

Z A K O N

O POTVRĐIVANJU UGOVORA O KREDITNOM ARANŽMANU U IZNOSU OD 203.400.928 EVRA IZMEĐU REPUBLIKE SRBIJE, KOJU ZASTUPA VLADA REPUBLIKE SRBIJE, POSTUPAJUĆI PREKO MINISTARSTVA FINANSIJA, KAO ZAJMOPRIMCA, ARANŽIRAN OD STRANE BANK OF CHINA SRBIJA A.D. BEOGRAD KAO OVLAŠĆENOG GLAVNOG ARANŽERA SA BANK OF CHINA LIMITED HUNGARIAN BRANCH U SVOJSTVU AGENTA I BANK OF CHINA LIMITED HUNGARIAN BRANCH KAO PRVOBITNIM ZAJMODAVCEM

Član 1.

Potvrđuje se Ugovor o kreditnom aranžmanu u iznosu od 203.400.928 evra između Republike Srbije, koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, kao Zajmoprimca, aranžiran od strane BANK OF CHINA SRBIJA A.D. BEOGRAD kao Ovlašćenog glavnog aranžera sa BANK OF CHINA LIMITED HUNGARIAN BRANCH u svojstvu Agenta i BANK OF CHINA LIMITED HUNGARIAN BRANCH kao Prvobitnim zajmodavcem, koji je potpisan u Beogradu i Budimpešti 27. januara 2022. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Ugovora o kreditnom aranžmanu u iznosu od 203.400.928 evra između Republike Srbije, koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, kao Zajmoprimca, aranžiran od strane BANK OF CHINA SRBIJA A.D. BEOGRAD kao Ovlašćenog glavnog aranžera sa BANK OF CHINA LIMITED HUNGARIAN BRANCH u svojstvu Agenta i BANK OF CHINA LIMITED HUNGARIAN BRANCH kao Prvobitnim zajmodavcem, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

EUR 203,400,928 TERM FACILITY AGREEMENT

dated
January 27, 2022

by

**THE REPUBLIC OF SERBIA REPRESENTED BY THE GOVERNMENT OF THE
REPUBLIC OF SERBIA ACTING BY AND THROUGH
THE MINISTRY OF FINANCE**

as Borrower

arranged by

BANK OF CHINA SRBIJA A.D. BEOGRAD

as Mandated Lead Arranger

with

BANK OF CHINA LIMITED HUNGARIAN BRANCH

acting as Agent

and

BANK OF CHINA LIMITED HUNGARIAN BRANCH

as Original Lend

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THIS AGREEMENT is dated January 27, 2022 and made between:

- (1) **THE REPUBLIC OF SERBIA REPRESENTED BY THE GOVERNMENT OF THE REPUBLIC OF SERBIA ACTING BY AND THROUGH THE MINISTRY OF FINANCE** (the "**Borrower**");
- (2) **BANK OF CHINA SRBIJA A.D. BEOGRAD** (the "**Mandated Lead Arranger**");
- (3) **BANK OF CHINA LIMITED HUNGARIAN BRANCH** as listed in Schedule 1 (*The Original Lender*) as lender (the "**Original Lender**"); and
- (4) **BANK OF CHINA LIMITED HUNGARIAN BRANCH** as agent of the other Finance Parties (the "**Agent**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"Advance Payment" means the "advance payment" in the aggregate amount of not less than EUR 35,894,282.40, equivalent to 4,219,713,891.80 dinars, which is an amount equal to 15% of the Commercial Contract Price.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Anti-Corruption Laws" means any laws or regulations that relate to bribery or corruption to the extent that they apply to, or are required to be complied with by, the Borrower or the Project Owner or any person or agent acting on behalf of the Borrower or the Project Owner or which is otherwise applicable to the Project or any other operation of or transaction entered into by the Borrower, the Project Owner or any person or agent acting on behalf of the Borrower or the Project Owner.

"Anti-Money Laundering Laws" means applicable laws or regulations in any jurisdiction in which the Borrower, or the Project Owner is located or doing business that relate to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

"Article 55 BRRD" means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"Assignment Agreement" means an agreement substantially in the form set out in Schedule 6 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Authorised Signatory" means the Minister of Finance of Serbia.

"Availability Period" means the period from and including the Effective Date to and including the earlier of (a) the Completion Date and (b) the date falling sixty (60) Months after the Effective Date.

"Available Commitment" means a Lender's Commitment minus:

- (a) the amount of its participation in any outstanding Loans; and
- (b) in relation to any proposed Utilisation, the amount of its participation in any Loans that are due to be made on or before the proposed Utilisation Date.

"Available Facility" means the aggregate for the time being of each Lender's Available Commitment.

"Bail-In Action" means the exercise of any Write-down and Conversion Powers.

"Bail-In Legislation" means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time; and
- (b) in relation to any state other than such an EEA Member Country or (to the extent that the United Kingdom is not such an EEA Member Country) the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

"Borrower Account" means the foreign currency denominated bank account (in this case in EUR) in the name of the Borrower opened with the NBS to receive the proceeds of the Loans.

"Break Costs" means the amount (if any) by which:

- (a) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

- (b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Belgrade, Budapest and Brussels and (in relation to any date for payment or purchase euro) a day which is a TARGET Day.

"Code" means the US Internal Revenue Code of 1986.

"Commercial Contract" means the Commercial Contract on Design and Execution of Works on Construction of the Municipal (Sewage) Infrastructure in the Republic of Serbia signed on 5 February 2021 and entered into by the Project Owner and the Contractor, as amended and supplemented by the Annexes thereto dated 4 June 2021, 5 August 2021, 21 September 2021 and 21 January 2022.

"Commercial Contract Price" means the amount payable by the Project Owner to the Contractor under the Commercial Contract, which amount shall be EUR 239,295,216.00.

"Commitment" means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading **"Commitment"** of Schedule 1 (*The Original Lender*) and the amount of any other Commitment transferred to it under this Agreement; and
- (b) in relation to any other Lender, the amount of any Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

"Completion Date" means the date of provisional acceptance of works by the Project Owner in accordance with the Commercial Contract.

"Confidential Information" means all information relating to the Borrower, the Finance Documents or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from either:

- (a) the Borrower or any of its advisers; or
- (b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from the Borrower or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

- (i) information that:
 - (A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 33 (*Confidential Information*); or
 - (B) is identified in writing at the time of delivery as non-confidential by the Borrower or any of its advisers; or
 - (C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Borrower and which, in either case, as far as

that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and

- (ii) any Funding Rate or Reference Bank Quotation.

"Confidentiality Undertaking" means a confidentiality undertaking substantially in a recommended form of the LMA or in any other form agreed between the Borrower and the Agent.

"Contractor" means China Road and Bridge Corporation (中国路桥工程有限责任公司), a **company** incorporated and existing under the laws of the PRC with unified social credit number 911100007109338178, having its registered address at 1088, C88, Andingmenwai Dajie, Dongcheng District, Beijing, China (北京市东城区安定门外大街丙88号1008) acting by its branch China Road and Bridge Corporation Serbia Ogranak Beograd-Savski Venac.

"Contractor Account" means the EUR denominated bank account in the name of China Road and Bridge Corporation Serbia Ogranak Beograd-Savski Venac opened with Bank of China Srbija A.D. Beograd to receive the Commercial Contract Price payable to the Contractor.

"Contractor Certificate" means a Contractor certificate in substantially the form set out in Schedule 4 (*Form of Contractor Certificate*).

"Default" means an Event of Default or any event or circumstance specified in Clause 20 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"Dispute" has the meaning given to that term in Clause 37.1 (*Arbitration*).

"Disruption Event" means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
- (i) from performing its payment obligations under the Finance Documents; or
- (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"Effective Date" means the date on which the conditions set forth in subclauses (ii) and (iii) of Clause 1. (a) of Schedule 2 (*Conditions precedent to Initial Utilisation*) have been satisfied and confirmed thereto by written

notice of the Agent to the Borrower substantially in the form set out in Schedule 10 (*Notice of Effective Date*).

"EEA Member Country" means any member state of the European Union, Iceland, Liechtenstein and Norway.

"Environment" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including air within buildings and air within other natural or man-made structures above or below ground);
- (b) water (including territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including surface and sub-surface soil and land under water).

"Environmental Claim" means any claim, proceeding or investigation by any person in respect of any Environmental Law.

"Environmental Law" means any applicable law (including common law) or regulation in any jurisdiction in which the Borrower or the Project Owner conducts its activities or business which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance (including any waste) which (alone or in combination with any other) is capable of causing harm to the Environment.

"Environmental Permits" means any Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the conduct of the business or activities of the Borrower or the Project Owner.

"EU Bail-In Legislation Schedule" means the document described as such and published by the LMA (or any successor person) from time to time.

"EURIBOR" means, in relation to any Loan or Unpaid Sum:

- (a) the applicable Screen Rate; or
- (b) if no Screen Rate is available for the Interest Period of that Loan or Unpaid Sum, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Reference Banks to leading banks in the Relevant Interbank Market (as supplied to the Lender at its request),

as of, in the case of paragraphs (a) and (b) above, the Specified Time on the Quotation Day for which an interest rate is to be determined for the offering of deposits in Euro for a period equal in length to the Interest Period of that Loan or Unpaid Sum. If any such rate is below zero, EURIBOR will be deemed to be zero.

"Event of Default" means any event or circumstance specified as such in Clause 19.19 (*Events of Default*).

"External Indebtedness" means all indebtedness which is denominated or payable (or, at the option of the payee, creditor or holder thereof, may be payable) in a Foreign Currency.

"Facility" means the term loan facility made available under this Agreement as described in Clause 2.1 (*The Facility*).

"Facility Office" means the office or offices notified by a Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five (5) Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement.

"FATCA" means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"FATCA Application Date" means:

- (a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- (b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

"FATCA Deduction" means a deduction or withholding from a payment under a Finance Document required by FATCA.

"FATCA Exempt Party" means a Party that is entitled to receive payments free from any FATCA Deduction.

"FATCA FFI" means a foreign financial institution as defined in section 1471(d)(4) of the Code which, if any Finance Party is not a FATCA Exempt Party, could be required to make a FATCA Deduction.

"FATCA Payment" means either:

- (a) the increase in a payment made by the Borrower to a Finance Party under Clause 12.7 (*FATCA Deduction and gross-up by the Borrower*) or paragraph (b) of Clause 12.8 (*FATCA Deduction by a Finance Party*); or
- (b) a payment under paragraph (d) of Clause 12.8 (*FATCA Deduction by a Finance Party*).

"Final Maturity Date" means the date falling one hundred and eighty (180) Months after the Effective Date.

"Finance Document" means this Agreement and any other document designated as such by the Agent and the Borrower.

"Finance Party" means the Agent, a Mandated Lead Arranger or a Lender.

"Financial Year" means the Borrower's fiscal year starting on 1 January and ending on 31 December.

"First Repayment Date" means the date falling sixty-six (66) Months after the Effective Date.

"Foreign Currency" means any currency other than the lawful currency of Serbia.

"Funding Rate" means any individual rate notified by a Lender to the Agent pursuant to paragraph (a)(ii) of Clause 10.4 (*Cost of funds*).

"Holding Company" means, in relation to a person, any other person in respect of which it is a Subsidiary.

"Hong Kong" means Hong Kong Special Administrative Region.

"IMF" means the International Monetary Fund.

"Interest Payment Date" has the meaning given to it in Clause 8.2 (*Payment of interest*).

"Interest Period" means, in relation to a Loan, each period determined in accordance with Clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (*Default interest*).

"Interpolated Screen Rate" means, in relation to any Loan, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:

- (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Loan; and
- (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Loan,

each as of 11:00 a.m. (Brussels time) on the Quotation Day for euros.

"Lender" means:

- (a) the Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 21 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

"LMA" means the Loan Market Association.

"Loan" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

"Margin" means 1.00 per cent. per annum.

"Material Adverse Change" means any material adverse change in:

- (a) the political, economic, financial, commercial, legal and fiscal environment of the Borrower; or
- (b) the political, economic, financial, commercial, legal and fiscal environment in Serbia or any other domestic and international monetary or capital markets which relates to the Facility,

which, in each case, may have a material adverse effect on the ability of the Borrower to perform its payment or other obligations under the Finance Documents or the ability of the Project Owner to perform its payment or other obligations under the Commercial Contract.

"Material Adverse Effect" means, in the reasonable opinion of the Required Lenders, a Material Adverse Change or a material adverse effect on:

- (a) the business, operations, properties, assets or financial conditions of the Project Owner which may have a material adverse effect on the ability of the Project Owner to perform its obligations under the Commercial Contract; or
- (b) the validity or enforceability of any Finance Document, the Sinasure Policy or the Commercial Contract.

"MOF" means the Ministry of Finance of the PRC (including its successors) or, as applicable, its authorised local branch.

"MOFCOM" means the Ministry of Commerce of the PRC (including its successors) or, as applicable, its authorised local branch.

"Month" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period.

"NBS" means the central bank of the Republic of Serbia (*Narodna banka Srbije*).

"New Lender" has the meaning given to that term in Clause 21 (*Changes to the Lenders*).

"Participating Member State" means any member state of the European Communities that adopts or has adopted the Euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

"Party" means a party to this Agreement.

"PRC" means the People's Republic of China (excluding, for the purpose of this Agreement, Hong Kong, Macau Special Administrative Region and Taiwan).

"Project" means the construction of sewage of infrastructure in Varvarin, Mionica, Krpanj, Lajkovac, Banja Vrujci, Svrlijig, Kladovo, Lazarevac, Veliki Crljeni, Obrenovac and Vranje in Serbia.

"Project Owner" means the Republic of Serbia represented by the Ministry of Construction, Transport and Infrastructure.

"Quotation Day" means, in relation to any period for which an interest rate is to be determined, the second TARGET Day prior to the first day of that period.

"Reference Bank Quotation" means any quotation supplied to the Agent by a Reference Bank.

"Reference Bank Rate" means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks:

- (a) (other than where paragraph (b) below applies) as the rate at which the relevant Reference Bank could borrow funds in the Relevant Interbank Market in euros for the relevant period were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period; or
- (b) if different, as the rate (if any and applied to the relevant Reference Bank and the relevant currency and period) which contributors to the Screen Rate are asked to submit to the relevant administrator.

"Reference Banks" means the principal London offices of HSBC Bank plc and Citi or such other entities as may be appointed as such by the Agent in consultation with the Borrower.

"Relevant Interbank Market" means the European interbank market.

"Relevant Nominating Body" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"Relevant Supporting Documents" means, in respect of a Contractor Certificate:

- (a) the invoicing documents required to be delivered by the Contractor to the Project Owner under the Commercial Contract; and
- (b) the interim payment certificate or final payment certificate required to be provided by the Contractor to the Project Owner under the Commercial Contract,

in relation to amounts requested under the relevant Utilisation Request.

"Repayment Date" means:

- (a) the First Repayment Date;

- (b) the last day of each successive six (6) Month period after the First Repayment Date up to but excluding the Final Maturity Date; and
- (c) the Final Maturity Date.

"Repayment Instalment" means the percentage (set opposite the relevant Repayment Date in the repayment schedule provided in Schedule 7 (*Repayment Schedule*)) of the aggregate principal amount outstanding immediately following the expiry of the Availability Period.

"Repeating Representations" means each of the representations set out in Clause 17 (*Representations*).

"Replacement Benchmark" means a benchmark rate which is:

- (a) formally designated, nominated or recommended as the replacement for a Screen Rate by:
 - (i) the administrator of that Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by that Screen Rate); or
 - (ii) any Relevant Nominating Body.

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs (i) and (ii) above, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

- (b) in the opinion of the Required Lenders and the Borrower, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to a Screen Rate; or
- (c) in the opinion of the Required Lenders and the Borrower, an appropriate successor to a Screen Rate.

"Representative" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

"Required Lenders" means a Lender or Lenders whose Commitments aggregate more than $66\frac{2}{3}\%$ of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than $66\frac{2}{3}\%$ of the Total Commitments immediately prior to the reduction).

"Resolution Authority" means any body which has authority to exercise any Write-down and Conversion Powers.

"Restricted Person" means a person:

- (a) whose name is listed on, or is owned or controlled by a person whose name is listed on, or acting on behalf of a person whose name is listed on, any Sanctions List;
- (b) that is incorporated under the laws of, or owned or controlled by, or acting on behalf of, a person incorporated under the laws of, a country or territory that is the target of country-wide or territory-wide Sanctions; or

that is otherwise the target of any Sanction.

"Sanctioned Country" has the meaning given to that term in Clause 19.18(a)(i)(C).

"Sanctions" means any economic, trade, financial or other sanctions laws, regulations, restrictive measures or embargoes enacted, administered, imposed or enforced from time to time by any Sanctions Authority, as published on the official website of any such Sanctions Authority or any other of such sanctions as notified to the Borrower by any Finance Party (through the Agent) from time to time.

"Sanctions Authority" means:

- (a) the United Nations Security Council;
- (b) the European Union;
- (c) the Organisation for Security and Co-operation in Europe ("**OSCE**");
- (d) the governmental institutions and agencies of the United States of America, including, without limitation, the Office of Foreign Assets Control of the United States Department of Treasury ("**OFAC**") and the United States Department of State;
- (e) the governmental institutions and agencies of the United Kingdom, including, without limitation, Her Majesty's Treasury ("**HMT**");
- (f) the governmental institutions and agencies of the People's Republic of China; or
- (g) other applicable sanction authority.

"Sanctions Event" means any Sanctions Relevant Party becomes subject to any Sanctions.

"Sanctions List" means each list maintained or public designation made by any Sanctions Authority in respect of the targets or scope of the Sanctions that are administered and enforced by that Sanctions Authority, in each case as amended, supplemented or substituted from time to time.

"Sanctions Relevant Party" means:

- (a) **the Borrower;**
- (b) **the Project Owner;**
- (c) **the Contractor; and**
- (d) **any other party designated as such by both the Agent and the Borrower.**

"Sanctions Trigger Event" means in respect of a Lender, the occurrence of a Sanctions Event as a result of which it has become illegal for that Lender (the "**Sanctions Affected Lender**") to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan.

"Screen Rate" means the euro interbank offered rate administered by the Banking Federation of the European Union (or any other person which takes over the administration of that rate) for the relevant period displayed on page

EURIBOR01 of the Reuters screen (or any replacement Reuters page which displays that rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Borrower.

"Screen Rate Replacement Event" means, in relation to a Screen Rate:

- (a) the methodology, formula or other means of determining that Screen Rate has, in the opinion of the Required Lenders and the Borrower, materially changed;
- (b)
 - (i)
 - (A) the administrator of that Screen Rate or its supervisor publicly announces that such administrator is insolvent; or
 - (B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Screen Rate;
 - (ii) the administrator of that Screen Rate publicly announces that it has ceased or will cease, to provide that Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Screen Rate;
 - (iii) the supervisor of the administrator of that Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued; or
 - (iv) the administrator of that Screen Rate or its supervisor announces that that Screen Rate may no longer be used; or
- (c) the administrator of that Screen Rate determines that that Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
 - (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Required Lenders and the Borrower) temporary; or
 - (ii) that Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than one Month;

- (d) in the opinion of the Required Lenders and the Borrower, that Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Serbia" means the Republic of Serbia.

"Sinasure" means China Export & Credit Insurance Corporation, a company incorporated and existing under the laws of the PRC.

"Sinasure Policy" means the export credit insurance policy issued or to be issued by Sinasure which insures certain political and commercial risks in respect of the Facility and provides a coverage of at least ninety-five per cent. (95%) of all of the principal and interest of the Facility.

"Sinasure Policy Event" means:

- (a) it is or becomes unlawful for Sinasure to perform or comply with any or all of its payment obligations pursuant to the Sinasure Policy;
- (b) any of the obligations of Sinasure under the Sinasure Policy are not or cease to be legal, valid, binding, enforceable or in full force and effect;
- (c) Sinasure avoids, rescinds, repudiates, suspends or terminates the Sinasure Policy in whole or in part;
- (d) Sinasure ceases to be a policy-oriented statutory financial institution under the direct authority of the China State Council or to be a company wholly owned by the government of the PRC, or the Ministry of Finance of the PRC ceases to maintain liquidity support for Sinasure; or
- (e) any event or circumstance occurs in any relevant jurisdiction which has a material adverse effect on any payment or indemnity to be made by Sinasure under the Sinasure Policy.

"Sinasure Premium" means the credit insurance premium payable to Sinasure in respect of the Sinasure Policy.

"Sinasure Regulations" means all laws relating to Sinasure, including any implementing ordinances thereto, general terms and conditions issued by Sinasure and any other specific conditions imposed by Sinasure.

"Specified Time" means a time determined in accordance with Schedule 8 (*Timetables*).

"SPV Lender" means any special purpose vehicle, controlled or sponsored by a bank, a deposit taking financial institution, an insurance company or a pension fund, the purpose of which is to make, purchase or invest in loans, securities or other financial assets (which for the avoidance of doubt, shall include the Original Lender or branch or Subsidiary or Affiliate of the Original Lender or Sinasure).

"Subsidiary" means any person (referred to as the **"first person"**) in respect of which another person (referred to as the **"second person"**):

- (a) holds a majority of the voting rights in that first person or has the right under the constitution of the first person to direct the overall policy of the first person or alter the terms of its constitution; or
- (b) is a member of that first person and has the right to appoint or remove a majority of its board of directors or equivalent administration, management or supervisory body; or
- (c) has the right to exercise a dominant influence (which must include the right to give directions with respect to operating and financial policies of the first person which its directors are obliged to comply with whether or not for its benefit) over the first person by virtue of provisions contained in the articles (or equivalent) of the first person or by virtue of a control contract which is in writing and is authorised by the articles (or equivalent) of the first person and is permitted by the law under which such first person is established; or
- (d) is a member of that first person and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in the first person or the rights under its constitution to direct the overall policy of the first person or alter the terms of its constitution; or
- (e) has the power to exercise, or actually exercises dominant influence or control over the first person; or
- (f) together with the first person are managed on a unified basis,

and for the purposes of this definition, a person shall be treated as a member of another person if any of that person's Subsidiaries is a member of that other person or, if any shares in that other person are held by a person acting on behalf of it or any of its Subsidiaries. A subsidiary undertaking shall include any person the shares or ownership interests in which are subject to Security and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such Security.

"TARGET2" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

"TARGET Day" means any day on which TARGET2 is open for the settlement of payments in Euro.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Total Commitments" means the aggregate of the Commitments, being an amount of EUR 203,400,928 at the date of this Agreement, representing 85% of the Commercial Contract Price.

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrower.

"Transfer Date" means, in relation to an assignment or a transfer, the later of:

- (a) the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and
- (b) the date on which the Agent executes the relevant Assignment Agreement or Transfer Certificate.

"UK Bail-In Legislation" means (to the extent that the United Kingdom is not an EEA Member Country which has implemented, or implements, Article 55 BRRD) Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

"Unpaid Sum" means any sum due and payable but unpaid by the Borrower under the Finance Documents.

"US" means the United States of America.

"US Tax Obligor" means:

- (a) the Borrower if the Borrower is resident for tax purposes in the US; or
- (b) the Borrower if some or all of its payments under the Finance Documents are from sources within the US for US federal income tax purposes.

"Utilisation" means a utilisation of the Facility.

"Utilisation Date" means the date of a Utilisation, being the date on which the relevant Loan is to be made.

"Utilisation Request" means a notice substantially in the relevant form set out in Schedule 3 (*Utilisation Requests*).

"VAT" means value added tax and any other tax of a similar nature, including but not limited to, in Serbia, any tax imposed in compliance with the Law on Value Added Tax and other tax regulations of Serbia.

"Write-down and Conversion Powers" means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;
- (b) in relation to any other applicable Bail-In Legislation:
 - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In

Legislation that are related to or ancillary to any of those powers; and

- (ii) any similar or analogous powers under that Bail-In Legislation; and
- (c) in relation to any UK Bail-In Legislation:
 - (i) any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and
 - (ii) any similar or analogous powers under that UK Bail-In Legislation.

1.2 Construction

- (a) Unless a contrary indication appears any reference in this Agreement to:
 - (i) the "**Agent**", any "**Mandated Lead Arranger**", any "**Finance Party**", any "**Lender**", the "**Borrower**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;
 - (ii) "**assets**" includes present and future properties, revenues and rights of every description;
 - (iii) a "**Finance Document**" or any other agreement or instrument (including the Sinasure Policy) is a reference to that Finance Document or other agreement or instrument (including the Sinasure Policy) as amended, novated, supplemented, extended, replaced or restated;
 - (iv) a "**group of Lenders**" includes all the Lenders;
 - (v) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (vi) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

- (vii) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (viii) an "**agency**" of a state shall be construed as a reference to any political sub- division, regional or municipal government, ministry, department, authority or statutory corporation (whether autonomous or not) of or any corporation or other entity which is controlled or (as to fifty per cent. or more of its issued share capital or the equivalent thereof) owned, directly or indirectly, by such state or its government and/or one or more such agencies;
 - (ix) a provision of law is a reference to that provision as amended or re-enacted;
 - (x) the "**equivalent**" of an amount specified in a particular currency (the "**specified currency amount**") shall be construed as a reference to the amount of the other relevant currency which can be exchanged at the middle rate of exchange with the specified currency amount as published by the NBS at the time the calculation falls to be made; and
 - (xi) a time of day is a reference to Budapest time.
- (b) The determination of the extent to which a rate is "**for a period equal in length**" to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
 - (c) Section, Clause and Schedule headings are for ease of reference only.
 - (d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
 - (e) A Default (other than an Event of Default) is "**continuing**" if it has not been remedied or waived and an Event of Default is "**continuing**" if it has not been remedied to the satisfaction of the Required Lenders or waived.

1.3 Currency symbols and definitions

"**EUR**" or "**€**" means the single currency of Participating Member States, and, in respect of all payments to be made under this Agreement in euros, immediately available, freely transferable funds.

"**Dinar**" or "**dinar**" means the lawful currency of Serbia.

1.4 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Agreement.
- (b) Subject to Clause 32.3 (*Other exceptions*) but otherwise notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

1.5 Subrogation

- (a) Each Party acknowledges and agrees that Sinasure will be subrogated to the rights of the Agent and the Lenders to the extent of any payment made by or on behalf of Sinasure under the Sinasure Policy.
- (b) Nothing in any Finance Document shall prejudice the right of Sinasure to be subrogated, pursuant to the Sinasure Policy or applicable law, to the rights of the Agent or any Lender under this Agreement and each other Finance Document.

1.6 Contractual recognition of bail-in

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
 - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
 - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
 - (iii) a cancellation of any such liability; and
- (b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

2. THE FACILITY

2.1 The Facility

Subject to the terms of this Agreement, the Lenders make available to the Borrower a Euro term loan facility in an aggregate principal amount equal to the Total Commitments.

2.2 Finance Parties' rights and obligations

- (a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from the Borrower shall be a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by the Borrower which relates to a Finance Party's participation in the Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by the Borrower.
- (c) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

2.3 Sinosure override

The Borrower hereby acknowledges that, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall oblige any Finance Party to act (or omit to act) in a manner that is inconsistent with the terms of the Sinosure Policy and, in particular:

- (a) the Agent, acting on the Required Lenders' instruction, shall be authorised to take all such actions as it may deem necessary to ensure that the terms of the Sinosure Policy are complied with; and
- (b) the Agent shall not be obliged to do anything if in its opinion to do so results in or is reasonably likely to result in a breach of any term of the Sinosure Policy.

2.4 No claims against Finance Parties

The Borrower agrees that:

- (a) the Finance Parties may act on the instructions of Sinosure in relation to this Agreement;

- (b) it shall have no claims whatsoever in respect of any loss, damage or expense suffered or incurred by it against any Finance Party as a result of that Finance Party acting on the instructions of Sinasure in relation to this Agreement except to the extent that such loss, damage or expense arose due to the gross negligence or wilful misconduct of the relevant Finance Party; and
- (c) the Agent has obligations as agent of the holder of the Sinasure Policy which the Agent would not have incurred (or in relation to which it would not have had any liability) if it had not become the agent of the holder of the Sinasure Policy. Accordingly, the Borrower agrees to indemnify the Agent against any cost, loss or liability incurred by the Agent as the agent of the holder of the Sinasure Policy and for any cost, loss or liability for which the Agent may be liable to Sinasure in respect of the Sinasure Policy except to the extent that such cost, loss or liability arose due to the gross negligence or wilful misconduct of the Agent.

3. PURPOSE

3.1 Purpose

- (a) The Borrower shall apply all amounts borrowed by it under the Facility to finance eighty-five per cent. (85%) of the Commercial Contract Price, being an amount of EUR 203,400,928; **provided that** the aggregate amount so financed for all such purposes shall not exceed the Total Commitments.
- (b) None of the amounts borrowed by the Borrower under the Facility shall be used to finance or reimburse the Borrower for any part of the Advance Payment.

3.2 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

3.3 Unconditional Obligations

The Borrower acknowledges and agrees that its obligations under this Agreement:

- (a) are totally independent and separate from and are not conditional upon the Commercial Contract; and
- (b) shall not in any way be affected or discharged by reason of:
 - (i) any matter in relation to the Commercial Contract including the performance, frustration or validity of the Commercial Contract in full or in part;
 - (ii) the destruction, non-completion or non-functioning of the goods, materials or equipment supplied under the Commercial Contract;
 - (iii) the insolvency or dissolution of the Contractor;

- (iv) any dispute whatsoever that may arise in relation to the Commercial Contract;
- (v) the fact that all or any part of the sums requested under a Utilisation Request is or was not due and payable to the Contractor; or
- (vi) any amalgamation, demerger, corporate reconstruction or reform of a Lender or any other Finance Party.

4. CONDITIONS OF UTILISATION

4.1 Initial conditions precedent

- (a) The Borrower may not deliver a Utilisation Request unless the Agent has received all of the documents and other evidence listed in Schedule 2 (*Conditions precedent to Initial Utilisation*) in form and substance satisfactory to the Agent. The Agent shall notify the Borrower and the Lenders promptly upon being so satisfied.
- (b) Other than to the extent that the Required Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (a) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.2 Further conditions precedent

Subject to Clause 4.1 (*Initial conditions precedent*), the Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) no Default is continuing or would result from the proposed Loan;
- (b) the Repeating Representations to be made by the Borrower are true in all material respects;
- (c) no Material Adverse Effect or Material Adverse Change is likely to occur or has occurred and is continuing;
- (d) no Sinosure Policy Event is likely to occur or has occurred and is continuing;
- (e) (in relation to each Utilisation after the first Utilisation) Sinosure shall have received in full the Sinosure Premium payable under the Sinosure Policy; and
- (f) the Sinosure Policy remains in full force and effect and there is no outstanding notice from Sinosure which requires any Lender to suspend the provision of any Utilisation under the Facility.

5. UTILISATION

5.1 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivery to the Agent of a duly completed Utilisation Request by no later than the Specified Time.

5.2 Completion of a Utilisation Request

- (a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
 - (i) the proposed Utilisation Date is a Business Day within the Availability Period;
 - (ii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*);
 - (iii) the proposed Interest Period complies with Clause 9 (*Interest Periods*); and
 - (iv) (in relation to the Utilisation Request for each Utilisation after the first Utilisation), it is accompanied by a duly completed Contractor Certificate executed by an authorised signatory on behalf of the Contractor, including the Relevant Supporting Documents and all other attachments (if any) referred to therein.
- (b) Only one (1) Loan may be requested in a Month and in each Utilisation Request.

5.3 Currency and amount

- (a) The currency specified in a Utilisation Request must be EUR.
- (b) In relation to the Utilisation Request for each Utilisation after the first Utilisation, the amount of the proposed Loan must correspond to the amount set out in the relevant Contractor Certificate referred to in paragraph (a)(iv) of Clause 5.2 (*Completion of a Utilisation Request*).
- (c) The amount of the proposed Loan must be an amount which (A) is not more than the Available Facility and (B) complies with requirements of article 5 (*Terms of Payment*) of the Commercial Contract.

5.4 Lenders' participation

- (a) If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Loan available by the Utilisation Date through its Facility Office.
- (b) The amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.

- (c) The Agent shall notify each Lender of the amount of each Loan and the amount of its participation in that Loan, in each case by no later than the Specified Time.

5.5 **Payment**

The proceeds of the proposed Loan shall be in aggregate of EUR 203,400,928 and paid directly to the Borrower Account and the Borrower shall, promptly upon receipt thereof, transfer such proceeds in EUR to the Contractor Account, in accordance with the Commercial Contract, and once so transferred, the obligations of the Borrower under this Clause 5.5 shall be deemed satisfied.

5.6 **Cancellation of Commitment**

The Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period.

6. **REPAYMENT**

6.1 **Repayment of Loans**

- (a) Subject to Clause 7 (*Prepayment and Cancellation*), the Borrower shall repay the Loans made to it in instalments by repaying the relevant Repayment Instalment on each Repayment Date.
- (b) The Borrower shall repay the first Repayment Instalment on the First Repayment Date and thereafter shall repay each subsequent Repayment Instalment on each subsequent Repayment Date until and including the Final Maturity Date.
- (c) On the Final Maturity Date, the Borrower must repay the Lenders the amount of all outstanding Loans and accrued interest and pay the Finance Parties all other sums owing under or in connection with the Finance Documents.

6.2 **Reborrowing**

The Borrower may not reborrow any part of the Facility which is repaid.

7. **PREPAYMENT AND CANCELLATION**

7.1 **Illegality**

If, in any applicable jurisdiction, at any time, it is or will become unlawful for any Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in any Loan or at any time, it is or will become unlawful for any Affiliate of a Lender for that Lender to do so:

- (a) that Lender shall promptly notify the Agent upon becoming aware of that event;
- (b) upon the Agent notifying the Borrower, the Available Commitment of that Lender will be immediately cancelled; and

- (c) to the extent that the Lender's participation has not been transferred pursuant to paragraph (d) of Clause 7.8 (*Right of replacement or repayment and cancellation in relation to a single Lender*), the Borrower shall repay that Lender's participation in the Loans made to the Borrower on the last day of the Interest Period for each Loan occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and the amount of the Repayment Instalments for each Repayment Date falling after that prepayment will reduce *pro rata* by the amount of the Loan prepaid.

7.2 Sinosure Policy Event

If a Sinosure Policy Event occurs:

- (a) the Agent shall promptly notify the Borrower upon becoming aware of that event;
- (b) the Borrower may not deliver a Utilisation Request and a Lender shall not be obliged to fund a Utilisation which is yet to be made; and
- (c) if the Required Lenders so require, the Agent shall, by not less than ten (10) Business Days' notice to the Borrower, cancel the Total Commitments and declare all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable, whereupon the Total Commitments will be cancelled and all such outstanding Loans and amounts will become immediately due and payable.

7.3 Commercial Contract

If:

- (a) the Commercial Contract or any provision thereof is cancelled, terminated, rescinded, revoked or repudiated by any party to it;
- (b) the Commercial Contract ceases to be in full force and effect or ceases to be legal, valid, binding, enforceable or effective; or
- (c) it becomes unlawful for any party to the Commercial Contract to perform its material obligations under it, then
 - (i) the Borrower shall promptly notify the Agent upon becoming aware of that event;
 - (ii) the Borrower may not deliver a Utilisation Request and a Lender shall not be obliged to fund a Utilisation which is yet to be made; and
 - (iii) if the Required Lenders so require, the Agent shall, by not less than ten (10) Business Days' notice to the Borrower, cancel the Total Commitments and declare all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable whereupon the Total Commitments will be cancelled and all

such outstanding Loans and amounts will become immediately due and payable.

7.4 **Mandatory prepayment – Sanctions Trigger Event**

- (a) If, at any time:
- (i) a Sanctions Trigger Event occurs;
 - (ii) the Borrower or the Project Owner has any business operations or other dealings in any Sanctioned Country or with any individuals on the Sanction List or with a designated person targeted by asset freeze sanctions imposed by the Sanction Authority; or
 - (iii) the Borrower does not comply with any provision of Clause 19.18 (*Sanctions*) of this Agreement,

the Borrower and the Sanctions Affected Lender shall promptly notify the Agent upon becoming aware of that event.

- (b) Upon the Borrower having notified the Agent under paragraph (a) above (or the Agent notifying the Borrower where such notice under paragraph (a) above has been provided by the Sanctions Affected Lender), the Available Commitment of the Sanctions Affected Lender will be immediately cancelled.
- (c) If required by the Sanctions Affected Lender, the Borrower shall repay the Sanctions Affected Lender's participation in the Loans made to the Borrower on the last day of the Interest Period for each Loan occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Sanctions Affected Lender in its notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and the amount of the Repayment Instalments for each Repayment Date falling after that prepayment will reduce pro rata by the amount of the Loan prepaid.

7.5 **Mandatory prepayment – Anti-Corruption Law and Anti-Money Laundering Law**

If, at any time, the Borrower does not comply with any provision of Clause 19.16 (*Anti-Corruption Law and Anti-Money Laundering Law*) of this Agreement:

- (a) the Agent shall promptly notify the Borrower upon becoming aware of that event; and
- (b) if a Lender so requires:
 - (i) upon the Agent having notified the Borrower under paragraph (a) above, the Available Commitment of that Lender will be immediately cancelled; and
 - (ii) the Borrower shall repay that Lender's participation in the Loans made to the Borrower on the last day of the Interest Period for each Loan occurring after the Agent has notified the

Borrower or, if earlier, the date specified by that Lender in a notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and the amount of the Repayment Instalments for each Repayment Date falling after that prepayment will reduce pro rata by the amount of the Loan prepaid.

7.6 Voluntary cancellation

- (a) The Borrower may cancel the whole or any part (being a minimum amount of EUR 10,000,000.00 and an integral multiple of EUR 5,000,000.00) of the Available Facility and gives the Agent not less than ninety (90) Business Days' prior written notice.
- (b) Any cancellation under this Clause 7.6 shall reduce the Commitments of the Lenders rateably.

7.7 Voluntary prepayment of Loans

- (a) The Borrower may prepay the whole or any part of any Loan (but, if in part, being an amount that reduces the amount of the Loan by a minimum amount of EUR 10,000,000.00 and an integral multiple of EUR 10,000,000.00), if it gives the Agent not less than ninety (90) Business Days' prior written notice.
- (b) A Loan may only be prepaid after the last day of the Availability Period (or, if earlier, the day on which the Available Facility is zero).
- (c) Any prepayment under this Clause 7.7 shall satisfy the obligations under Clause 6.1 (*Repayment of Loans*) in inverse chronological order of maturity.

7.8 Right of replacement or repayment and cancellation in relation to a single Lender

- (a) If:
 - (i) any sum payable to any Lender by the Borrower is required to be increased under paragraph (c) of Clause 12.2 (*Tax gross-up*); or
 - (ii) any Lender claims indemnification from the Borrower under Clause 12.3 (*Tax indemnity*) or Clause 13.1 (*Increased costs*);

the Borrower may give the Agent notice of cancellation of the Commitment(s) of that Lender and its intention to procure the repayment of that Lender's participation in the Loans or give the Agent notice of its intention to replace that Lender in accordance with paragraph (d) below, whilst the circumstance giving rise to the requirement for the above mentioned increase or indemnification continues.

- (b) On receipt of a notice of cancellation referred to in paragraph (a) above, the Commitment(s) of that Lender shall immediately be reduced to zero.

- (c) On the last day of each Interest Period which ends after the Borrower has given notice of cancellation under paragraph (a) above (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender's participation in that Loan.
- (d) If:
- (i) any of the circumstances set out in paragraph (a) above apply to a Lender; or
 - (ii) the Borrower becomes obliged to pay any amount in accordance with Clause 7.1 (*Illegality*) to any Lender,
- the Borrower may, on ninety (90) Business Days' prior notice to the Agent and that Lender, replace that Lender by requiring that Lender to (and to the extent permitted by law, that Lender shall) transfer pursuant to Clause 21 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to a Lender or other bank, financial institution, trust, fund or other entity selected by the Borrower which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 21 (*Changes to the Lenders*) for a purchase price in cash payable at the time of the transfer in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Loans and all accrued interest, Break Costs and other amounts payable in relation thereto under the Finance Documents.
- (e) The replacement of a Lender pursuant to paragraph (d) above shall be subject to the following conditions:
- (i) the Borrower shall have no right to replace the Agent;
 - (ii) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;
 - (iii) in no event shall the Lender replaced under paragraph (d) above be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents; and
 - (iv) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (d) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.
- (f) A Lender shall perform the checks described in paragraph (e)(iv) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (d) above and shall notify the Agent and the Borrower when it is satisfied that it has complied with those checks.

7.9 Restrictions

- (a) Any notice of cancellation or prepayment given by any Party under this Clause 7 shall be irrevocable and, unless a contrary indication

appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

- (b) At the time of any prepayment under this Agreement, the Borrower shall pay to the Agent (for the account of the Lenders) a prepayment premium calculated at one per cent (1%) of the amount prepaid.
- (c) Any prepayment under this Agreement shall be made together with the prepayment premium pursuant to subclause (b) above and accrued interest on the amount prepaid (and, in the case of any prepayment made pursuant to Clause 7.7 (*Voluntary prepayment of Loans*)) and any Break Costs and other expenses incurred by the Lenders.
- (d) The Borrower may not reborrow any part of the Facility which is prepaid.
- (e) The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.
- (f) No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.
- (g) If the Agent receives a notice under this Clause 7 it shall promptly forward a copy of that notice to either the Borrower or the affected Lender, as appropriate.
- (h) If all or part of any Lender's participation in a Loan is repaid or prepaid, an amount of that Lender's Commitment (equal to the amount of the participation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

7.10 Application of prepayments

Any prepayment of a Loan pursuant to Clause 7.2 (*Sinosure Policy Event*), Clause 7.3 (*Commercial Contract*), Clause 7.4 (*Mandatory prepayment – Sanctions Trigger Event*) and Clause 7.7 (*Voluntary prepayment of Loans*) shall be applied *pro rata* to each Lender's participation in that Loan and, within each Lender's participation in that Loan, in the order provided under Clause 26.5 (*Partial Payment*).

8. INTEREST

8.1 Calculation of interest

Subject to Clause 10 (*Changes to the Calculation of Interest*), the rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

- (a) Margin; and
- (b) EURIBOR.

8.2 Payment of interest

On the last day of each Interest Period (each such day an "**Interest Payment Date**") the Borrower shall pay accrued interest on the Loan to which that Interest Period relates.

8.3 Default interest

- (a) If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the Unpaid Sum from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is two per cent. (2%) per annum higher than the rate which would have been payable if the Unpaid Sum had, during the period of non-payment, constituted a Loan in the currency of the Unpaid Sum for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 8.3 shall be immediately payable by the Borrower on demand by the Agent.
- (b) If any Unpaid Sum consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:
 - (i) the first Interest Period for that Unpaid Sum shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and
 - (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be two per cent. (2%) per annum higher than the rate which would have applied if the overdue amount had not become due.
- (c) Default interest (if unpaid for a period of more than one-year) arising on an Unpaid Sum will be compounded with such Unpaid Sum at the end of the Interest Periods applicable to such Unpaid Sum arising after the expiry of such one year period but will remain immediately due and payable.

8.4 Notification of rates of interest

- (a) The Agent shall promptly notify the Lenders and the Borrower of the determination of a rate of interest under this Agreement.
- (b) The Agent shall promptly notify the Borrower of each Funding Rate relating to a Loan.

8.5 Withholding tax

Without prejudice to Clause 12 (*Tax Gross Up and Indemnities*), to the extent the Borrower is required by law to make any withholding for or on account of Tax from such amount of interest due from the Borrower under Clause 8.2 (*Payment of interest*) and Clause 8.3 (*Default interest*), each such amount shall be increased to an amount which (after making the withholding) leaves an amount equal to the interest which would have been due if no such withholding had been required.

9. INTEREST PERIODS

9.1 Selection of Interest Periods

- (a) Subject to this Clause 9, unless the Agent (acting on the instructions of all the Lenders) otherwise agrees, the Interest Period for each Loan shall be six (6) Months.
- (b) An Interest Period for a Loan shall not extend beyond the Final Maturity Date.
- (c) If the last Interest Period falling within the Availability Period would otherwise end on a date after the last day of the Availability Period, such Interest Period shall end on the last day of the Availability Period instead.
- (d) Each Interest Period for a Loan shall start on the Utilisation Date or (if the loan is already made) on the last day of its preceding Interest Period.
- (e) An Interest Period for a Loan made whilst another Loan is outstanding shall end at the same time as the then current Interest Period for that other Loan.

9.2 Changes to Interest Periods

- (a) Prior to determining the interest rate for a Loan, the Agent may shorten an Interest Period for any Loan to ensure there are sufficient Loans (with an aggregate amount equal to or greater than the Repayment Instalment) which have an Interest Period ending on a Repayment Date for the Borrower to make the Repayment Instalment due on that date.
- (b) If the Agent makes any of the changes to an Interest Period referred to in this Clause 9.2, it shall promptly notify the Borrower and the Lenders.

9.3 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

9.4 Consolidation of Loans

If two or more Interest Periods end on the same date, those Loans will be consolidated into, and treated as, a single Loan on the last day of the Interest Period.

10. CHANGES TO THE CALCULATION OF INTEREST

10.1 Unavailability of Screen Rate

- (a) *Interpolated Screen Rate*: If no Screen Rate is available for EURIBOR for the Interest Period of a Loan, the applicable EURIBOR

shall be the Interpolated Screen Rate for a period equal in length to the Interest Period of that Loan.

(b) *Reference Bank Rate*: If no Screen Rate is available for EURIBOR for:

- (i) euros; or
- (ii) the Interest Period of a Loan and it is not possible to calculate the Interpolated Screen Rate,

the applicable EURIBOR shall be the Reference Bank Rate as of noon (Brussels time) on the Quotation Day for euros and for a period equal in length to the Interest Period of that Loan.

(c) *Cost of funds*: If paragraph (b) above applies but no Reference Bank Rate is available for euros or the relevant Interest Period:

- (i) the Agent shall promptly notify the Borrower of the same;
- (ii) there shall be no EURIBOR for that Loan; and
- (iii) Clause 10.4 (*Cost of funds*) shall apply to that Loan for that Interest Period.

10.2 Calculation of Reference Bank Rate

- (a) Subject to paragraph (b) below, if EURIBOR is to be determined on the basis of a Reference Bank Rate but a Reference Bank does not supply a quotation by the Specified Time on the Quotation Day, the Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Reference Banks.
- (b) If at or about the Specified Time on the Quotation Day none or only one of the Reference Banks supplies a quotation, there shall be no Reference Bank Rate for the relevant Interest Period.

10.3 Market disruption

If before close of business in Brussels on the Quotation Day for the relevant Interest Period the Agent receives notifications from a Lender that the cost to it of funding its participation in that Loan from whatever source it may reasonably select for euros would be in excess of EURIBOR:

- (a) the Agent shall promptly notify the Borrower of the same;
- (b) there shall be no EURIBOR for that Loan; and
- (c) Clause 10.4 (*Cost of funds*) shall apply to that Loan for that Interest Period.

10.4 Cost of funds

- (a) If this Clause 10.4 applies, the rate of interest on each Lender's share of the relevant Loan for the relevant Interest Period shall be the percentage rate per annum which is the sum of:

- (i) the Margin; and
 - (ii) the rate notified to the Agent by that Lender as soon as practicable and in any event before interest is due to be paid in respect of that Interest Period, to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in that Loan from whatever source it may reasonably select;
- (b) If this Clause 10.4 applies and the Agent or the Borrower so requires, the Agent and the Borrower shall enter into negotiations (for a period of not more than thirty (30) days) with a view to agreeing a substitute basis for determining the rate of interest.
 - (c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Borrower, be binding on all Parties.
 - (d) If this Clause 10.4 applies pursuant to Clause 10.3 (*Market disruption*) and:
 - (i) a Lender's Funding Rate is less than EURIBOR; or
 - (ii) a Lender does not supply a quotation by the time specified in paragraph (a)(ii) above,

the cost to that Lender of funding its participation in that Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be EURIBOR.

10.5 Break Costs

- (a) The Borrower shall, within five (5) Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.
- (b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

11. FEES

11.1 Loan administration fee

- (a) The Borrower shall pay to the Mandated Lead Arranger a fee (in Dinar equivalent) computed at the rate of zero point thirty per cent. (0.30%) per annum on the Available Commitment of the Lenders for the period commencing on (and including) the date falling thirty (30) days after the Effective Date.
- (b) The accrued loan administration fee is payable on the last day of each successive period of six (6) Months which ends during the Availability Period, on the last day of the Availability Period and, if

cancelled in full, on the cancelled amount of the relevant Commitment of the Lenders at the time the cancellation is effective.

11.2 Arrangement fee

The Borrower shall pay to the Mandated Lead Arranger an arrangement fee (in Dinar equivalent) of zero point seventy-five per cent. (0.75%) of the Total Commitments on the date falling thirty (30) days after the Effective Date.

12. TAX GROSS UP AND INDEMNITIES

12.1 Definitions

(a) In this Agreement:

"Protected Party" means a Finance Party which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

"Tax Credit" means a credit against, relief or remission for, or repayment of any Tax.

"Tax Deduction" means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

"Tax Payment" means either the increase in a payment made by the Borrower to a Finance Party under Clause 12.2 (*Tax gross-up*) or a payment under Clause 12.3 (*Tax indemnity*).

(b) Unless a contrary indication appears, in this Clause 12 a reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

12.2 Tax gross-up

(a) The Borrower shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

(b) The Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrower.

(c) If a Tax Deduction is required by law to be made by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(d) If the Borrower is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

- (e) Within thirty (30) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.3 Tax indemnity

- (a) The Borrower shall on demand by the Agent pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.
- (b) Paragraph (a) above shall not apply:
 - (i) with respect to any Tax assessed on a Finance Party:
 - (A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
 - (B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or
 - (ii) to the extent a loss, liability or cost:
 - (A) is compensated for by an increased payment under Clause 12.2 (*Tax gross-up*), Clause 12.7 (*FATCA deduction and gross-up by the Borrower*) or paragraph (b) of Clause 12.8 (*FATCA Deduction by a Finance Party*);
 - (B) relates to a FATCA Deduction required to be made by a Party; and
 - (C) is compensated for by a payment under paragraph (d) of Clause 12.8 (*FATCA Deduction by a Finance Party*).
- (c) A Protected Party making, or intending to make, a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrower.
- (d) A Protected Party shall, on receiving a payment from the Borrower under this Clause 12.3, notify the Agent.

12.4 Stamp taxes

The Borrower shall pay on demand and indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

12.5 VAT

- (a) All amounts expressed to be payable under a Finance Document by any Party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document and such Finance Party is required to account to the relevant tax authority for the VAT, that Party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that Party).
- (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the "**FP Contractor**") to any other Finance Party (the "**Recipient**") under a Finance Document, and any Party other than the Recipient (the "**VAT Relevant Party**") is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the FP Contractor (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
 - (i) (where the FP Contractor is the person required to account to the relevant tax authority for the VAT) the VAT Relevant Party must also pay to the FP Contractor (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the VAT Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and
 - (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the VAT Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
- (c) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

- (d) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

12.6 FATCA Information

- (a) Subject to paragraph (c) below, each Party shall, within thirty (30) days of a reasonable request by another Party:
 - (i) confirm to that other Party whether it is:
 - (A) a FATCA Exempt Party; or
 - (B) not a FATCA Exempt Party;
 - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
 - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
 - (i) any law or regulation;
 - (ii) any fiduciary duty; or
 - (iii) any duty of confidentiality.
- (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

- (e) If the Borrower is a US Tax Obligor or the Agent reasonably believes that its obligations under FATCA or any other applicable law or regulation require it, each Lender shall, within thirty (30) days of:
- (i) where the Borrower is a US Tax Obligor and the relevant Lender is an Original Lender, the date of this Agreement;
 - (ii) where the Borrower is a US Tax Obligor on a Transfer Date and the relevant Lender is a New Lender, the relevant Transfer Date;
 - (iii) where the Borrower is not a US Tax Obligor, the date of a request from the Agent,

supply to the Agent:

- (A) a withholding certificate on Form W-8, Form W-9 or any other relevant form; or
- (B) any withholding statement or other document, authorisation or waiver as the Agent may require to certify or establish the status of such Lender under FATCA or that other law or regulation.

12.7 **FATCA deduction and gross-up by the Borrower**

- (a) If the Borrower is required to make a FATCA Deduction, the Borrower shall make that FATCA Deduction and any payment required in connection with that FATCA Deduction within the time allowed and in the minimum amount required by FATCA.
- (b) If a FATCA Deduction is required to be made by the Borrower (other than a FATCA Deduction relating to a Lender that is not an Original Lender), the amount of the payment due from the Borrower shall be increased to an amount which (after making any FATCA Deduction) leaves an amount equal to the payment which would have been due if no FATCA Deduction had been required. No additional payment shall be required in respect of a FATCA Deduction relating to a Lender other than an Original Lender.
- (c) The Borrower shall promptly upon becoming aware that the Borrower must make a FATCA Deduction (or that there is any change in the rate or the basis of a FATCA Deduction) notify the Agent accordingly. Similarly, a Finance Party shall notify the Agent on becoming so aware in respect of a payment payable to that Finance Party. If the Agent receives such notification from a Finance Party it shall notify the Borrower.
- (d) Within thirty (30) days of making either a FATCA Deduction or any payment required in connection with that FATCA Deduction, the Borrower shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the FATCA Deduction has been made or (as applicable) any appropriate payment has been paid to the relevant governmental or taxation authority.

12.8 FATCA Deduction by a Finance Party

- (a) Each Finance Party may make any FATCA Deduction it is required by FATCA to make, and any payment required in connection with that FATCA Deduction, and no Finance Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction. A Finance Party which becomes aware that it must make a FATCA Deduction in respect of a payment to another Party (or that there is any change in the rate or the basis of such FATCA Deduction) shall notify that Party and the Agent.
- (b) If the Agent is required to make a FATCA Deduction in respect of a payment to a Finance Party under Clause 26.2 (*Distributions by the Agent*) which relates to a payment by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after the Agent has made such FATCA Deduction), leaves the Agent with an amount equal to the payment which would have been made by the Agent if no FATCA Deduction had been required.
- (c) The Agent shall promptly upon becoming aware that it must make a FATCA Deduction in respect of a payment to a Finance Party under Clause 26.2 (*Distributions by the Agent*) which relates to a payment by the Borrower (or that there is any change in the rate or the basis of such a FATCA Deduction) notify the Borrower and the relevant Finance Party.
- (d) The Borrower shall on demand by the Agent pay to a Finance Party an amount equal to the loss, liability or cost which that Finance Party determines will be or has been (directly or indirectly) suffered by that Finance Party as a result of another Finance Party making a FATCA Deduction in respect of a payment due to it under a Finance Document. This paragraph shall not apply to the extent a loss, liability or cost is compensated for by an increased payment under paragraph (b) above.
- (e) A Finance Party making, or intending to make, a claim under paragraph (d) above shall promptly notify the Agent of the FATCA Deduction which will give, or has given, rise to the claim, following which the Agent shall notify the Borrower.
- (f) A Finance Party must, on receiving a payment from the Borrower under this Clause, notify the Agent.

12.9 Tax credit and FATCA

If the Borrower makes a Tax Payment or a FATCA Payment and the relevant Finance Party (excluding any Lender other than an Original Lender) determines that:

- (a) a Tax Credit is attributable to an increased payment of which that Tax Payment or FATCA Payment forms part, to that Tax Payment or FATCA Payment or to a Tax Deduction or FATCA Deduction in consequence of which that Tax Payment or FATCA Payment was required; and

(b) that Finance Party has obtained, utilised and retained that Tax Credit,

the Finance Party shall pay an amount to the Borrower which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment or FATCA Payment not been required to be made by the Borrower.

13. INCREASED COSTS

13.1 Increased costs

(a) Subject to Clause 13.3 (*Exceptions*) the Borrower shall on demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of:

- (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement; or
- (ii) compliance with any law or regulation made after the date of this Agreement.

(b) In this Agreement:

"Increased Costs" means:

- (i) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital (including as a result of any reduction in the rate of return on capital brought about by more capital being required to be allocated by such Finance Party);
- (ii) an additional or increased cost; or
- (iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

13.2 Increased cost claims

(a) A Finance Party intending to make a claim pursuant to Clause 13.1 (*Increased costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrower.

(b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.

13.3 Exceptions

- (a) Clause 13.1 (*Increased costs*) does not apply to the extent any Increased Cost is:
 - (i) attributable to a Tax Deduction required by law to be made by the Borrower;
 - (ii) attributable to a FATCA Deduction required to be made by a Finance Party;
 - (iii) compensated for by Clause 12.3 (*Tax indemnity*) (or would have been compensated for under Clause 12.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of Clause 12.3 (*Tax indemnity*) applied); or
 - (iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.
- (b) In this Clause 13.3, a reference to a "**Tax Deduction**" has the same meaning given to that term in Clause 12.1 (*Definitions*).

14. OTHER INDEMNITIES

14.1 Currency indemnity

- (a) If any sum due from the Borrower under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:
 - (i) making or filing a claim or proof against the Borrower;
 - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Borrower shall as an independent obligation, on demand, indemnify each Finance Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

- (b) The Borrower waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

14.2 Other indemnities

The Borrower shall, on demand, indemnify each Finance Party against any cost, loss or liability incurred by that Finance Party as a result of:

- (a) the occurrence of any Event of Default;

- (b) a failure by the Borrower to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 25 (*Sharing among the Finance Parties*);
- (c) funding, or making arrangements to fund, its participation in a Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone);
- (d) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower; or
- (e) acting or relying on any notice, request or instruction, in each case, which is issued/deemed issued by the Borrower and which that Finance Party reasonably believes to be genuine, correct and appropriately authorised.

14.3 Indemnity to the Agent

The Borrower shall on demand indemnify the Agent against:

- (a) any cost, loss or liability incurred by the Agent (acting reasonably) as a result of:
 - (i) investigating any event which it reasonably believes is a Default;
 - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or
 - (iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; and
- (b) any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent (otherwise than by reason of that Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 26.10 (*Disruption to payment systems etc.*)) notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent in acting as agent under the Finance Documents.

15. MITIGATION BY THE LENDERS

15.1 Mitigation

- (a) Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in the Facility ceasing to be available or any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality*), Clause 12 (*Tax gross-up and indemnities*) or Clause 13 (*Increased costs*) including (but not

limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

- (b) Paragraph (a) above does not in any way limit the obligations of the Borrower under the Finance Documents.

15.2 Limitation of liability

- (a) The Borrower shall promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 15.1 (*Mitigation*).
- (b) A Finance Party is not obliged to take any steps under Clause 15.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16. COSTS AND EXPENSES

16.1 Transaction expenses

The Borrower shall on demand pay to each Finance Party the amount of all costs and expenses (including legal fees which are subject to pre-agreed caps (if any)) incurred by that Finance Party (including costs and expenses incurred by Sinasure for which that Finance Party is liable) in connection with the negotiation, preparation, printing, execution and syndication of:

- (a) this Agreement and any other documents referred to in this Agreement;
- (b) any other Finance Documents executed after the date of this Agreement; and
- (c) the Sinasure Policy,

irrespective whether or not any drawing occurs under, and regardless of the effectiveness of, this Agreement or the Facility.

16.2 Amendment costs

If an amendment, waiver or consent is requested or required (including pursuant to Clause 32.4 (*Replacement of Screen Rate*)) in respect of a Finance Document or the Sinasure Policy, the Borrower shall, within five (5) Business Days of demand, pay to each Finance Party for the amount of all costs and expenses (including legal fees) incurred by that Finance Party (including costs and expenses incurred by Sinasure for which that Finance Party is liable) in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 Enforcement costs

The Borrower shall, within five (5) Business Days of demand, pay to each Finance Party the amount of all costs and expenses (including legal fees) incurred by that Finance Party (including costs and expenses incurred by Sinasure for which that Finance Party is liable) in connection with the registration, stamp duty, enforcement of, or the preservation of any rights under or any dispute or court proceeding arising from or in connection with, any Finance Document.

17. REPRESENTATIONS

The Borrower makes the representations and warranties set out in this Clause 17 to each Finance Party on the date of this Agreement.

17.1 Status

- (a) The Borrower is the Republic of Serbia represented by the Government of the Republic of Serbia, acting by and through the Ministry of Finance, and has entered into and will exercise its rights and perform the obligations under the Finance Documents on behalf of Serbia
- (b) It has the power to sue and be sued in its own name and to own its assets to carry on its operations as they are being and will be conducted.
- (c) It is not a FATCA FFI or a US Tax Obligor.
- (d) The Project Owner has the corresponding financial strength and operating and management ability to implement the Project.
- (e) The Borrower has good public finance management, financial and credit status, and is able to repay the principal of the Loan and interest thereon.

17.2 Binding obligations

- (a) The obligations expressed to be assumed by it in each Finance Document are, subject to, in relation to the incurrence of indebtedness and the assumption of payment obligations by the Borrower under this Agreement, the publication of the Official Gazette of Serbia in which the law on approving of this Agreement by the Parliament of Serbia has been published and any general principles of law limiting its obligations which are specifically referred to in any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*), legal, valid, binding and enforceable obligations.
- (b) This Agreement is in proper form for its enforcement in Serbia, except that for purposes of enforcement of any arbitral award before the courts in Serbia, a translation of this Agreement and related documents to Serbian may be required.

17.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and will not conflict with:

- (a) the Constitution of Serbia;
- (b) any law or regulation applicable to it; or
- (c) any agreement or instrument binding upon it or Serbia.

17.4 **Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents (subject, in relation to the incurrence of indebtedness and the assumption of payment obligations by the Borrower under this Agreement, to the publication of the Official Gazette of Serbia in which the law on approving of this Agreement by the Parliament of Serbia has been published).

17.5 **Validity and admissibility in evidence**

All Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;
- (b) for the borrowing of the Facility and payment by the Borrower of all sums in EUR; and
- (c) to make the Finance Documents to which it is a party admissible in evidence in Serbia,

have been obtained or effected and are in full force and effect (other than, in relation to the incurrence of indebtedness and the assumption of payment obligations by the Borrower under this Agreement, which are subject to the publication of the Official Gazette of Serbia in which the law on approving of this Agreement by the Parliament of Serbia has been published). .

17.6 **Governing law and enforcement**

- (a) The choice of governing law in each of the Finance Documents, and all non-contractual obligations arising from or in connection with them, will be recognised and enforced in Serbia.
- (b) The submission by the Borrower to the resolution of any disputes in accordance with Clause 37 (*Arbitration*) is valid and binding.
- (c) Any arbitral award obtained in relation to a Finance Document in the seat of that arbitral tribunal as specified in that Finance Document, will be recognised and enforced in Serbia.
- (d) Subject to reciprocity arrangement between the concerned jurisdictions, any judgment in relation to a Finance Document in the jurisdiction of the stated governing law of that Finance Document will be recognised and enforced in Serbia.

17.7 **Deduction of Tax**

Under the laws of Serbia, it is not required to make any Tax Deduction (as defined in Clause 12.1 (*Definitions*)) from any payment it may make under any Finance Document except for withholding tax which shall be borne and indemnified by the Borrower under this Agreement.

17.8 No filing or stamp taxes

It is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents, except that the borrowing under this Agreement shall be registered with the NBS in accordance with the Serbian law and the Ministry of Finance shall keep records on any obligation undertaken under or in relation to this Agreement and settlement of the obligations under or in relation to this Agreement as well as to supervise the implementation of this Agreement.

17.9 No default

- (a) No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.
- (b) The Borrower is not in default under any law, regulation, judgment, order, authorization, agreement or obligation applicable to it or its assets or revenues, the consequences of which default could materially and adversely affect its ability to perform its obligations under the Finance Documents and no event has occurred and is continuing which constitutes or which, upon the lapse of time or the giving of notice or both, would become an event of default (however described) or might have a Material Adverse Effect.

17.10 No misleading information

Any factual information provided by the Borrower was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading in any material respect.

17.11 Financial statements

Its financial statements most recently supplied to the Agent in accordance with Clause 18.1 (*Financial statements*) give a true and fair view and represent the consolidated financial condition and operations of the Borrower during the relevant financial year save to the extent expressly disclosed in such financial statements.

17.12 *Pari passu* ranking

Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

17.13 Commercial Contract

- (a) The Commercial Contract constitutes the legal, valid and binding obligation of each party thereto, enforceable against each such party thereto in accordance with its terms.
- (b) The Commercial Contract is in full force and effect.
- (c) Neither the Project Owner nor (to the best knowledge of the Borrower) the Contractor is in breach of any material provision of the Commercial Contract.

- (d) All authorizations, approvals and consents from any governmental or other authority or creditors of the Project Owner which are required for (i) the execution, delivery or performance of the Commercial Contract or the validity and enforceability thereof or (ii) the implementation of the Project, have been obtained or effected and are in full force and effect.

17.14 **No proceedings**

- (a) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have (to the best of its knowledge and belief) been started or threatened against it.
- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of its knowledge and belief (having made due and careful enquiry)) been made against it or its assets.

17.15 **Material Adverse Change**

There has been no Material Adverse Change.

17.16 **Budget**

All amounts payable by the Borrower under the Finance Documents are (for those payable in 2022) within the scope of the budget approved by Serbia for the 2022 Financial Year or will be (for those payable after 2022) within the scope of the budget approved by Serbia for each subsequent Financial Year until the Facility has been irrevocably discharged in full.

17.17 **No breach of laws**

- (a) None of the Borrower, the Project Owner or the Contractor has breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.
- (b) To the best knowledge of the Borrower, the entry into and performance by the Project Owner of, and the transactions contemplated by, the Commercial Contract do not and will not conflict with any law or regulations applicable to it.
- (c) The Borrower will comply with all foreign exchange controls and notices as required by the applicable regulations in Serbia from time to time.

17.18 **Environmental Compliance**

- (a) Each of the Borrower, the Project Owner and the Contractor is in compliance with Clause 19.5 (*Environmental Compliance*) and to the best of its knowledge and belief (after having made enquiries that the Borrower customarily conducts in such respects), there are no circumstances which may prevent or interfere with such compliance in the future.

- (b) No Environmental Claim which, if determined against the Borrower, the Project Owner or the Contractor, might have a Material Adverse Effect or has (to the best of its knowledge and belief (after having made enquiries that the Borrower customarily conducts in such respects)) been started or threatened against any of them.

17.19 **Private and Commercial Acts; no Immunity**

Its execution of the Finance Documents to which it is a party constitutes, and its exercise of its rights and performance of its obligations under the Finance Documents to which it is a party will constitute, private and commercial acts done and performed for private and commercial purposes.

Neither the Borrower nor any of its assets is entitled to any immunity or privilege (sovereign or otherwise) from arbitration, suit, execution, attachment or any other legal process with respect to its obligations under the Finance Documents to which it is a party, as the case may be, in any jurisdiction.

17.20 **Authorised signatories**

Any person specified as its authorised signatory of the Borrower specified in Schedule 2 (*Conditions Precedent to Initial Utilisation*) is authorised to sign the Utilisation Requests and other notices on its behalf

17.21 **Anti-Corruption Law and Anti-Money Laundering Law**

None of the Borrower, the Project Owner, or any minister or senior officer, or, to the best of the Borrower's knowledge (after having made enquiries that the Borrower customarily conducts in such respects), any Affiliate, officer (other than the senior officers), employee, or anyone acting on behalf, at the direction or in the interest of the Borrower or the Project Owner has engaged in any activity or conduct which would violate any Anti-Corruption Law or Anti-Money Laundering Law.

17.22 **Sanctions**

- (a) None of the Borrower, the Project Owner, or any minister or senior officer or, to the best of the Borrower's knowledge (after having made enquiries that the Borrower customarily conducts in such respects), any officer (other than the senior officers), employee, agent, controlled affiliate or anyone acting on behalf, at the direction or in the interest of the Borrower or the Project Owner, is a Restricted Person.
- (b) None of the Borrower, the Project Owner, or any minister and senior officer or, to the best of the Borrower's knowledge (after having made enquiries that the Borrower customarily conducts in such respects), any officer (other than the senior officers), employee, agent, controlled affiliate or anyone acting on behalf, at the direction or in the interest of the Borrower or the Project Owner, has received notice of any action, suit, proceeding or investigation against it with respect to Sanctions from any Sanctions Authority.
- (c) None of the Borrower, the Project Owner, or any minister and senior officer or, to the best of the Borrower's knowledge (after having made enquiries that the Borrower customarily conducts in such respects), any officer (other than the senior officers), employee, agent,

controlled affiliate or anyone acting on behalf, at the direction or in the interest of the Borrower or the Project Owner is an individual or entity that is located, organised or resident in a Sanctioned Country.

17.23 **IMF**

It is a member in good standing and eligible to use the resources of the IMF and is able to draw or make use of funds available to it under any IMF funding program and no such program has been cancelled or suspended.

17.24 **Compliant with IMF Agreements**

- (a) The Borrower is compliant with all its material obligations owing to the IMF under all the agreements with the IMF.
- (b) Without prejudice to the generality of paragraph (a) above, the Borrower is compliant with all restrictions and requirements that are related to the borrowing of sovereign loans by it under all the agreements with the IMF and will not include any such restriction or requirement as a result of its entry into or performance of its obligations under the Finance Documents.

17.25 **Repetition**

The Repeating Representations are deemed to be made by the Borrower (by reference to the facts and circumstances then existing) on the Effective Date, the date of each Utilisation Request, the first day of each Interest Period, and each Repayment Date.

18. **INFORMATION UNDERTAKINGS**

The undertakings in this Clause 18 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

18.1 **Financial statements**

The Borrower shall deliver to the Agent, as soon as the same become available and in any event by no later than the end of each Financial Year, its regulations of the budget for such Financial Year in a form acceptable to the Agent and in sufficient copies for the Lenders.

18.2 **Other Financial Information**

The Borrower shall, from time to time on request of the Agent, furnish the Agent with such other financial, statistical and general information about the Borrower and its agencies as the Agent may reasonably require, including, without limitation, projections of the items referred to in Clause 18.1 (*Financial Statements*).

- (a) The Borrower shall deliver to the Agent with all relevant information reasonably requested by it in relation to the Borrower, the Project Owner and the Finance Documents and such other information (financial or other) as the Agent may reasonably request with respect to the implementation or administration of the Commercial Contract, including without limitation, of the semi-annual reports on the actual progress and status of the Project, and shall regularly provide, through the Project Owner, the Agent on an annual basis, and at any

time as required by the Agent, progress relating to the Project, construction progress, construction materials, ordering, arrival and installation of equipment, compliance by the construction contents with the design requirements, fund input, payment of funds of Loan, production, operation and management, production and sale, market competitiveness, operating environment, handling of intermediary business, financial reports, statements, documents and information regarding operation and management, and financial benefits, after the Project is commenced and put into operation as well as the input and use of the funds self-financed by the Borrower and the Project Owner and other sources of funds and other relevant information.

- (b) At the request of the Agent, the Borrower shall provide the Agent within six (6) Months of completion of the Project with the Project completion summary report and provide within such period as the Agent requires the documents and materials for the post evaluation for the Project. The Borrower shall ensure the authenticity, accuracy, validity and integrity of the documents and materials provided.
- (c) The Borrower shall further timely provide the Agent with copies of the following documents: (i) the notification to proceed of the Project, before commencement of the construction of the Project; (ii) ensure that the Contractor will timely provide the Agent with the duly signed equipment supply contracts in respect of the Project which shall be in form and substance satisfactory to the Agent; and (iii) the duly signed construction subcontracts in respect of the Project which shall be in form and substance satisfactory to the Agent.

18.3 Information: miscellaneous

The Borrower shall (and shall procure the Project Owner to) supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

- (a) such information concerning the Commercial Contract or the Project as may reasonably be requested by the Agent, any Lender or Sinosure from time to time;
- (b) all documents dispatched by the Borrower to its creditors (or any class of them) or its creditors generally at the same time as they are dispatched;
- (c) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against it, and which might, if adversely determined, have a Material Adverse Effect;
- (d) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is made against the Borrower or its assets, and which is reasonably likely to have a Material Adverse Effect;
- (e) any amendment or waiver to or in respect of the Commercial Contract promptly upon such the execution of such amendment or waiver;

- (f) notice of any change of the Authorised Signatories, accompanied by specimen signatures in the form of a certificate signed by the Minister of Finance of Serbia certifying the identity of the new Authorised Signatories;
- (g) promptly upon becoming aware of them, details of claim made against the Borrower in relation to Sanctions Event, money laundering and/or bribery and corruption;
- (h) promptly upon becoming aware of them, the imposition of any law, decree or regulation materially affecting the Borrower or the Commercial Contract;
- (i) promptly upon becoming aware of them, the occurrence of any situation or event which may prevent or interfere with the performance by the Borrower of its obligations under the Finance Documents or the performance by the Project Owner under the Commercial Contract;
- (j) promptly upon becoming aware of them, any material adverse events in respect of the Project;
- (k) promptly upon becoming aware of them, details of any Sanctions Event against the Borrower by the IMF or any other multilateral development agency; and
- (l) such further information regarding the financial condition of the Borrower or the financial condition, business or operation of the Project reasonably requested by the Agent, provided that such information has not otherwise been supplied to the Agent pursuant to the Finance Documents.

18.4 Notification of default

- (a) The Borrower shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- (b) Promptly upon a request by the Agent, the Borrower shall supply to the Agent a certificate signed by an Authorised Signatory on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

18.5 "Know your customer" checks

- (a) If:
 - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
 - (ii) any change in the status of the Borrower after the date of this Agreement; or

- (iii) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Agent or any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in paragraph (iii) above, on behalf of any prospective new Lender) in order for the Agent, such Lender or, in the case of the event described in paragraph (iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) in order for the Agent to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents and Sinosure Policy.

19. GENERAL UNDERTAKINGS

The undertakings in this Clause 19 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

19.1 Authorisations

The Borrower shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Agent of,

any Authorisation required under any law or regulation of Serbia to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in Serbia of any Finance Document.

19.2 Compliance with laws

- (a) The Borrower shall comply in all respects with all laws, regulations and treaties to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents.
- (b) The Borrower shall procure that the Project will be conducted and operated in compliance with:

- (i) all applicable law of Serbia, in all material respects; and
- (ii) all necessary Authorisations for purpose of such Project.

19.3 Registration

The Borrower shall register this Agreement with the NBS in accordance with the Serbian law and shall ensure the Ministry of Finance keeps records on any obligation undertaken under or in relation to this Agreement and settlement of the obligations under or in relation this Agreement as well as to supervise the implementation of this Agreement.

19.4 Use of Proceeds of the Facility

The Borrower shall ensure that all amounts disbursed under this Agreement be used for the purposes specified in Clause 3.1 (*Purpose*).

19.5 Environmental compliance

- (a) The Borrower shall (and it shall ensure that the Project Owner will):
 - (i) comply with all Environmental Laws;
 - (ii) obtain, maintain and ensure compliance with all Environmental Permits required or desirable in connection with its respective business; and
 - (iii) implement procedures to monitor compliance with and to prevent liability under any Environmental Law.
- (b) The Borrower shall (and it shall ensure that the Project Owner will) inform the Agent in writing promptly upon becoming aware of:
 - (i) any Environmental Claim against it or any of them which is current, pending or threatened; or
 - (ii) any facts or circumstances which will or might reasonably be expected to result in any Environmental Claim being commenced or threatened against it (or any of them).

19.6 Negative pledge

The Borrower shall not and shall ensure that each of its agencies shall not create or permit to subsist any Security over all or any part of its present and future properties, assets or revenues, in each case, which are related to the Project (including the goods, materials and equipment supplied under the Commercial Contract and the other assets constituting part of the Project), to secure any External Indebtedness of Serbia without the Agent's prior written consent (acting on instruction of the Required Lenders).

19.7 Disposal

The Borrower shall not sell, transfer or dispose of the whole or any part of its business or its assets, in each case, which are related to the Project (including the goods, materials and equipment supplied under the

Commercial Contract and the other assets constituting part of the Project), whether by a single transaction or by a number of transactions.

19.8 **Pari passu**

The Borrower shall ensure that at all times any claims of the Finance Parties against it for amounts payable under the Finance Documents are, and will be its irrevocable, direct, general and unconditional obligations ranking at least *pari passu* in all respects with all its other present or future unsecured and unsubordinated External Indebtedness (both actual and contingent).

19.9 **Loans and Guarantees**

The Borrower shall not grant any loan or advance or guarantee or in any other manner be or become directly or indirectly or contingently liable for any indebtedness or other obligations to any other person, unless such granting does not contravene Serbian law.

19.10 **Borrowing or Raising of Credit**

The Borrower shall not borrow or raise credit except from the Finance Parties pursuant to the Finance Documents or to incur any other indebtedness or permit to subsist any account or financial facility with any other bank or financial institution which indebtedness will have material adverse effect on the performance by the Borrower of its payment obligations hereunder.

19.11 **Independent Obligations**

The Borrower hereby represents, warrants and undertakes that its obligations and liabilities under the Finance Documents are independent and separate from those stated in agreements with other creditors, and the Borrower shall not seek from the Finance Parties any kind of comparable terms and conditions which are stated or might be stated in agreements with other creditors.

19.12 **Sinosure Policy**

- (a) The Borrower shall not take any action or omit to take action which would:
 - (i) be inconsistent with any requirement of Sinosure under or in connection with the Sinosure Policy or otherwise permit the restriction, revocation, annulment or termination of the Sinosure Policy; or
 - (ii) give rise to an exclusion or defence to payment applicable to an insured loss under the Sinosure Policy.
- (b) The Borrower agrees that, in the event that the Agent notifies the Borrower that it has filed or intends to file a claim for payment under the Sinosure Policy, the Borrower shall:
 - (i) assist the Finance Parties in the filing of any claim for compensation, indemnity or reimbursement (including but not limited to providing evidence, documentation, information, certificates and other forms of proof requested by any Finance Party);

- (ii) comply with any instruction reasonably required by any Finance Party and/or Sinasure with respect to the verification of any claim, eligibility or amount by any such person (including but not limited to providing evidence, documentation, information, certificates and other forms of proof requested by any Finance Party and/or Sinasure); and
 - (iii) promptly do all such acts or execute all such documents as a Finance Party may require to transfer such Finance Party's rights and interest under any Finance Document to Sinasure.
- (c) The Borrower agrees and acknowledges that its obligations under the Finance Documents shall in no way be affected by the Sinasure Policy. In case of any payment to any Finance Party pursuant to the Sinasure Policy, Sinasure shall, in addition to any other rights which it may have under the Sinasure Policy or otherwise, have full rights of recourse against the Borrower in respect of any such amounts. The rights of recourse of Sinasure shall in no way be affected by any dispute, claim or counterclaim whatsoever between the Borrower and the Finance Parties or between the parties to the Commercial Contract.
 - (d) The Borrower duly pay the Sinasure Premium under the Sinasure Policy and provide upon demand to the Agent the evidence of the payment of such Sinasure Premium.

19.13 **Commercial Contract**

The Borrower:

- (a) shall notify the Agent upon becoming aware of the same of any dispute, breach or occurrence of an event of force majeure under the Commercial Contract, or if it has reasonable grounds to believe that there will be any breach of the Project Owner's or the Contractor's obligations under the Commercial Contract;
- (b) shall not, and shall procure that the Project Owner not to, (without the prior written consent of the Agent) agree to any amendments, variations or waivers to any material term (including but not limited to the terms in connection with the Advance Payment) of the Commercial Contract or to terminate, cancel, abandon or repudiate the Commercial Contract;
- (c) shall procure the Project Owner to comply at all times with its obligations under the Commercial Contract; and
- (d) should procure the Contractor to register the Commercial Contract in accordance with the law of Serbia and pay the tax authorities, at the own expense of the Contractor, all taxes, charges and stamp duty, as may be required under the law of Serbia.

19.14 **Application of FATCA**

The Borrower shall ensure that it will not become a FATCA FFI or a US Tax Obligor.

19.15 Budget

The Borrower shall ensure that all amounts due to be paid by the Borrower under the Facility during each calendar year shall be included in each annual state budget of Serbia for the relevant calendar year in accordance with applicable laws and regulations and shall deliver to the Agent evidence satisfactory to it regarding the inclusion of the relevant amounts in the relevant budget.

19.16 Anti-Corruption Law and Anti-Money Laundering Law

- (a) The Borrower shall not, and shall procure the Project Owner not to, directly or indirectly use the proceeds of the Facility for any purpose which would breach any Anti-Corruption Laws or any Anti-Money Laundering Laws.
- (b) The Borrower must:
 - (i) conduct its business in compliance with applicable Anti-Corruption Laws and Anti-Money Laundering Laws; and
 - (ii) maintain policies and procedures designed to promote and achieve compliance with applicable Anti-Corruption Laws and Anti-Money Laundering Laws.
- (c) The Borrower shall not fund any repayment of any Facility with proceeds derived from a transaction prohibited by Anti-Corruption Laws or Anti-Money Laundering Laws or in any manner that would cause a Party to be in breach of any Anti-Corruption Law or Anti-Money Laundering Law.

19.17 Project undertakings

- (a) The Borrower shall ensure that no action which will prevent or interfere with the implementation or execution of the Project or with the performance of the Borrower's or the Project Owner's obligations under the Finance Documents and the Commercial Contract is taken or permitted to be taken by it or the Project Owner.
- (b) The Borrower shall, and shall procure the Project Owner to, permit the Lenders and/or accountants or other professional advisers and contractors of the Lenders at reasonable times and on reasonable notice to the Borrower access to the Borrower's and the Project Owner's books and records on the Finance Documents as they relate to the Project.
- (c) The Borrower shall, and shall procure the Project Owner to furnish or cause to be furnished to the Agent (acting on behalf of the Lenders) promptly upon their preparation, any plans, specifications, reports, contract documents and construction and procurement schedules for the Project, and any material modifications thereof or additions thereto, in such detail as the Agent (acting on behalf of the Lenders) shall reasonably request.
- (d) The Borrower shall (and shall procure the Project Owner to):

- (i) maintain records and procedures adequate to record and monitor the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods and services financed out of the proceeds of the Loans, and to disclose their use in the Project;
 - (ii) enable the Lenders' representatives to visit any facilities and construction sites included in the Project and to examine the goods financed out of the proceeds of the Loans and any plants, installations, sites, works, buildings, property, equipment, records and documents relevant to the performance of the obligations of the Borrower and the Project Owner under the Finance Documents and the Commercial Contract; and
 - (iii) furnish to the Agent (acting on behalf of the Lenders) at regular intervals all such information as the Agent (acting on behalf of the Lenders) shall reasonably request concerning the Project, its cost and, where appropriate, the benefits to be derived from it, the expenditure of the proceeds of the Loans and the goods and services financed out of such proceeds.
- (e) The Borrower shall at all times operate and maintain, or cause to be operated and maintained, any facilities relevant to the Project, and promptly as needed, make or cause to be made all necessary repairs and removals thereof
 - (f) The Borrower shall ensure that the Project Owner to make all contracts and do all things which are necessary to construct the Project diligently in accordance with the Commercial Contract and any other Project related documents.

19.18 Sanctions

- (a) The Borrower shall not, and shall procure the Project Owner not to, directly or indirectly use the proceeds of the Facility hereunder, or lend, contribute or otherwise make available such proceeds to any administrative organ, branch or body, joint venture, partner or other person or entity:
 - (i) to fund or facilitate any activities of or business with any Restricted Person:
 - (A) the subject or the target of any sanctions or trade embargos administered or enforced by the Sanction Authority, or
 - (B) owned fifty per cent. (50%) or more by or otherwise controlled by, or acting on behalf of one or more Restricted Persons, or
 - (C) located, organized or resident in a country or territory that is, or whose government is, the subject or the target of Sanctions (including but not limited to, Cuba,

Iran, North Korea, Sudan, the Crimea region in Ukraine and Syria) (each, a "**Sanctioned Country**"),

- (ii) to fund or facilitate any activities of or business in any Sanctioned Country, or
 - (iii) in any other manner that will result in a violation by any Restricted Person (including any Restricted Person participating in the transaction, whether as underwriter, advisor, investor, lender, hedge provider, facility or security agent or otherwise) of Sanctions.
- (b) The Borrower has instituted and maintains policies and procedures designed to prevent violations of Sanctions.

19.19 **Taxes**

The Borrower shall comply with all tax obligations (including but not limited to VAT obligations) that may apply under the law of Serbia in connection with the Finance Documents.

19.20 **Punctual Payment**

The Borrower shall punctually pay all sums due from it and otherwise comply with its obligations under the Finance Documents.

19.21 **Further Documents**

The Borrower shall execute such documents in favor of the Finance Parties and do all such necessary assurances, acts and things as the Agent may reasonably require to secure all obligations and liabilities hereby covenanted to be paid or hereby secured, and also give all notices, and directions which the Agent may reasonably require.

20. **EVENTS OF DEFAULT**

Each of the events or circumstances set out in this Clause 20 is an Event of Default (save for Clause 20.16 (*Acceleration*)).

20.1 **Non-payment**

The Borrower does not pay on the due date any amount payable pursuant to a Finance Document or the Project Owner does not pay on the due date any amount payable pursuant to the Commercial Contract, in each case at the place and in the currency in which it is expressed to be payable.

20.2 **Other obligations**

- (a) The Borrower does not comply with any provision of the Finance Documents (other than those referred to in Clause 20.1 (*Non-payment*)).
- (b) No Event of Default under paragraph (a) above shall occur if the failure to comply is capable of remedy and is remedied within fifteen (15) days of the Borrower becoming aware of the failure to comply

and the Agent giving notice of the Borrower of the failure to comply, whichever is the earlier.

20.3 **Misrepresentation**

Any representation or statement made or deemed to be made by the Borrower in the Finance Documents or any other document delivered by or on behalf of the Borrower under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

20.4 **Tax Exemptions**

Any tax exemption granted as of the date of this Agreement or after execution of the same by relevant authorities in Serbia in respect of the Project has become null or void or has not been implemented by relevant authorities.

20.5 **Cross default**

- (a) Any indebtedness of the Borrower is not paid when due nor within any applicable grace period.
- (b) Any indebtedness of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any indebtedness of the Borrower is cancelled or suspended by a creditor of the Borrower as a result of an event of default (however described).
- (d) Any creditor of the Borrower becomes entitled to declare any indebtedness of the Borrower due and payable prior to its specified maturity as a result of an event of default (however described).

20.6 **Creditors' Process**

Any expropriation, attachment, sequestration, distress or execution (or any analogous process in any applicable jurisdiction) affects any asset or assets of the Borrower and is not discharged within thirty (30) days.

20.7 **Failure to comply with court judgment or arbitral award**

The Borrower fails to comply with or pay by the required time any sum due from it under any final judgment or any final order made or given by a court or arbitral tribunal or other arbitral body.

20.8 **Unlawfulness and invalidity**

- (a) It is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Documents.
- (b) Any obligation or obligations of the Borrower under any Finance Documents are not or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.

- (c) Any Finance Document ceases to be in full force and effect or a party to it (other than a Finance Party) seeks to prove that such Finance Document is ineffective.

20.9 **Repudiation**

The Borrower repudiates a Finance Document or evidences an intention to repudiate a Finance Document.

20.10 **Litigation**

Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced, or any judgment or order of a court, arbitral body or agency is made against the Borrower or the Project Owner or its respective assets, which have or are reasonably likely to have a Material Adverse Effect.

20.11 **Convertibility / Transferability**

Any foreign exchange law is amended, enacted or introduced in Serbia with regard to:

- (a) the ability of the Borrower and/or the Project Owner to exchange or convert domestic currency into the Foreign Currency;
- (b) the transfer by or on behalf of the Borrower or the Project Owner of the Foreign Currencies to the Finance Parties in satisfaction of the obligations of the Borrower and/or the Project Owner under the Finance Document (or any judgment in relation thereto); or
- (c) the Borrower's and/or the Project Owner's ability to pay euros abroad free of any reserve requirement or exchange control.

20.12 **Material adverse change**

Any event or circumstance occurs which the Required Lenders reasonably believe might have a Material Adverse Effect.

20.13 **Moratorium**

- (a) A moratorium is declared in respect of any indebtedness of the Borrower.
- (b) The Borrower is unable or admits inability to pay any indebtedness as it falls due or proposes or enters into any composition or other arrangement for the benefit of its creditors in respect of its indebtedness generally or any class of such creditors.
- (c) Any proceeding is commenced in respect of the Borrower under any law, regulation or procedure relating to the reconstruction or readjustment of its indebtedness.
- (d) There occurs, in relation to the Borrower, in any country or territory to the jurisdiction of whose courts it is subject, any event which, in the reasonable opinion of the Required Lenders, appears in that country or territory to correspond with, or have an effect equivalent or similar to, any of those mentioned in subclause (a) above.

- (e) The validity of any Finance Document Agreement is contested by the Borrower, or the Borrower denies generally liability under the Finance Documents (whether by a general suspension of payments or a moratorium on the payment of indebtedness generally or otherwise).

20.14 License and Authorisation

Any license, consent, approval or authorization of, or any filing or registration with, any governmental authority or agency necessary from the domicile of the Borrower for the validity or enforceability of the Finance Documents or the making or performance by the Borrower of its obligations under the Finance Documents, as the case may be, or any agreement or instrument required hereunder or for the admissibility in evidence of this Agreement is revoked, or is not issued or timely renewed, or ceases to remain in full force and effect.

20.15 Sinasure Policy

Any event occurs which might result in the cancellation, rescission, or termination of the Sinasure Policy or otherwise exempt, reduce or materially change Sinasure's liabilities under the Sinasure Policy, or has material adverse effect on the rights of the Finance Parties under the Sinasure Policy.

20.16 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Required Lenders, by notice to the Borrower:

- (a) cancel the Total Commitments, whereupon they shall immediately be cancelled;
- (b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or
- (c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Agent on the instructions of the Required Lenders.

21. CHANGES TO THE LENDERS

21.1 Assignments and transfers by the Lenders

Subject to this Clause 21, a Lender (the "**Existing Lender**") may

- (a) at any time:
 - (i) assign any of its rights; or
 - (ii) transfer by novation any of its rights and obligations,

under the Finance Documents to Sinasure, a bank or deposit taking financial institution, trust, insurer or reinsurer, pension fund, an SPV Lender or any other person, in each case, subject to the prior written consent of Sinasure and upon prior notice to the Borrower; and

- (b) if an Event of Default is continuing:
 - (i) assign any of its rights; or
 - (ii) transfer by novation any of its rights and obligations,

under the Finance Documents, to Sinasure (or as directed by Sinasure) or, subject to the prior written consent of Sinasure and upon prior notice to the Borrower, to any other bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets.

For the purpose of this Agreement, the "**New Lender**" means any assignee or transferee as referred to under paragraphs (a) and (b) above.

21.2 **Conditions of assignment or transfer**

- (a) An assignment will only be effective on:
 - (i) receipt by the Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Finance Parties as it would have been under if it was an Original Lender; and
 - (ii) performance by the Agent of all necessary "**know your customer**" or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.
- (b) A transfer will only be effective if the procedure set out in Clause 21.5 (*Procedure for transfer*) is complied with.
- (c) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

21.3 **Assignment or transfer fee**

The New Lender shall, on the date upon which an assignment or transfer (other than an assignment or transfer prior to the first Utilisation) takes effect, pay to the Agent (for its own account) a fee of EUR 5,000.00.

21.4 **Limitation of responsibility of Existing Lenders**

- (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

- (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents, the SinSURE Policy or any other documents;
- (ii) the financial condition of the Borrower;
- (iii) the financial condition of SinSURE;
- (iv) the performance and observance by the Borrower of its obligations under the Finance Documents or any other documents;
- (v) the performance and observance by SinSURE of its obligations under the SinSURE Policy; or
- (vi) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document, the SinSURE Policy or any other document,

and any representations or warranties implied by law are excluded.

- (b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:
 - (i) has made (and shall continue to make) its own independent investigation and assessment of all risks arising under or in connection with the Finance Documents (including the financial condition and affairs of the Borrower and its related entities and the nature and extent of any recourse against any Party or its assets) and the SinSURE Policy in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Parties in connection with any Finance Document or the SinSURE Policy; and
 - (ii) will continue to make its own independent appraisal of the creditworthiness of the Borrower and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.
- (c) Nothing in any Finance Document obliges an Existing Lender to:
 - (i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 21; or
 - (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by the Borrower of its obligations under the Finance Documents or otherwise.

21.5 Procedure for transfer

- (a) Subject to the conditions set out in Clauses 21.1 (*Assignments and transfers by the Lenders*) and 21.2 (*Conditions of assignment or transfer*) a transfer is effected in accordance with paragraph (c) below

when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

- (b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.
- (c) On the Transfer Date:
 - (i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents the Borrower and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another under the Finance Documents shall be cancelled (being the "**Discharged Rights and Obligations**");
 - (ii) the Borrower and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as the Borrower and the New Lender have assumed and/or acquired the same in place of the Borrower and the Existing Lender;
 - (iii) the Agent, the Mandated Lead Arranger, the New Lender and the other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Mandated Lead Arranger and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and
 - (iv) the New Lender shall become a Party as a "Lender".

21.6 Procedure for assignment

- (a) Subject to the conditions set out in Clauses 21.1 (*Assignments and transfers by the Lenders*) and 21.2 (*Conditions of assignment or transfer*) an assignment may be effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment

Agreement. For the avoidance of doubt, an Assignment Agreement will be treated as duly completed notwithstanding the fact that the Borrower is not required to execute that Assignment Agreement to formally acknowledge the transfer of obligations.

- (b) The Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.
- (c) On the Transfer Date:
 - (i) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Assignment Agreement;
 - (ii) the Existing Lender will be released by the Borrower and the other Finance Parties from the obligations owed by it (the "**Relevant Obligations**") and expressed to be the subject of the release in the Assignment Agreement; and
 - (iii) the New Lender shall become a Party as a "Lender" and will be bound by obligations equivalent to the Relevant Obligations.
- (d) The Lenders may utilise procedures other than those set out in this Clause 21.6 to assign their rights under the Finance Documents provided that they comply with the conditions set out in Clauses 21.1 (*Assignments and transfers by the Lenders*) and 21.2 (*Conditions of assignment or transfer*).

21.7 **Copy of Transfer Certificate or Assignment Agreement to Borrower and Acknowledgment**

- (a) The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate or an Assignment Agreement send to the Borrower a copy of that Transfer Certificate or Assignment Agreement.
- b) The Borrower shall, as soon as reasonably practicable after it has received a copy of the Transfer Certificate or Assignment Agreement, deliver to the NBS (with a copy to the Agent) a written statement:
 - (i) of acknowledgment of the transfer of the Lender's rights under the Finance Documents, and
 - (ii) (if applicable) consenting to the transfer of the Lender's obligations under the Finance Documents for the purposes of reporting the change to the Lender.

21.8 **Security over Lenders' rights**

- (a) Subject to paragraph (b) below, in addition to the other rights provided to Lenders under this Clause 21.8, each Lender may at any time charge, assign or otherwise create Security in or over (whether

by way of collateral or otherwise) all or any of its rights under any Finance Document or the Sinasure Policy to, as applicable, Sinasure, a federal reserve, central bank or any person to whom that Lender may assign or transfer its rights and / or obligations under the Finance Documents to secure obligations of that Lender including, without limitation:

- (i) any charge, assignment or other Security to secure obligations to Sinasure, a federal reserve or central bank; and
- (ii) in the case of any Lender which is a fund, any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities, except that no such charge, assignment or Security shall:
 - (A) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for a Lender as a party to any of the Finance Documents; or
 - (B) require any payments to be made by the Borrower other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.
- (b) The written consent of Sinasure is required by any Lender which wishes to charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender.

22. **CHANGES TO THE BORROWER**

The Borrower may not assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

23. **ROLE OF THE AGENT, THE MANDATED LEAD ARRANGER AND THE REFERENCE BANKS**

23.1 **Appointment of the Agent**

- (a) Each of the Mandated Lead Arranger and the Lenders appoints the Agent to act as its agent under and in connection with the Finance Documents.
- (b) Each of the Mandated Lead Arranger and the Lenders authorises the Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

23.2 Instructions

- (a) The Agent shall:
 - (i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as the Agent in accordance with any instructions given to it by:
 - (A) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision;
 - (B) all Lenders and Sinosure if the relevant Finance Document stipulates the matter is an all Lender and Sinosure decision;
 - (C) Sinosure if the relevant Finance Documents stipulates the matter is a Sinosure decision; and
 - (D) in all other cases, the Required Lenders; and
 - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.
- (b) The Agent shall be entitled to request instructions, or clarification of any instruction, from the Required Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders or Sinosure, from that Lender or group of Lenders or Sinosure) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion. The Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
- (c) Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders or Sinosure under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Required Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
- (d) The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders or Sinosure until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.
- (e) In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders and Sinosure.
- (f) The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document.

23.3 Duties of the Agent

- (a) The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (b) Subject to paragraph (c) below, the Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.
- (c) Without prejudice to Clause 21.7 (*Copy of Transfer Certificate or Assignment Agreement to Borrower and Acknowledgment*), paragraph (b) above shall not apply to any Transfer Certificate or any Assignment Agreement.
- (d) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.
- (f) If the Agent is aware of the non-payment of any principal, interest, loan administration fee or other fee payable to a Finance Party (other than the Agent or the Mandated Lead Arranger) under this Agreement, it shall promptly notify the other Finance Parties.
- (g) The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

23.4 Role of the Mandated Lead Arranger

- (a) The Mandated Lead Arranger shall, at the request of the Agent, coordinate with the Borrower on the Utilisations and promptly upon becoming aware of them, supply to the Agent, any material adverse events in respect of the Project, Material Adverse Change, notice of Default or Event of Default.
- (b) Except as specifically provided in the Finance Documents, the Mandated Lead Arranger has no obligations of any kind to any other Party under or in connection with any Finance Document.

23.5 No fiduciary duties

- (a) Nothing in any Finance Document constitutes the Agent or any of the Mandated Lead Arranger as a trustee or fiduciary of any other person.
- (b) Neither the Agent nor the Mandated Lead Arranger shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

23.6 Business with the Borrower

The Agent and the Mandated Lead Arranger may accept deposits from, lend money to and generally engage in any kind of banking or other business with the Borrower.

23.7 Rights and discretions

- (a) The Agent may:
 - (i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;
 - (ii) assume that:
 - (A) any instructions received by it from the Required Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and
 - (B) unless it has received notice of revocation, that those instructions have not been revoked; and
 - (iii) rely on a certificate from any person:
 - (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
 - (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.
- (b) The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:
 - (i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 20.1 (*Non-payment*)); and
 - (ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised.
- (c) The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.
- (d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be desirable.

- (e) The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by that Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.
- (f) The Agent may act in relation to the Finance Documents through its officers, employees and agents and the Agent shall not:
 - (i) be liable for any error of judgment made by any such person; or
 - (ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part of any such person,

unless such error or such loss was directly caused by the Agent's gross negligence or wilful misconduct.
- (g) Unless a Finance Document expressly provides otherwise, the Agent may disclose to any other Party any information it reasonably believes it has received as the Agent under this Agreement.
- (h) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor the Mandated Lead Arranger is obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (i) Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

23.8 Responsibility for documentation

Neither the Agent nor the Mandated Lead Arranger is responsible or liable for:

- (a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, the Mandated Lead Arranger, the Borrower or any other person in or in connection with any Finance Document or the transactions contemplated in the Finance Documents, the Sinasure Policy or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Sinasure Policy;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, the Sinasure Policy or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Sinasure Policy; or

- (c) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

23.9 No duty to monitor

The Agent shall not be bound to enquire:

- (a) whether or not any Default has occurred;
- (b) as to the performance, default or any breach by any Party of its obligations under any Finance Document or the Sinosure Policy; or
- (c) whether any other event specified in any Finance Document or the Sinosure Policy has occurred.

23.10 Exclusion of liability

- (a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent), the Agent will not be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:

- (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Sinosure Policy, unless directly caused by its gross negligence or wilful misconduct;
- (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Sinosure Policy or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the Sinosure Policy, other than by reason of its gross negligence or wilful misconduct; or
- (iii) without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation, for negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of:

- (A) any act, event or circumstance not reasonably within its control; or
- (B) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation;

market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

- (b) No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document or the Sinasure Policy and any officer, employee or agent of the Agent may rely on this Clause subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
- (c) The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents or the Sinasure Policy to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- (d) Nothing in this Agreement shall oblige the Agent or the Mandated Lead Arranger to carry out:
 - (i) any "know your customer" or other checks in relation to any person; or
 - (ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender,on behalf of any Lender and each Lender confirms to the Agent and the Mandated Lead Arranger that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or the Mandated Lead Arranger.
- (e) Without prejudice to any provision of any Finance Document or the Sinasure Policy excluding or limiting the Agent's liability, any liability of the Agent arising under or in connection with any Finance Document or the Sinasure Policy shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

23.11 Lenders' indemnity to the Agent

- (a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, within five (5) Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 26.10 (*Disruption to payment systems etc.*), notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as an agent under the Finance Documents (unless the Agent has been reimbursed by the Borrower pursuant to a Finance Document).
- (b) the Borrower shall immediately on demand reimburse any Lender for any payment that Lender makes to the Agent pursuant to paragraph (a) above.

23.12 Resignation of the Agent

- (a) The Agent may resign and appoint one of its Affiliates with the prior consent of Sinasure acting through an office as successor by giving notice to the Lenders and the Borrower.
- (b) Alternatively the Agent may resign by giving thirty (30) days' notice to the Lenders and the Borrower, in which case the Required Lenders (after consultation with the Borrower) may appoint a successor Agent.
- (c) If the Required Lenders have not appointed a successor Agent in accordance with paragraph (b) above within twenty (20) days after notice of resignation was given, the retiring Agent (after consultation with the Borrower) may appoint a successor Agent.
- (d) If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as the Agent and the Agent is entitled to appoint a successor Agent under paragraph (c) above, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this Clause 23 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under this Agreement which are consistent with the successor Agent's normal fee rates and those amendments will bind the Parties.
- (e) The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as agent under the Finance

Documents. The Borrower shall, on demand, reimburse the retiring Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.

- (f) The Agent's resignation notice shall only take effect upon the appointment of a successor.
- (g) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (e) above), but shall remain entitled to the benefit of Clause 14.3 (*Indemnity to the Agent*) and this Clause 23 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (h) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (b) above) if on or after the date which is three (3) Months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:
 - (i) the Agent fails to respond to a request under Clause 12.6 (*FATCA Information*) and the Borrower or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
 - (ii) the information supplied by the Agent pursuant to Clause 12.6 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
 - (iii) the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

and (in each case) the Borrower or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Borrower or that Lender, by notice to the Agent, requires it to resign.

23.13 Replacement of the Agent

- (a) After consultation with the Borrower, the Required Lenders may, by giving thirty (30) days' notice to the Agent, replace that Agent by appointing a successor Agent.
- (b) The retiring Agent shall, without any cost for the Borrower, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as the Agent under the Finance Documents.

- (c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Required Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) above) but shall remain entitled to the benefit of Clause 14.3 (*Indemnity to the Agent*) and this Clause 23 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).
- (d) Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

23.14 Confidentiality

- (a) In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.
- (b) If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

23.15 Relationship with the Lenders

- (a) The Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:
 - (i) entitled to or liable for any payment due under any Finance Document on that day; and
 - (ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,unless it has received not less than five (5) Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.
- (b) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 28.5 (*Electronic communication*)) electronic mail address and/or any other information required to enable the transmission of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address (or such other information), department and officer by that Lender for the purposes of Clause 28.2 (*Addresses*) and paragraph (a)(ii) of Clause 28.5 (*Electronic communication*) and the Agent shall be entitled to treat such person

as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

23.16 Credit appraisal by the Lenders

Without affecting the responsibility of the Borrower for information supplied by it or on its behalf in connection with any Finance Document or the Sinosure Policy, each Lender confirms to the Agent and each Mandated Lead Arranger that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document or the Sinosure Policy, including but not limited to:

- (a) the financial condition, status and nature of the Borrower;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, the Sinosure Policy and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Sinosure Policy;
- (c) whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document or the Sinosure Policy, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Sinosure Policy; and
- (d) the adequacy, accuracy or completeness of any information provided by the Agent, any Party or by any other person under or in connection with any Finance Document or the Sinosure Policy, the transactions contemplated by any Finance Document, the Sinosure Policy or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Sinosure Policy.

23.17 The Agent's management time

Any amount payable to the Agent under Clause 14.3 (*Indemnity to the Agent*), Clause 16 (*Costs and expenses*) and Clause 23.11 (*Lenders' indemnity to the Agent*) shall include the cost of utilising the Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Agent may notify to the Borrower and the Lenders.

23.18 Deduction from amounts payable by the Agent

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

23.19 Role of Reference Banks

- (a) No Reference Bank is under any obligation to provide a quotation or any other information to the Agent.
- (b) No Reference Bank will be liable for any action taken by it under or in connection with any Finance Document, or for any Reference Bank Quotation, unless directly caused by its gross negligence or wilful misconduct.
- (c) No Party (other than the relevant Reference Bank) may take any proceedings against any officer, employee or agent of any Reference Bank in respect of any claim it might have against that Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document, or to any Reference Bank Quotation, and any officer, employee or agent of each Reference Bank may rely on this Clause 23.19 subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

23.20 Third party Reference Banks

A Reference Bank which is not a Party may rely on Clause 23.19 (*Role of Reference Banks*), Clause 32.3 (*Other exceptions*) and Clause 34 (*Confidentiality of Funding Rates and Reference Bank Quotations*), subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

24. CONDUCT OF BUSINESS BY THE FINANCE PARTIES

No provision of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

25. SHARING AMONG THE FINANCE PARTIES

25.1 Payments to Finance Parties

- (a) If a Finance Party (a "**Recovering Finance Party**") receives or recovers any amount from the Borrower other than in accordance with Clause 26 (*Payment Mechanics*) (a "**Recovered Amount**") and applies that amount to a payment due under the Finance Documents then:
 - (i) the Recovering Finance Party shall, within three (3) Business Days, notify details of the receipt or recovery to the Agent;
 - (ii) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would

have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 26 (*Payment Mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

- (iii) the Recovering Finance Party shall, within three (3) Business Days of demand by the Agent, pay to the Agent an amount (the "**Sharing Payment**") equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 26.5 (*Partial payments*).

25.2 **Redistribution of payments**

The Agent shall treat the Sharing Payment as if it had been paid by the Borrower and distribute it between the Finance Parties (other than the Recovering Finance Party) (the "**Sharing Finance Parties**") in accordance with Clause 26.5 (*Partial payments*) towards the obligations of the Borrower to the Sharing Finance Parties.

25.3 **Recovering Finance Party's rights**

On a distribution by the Agent under Clause 25.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from the Borrower, as between the Borrower and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by the Borrower.

25.4 **Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the "**Redistributed Amount**"); and
- (b) as between the Borrower and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by the Borrower.

25.5 **Exceptions**

- (a) This Clause 25 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the Borrower.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has

received or recovered as a result of taking legal or arbitration proceedings, if:

- (i) it notified that other Finance Party of the legal or arbitration proceedings; and
- (ii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

26. PAYMENT MECHANICS

26.1 Payments to the Agent

- (a) On each date on which the Borrower or a Lender is required to make a payment under a Finance Document, the Borrower or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Agent, in each case, specifies.

26.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 26.3 (*Distributions to the Borrower*), Clause 26.4 (*Clawback and pre-funding*) and Clause 23.18 (*Deduction from amounts payable by the Agent*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five (5) Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency.

26.3 Distributions to the Borrower

The Agent may (with the consent of the Borrower or in accordance with Clause 27 (*Set-off*)) apply any amount received by it for the Borrower in or towards payment (on the date and in the currency and funds of receipt) of any amount due from the Borrower under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

26.4 Clawback and pre-funding

- (a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

- (b) Unless paragraph (c) below applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.
- (c) If the Agent has notified the Lenders that it is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrower:
 - (i) the Agent shall notify the Borrower of that Lender's identity and the Borrower shall on demand refund it to the Agent; and
 - (ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

26.5 Partial payment

- (a) If the Agent receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under the Finance Documents, or if the Agent receives a prepayment of a Loan pursuant to Clause 7.3 (*Commercial Contract*), Clause 7.4 (*Mandatory prepayment – Sanctions Trigger Event*) and Clause 7.7 (*Voluntary prepayment of Loan*), the Agent shall apply that payment towards the obligations of the Borrower under the Finance Documents in the following order:
 - (i) **first**, in or towards payment *pro rata* of any unpaid amount owing to the Agent or the Mandated Lead Arranger under the Finance Documents;
 - (ii) **secondly**, in or towards payment *pro rata* of any accrued interest, fee or commission due but unpaid under this Agreement;
 - (iii) **thirdly**, in or towards payment *pro rata* of any principal due but unpaid under this Agreement; and
 - (iv) **fourthly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.
- (b) The Agent shall, if so directed by the Required Lenders, vary the order set out in paragraphs (a)(ii) to (iv) above.
- (c) Paragraphs (a) and (b) above will override any appropriation made by the Borrower.

26.6 No set-off by the Borrower

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

26.7 Business Days

- (a) Any payment under any Finance Document which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

26.8 Currency of account

- (a) Subject to paragraphs (b) and (c) below, euros is the currency of account and payment for any sum due from the Borrower under any Finance Document.
- (b) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (c) Any amount expressed to be payable in a currency other than euros shall be paid in that other currency.

26.9 Change of currency

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
 - (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrower); and
 - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Interbank Market and otherwise to reflect the change in currency.

26.10 Disruption to payment systems etc.

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Borrower that a Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facility as the Agent may deem necessary in the circumstances;
- (b) the Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- (c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;
- (d) any such changes agreed upon by the Agent and the Borrower shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of Clause 32 (*Amendments and Waivers*);
- (e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 26.10; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

27. SET-OFF

A Finance Party may set off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

28. NOTICES

28.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

28.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (a) in the case of the Borrower, that identified with its name below;

REPUBLIC OF SERBIA REPRESENTED BY THE MINISTRY OF FINANCE

Address: Pop Lukina 7-9, 11000 Belgrade, Serbia

Fax Number: +381 11 2629055

Attention: Ana Tripovic

Department: Ministry of Finance-Public Debt Administration

Contact Number: +381 11 3202461

- (b) in the case of each Lender, that notified in writing to the Agent on or prior to the date on which it becomes a Party;

BANK OF CHINA LIMITED HUNGARIAN BRANCH

Address: H-1051 Budapest, József nádor tér 7, Hungary

Fax Number: +36 1 429 9290

Attention: Sheng Danting

Department: Corporate Banking Department

Contact Number: +36 1 429 9393

Email address: danting.sheng@bankofchina.hu

- (c) in the case of the Agent, that identified with its name below;

BANK OF CHINA LIMITED HUNGARIAN BRANCH

Address: H-1051 Budapest, József nádor tér 7, Hungary

Fax Number: +36 1 429 9290

Attention: Sheng Danting

Department: Corporate Banking Department

Contact Number: +36 1 429 9393

Email address: danting.sheng@bankofchina.hu

or any substitute address or fax number or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five (5) Business Days' notice.

28.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

- (i) if by way of fax, when received in legible form; or
- (ii) if by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 28.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Agent will be effective only when actually received by the Agent and then only if it is expressly marked for the attention of the department or officer identified with the Agent's signature below (or any substitute department or officer as the Agent shall specify for this purpose).
- (c) All notices from or to the Borrower shall be sent through the Agent.
- (d) Any communication or document which becomes effective, in accordance with paragraphs (a) to (c) above, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

28.4 **Notification of address and fax number**

Promptly upon changing its address or fax number, the Agent shall notify the other Parties.

28.5 **Electronic communication**

- (a) Any communication to be made between any two Parties under or in connection with the Finance Documents may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five (5) Business Days' notice.
- (b) Any such electronic communication as specified in paragraph (a) above to be made between the Borrower and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.
- (c) Any such electronic communication as specified in paragraph (a) above made between any two Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by a Party to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose.

- (d) Any electronic communication which becomes effective, in accordance with paragraph (c) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.
- (e) Any reference in a Finance Document to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 28.5.

28.6 English language

- (a) Any notice given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document (other than those which are of purely technical nature) must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is:
 - (A) a constitutional, statutory or other official document; or
 - (B) the Sinosure Policy or other document issued by Sinosure under or in connection with the Sinosure Policy.

29. CALCULATIONS AND CERTIFICATES

29.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

29.2 Certificates and determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

29.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Interbank Market differs, in accordance with that market practice.

30. PARTIAL INVALIDITY

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor

the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

31. **REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

32. **AMENDMENTS AND WAIVERS**

32.1 **Required consents**

- (a) Subject to Clause 32.2 (*All Lender matters*) and Clause 32.3 (*Other exceptions*) any term of the Finance Documents may be amended or waived only with the consent of the Required Lenders and the Borrower and any such amendment or waiver will be binding on all Parties.
- (b) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 32.

32.2 **All Lender matters**

Subject to Clause 32.4 (*Replacement of Screen Rate*), an amendment or waiver of any term of any Finance Document that has the effect of changing or which relates to:

- (a) the definition of "Required Lenders" in Clause 1.1 (*Definitions*);
- (b) an extension to the date of payment of any amount under the Finance Documents;
- (c) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable;
- (d) a change in currency of payment of any amount under the Finance Documents;
- (e) a change to the Borrower;
- (f) any provision which expressly requires the consent of all the Lenders; or
- (g) Clause 2.2 (*Finance Parties' rights and obligations*), Clause 7.1 (*Illegality*), Clause 7.2 (*Sinosure Policy Event*), Clause 7.10 (*Application of prepayments*), Clause 21 (*Changes to the Lenders*), Clause 25 (*Sharing among the Finance Parties*), this Clause 32, Clause 36 (*Governing Law*) or Clause 37 (*Arbitration*),

shall not be made without the prior consent of all the Lenders.

32.3 Other exceptions

An amendment or waiver which relates to the rights or obligations of the Agent, the Mandated Lead Arranger or a Reference Bank (each in their capacity as such) may not be effected without the consent of the Agent, the Mandated Lead Arranger or that Reference Bank, as the case may be.

32.4 Replacement of Screen Rate

(a) Subject to Clause 32.3 (*Other exceptions*), if a Screen Rate Replacement Event has occurred in relation to any Screen Rate for a currency which can be selected for a Loan, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Benchmark in relation to that currency in place of that Screen Rate; and

(ii)

(A) aligning any provision of any Finance Document to the use of that Replacement Benchmark;

(B) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Benchmark;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with consent of the Agent (acting of the instructions of the Required Lenders) and the Borrower.

(b) If any Lender fails to respond to a request for an amendment or waiver described in paragraph (a) above within 15 Business Days (or such longer time period in relation to any request which the Borrower and the Agent may agree) of that request being made:

(i) its Commitment shall not be included for the purpose of calculating the Total Commitments under the Facility when

ascertaining whether any relevant percentage of Total Commitments has been obtained to approve that request; and

- (ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

33. CONFIDENTIAL INFORMATION

33.1 Confidentiality

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 33.2 (*Disclosure of Confidential Information*) and Clause 33.3 (*Disclosure to Numbering Service Providers*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

33.2 Disclosure of Confidential Information

Any Finance Party may disclose:

- (a) to any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;
- (b) to any person:
 - (i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as the Agent and, in each case, to any of that person's Affiliates, Representatives and professional advisers;
 - (ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or the Borrower and to any of that person's Affiliates, Representatives and professional advisers;
 - (iii) appointed by any Finance Party or by a person to whom paragraph (b)(i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (b) of Clause 23.15 (*Relationship with the Lenders*));

- (iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (ii) above;
- (v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the Sinosure Regulations, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
- (vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
- (vii) who is a Party; or
- (viii) with the consent of the Borrower;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

- (A) in relation to paragraphs (b)(i), (b)(ii) and (b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;
 - (B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;
 - (C) in relation to paragraphs (b)(v) and (b)(vi) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances; and
- (c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality

agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party;

- (d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Borrower if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information; and
- (e) to Sinasure (including its professional advisers) such Confidential Information as may be required to be disclosed in connection with the Sinasure Policy if Sinasure is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

33.3 Disclosure to Numbering Service Providers

- (a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or the Borrower the following information:
 - (i) name of the Borrower;
 - (ii) date of this Agreement;
 - (iii) Clause 36 (*Governing Law*);
 - (iv) the names of the Agent and the Mandated Lead Arranger;
 - (v) date of each amendment and restatement of this Agreement;
 - (vi) amount of the Facility;
 - (vii) amount of Total Commitments;
 - (viii) currency of the Facility;
 - (ix) type of Facility;
 - (x) ranking of Facility;
 - (xi) Final Maturity Date for Facility;
 - (xii) changes to any of the information previously supplied pursuant to paragraphs (i) to (xi) above; and
 - (xiii) such other information agreed between such Finance Party and the Borrower,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

- (b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or the Borrower by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
- (c) The Borrower represents that none of the information set out in paragraphs (i) to (xiii) of paragraph (a) above is, nor will at any time be, unpublished price-sensitive information.

33.4 Entire agreement

This Clause 33 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

33.5 Inside information

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

33.6 Notification of disclosure

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrower:

- (a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph (b)(v) of Clause 33.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 33.

34. CONFIDENTIALITY OF FUNDING RATES AND REFERENCE BANK QUOTATIONS

34.1 Confidentiality and disclosure

- (a) The Agent and the Borrower agree to keep each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b), (c) and (d) below.
- (b) The Agent may disclose:
 - (i) any Funding Rate (but not, for the avoidance of doubt, any Reference Bank Quotation) to the Borrower pursuant to Clause 8.4 (*Notification of rates of interest*); and

- (ii) any Funding Rate or any Reference Bank Quotation to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender or Reference Bank, as the case may be.
- (c) The Agent may disclose any Funding Rate or any Reference Bank Quotation, and the Borrower may disclose any Funding Rate, to:
 - (i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate or Reference Bank Quotation is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or Reference Bank Quotation or is otherwise bound by requirements of confidentiality in relation to it;
 - (ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the Borrower, as the case may be, it is not practicable to do so in the circumstances;
 - (iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the Borrower, as the case may be, it is not practicable to do so in the circumstances; and
 - (iv) any person with the consent of the relevant Lender or Reference Bank, as the case may be.
- (d) The Agent's obligations in this Clause 34 relating to Reference Bank Quotations are without prejudice to its obligations to make

notifications under Clause 8.4 (*Notification of rates of interest*) **provided that** (other than pursuant to paragraph (b)(i) above) the Agent shall not include the details of any individual Reference Bank Quotation as part of any such notification.

34.2 **Related obligations**

- (a) The Agent and the Borrower acknowledge that each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and the Borrower undertake not to use any Funding Rate or, in the case of the Agent, any Reference Bank Quotation for any unlawful purpose.
- (b) The Agent and the Borrower agree (to the extent permitted by law and regulation) to inform the relevant Lender or Reference Bank, as the case may be:
 - (i) of the circumstances of any disclosure made pursuant to paragraph (c)(ii) of Clause 34.1 (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
 - (ii) upon becoming aware that any information has been disclosed in breach of this Clause 34.

34.3 **No Event of Default**

No Event of Default will occur under Clause 20.2 (*Other obligations*) by reason only of the Borrower's failure to comply with this Clause 34.

35. **COUNTERPARTS**

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

36. **GOVERNING LAW**

This Agreement (including the provisions in Clause 37 (*Arbitration*)) and any non-contractual obligations arising out of or in connection with it are governed by English law.

37. **ARBITRATION**

37.1 **Arbitration**

Any dispute arising out of or in connection with this Agreement, including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement (a "**Dispute**") shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration ("**LCIA**") which are deemed to be incorporated by reference into this Clause.

37.2 Formation of arbitral tribunal, seat and language of arbitration

- (a) The tribunal shall consist of three arbitrators. The claimant and the respondent shall nominate an arbitrator respectively. The third arbitrator, who shall be the chairman of the tribunal, shall be nominated by the two party-nominated arbitrators within thirty (30) days of the last of their appointments.
- (b) The seat of arbitration (a) shall be London, England.
- (c) The language of the arbitration shall be English.

37.3 Recourse to courts

For the purposes of arbitration pursuant to this Clause 37 (*Arbitration*), the Parties waive any right of application to determine a preliminary point of law or appeal on a point of law under Sections 45 and 69 of the Arbitration Act 1996.

37.4 Service of process

Without prejudice to any other mode of service allowed under any relevant law, the Borrower:

- (a) irrevocably appoints His Excellency Mr. Ambassador of Serbia (whose address as at the date of this Agreement is 28 Belgrave Square, London SW1X 8QB, United Kingdom) as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and
- (b) agrees that failure by a process agent to notify the Borrower of the process will not invalidate the proceedings concerned.

37.5 Waiver of Immunity

- (a) Subject to paragraph (b) below, if in any jurisdiction in which the Dispute is being taken in connection with any Finance Document the Borrower has the power to claim for itself or its assets immunity from suit or execution or other legal process or if the court may of its own motion grant such immunity to the Borrower or its assets, the Borrower hereby irrevocably and unconditionally waives and undertakes not to take any step to assert or claim such immunity. The Borrower hereby consents in connection with such Dispute to the giving of any order or relief, or the issue of any process, against it or its assets, including but not limited to any suit, jurisdiction of any arbitral institution or arbitral tribunal, judgment, arbitral award, service of process upon it or any agent, execution on judgment, enforcement of arbitral award, setoff, attachment prior to judgment, and/or attachment in aid of execution.
- (b) Notwithstanding any of the provisions of this Clause 37.5 (*Waiver of Immunity*), the Borrower does not waive any immunity in respect of any present or future (i) "premises of the mission" as defined in the Vienna Convention on Diplomatic Relations signed in 1961, (ii) "consular premises" as defined in the Vienna Convention on Consular Relations signed in 1963, (iii) assets that cannot be in commerce, (iv)

military property or military assets and buildings, weapons and equipment designated for defence, state and public security, (v) receivables the assignment of which is restricted by law, (vi) natural resources, common use items, grids in public ownership, river basin land and water facilities in public ownership, protected natural heritage in public ownership and cultural heritage in public ownership, (vii) real estate in public ownership which is, partly or entirely, used by the authorities of Serbia, autonomous provinces or local self-government for the purpose of exercising their rights and duties, (viii) the state's, autonomous province's or local government's stocks and shares in companies and public enterprises, unless the relevant entity consented to the establishment of a pledge over such stocks or shares, (ix) movable or immovable assets of health institutions, unless a mortgage was established based on the Government of Serbia's decision or (x) other assets exempt from enforcement by law or international treaties.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1

THE ORIGINAL LENDER

Name of Original Lender	Commitment
Bank of China Limited Hungarian Branch	EUR 203,400,928
Total Commitments	EUR 203,400,928

Schedule 2

CONDITIONS PRECEDENT TO INITIAL UTILISATION**1. THE BORROWER AND THE CONTRACTOR**

- (a) A certified copy of the following:
 - (i) evidence that the Government of the Republic of Serbia has passed the Conclusion (i) adopting as the basis for negotiation of and the final draft of this Agreement and (ii) authorising the Minister of Finance of the Republic of Serbia, to execute this Agreement in the name and for the account of the Borrower;
 - (ii) the law approving this Agreement has been enacted by the Parliament of the Republic of Serbia and it has been published in the Official Gazette of the Republic of Serbia and the period for the law to enter into force has lapsed; and
 - (iii) evidence that the borrowing under this Agreement has been duly registered with the NBS in accordance with the Serbian law.
- (b) A certificate of the Minister of Finance of Serbia:
 - (i) setting out the full name, title and specimen of signature of each representative of the Borrower authorised to sign, on behalf of the Borrower, this Agreement and any documents to be delivered by the Borrower pursuant to the Finance Documents; and
 - (ii) confirming that each copy provided under this Schedule 2 (*Conditions Precedent to Initial Utilisation*) is complete, true and in full force and effect.
- (c) A certificate of the Minister of Finance confirming that:
 - (i) all amounts payable by the Borrower under the Finance Documents during a Financial Year are (for those payable in 2022) within the scope of the budget approved by Serbia for the 2022 Financial Year or will be (for those payable after 2022) within the scope of the budget approved by Serbia for each subsequent Financial Year until the Facility has been irrevocably discharged in full together with evidence that the borrowing by the Borrower under this Agreement is duly budgeted in the Law on Budget of the Republic of Serbia for 2022; and
 - (ii) utilisation of the Facility would not breach any restriction on its borrowing powers or on the borrowing powers of any agency through which the Borrower is acting.

2. THE CONTRACTOR

- (a) A certificate of the authorised signatory of the Contractor (with the company chop of the Contractor affixed):

- (i) setting out the full name, title and true signature of each representative of the Contractor authorised to sign and execute, on behalf of the Contractor, the Commercial Contract, the Contractor Certificate and any documents to be delivered by the Contractor pursuant to the Finance Documents; and
- (ii) certifying all documents delivered by the Contractor pursuant to the Finance Documents are correct, complete, up-to-date and may be relied upon as at a date no earlier than the date of this Agreement.

3. LEGAL OPINIONS

- (a) A legal opinion of Mayer Brown, legal advisers to the Mandated Lead Arranger and the Agent in England, in relation to the English law governed Finance Documents and substantially in the form distributed to the Original Lender prior to signing this Agreement.
- (b) A legal opinion of Milosevic Law Office, legal advisers to the Mandated Lead Arranger and the Agent, in relation to the laws of Serbia, substantially in the form distributed to the Original Lender prior to signing this Agreement.
- (c) A legal opinion of JunHe LLP, legal advisers to the Mandated Lead Arranger and the Agent, in relation to the laws of the PRC, substantially in the form distributed to the Original Lender prior to signing this Agreement.
- (d) A legal opinion of the Ministry of Justice of the Republic of Serbia, in substantially the form set out in Schedule 9 (*Form of Legal Opinion of the Ministry of Justice of the Borrower*).

4. FINANCE DOCUMENTS

Each Finance Document duly executed by the parties thereto and delivered to the Agent.

5. OTHER DOCUMENTS AND EVIDENCE

- (a) The Sinasure Policy, in form and substance satisfactory to the Lenders, duly issued by Sinasure and evidence that all conditions precedent to the effectiveness thereof have been satisfied.
- (b) A notice from Sinasure that the Sinasure Policy has come into full force and effect in form and substance satisfactory to the Lenders.
- (c) Evidence that Sinasure has received the Sinasure Premium payable under the Sinasure Policy.
- (d) Evidence that the Contractor has received payment of the Advance Payment in full.
- (e) Certified copy of the Contractor (with the company chop of the Contractor affixed) of a statement issued by the Contractor specifying the names, titles and specimen signatures of the Contractor

representatives duly authorised by the Contractor to sign the Contractor Certificates.

- (f) A certified copy of the Commercial Contract duly executed by the parties thereto and evidence that the Commercial Contract is effective.
- (g) Evidence that any process agent referred to in Clause 37.4 (*Service of process*) has accepted its appointment.
- (h) A copy of an undertaking issued by the Borrower and the Contractor expressing its consent to cooperate with the Agent on the post evaluation of the Project.
- (i) A copy of any other Authorisation or other document, opinion or assurance which the Agent reasonably considers to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.
- (j) Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 11 (*Fees*), Clause 12.4 (*Stamp taxes*) and Clause 16 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.
- (k) Any information and evidence requested by any Finance Party in respect of the Borrower which is necessary to enable such Finance Party to comply with its anti-money laundering procedures or "know your client" requirements.

Schedule 3

UTILISATION REQUEST

From: The Republic of Serbia, represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance

To: [Agent]

Dated:

Dear Sirs

Facility Agreement of EUR 203,400,928 dated [●] 2022 made between The Republic of Serbia, represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance, as Borrower, Bank of China Srbija A.D. Beograd as Mandated Lead Arranger and Bank of China Limited Hungarian Branch as Agent and Lender (the "Agreement")

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
2. We wish to borrow a Loan on the following terms:

Proposed Utilisation Date:	[●] (or, if that is not a Business Day, the next Business Day)
Currency of Loan:	Euros
Amount:	[●] or, if less, the Available Facility
3. We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.
4. The proceeds of this Loan should be credited to:

[INSERT the Borrower Account].
5. This Utilisation Request is irrevocable.
6. The Contractor Certificate is attached.

Yours faithfully

.....
authorised signatory for and on behalf of
The Republic of Serbia, represented by the Government of the Republic of Serbia
acting by and
through the Ministry of Finance

Schedule 4

FORM OF CONTRACTOR CERTIFICATE*[On the Contractor's letterhead]*

To: [] as Agent

Dated:

Dear Sirs

Facility Agreement of EUR 203,400,928 dated [•] 2022 made between The Republic of Serbia, represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance, as Borrower, Bank of China Srbija A.D. Beograd as Mandated Lead Arranger and Bank of China Limited Hungarian Branch as Agent and Lender (the "Agreement")

1. This is a Contractor Certificate. Terms defined in the Agreement shall have the same meaning in this Contractor Certificate unless given a different meaning in this Contractor Certificate.
2. We have attached hereto a copy of each of the Relevant Supporting Documents in connection with the transaction described in paragraph 3(a) of this Contractor Certificate.
3. We hereby and on oath confirm that:
 - (a) as per our invoice n°[•] dated [•], we have invoiced the Project Owner for an amount of EUR[•] in respect of the Commercial Contract (in relation to *[insert description of the relevant supply or works]*) (the "**Invoiced Amount**") and the payment of such Invoiced Amount shall be made by the Borrower into the following account (being the Contractor Account defined in the Agreement):

Name of account holder:	[]
Name of receiving bank:	[]
Address of receiving bank:	[]
Swift Code:	[]
Account number (EUR):	[]
 - (b) such payment [together with any previous Invoiced Amount referred to in a Contractor Certificate] represents no more than eighty-five per cent (85%) of the Commercial Contract Price;
 - (c) each of the Relevant Supporting Documents is complete, authentic and in effect and in conformity with the Commercial Contract in all material aspects;
 - (d) we have complied with Sinosure's instructions regarding the utilisation schedule;
 - (e) our above mentioned invoice is not disputed by the Project Owner;
 - (f) the Commercial Contract has not:

- (i) been repudiated, revoked, rescinded or terminated;
 - (ii) as far as we are aware, ceased to be in full force and effect;
 - (iii) as far as we are aware, ceased to be legal, valid, binding, enforceable or effective; or
 - (iv) been alleged by a party to it to be ineffective;
- (g) as far as we are aware, it is not, nor has it become, unlawful for us to perform our obligations under the Commercial Contract;
- (h) we have not directly or indirectly used the proceeds of the Facility for any purpose which would breach any Anti-Corruption Laws or any Anti-Money Laundering Laws.
- (i) we have not directly or indirectly used the proceeds of the Facility hereunder, or lend, contribute or otherwise make available such proceeds to or other person or entity:
- (i) to fund or facilitate any activities of or business with any Restricted Person:
 - (A) the subject or the target of any sanctions or trade embargos administered or enforced by the Sanction Authority, or
 - (B) owned fifty per cent. (50%) or more by or otherwise controlled by, or acting on behalf of one or more Restricted Persons, or
 - (C) located, organized or resident in a Sanctioned Country,
 - (ii) to fund or facilitate any activities of or business in any Sanctioned Country, or
 - (iii) in any other manner that will result in a violation by any Restricted Person (including any Restricted Person participating in the transaction, whether as initial purchaser, advisor, investor or otherwise) of Sanctions;
- (j) all information given by us to the Agent in connection with the Contractor Certificate is true and correct in all material aspects as at the date when such information is presented by us and can be relied on by the Agent; and

- (k) the Invoiced Amount set forth in paragraph 3(a) above is eligible for financing under the Agreement.

Yours faithfully,

China Road and Bridge Corporation

By:

Name:

Title:

[seal]

Schedule 5

FORM OF TRANSFER CERTIFICATE

To: [•] as Agent

From: *[The Existing Lender]* (the "Existing Lender") and *[The New Lender]* (the "New Lender")

Dated:

Facility Agreement of EUR 203,400,928 dated [•] 2022 made between The Republic of Serbia, represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance, as Borrower, Bank of China Srbija A.D. Beograd as Mandated Lead Arranger and Bank of China Limited Hungarian Branch as Agent and Lender (the "Agreement")

1. We refer to the Agreement. This is a Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.
2. We refer to Clause 21.5 (*Procedure for transfer*):
 - (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation, and in accordance with Clause 21.5 (*Procedure for transfer*), all of the Existing Lender's rights and obligations under the Agreement and other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participations in Loans under the Agreement as specified in the Schedule.
 - (b) The proposed Transfer Date is [•].
 - (c) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 28.2 (*Addresses*) are set out in the Schedule.
3. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 21.4 (*Limitation of responsibility of Existing Lenders*).
4. This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.
5. This Transfer Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.
6. This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

THE SCHEDULE

Commitment/rights and obligations to be transferred

[insert relevant details]

[Facility Office address, fax number and attention details for notices and account details for payments,]

For and on behalf of
[Existing Lender]

For and on behalf of
[New Lender]

By:

By:

This Transfer Certificate is accepted by the Agent and the Transfer Date is confirmed as [●].

For and on behalf of
[Agent]

By:

Schedule 6

FORM OF ASSIGNMENT AGREEMENT

To: [•] as Agent and [•] as Borrower

From: [the *Existing Lender*] (the "**Existing Lender**") and [the *New Lender*] (the "**New Lender**")

Dated:

Facility Agreement of EUR 203,400,928 dated [•] 2022 made between The Republic of Serbia, represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance, as Borrower, Bank of China Srbija A.D. Beograd as Mandated Lead Arranger and Bank of China Limited Hungarian Branch as Agent and Lender (the "Agreement")

1. We refer to the Agreement. This is an Assignment Agreement. Terms defined in the Agreement have the same meaning in this Assignment Agreement unless given a different meaning in this Assignment Agreement.
2. We refer to Clause 21.6 (*Procedure for assignment*):
 - (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participations in Loans under the Agreement as specified in the Schedule.
 - (b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitment(s) and participations in Loans under the Agreement specified in the Schedule.
 - (c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.
3. The proposed Transfer Date is [•].
4. On the Transfer Date the New Lender becomes Party to the Finance Documents as a Lender.
5. The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 28.2 (*Addresses*) are set out in the Schedule.
6. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 21.4 (*Limitation of responsibility of Existing Lenders*).
7. This Assignment Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with Clause 21.7 (*Copy of Transfer Certificate or Assignment Agreement to Borrower and Acknowledgment*), to the Borrower of the assignment referred to in this Assignment Agreement.

8. This Assignment Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment Agreement.
9. This Assignment Agreement [and any non-contractual obligations arising out of or in connection with it] [is/are] governed by English law.
10. This Assignment Agreement has been entered into on the date stated at the beginning of this Assignment Agreement.

THE SCHEDULE

Rights to be assigned and obligations to be released and undertaken

[insert relevant details]

[Facility office address, fax number and attention details for notices and account details for payments]

For and on behalf of

For and on behalf of

[Existing Lender]

[New Lender]

By:

By:

This Assignment Agreement is accepted by the Agent and the Transfer Date is confirmed as [●].

Signature of this Assignment Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party.

For and on behalf of

[Agent]

Schedule 7

REPAYMENT SCHEDULE

No. of instalment	Repayment Date	Repayment Percentage
1.	First Repayment Date	1/20
2.	The date falling 6 Months after the First Repayment Date	1/20
3.	The date falling 12 Months after	1/20
4.	The date falling 18 Months after	1/20
5.	The date falling 24 Months after	1/20
6.	The date falling 30 Months after	1/20
7.	The date falling 36 Months after	1/20
8.	The date falling 42 Months after	1/20
9.	The date falling 48 Months after	1/20
10.	The date falling 54 Months after	1/20
11.	The date falling 60 Months after	1/20
12.	The date falling 66 Months after	1/20
13.	The date falling 72 Months after	1/20
14.	The date falling 78 Months after	1/20
15.	The date falling 84 Months after	1/20
16.	The date falling 90 Months after	1/20
17.	The date falling 96 Months after	1/20
18.	The date falling 102 Months after the First Repayment Date	1/20
19.	The date falling 108 Months after the First Repayment Date	1/20
20.	Final Maturity Date	Remaining amount

Schedule 8
TIMETABLES

Function	Day/Time
Delivery of a duly completed Utilisation Request (Clause 5.1 (<i>Delivery of a Utilisation Request</i>)) by the Borrower to the Agent	U-15 10:00 a.m. (Belgrade time)
Agent notifies the Lenders of the Loan in accordance with Clause 5.4 (<i>Lenders' participation</i>)	U-10 10:00 a.m. (Belgrade time)
EURIBOR is fixed	Quotation Day 11:00 a.m. (Brussels time)
Reference Bank Rate calculated by reference to available quotations in accordance with Clause 10.2 (<i>Calculation of Reference Bank Rate</i>)	Quotation Day noon (Brussels time)

Where:

"U" = the applicable Utilisation Date

"U - X" = the day falling X Business Days prior to U

Schedule 9

LEGAL OPINION OF THE MINISTRY OF JUSTICE OF THE BORROWER

To: Bank of China Srbija A.D. Beograd as Mandated Lead Arranger and Bank of China Limited Hungarian Branch as Agent

Dear Sirs:

I am Minister of Justice of the Republic of Serbia, and submit this legal opinion in connection with the Facility Agreement dated _____, 2022 (hereinafter referred to as "the Facility Agreement") between Bank of China Srbija A.D. Beograd as Mandated Lead Arranger, Bank of China Limited Hungarian Branch as Agent and the financial institutions named in the Facility Agreement as Lenders and The Republic of Serbia represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance (hereinafter referred to as the "Borrower").

Unless otherwise defined herein, terms defined in the Facility Agreement shall have the same meanings when used in this opinion.

We have considered and examined all such laws and regulations of the Republic of Serbia as are relevant to the Facility Agreement and all such documents, as we have considered necessary or desirable for the opinions hereinafter expressed including, without limitation, the following documents:

- (a) the executed Facility Agreement;
- (b) the authorization of the Borrower dated _____ approving and authorizing the execution, delivery and performance of the Facility Agreement and any other documents in connection therewith, and the power of attorney issued by the Borrower authorizing Mr./Ms. _____ to execute the Facility Agreement on behalf of the Borrower;
- (c) the Constitution of the Borrower; and
- (d) other documents we deem necessary for the issuance of our legal opinion.

In giving this opinion, we have assumed and this opinion is given on the basis:

- (a) that all signatures, seals and chops are genuine and that all the documents submitted to us as copies conform to its originals;
- (b) that this legal opinion is confined to and given on the basis of the laws of the Republic of Serbia to the date hereof. We have not investigated, and we do not express or imply any opinion on, the laws of any other jurisdiction, and we have assumed that no other laws would affect the opinion expressed below;

This legal opinion is based upon the documents listed above as at the date thereof and we have assumed for the purpose hereof that such documents have not been amended, modified as of the date hereof. Based upon the foregoing, we are of the opinion that:

1. the Borrower is the Republic of Serbia represented by the Government of the Republic of Serbia, acting by and through the Ministry of Finance and has full power, authority and legal right to own its property and assets and to borrow the Facility on the terms and conditions of the Facility Agreement;

2. the Borrower has full power, authority and legal right to enter into and perform its obligations under the Finance Documents and has taken all necessary action to authorize the execution, delivery and performance of the Finance Documents;
3. each Finance Document has been duly executed and delivered, for and on behalf of the Borrower, by _____, who has the power and authority to do so;
4. each Finance Document constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with its terms;
5. the execution, delivery and performance of the Finance Documents by the Borrower do not and will not violate or conflict with or result in any breach of any provision of any law or regulation of the Republic of Serbia;
6. all governmental authorizations, approvals and consents required by the laws of the Republic of Serbia for signing, delivery and performance of the Finance Documents have been duly acquired, effected and completed and are in full force and effect, including making payments in foreign currencies under the Finance Documents and making the Finance Documents admissible in evidence in the courts of the Republic of Serbia;
7. no withholding would be made in respect of any payment to be made by the Borrower to the Finance Parties under the Finance Documents;
8. no stamp duty, registration, documentary or similar tax is payable by the Borrower and the Finance Parties in respect of the Finance Documents;
9. the payment obligations of the Borrower under the Finance Documents are and will be direct, unconditional and general obligations of the Borrower and rank at least pari passu with all its other unsecured and unsubordinated indebtedness, except those which are mandatorily preferred by operation of law;
10. the execution and performance of the Finance Documents by the Borrower constitute commercial acts rather than governmental acts, and neither the Borrower nor any of its property or assets enjoys any right of immunity on the grounds of sovereignty or otherwise from arbitration, suit, execution, attachment or any other legal process relating to the Finance Documents;
11. the choice of the English law to govern the Finance Documents is a valid choice of law. The irrevocable appointment of process agent by the Borrower to accept service of process is valid and binding on the Borrower;
12. the submission of any dispute arising out of or in connection with the Finance Documents by the Borrower to the under the Finance Documents does not contravene any law of the Republic of Serbia;
13. a final and conclusive judgment or any arbitration award given against the Borrower in any such legal actions would be recognized and enforced by the courts of the Republic of Serbia; and
14. the Finance Parties are not and will not be deemed to be resident, domicile or having an establishment in the Republic of Serbia by reason only of the

execution, delivery, performance and/or enforcement of the Finance Documents.

Although this opinion is dated _____ you may continue to rely on the opinion stated herein until the payment in full of all amounts pursuant to the Facility Agreement unless we shall have notified you in writing of any change in any opinions herein expressed.

IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand on this day of _____. 2022.

Very truly yours,

Name:

Schedule 10

FORM OF NOTICE OF EFFECTIVE DATE

From: [Agent]

To: The Republic of Serbia, represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance

Dated:

Dear Sirs

Facility Agreement of EUR 203,400,928 dated [●] 2022 made between The Republic of Serbia, represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance, as Borrower, Bank of China Srbija A.D. Beograd as Mandated Lead Arranger and Bank of China Limited Hungarian Branch as Agent and Lender (the "Agreement")

1. We refer to the Agreement.
2. We hereby inform you that the conditions set forth in subclauses (ii) and (iii) of Clause 1. (a) of Schedule 2 (*Conditions precedent to Initial Utilisation*) of the Agreement have been satisfied.
3. The Agreement has become effective on and from the date hereof.

[NAME OF AGENT], as Agent

Name:
Position:

Execution

THE BORROWER

For and on behalf of

**THE REPUBLIC OF SERBIA REPRESENTED BY THE GOVERNMENT OF THE
REPUBLIC OF SERBIA ACTING BY AND THROUGH THE MINISTRY OF
FINANCE**

Signature: _____

Name: Siniša Mali

Position: Minister of Finance

THE MANDATED LEAD ARRANGER

For and on behalf of

BANK OF CHINA SRBIJA A.D. BEOGRAD

By:

Name: Chen Keqin

Position: President of the Executive Board

By:

Name: Li Zhi

Position: Head of Sector of Business Development

THE AGENT

For and on behalf of

BANK OF CHINA LIMITED HUNGARIAN BRANCH

By:

Name: ZHAO Lianmeng Position: Head of Corporate Banking Department	Name: CHEN Luyang Position: Deputy CEO
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THE ORIGINAL LENDER

For and on behalf of

BANK OF CHINA LIMITED HUNGARIAN BRANCH

By:

<p>Name: ZHAO Lianmeng Position: Head of Corporate Banking Department</p>	<p>Name: CHEN Luyang Position: Deputy CEO</p>
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EUR 203.400.928 UGOVOR O KREDITNOM ARANŽMANU

datiran
27. januara 2022. godine

između

**REPUBLIKE SRBIJE KOJU ZASTUPA VLADA REPUBLIKE SRBIJE
POSTUPAJUĆI PREKO MINISTARSTVA FINANSIJA**

kao Zajmoprimca

aranžiran od strane

BANK OF CHINA SRBIJA A.D. BEOGRAD

kao Ovlašćenog glavnog aranžera

sa

BANK OF CHINA LIMITED HUNGARIAN BRANCH

u svojstvu Agentu

i

BANK OF CHINA LIMITED HUNGARIAN BRANCH

kao Prvobitnog Zajmodavca

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OVAJ UGOVOR datiran 27. januara 2022. godine sklopljen je između:

- (1) **REPUBLIKE SRBIJE, KOJU ZASTUPA VLADA REPUBLIKE SRBIJE POSTUPAJUĆI PREKO MINISTARSTVA FINANSIJA** (u daljem tekstu "**Zajmoprimac**");
- (2) **BANK OF CHINA SRBIJA A.D. BEOGRAD** (u daljem tekstu "**Ovlašćeni glavni aranžer**");
- (3) **BANK OF CHINA LIMITED HUNGARIAN BRANCH** navedenom u Prilogu 1 (*Prvobitni zajmodavac*) kao zajmodavac (u daljem tekstu "**Prvobitni zajmodavac**"); i
- (4) **BANK OF CHINA LIMITED HUNGARIAN BRANCH** kao agenta drugih strana kreditnog aranžmana (u daljem tekstu "**Agent**").

USAGLAŠENO JE kao što sledi:

1. **DEFINICIJE I TUMAČENJE**

1.1 **Definicije**

U ovom Ugovoru:

"Avansno plaćanje" označava "avansno plaćanje" u ukupnom iznosu od najmanje 35.894.282,40 evra, ekvivalent od 4.219.713.891,80 dinara, što je iznos jednak 15% vrednosti Komercijalnog ugovora.

"Podružnica" u smislu bilo kog lica označava Zavisno društvo tog lica ili Holding kompaniju tog lica ili drugo Zavisno društvo te Holding kompanije.

"Zakoni o sprečavanju korupcije" označava sve zakone ili propise koji se odnose na podmićivanje ili korupciju u meri u kojoj se primenjuju ili kojih moraju da se pridržavaju Zajmoprimac ili Naručilac projekta ili bilo koje lice ili agent koji postupa u ime Zajmoprimca ili Naručioca projekta, ili koji su na drugi način primenljivi na Projekat ili bilo koju drugu operaciju ili transakciju u koju je ušao Zajmoprimac, Naručilac projekta ili druga osoba ili agent koji postupa u ime Zajmoprimca ili Naručioca projekta.

"Zakoni o sprečavanju pranja novca" označava relevantne zakone ili propise u bilo kojoj jurisdikciji u kojoj se Zajmoprimac, ili Naručilac projekta nalazi ili posluje, a koji se odnose na pranje novca, sva predikatna krivična dela pranja novca ili bilo koju obavezu vođenja finansijske evidencije i izveštavanja koja se na to odnosi.

"Član 55 BRRD" označava član 55 Direktive 2014/59/EU o uspostavljanju okvira za oporavak i sanaciju kreditnih institucija i investicionih društava.

"Ugovor o ustupanju" označava ugovor suštinski u formi koja je utvrđena u Prilogu 6 (*Obrazac ugovora o ustupanju*) ili u drugom obliku dogovorenom između relevantnog asignanta i asignata.

"Ovlašćenje" označava ovlašćenje, saglasnost, odobrenje, rešenje, licencu, izuzeće, podnesak, overu javnog beležnika ili registraciju.

"Ovlašćeni potpisnik" označava ministra finansija Republike Srbije.

"Period raspoloživosti" označava period od i uključujući datum stupanja na snagu, do i uključujući datum koji se ranije desi: (a) Datum završetka i (b) datum koji nastupa šezdeset (60) meseci nakon datuma stupanja na snagu.

"Raspoloživa angažovana sredstva" označavaju Angažovana sredstva Zajmodavca umanjena za:

- (a) iznos njegovog učešća u svim neotplaćenim zajmovima; i
- (b) u vezi sa bilo kojim predloženim korišćenjem, iznos njegovog učešća u svim zajmovima koji treba da budu dati na ili pre predloženog Datuma korišćenja.

"Raspoloživa sredstva kreditnog aranžmana" označavaju ukupan trenutni iznos Raspoloživih angažovanih sredstava svakog Zajmodavca.

"Primena Bail-In instrumenta" označava sprovođenje ovlašćenja za otpis i konverziju.

"Propisi o *Bail-in* institutu" označavaju:

- (a) kada je reč o državama članicama EEA koje su sprovele ili koje u bilo kom trenutku sprovode član 55 BRRD-a, relevantni zakon ili uredbu o sprovođenju kako je opisano u EU Programu propisa o *Bail-in* instrumentu; i
- (b) kada je reč o bilo kojoj drugoj državi koja nije zemlja članica EEA ili (u meri u kojoj Ujedinjeno Kraljevstvo nije zemlja članica EEA) Ujedinjeno Kraljevstvo, bilo koji analogni zakon ili propis koji zahteva ugovorno priznavanje bilo kog ovlašćenja za otpis i konverziju sadržanog u tom zakonu ili propisu.

"Račun zajmoprimca" označava devizni račun (u ovom slučaju u evrima) na ime Zajmoprimca, otvoren kod NBS za potrebe priliva sredstava Kredita.

"Naknada za odstupanje od ugovorenih rokova" označava iznos (ako postoji) za koji:

- (a) kamata (isključujući maržu) koju je Zajmodavac trebalo da dobije za period od datuma prijema svih ili bilo kog dela Kredita ili Neplaćenog iznosa do poslednjeg dana tekućeg Kamatnog perioda koji se odnosi na Kredit ili Neplaćeni iznos, da su primljeni iznos glavnice ili Neplaćeni iznos plaćeni poslednjeg dana tog Kamatnog perioda;

premašuje:

- (b) iznos koji bi Zajmoprimac mogao da dobije da je deponovao iznos jednak glavnici ili Neplaćenom iznosu kod vodeće banke za period od Radnog dana nakon prijema ili naplate i završetka poslednjeg dana tekućeg Kamatnog perioda.

"Radni dan" označava dan (osim subote i nedelje) kada su banke otvorene za opšte poslovanje u Beogradu, Budimpešti i Briselu i (u odnosu na bilo koji datum za plaćanje ili kupovinu evra) dan koji je TARGET dan.

"Zakon" označava Zakon o internim prihodima SAD-a iz 1986. godine.

"Komerrijalni ugovor" je Komerrijalni ugovor o projektovanju i izvođenju radova na izgradnji komunalne (kanalizacione) infrastrukture u Republici Srbiji koji je potpisan 5. februara 2021. godine između Naručioca projekta i

Izvođača, izmenjen i dopunjen Aneksima od 4. juna 2021. godine, 5. avgusta 2021. godine, 21. septembra 2021. godine i 21. januara 2022. godine.

"Vrednost Komercijalnog ugovora" označava iznos koji Naručilac projekta plaća Izvođaču u skladu sa Komercijalnim ugovorom, a koji iznosi 239.295.216,00 evra.

"Angažovana sredstva" označavaju:

- (a) za Prvobitnog zajmodavca, iznos naspram njegovog imena u poglavlju **"Angažovana sredstva"** u Prilogu 1 (*Prvobitni zajmodavac*) i iznos drugih Angažovanih sredstava koja se na njega prenesu po osnovu ovog Ugovora; i
- (b) za svakog drugog Zajmodavca, iznos Angažovanih sredstava prenetih na njega po ovom Ugovoru,

u meri u kojoj ih nije otkazao, umanjio ili preneo u skladu sa ovim Ugovorom.

"Datum završetka" označava datum privremenog prijema radova od strane Naručioca projekta u skladu sa Komercijalnim ugovorom.

"Poverljive informacije" označavaju sve informacije u vezi sa Zajmoprimcem, Dokumentima o finansiranju ili Kreditnim aranžmanom o kojima Strane kreditnog aranžmana steknu saznanje u svojstvu Strane kreditnog aranžmana ili zbog potrebe da postanu Strane kreditnog aranžmana ili one koje Strane kreditnog aranžmana prime zbog potrebe da postanu Strane kreditnog aranžmana po osnovu Dokumenta o finansiranju ili Kreditnog aranžmana bilo od:

- (a) Zajmoprimca ili njegovih savetnika; ili
- (b) druge Strane kreditnog aranžmana, ukoliko je te informacije ta Strana kreditnog aranžmana dobila direktno ili indirektno od Zajmoprimca ili njegovih savetnika;

u bilo kojoj formi, uključujući i informacije date usmeno, kao i sva dokumenta, elektronske zapise ili bilo koji drugi način predstavljanja i evidentiranja informacija, koje sadrže ili su proizašle ili preuzete iz tih informacija, ali isključujući:

- (i) informacije:
 - (A) koje jesu ili postaju javne informacije izuzev kada to predstavlja direktnu ili indirektnu posledicu kršenja Klauzule 33 (*Poverljive informacije*); ili
 - (B) koje prilikom njihovog dostavljanja Zajmoprimac ili njegovi savetnici pismeno označe kao informacije koje nisu poverljive; ili
 - (C) koje su bile poznate toj Strani kreditnog aranžmana pre datuma kada je informacija obelodanjena u skladu sa gore navedenim stavovima (a) ili (b) ili koje je na zakonit način ta Strana kreditnog aranžmana dobila nakon tog datuma, iz izvora koji je, koliko je toj Strani kreditnog aranžmana poznato, nepovezan sa Zajmoprimcem, njegovim državnim institucijama i koje u svakom slučaju, koliko je Strani kreditnog aranžmana

poznato, nisu dobijene kršenjem obaveze čuvanja poverljivosti i inače ne podležu toj obavezi; i

- (ii) bilo koju stopu finansiranja ili kotaciju Referentne banke.

"Obaveza poverljivosti" označava obavezu poverljivosti u suštini u preporučenom obliku asocijacija tržišta zajmova ili u bilo kom drugom obliku dogovorenom između Zajmoprimca i Agenta.

"Izvođač" označava China Road and Bridge Corporation (中国路桥工程有限责任公司), kompaniju koja je registrovana i posluje u skladu sa zakonima Narodne Republike Kine pod jedinstvenim matičnim brojem 911100007109338178, sa sedištem na adresi 1008, C88, Andingmenwai Dajie, Dongcheng District, Beijing, China (北京市东城区安定门外大街丙88号1008). Postupajući preko svog ogranka China Road and Bridge Corporation Serbia Ogranak Beograd-Savski Venac.

"Račun izvođača" označava bankovni račun denominovan u evrima na ime China Road and Bridge Corporation Serbia Ogranak Beograd-Savski Venac, otvoren kod Bank of China Srbija A.D. Beograd, za dobijanje ugovorene vrednosti Komercijalnog ugovora koja se plaća Izvođaču.

"Potvrda izvođača" označava Potvrdu izvođača suštinski u formi datoj u Prilogu 4 (*Obrazac potvrde izvođača*).

"Neispunjenje obaveza" označava Slučaj neispunjenja obaveza ili bilo koji slučaj ili okolnost navedenu u Klauzuli 19.19 (*Slučaj neispunjenja obaveza*) koji bi (istekom grejs perioda, dostavljanjem obaveštenja, donošenjem odluke po osnovu Dokumentata o finansiranju ili drugom kombinacijom navedenog) činili Slučaj neispunjenja obaveze.

"Spor" ima značenje dato tom terminu u Klauzuli 37.1 (*Arbitraža*).

"Slučaj poremećaja" označava neki ili oba od sledećih događaja:

- (a) materijalni poremećaj onih sistema plaćanja ili komunikacije ili onih finansijskih tržišta čije funkcionisanje je, u svakom slučaju, neophodno za potrebe plaćanja povezanih sa Kreditnim aranžmanom (ili za potrebe realizacije transakcija definisanih u Dokumentima o finansiranju) čiji poremećaj nisu uzrokovale Strane i van njihove je kontrole; ili
- (b) nastanak bilo kog događaja koji rezultira poremećajem (tehničke ili sistemske prirode) operacija trezora ili platnih operacija Strane ili bilo koje Strane sprečavajući je:
 - (i) da realizuje svoje platne obaveze koje proističu iz Dokumentata o finansiranju, ili
 - (ii) da komunicira sa drugim Stranama u skladu sa odredbama Dokumentata o finansiranju,

i koji (u bilo kom slučaju) nije uzrokovala, i van njehe je kontrole, Strana čije operacije su prekinute.

"Datum stupanja na snagu" označava datum na koji je Agent potvrdio Zajmoprimcu, pisanim putem, u formi navedenoj u Prilogu 10 (Obaveštenje o datumu stupanja na snagu) da su ispunjeni svi uslovi navedeni u stavovima (ii) i (iii), Klauzule 1. (a), Priloga 2 (*Preduslovi za inicijalno korišćenje*).

"Zemlja članica EEA" označava svaku državu članicu Evropske unije, Island, Lihtenštajn i Norvešku.

"Životna sredina" označava ljude, životinje, biljke i sve druge žive organizme uključujući ekološke sisteme čiji su deo, kao i sledeće sredine:

- (a) vazduh (uključujući vazduh unutar zgrada i vazduh unutar drugih prirodnih ili sagrađenih struktura ispod ili iznad zemlje); i
- (b) vodu (uključujući teritorijalne, priobalne i unutrašnje vode, podzemne i površinske vode i vode u odvodima i kanalizaciji); i
- (c) zemljište (uključujući površinsko i podzemno zemljište i zemljište pod vodom).

"Zahtevi vezani za životnu sredinu" označavaju svaki zahtev, postupak ili istragu bilo koje osobe u vezi sa bilo kojim zakonom o životnoj sredini.

"Zakon o životnoj sredini" označava svaki primenjivi zakon (uključujući anglosaksonsko pravo) ili propis u bilo kojoj jurisdikciji u kojoj Zajmoprimac ili Naručilac projekta obavljaju svoje aktivnosti ili poslove koji se odnose na:

- (a) zagađenje ili zaštitu životne sredine;
- (b) uslove na radnom mestu; ili
- (c) stvaranje, rukovanje, skladištenje, korišćenje, oslobađanje ili ispuštanje bilo koje supstance (uključujući bilo koji otpad) koja (sama po sebi ili u kombinaciji sa bilo kojom drugom supstancom) može da nanese štetu životnoj sredini.

"Dozvole koje se odnose na životnu sredinu" označavaju bilo koje ovlašćenje kao i podnošenje bilo kog obaveštenja, izveštaja ili procene koja se traži u skladu sa bilo kojim Zakonom o životnoj sredini za potrebe poslovanja ili aktivnosti Zajmoprimca ili Naručioca projekta.

"EU Program propisa o Bail-in instrumentu" označava dokument koji je opisan kao takav i s vremena na vreme ga objavljuje LMA (ili bilo koji njegov pravni sledbenik).

"EURIBOR" označava, u vezi sa bilo kojim zajmom ili neplaćenim iznosom:

- (a) važeći prikaz kamatne stope; ili
- (b) ukoliko prikaz kamatne stope nije dostupan za kamatni period tog zajma ili neplaćenog iznosa, aritmetička sredina stopa (zaokružena na četiri decimale) dostavljena Referentnim bankama, dostavljena vodećim bankama na relevantnom međubankarskom tržištu (dostavljena Zajmodavcu na njegov zahtev),

od, u slučaju iz stavova (a) i (b) iznad, Određenog vremena na dan kotacije za koje se utvrđuje kamatna stopa za ponudu depozita u evrima na period koji je po dužini jednak Kamatnom periodu tog zajma ili neplaćenog iznosa. Ako je bilo koja takva stopa ispod nule, smatraće se da je EURIBOR jednak nuli.

"Slučaj neispunjenja obaveza" označava događaje ili okolnosti definisane kao takve u Klauzuli 19.19 (*Slučaj neispunjenja obaveza*).

"Eksterna zaduženost" označava sva zaduženja koja su denominovana ili plativa (ili, po izboru primaoca plaćanja, poverioca ili njegovog imaoca, mogu biti plativa) u stranoj valuti.

"Kreditni aranžman" označava dugoročni kreditni aranžman obezbeđen u skladu sa ovim Ugovorom, kao što je dato u Klauzuli 2.1 (*Kreditni aranžman*).

"Kancelarija kreditnog aranžmana" označava kancelariju ili kancelarije o kojima je Zajmodavac obavestio Agenta pisanim putem na dan ili pre datuma kada je postao Zajmodavac (ili, nakon tog datuma, ali uz obaveštenje u pisanoj formi najmanje pet (5) Radnih dana unapred), i koje je definisao kao kancelariju ili kancelarije preko kojih će izvršavati svoje obaveze po osnovu ovog Ugovora.

"FATCA" označava:

- (a) odeljke 1471 do 1474 Zakona ili bilo kog povezanog propisa;
- (b) svaki ugovor, zakon ili propis bilo koje druge jurisdikcije ili u vezi sa međudržavnim sporazumom između SAD-a i bilo koje druge jurisdikcije, koja (u bilo kom slučaju) omogućava sprovođenje prethodnog stava (a); ili
- (c) bilo koji sporazum na osnovu implementacije bilo kog ugovora, zakona ili propisa iz prethodnog stava (a) ili (b) sa Službom za unutrašnje prihode SAD-a, Vladom SAD-a ili bilo kojim državnim ili poreskim organom bilo koje druge jurisdikcije.

"Datum primene FATCA" označava:

- (a) u odnosu na "plaćanja koja se mogu obustaviti" opisana u odeljku 1473(1)(A)(i) Zakona (koji se odnosi na plaćanje kamate i određenih drugih plaćanja iz izvora unutar SAD-a), 1. juli 2014. godine; ili
- (b) u odnosu na "plaćanja za prefakturisanje" opisana u odeljku 1471(d)(7) Zakona a koja nisu uključena u prethodni stav (a), prvi datum od kada takvo plaćanje može biti predmet odbitka ili obustavljanja koje se zahteva u skladu sa FATCA.

"FATCA odbitak" označava odbitak ili obustavljanje od plaćanja u skladu sa Dokumentom o finansiranju koji se zahteva od strane FATCA..

"Strana izuzeta od FATCA" označava Stranu koja ima pravo da primi isplatu bez bilo kakvog FATCA odbitka.

"FATCA FFI" označava stranu finansijsku instituciju kako je definisano u odeljku 1471(d)(4) Zakona, od koje, ako bilo koja strana kreditnog aranžmana nije strana izuzeta od FATCA, može biti zatraženo da izvrši FATCA odbitak.

"FATCA plaćanje" označava bilo:

- (a) povećanje plaćanja koje je Zajmoprimac izvršio ka Strani kreditnog aranžmana u skladu sa Klauzulom 12.7 (*FATCA odbitak i bruto porez Zajmoprimca*) ili stavom (b) Klauzule 12.8 (*FATCA odbitak Strane kreditnog aranžmana*); ili
- (b) plaćanje u skladu sa stavom (d) Klauzule 12.8 (*FATCA odbitak Strane kreditnog aranžmana*).

"**Krajnji datum dospeća**" označava datum koji dospeva sto osamdeset (180) meseci nakon Datuma stupanja na snagu.

"**Dokumenti o finansiranju**" označavaju ovaj Ugovor i sve druge dokumente koje Agent i Zajmoprimac tako definišu.

"**Strana kreditnog aranžmana**" označava Agentu, Ovlašćenog glavnog aranžera ili Zajmodavca.

"**Finansijska godina**" označava fiskalnu godinu Zajmoprimca koja počinje 1. januara i završava se 31. decembra.

"**Prvi datum otplate**" označava datum koji dospeva šezdeset i šest (66) meseci nakon Datuma stupanja na snagu.

"**Strana valuta**" označava bilo koju valutu osim zakonite valute Republike Srbije.

"**Stopa finansiranja**" označava bilo koju pojedinačnu stopu o kojoj Zajmodavac obavesti Agentu u skladu sa stavom (a)(ii) Klauzule 10.4 (*Troškovi finansiranja*).

" **Holding kompanija**" označava, u odnosu na lice, bilo koje drugo lice u odnosu na koje je to lice Podružnica.

"**Hong Kong**" označava posebnu administrativnu regiju Hong Kong.

"**MMF**" znači Međunarodni monetarni fond.

"**Datum plaćanja kamate**" ima značenje dato u Klauzuli 8.2 (*Plaćanje kamate*).

"**Kamatni Period**" označava, u vezi sa Kreditom, svaki period utvrđen u skladu sa Klauzulom 9 (*Kamatni periodi*) i, u vezi sa neplaćenim iznosom, svaki period utvrđen u skladu sa Klauzulom 8.3 (*Zatezna kamata*).

"**Interpolirana kotirana stopa**" označava, za potrebe Kredita, stopu (zaokruženu na isti broj decimalnih mesta kao i dve relevantne Kotirane stope) koja je rezultat linearne interpolacije između:

- (a) primenjive Kotirane stope za najduži period (za koji je Kotirana stopa raspoloživa) koji je kraći od Kamatnog perioda Kredita; i
- (b) primenjive Kotirane stope za najkraći period (za koji je Kotirana stopa raspoloživa) koji je duži od Kamatnog perioda Kredita,

svake od 11:00 časova (po briselskom vremenu) na dan kotacije za evro.

"**Zajmodavac**" označava:

- (a) Prvobitnog zajmodavca; i
- (b) bilo koju banku, finansijsku instituciju, trust, fond ili drugu instituciju koja je postala Strana u skladu sa Klauzulom 21 (*Promena Zajmodavaca*),

koji u svakom slučaju nije prestao da bude Strana u skladu sa uslovima ovog Ugovora.

"**LMA**" označava Udruženje tržišta kredita.

"**Kredit**" označava kredit obezbeđen ili koji će biti obezbeđen u okviru kreditnog aranžmana ili nepovučenu glavnica tog kredita do tog trenutka.

"Marža" označava 1.00% na godišnjem nivou.

"Materijalno negativna promena" označava bilo koju materijalno negativnu promenu u:

- (a) političkom, ekonomskom, finansijskom, komercijalnom, pravnom i fiskalnom okruženju Zajmoprimca; ili
- (b) političkom, ekonomskom, finansijskom, komercijalnom, pravnom i fiskalnom okruženju u Srbiji ili na bilo kom drugom domaćem i međunarodnom monetarnom tržištu ili tržištu kapitala koje se odnosi na Kreditni aranžman.

što, u svakom slučaju, može imati materijalno negativni efekat na sposobnost Zajmoprimca da izvrši svoje plaćanje ili druge obaveze prema Dokumentima o finansiranju ili sposobnost Naručioca projekta da izvrši svoje plaćanje ili druge obaveze prema Komercijalnom ugovoru.

"Materijalno negativni efekat" označava prema razumnom mišljenju Većinskih zajmodavaca, materijalno negativnu promenu ili materijalno negativni efekat na:

- (a) poslovanja, operacije, imovinu, sredstva ili finansijske uslove Naručioca projekta, što može imati materijalno negativan uticaj na sposobnost Naručioca projekta da izvršava svoje obaveze po osnovu Komercijalnog ugovora;
- (b) validnost ili izvršnost bilo kog Dokumenta o finansiranju, Sinosure polise ili Komercijalnog ugovora;

"MF" označava Ministarstvo finansija Narodne Republike Kine (uključujući i njegove naslednike) ili, ako je primenjivo, ovlašćenu lokalnu filijalu.

"MPK" označava Ministarstvo privrede Narodne Republike Kine (uključujući i njegove naslednike) ili, ako je primenjivo, ovlašćenu lokalnu filijalu.

"Mesec" označava period koji počinje jednog dana u kalendarskom mesecu i završava se numerički odgovarajućeg dana u sledećem kalendarskom mesecu, osim:

- (a) (u skladu sa stavom (c) u nastavku) ako numerički odgovarajući dan nije Radni dan, taj period će se završiti narednog Radnog dana u kalendarskom mesecu u kojem se taj period završava, ako postoji, ili ukoliko ga nema, završiće se neposredno prethodnim radnim danom;
- (b) ako ne postoji numerički odgovarajući dan u kalendarskom mesecu u kojem taj period treba da se završi, taj period se završava poslednjeg radnog dana u tom kalendarskom mesecu; ili
- (c) ako Kamatni period počinje poslednjeg radnog dana u kalendarskom mesecu, taj kamatni period će se završiti poslednjeg radnog dana u kalendarskom mesecu u kome dati Kamatni period treba da se završi.

Gore navedena pravila primenjuju se samo na poslednji mesec bilo kog perioda.

"NBS" označava centralnu banku Republike Srbije (*Narodna banka Srbije*).

"Novi zajmodavac" ima značenje dato tom terminu u Klauzuli 21 (*Promena zajmodavaca*).

"Država učesnica" označava svaku državu članicu Evropske Zajednice koja usvoji ili je usvojila evro kao svoju zakonsku valutu u skladu sa propisima Evropske Zajednice koji se odnose na Ekonomsku i monetarnu uniju.

"Strana" označava stranu ovog Ugovora.

"Narodna Republika Kina" označava Narodnu Republiku Kinu (isključujući, za potrebe ovog Ugovora, Hong Kong, Posebnu administrativnu regiju Makao i Tajvan).

"Projekat" označava izgradnju kanalizacione infrastrukture u Varvarinu, Mionici, Krupnju, Lajkovcu, Banji Vrujci, Svrlijigu, Kladovu, Lazarevcu, Velikim Crljenima, Obrenovcu i Vranju u Republici Srbiji.

"Naručilac projekta" označava Republiku Srbiju koju zastupa Ministarstvo građevinarstva, saobraćaja i infrastrukture.

"Datum kotacije" označava, u smislu bilo kog perioda za koji se utvrđuje kamatna stopa, drugi TARGET dan pre prvog dana tog perioda.

"Kotacija Referentne banke" označava svaku ponudu koju je Agentu dostavila Referentna banka..

"Referentna bankarska stopa" označava aritmetičku sredinu stopa (zaokruženih na četiri decimale) koje su Referentne banke dostavile Agentu na njegov zahtev:

- (a) (osim tamo gde se primenjuje stav (b) u nastavku) kao stopa po kojoj bi relevantna Referentna banka mogla da pozajmi sredstva na Relevantnom međubankarskom tržištu u evrima za relevantni period ako bi to učinila tražeći i zatim prihvatajući međubankarske ponude za depozite u razumnoj tržišnoj veličini, u toj valuti i za taj period; ili
- (b) ako je drugačija, kao stopa (ako postoji i koja se primenjuje na relevantnu Referentnu banku i relevantnu valutu i period) koju se od učesnika u kotaciji traži da dostave relevantnom administratoru.

"Referentne banke" označavaju glavne kancelarije HSBC Bank plc i Citi u Londonu, ili druge entitete koje kao takve može imenovati Agent u konsultaciji sa Zajmoprimcem.

"Relevantno međubankarsko tržište" označava evropsko međubankarsko tržište.

"Relevantno regulatorno telo" označava relevantnu centralnu banku, regulatora ili druge nadzorne institucije ili grupu njih, ili bilo koju radnu grupu ili odbor čiji je neko od navedenih tela pokrovitelj ili predsedava ili je na njihov zahtev osnovan ili Komitet za finansijsku stabilnost.

"Relevantna prateća dokumenta" označava, u smislu Potvrde izvođača:

- (a) dokumente povezane sa fakturom koje Izvođač treba da dostavi Naručiocu projekta u skladu sa Komercijalnim ugovorom;
- (b) potvrda o privremenoj uplati ili potvrda o konačnoj uplati koje Izvođač treba da dostavi Naručiocu projekta, kako je zahtevano u skladu sa Komercijalnim ugovorom,

u vezi sa iznosima traženim prema relevantnom Zahtevu za korišćenje.

"Datum otplate" označava:

- (a) Prvi datum otplate;
- (b) poslednji dan svakog sukcesivnog, šestomesečnog (6) perioda nakon Prvog datuma otplate do, ali isključujući, Krajnji datum dospeća; i
- (c) Krajnji datum dospeća.

"**Rata otplate**" označava procenat (postavljen nasuprot relevantnom Datumu otplate u planu otplate koji je dat u Prilogu 7 (*Plan otplate*) ukupnog iznosa neotplaćene glavnice, neposredno nakon isteka Perioda raspoloživosti.

"**Tvrđenje koje se ponavljaju**" označavaju svaku tvrdnju definisanu u Klauzuli 17 (*Izjave*).

"**Zamena referentne stope**" označava referentnu stopu koja je:

- (a) zvanično određena, nominovana ili preporučena kao zamena za kotiranu stopu od strane:
 - (i) administratora te kotirane stope (pod uslovom da je tržišna ili ekonomska realnost koju takva referentna stopa meri ista kao ona koja se meri tom kotiranom stopom); ili
 - (ii) bilo kog relevantnog regulatornog tela.

i ukoliko su zamene, u relevantno vreme, zvanično određene, nominovane ili preporučene u skladu sa oba stava (i) i (ii) iznad, "Zamena referentne stope" će biti zamena prema stavu (ii) iznad;

- (a) po mišljenju Većinskih zajmodavaca i Zajmoprimca, opšte prihvaćena na međunarodnom ili bilo kom relevantnom domaćem tržištu sindiciranih zajmova kao odgovarajući naslednik kotirane stope; ili
- (b) po mišljenju Većinskih zajmodavaca i Zajmoprimca, odgovarajući naslednik kotirane stope.

"**Predstavnik**" označava svako delegirano lice, zastupnika, menadžera, administratora, opunomoćnika, advokata, poverenika ili depozitara.

"**Većinski zajmodavci**" označavaju Zajmodavca ili Zajmodavce čija ukupna Angažovana sredstva premašuju 66^{2/3}% Ukupnih angažovanih sredstava (ili, ako su Ukupna angažovana sredstva smanjena na nulu, treba da premašuju 66^{2/3}% Ukupnih angažovanih sredstava pre smanjenja).

"**Regulatorno telo**" označava svako telo koje ima ovlašćenje da vrši bilo koju vrstu otpisa i konverzije.

"**Sankcionisano lice**" označava lice:

- (a) čije je ime navedeno na, ili je u vlasništvu ili pod kontrolom lica čije je ime navedeno na, ili deluje u ime osobe čije je ime navedeno na bilo kojoj listi sankcija;
- (b) koja je inkorporirana u skladu sa zakonima, ili je u vlasništvu ili pod kontrolom, ili deluje u ime osobe inkorporirane u skladu sa zakonima zemlje ili teritorije koja je meta sankcija na nivou cele zemlje ili teritorije; ili

je inače meta bilo kakvih sankcija.

"Država pod sankcijama" ima značenje dodeljeno tom terminu u Klauzuli 19.18(a)(i)(C).

"Sankcije" označavaju sve ekonomske, trgovinske, finansijske ili druge zakone o sankcijama, propise, restriktivne mere ili embargo koje donosi, administrira, nameće ili sprovodi s vremena na vreme bilo koji organ za sankcije, kao što je objavljeno na zvaničnoj veb stranici bilo kog takvog organa za sankcije ili bilo koje druge takve sankcije o kojima se, s vremena na vreme, povremeno obaveštava Zajmoprimac od strane bilo koje strane kreditnog aranžmana (preko Agenta).

"Organ za sankcije" znači:

- (a) Savet bezbednosti Ujedinjenih nacija;
- (b) Evropska unija;
- (c) Organizacija za evropsku bezbednost i saradnju ("**OSCE**")
- (d) vladine institucije i agencije Sjedinjenih Američkih Država, uključujući ali ne ograničavajući se na, Kancelariju za kontrolu strane imovine trezora Sjedinjenih Država ("**OFAC**") i Stejt department Sjedinjenih Država;
- (e) vladine institucije i agencije Ujedinjenog Kraljevstva, uključujući, bez ograničenja, Trezor Njenog Veličanstva ("**HMT**");
- (f) vladine institucije i agencije Narodne Republike Kine;
- (g) drugog nadležnog organa za sankcije.

"Događaj sankcija" znači da svaka Relevantna strana za sankcije postaje predmet bilo kakvih sankcija.

"Lista sankcija" označava svaku listu koju održava ili javnu oznaku koju je izvršio bilo koji organ za sankcije u vezi sa ciljevima ili obimom sankcija koje administrira i sprovodi taj organ za sankcije, u svakom slučaju sa izmenama i dopunama ili zamenama s vremena na vreme.

"Relevantna strana pod sankcijama" označava:

- (a) **Zajmoprimca;**
- (b) **Naručioca projekta;**
- (c) **Izvođača; i**
- (d) **bilo koju drugu stranu zajednički definisanu kao takvu od strane Agenta i Zajmoprimca.**

"Događaj pokretač sankcija" znači u odnosu na Zajmodavca, nastanak događaja sankcija kao rezultat kojeg je postalo nezakonito da taj Zajmodavac („Zajmodavac pogođen sankcijama“) izvršava bilo koju od svojih obaveza kako je predviđeno ovim Ugovorom ili da finansira ili održava svoj učešće u bilo kom zajmu.

"Kotirana stopa" označava evro međubankarsku stopu kojom upravlja Bankarska federacija Evropske unije (ili bilo koje drugo lice koje preuzme upravljanje tom stopom) za relevantni period, koja je prikazana na stranici EURIBOR01 Reuters-a (ili bilo kojoj zameni za stranicu Reuters koja

prikazuje tu stopu) ili na odgovarajućoj strani takvih drugih informativnih servisa koji povremeno objavljuju tu stopu umesto Reuters-a. Ukoliko ta stranica ili servis prestane da postoji, Agent može navesti neku drugu stranicu ili servis koji prikazuje relevantnu stopu nakon konsultacije sa Zajmoprimcem.

"Zamena kotirane stope" označava, u odnosu na kotiranu stopu:

- (a) prema mišljenju Većinskih zajmodavaca i Zajmoprimca, materijalnu promenu metodologije, formule ili drugog sredstva utvrđivanja te Kotirane stope;
- (b)
 - (i)
 - (A) administrator te Kotirane stope ili njen supervizor je objavio da je taj administrator nesolventan; ili
 - (B) informacija je objavljena u uredbi, obaveštenju, podnesku ili aktu podnetom sudu, tribunalu, regulatornim vlastima ili sličnim administrativnim regulatornim ili pravosudnim organima koji razumno potvrđuju da je administrator Kotirane stope nesolventan,

pod uslovom da, u svakom slučaju, u to vreme, ne postoji administrator koji bi nastavio da obezbeđuje tu kotiranu stopu;
 - (ii) administrator Kotirane stope javno izjavljuje da je prestao ili da će prestati da obezbeđuje Kotiranu stopu za stalno ili na neodređeni vremenski period i, u tom trenutku, ne postoji sledbenik administratora koji bi nastavio da obezbeđuje Kotiranu stopu;
 - (iii) supervizor administratora Kotirane stope javno objavljuje da je ta Kotirana stopa obustavljena ili se obustavlja za stalno ili na neodređeni vremenski period; ili
 - (iv) administrator Kotirane stope ili njegov supervizor objavljuje da se ta Kotirana stopa više ne može koristiti; ili
- (c) administrator te kotirane stope odredi da tog prikaza kamatne stope treba da bude izračunata u skladu sa njegovim smanjenim podnescima ili drugim nepredviđenim situacijama ili *fallback* politikama ili aranžmanima i ili:
 - (i) okolnost(i) ili događaj(i) koji dovode do takve tvrdnje nisu (prema mišljenju Većinskih zajmodavaca i Zajmoprimca) privremeni; ili
 - (ii) Kotirana stopa se obračunava u skladu sa bilo kojom takvom politikom ili aranžmanom za period ne kraći od jednog meseca;
- (d) prema mišljenju Većinskih zajmodavaca i Zajmoprimca, Kotirana stopa više nije prikladna za potrebe obračuna kamate prema ovom Ugovoru.

"Obezbeđenje" označava hipoteku, zaduženje, zalog, založno pravo ili drugi instrument obezbeđenja kojim se obezbeđuje bilo koja obaveza bilo kog lica ili bilo koji drugi sporazum ili aranžman sa sličnim dejstvom.

"Srbija" znači Republika Srbija.

"Sinasure" označava China Export & Credit Insurance Corporation, kompaniju koja je osnovana i postoji u skladu sa zakonima Narodne Republike Kine.

"Sinasure polisa" označava polisu osiguranja izvoznog kredita koju je izdala ili će izdati osiguravajuća kompanija Sinasure, a koja osigurava od određenih političkih i komercijalnih rizika u vezi sa Kreditnim aranžmanom i obezbeđuje pokriće od najmanje devedeset pet procenata. (95%) ukupne glavnice i kamate Kreditnog aranžmana.

"Događaj koji se odnosi na Sinasure polisu" označava:

- (a) da je ili postaje nezakonito da osiguravajuća kompanija Sinasure izvršava ili poštuje bilo koju ili sve svoje obaveze plaćanja u skladu sa Sinasure polisom;
- (b) bilo koja od obaveza osiguravajuće kompanije Sinasure koja proizlazi iz Sinasure polise nije ili prestaje da bude zakonska, važeća, obavezujuća, primenljiva ili pravosnažna i efektivna;
- (c) osiguravajuća kompanija Sinasure, u celini ili delimično, izbegava, ukida, odbacuje, suspenduje ili poništava Sinasure polisu;
- (d) osiguravajuća kompanija Sinasure prestaje da bude statutarna finansijska institucija orijentisana na polise pod direktnim ovlašćenjem Kineskog državnog saveta ili da bude kompanija u potpunom vlasništvu vlade Narodne Republike Kine, ili Ministarstvo finansija Narodne Republike Kine prestaje da održava podršku likvidnosti za osiguravajuću kompaniju Sinasure; ili
- (e) bilo koji događaj ili okolnost do kojih dođe u bilo kojoj relevantnoj jurisdikciji, a koji ima materijalno negativan efekat na bilo koje plaćanje ili obeštećenje koje osiguravajuća kompanija Sinasure treba da izvrši u skladu sa Sinasure polisom.

"Sinasure premija" označava premiju osiguranja kredita koja se plaća osiguravajućoj kompaniji Sinasure u skladu sa Sinasure polisom.

"Sinasure regulativa" označava sve zakone koji se odnose na osiguravajuću kompaniju Sinasure, uključujući i podzakonska akta za njihovu primenu, opšte uslove i odredbe koje izdaje osiguravajuća kompanija Sinasure i bilo koje druge specifične uslove koje nameće osiguravajuća kompanija Sinasure.

"Utvrđeno vreme" označava vreme utvrđeno u skladu sa Prilogom 8 (*Rokovi*).

"Društvo za posebnu namenu (SPV) zajmodavac" označava svako društvo za posebnu namenu, koje kontroliše ili sponzoriše banka, finansijska institucija za primanje depozita, osiguravajuća kompanija ili penzioni fond, čija je svrha da daje, kupuje ili investira u zajmove, hartije od vrednosti ili drugu finansijsku imovinu (koja je u cilju izbegavanja sumnje, uključuje Prvobitnog

zajmodavca ili ogranak ili podružnicu ili filijalu Prvobitnog zajmodavca ili osiguravajuće kompanije Sinosure).

"Podružnica" označava svako lice (koje se naziva **"prvo lice"**) u odnosu na koje drugo lice (koje se naziva **"drugo lice"**):

- (a) poseduje većinu glasačkih prava u tom prvom licu ili ima pravo prema ustavu prvog lica da usmerava celokupnu politiku prvog lica ili da menja uslove njegovog ustava; ili
- (b) je član tog prvog lica i ima pravo da imenuje ili smeni većinu njegovog upravnog odbora direktora ili ekvivalentnih organa uprave, menadžmenta ili nadzornog organa; ili
- (c) ima pravo da vrši dominantan uticaj (što mora uključivati pravo da daje uputstva u vezi sa operativnim i finansijskim politikama prvog lica, koja su njegovi direktori dužni da poštuju, bez obzira da li su takva uputstva u korist prvog lica ili ne) nad prvim licem na osnovu odredbi sadržanih u članovima (ili ekvivalentu) prvog lica, ili na osnovu ugovora o kontroli koji je u pisanoj formi i koji je ovlašćen članovima (ili ekvivalentom) prvog lica i dozvoljen je zakonom prema kojem je to prvo lice osnovano; ili
- (d) je član tog prvog lica i samo kontroliše, u skladu sa sporazumom sa drugim akcionarima ili članovima, većinu glasačkih prava u prvom licu ili prava po njegovom ustavu da usmerava celokupnu politiku prvog lica ili promeni uslove njegovog ustava; ili
- (e) ima moć da vrši, ili stvarno vrši dominantan uticaj ili kontrolu nad prvim licem; ili
- (f) zajedno sa prvim licem upravlja na jedinstvenoj osnovi,

i za potrebe ove definicije, lice će se tretirati kao član drugog lica ako je bilo koja od podružnica tog lica član tog drugog lica ili, ako bilo koje akcije u tom drugom licu drži lice koje deluje u ime tog drugog lica ili bilo koje od njegovih podružnica. Podružnica uključuje svako lice čije su akcije ili vlasnički interesi predmet obezbeđenja i gde je zakonsko pravo na tako obezbeđene akcije ili vlasnički udeo registrovano na ime obezbeđene strane ili njenog predstavnika u skladu sa takvim obezbeđenjem.

"TARGET2" označava Transevropski automatski sistem ekspresnog transfera bruto plaćanja u realnom vremenu (TARGET) koji koristi jedinstvenu zajedničku platformu i koji je pokrenut 19. novembra 2007. godine.

"TARGET Dan" označava svaki dan kada je TARGET2 otvoren za poravnanje plaćanja u evrima.

"Porez" označava svaki porez, dažbinu, namet, carinu ili drugu naknadu ili zadržavanje slične prirode (uključujući bilo koju kaznu ili kamatu koja se plaća u vezi sa bilo kojim neplaćanjem ili bilo kojim kašnjenjem u plaćanju bilo kojeg od navedenog).

"Ukupna angažovana sredstva" označavaju ukupna Angažovana sredstva u iznosu od 203.400.928, evra na datum ovog Ugovora, što predstavlja 85% vrednosti Komercijalnog ugovora.

"Potvrda o prenosu" označava potvrdu sastavljenu u formi datoj u Prilogu 5 (*Obrazac potvrde o prenosu*) ili u bilo kojoj drugoj formi dogovorenoj između Agentu i Zajmoprimca.

"**Datum prenosa**" označava, u smislu ustupanja ili prenosa, kasniji događaj od navedenih:

- (a) predloženi datum prenosa naveden u relevantnom ugovoru o prenosu ili potvrdi o prenosu; i
- (b) datum kada Agent potpiše relevantan Ugovor o ustupanju ili Potvrdu o prenosu.

"**Zakonodavstvo Ujedinjenog Kraljevstva o Bail-in instrumentu**" označava (u meri u kojoj Ujedinjeno Kraljevstvo nije država članica EEA koja je primenila ili primenjuje član 55 BRRD) Deo I Zakona o bankarstvu Ujedinjenog Kraljevstva iz 2009. godine i bilo koji drugi zakon ili propis koji se primenjuje u Ujedinjenom Kraljevstvu koji se odnosi na rešavanje nesolventnih banaka ili banaka u postupku likvidacije, investicionih kompanija ili drugih finansijskih institucija ili njihovih podružnica (osim putem likvidacije, stečajnom upravom ili drugim postupcima nesolventnosti).

"**Neplaćena suma**" označava bilo koju sumu koja je dospela i plativa, ali nije plaćena od strane Zajmoprimca prema Dokumentima o finansiranju.

"**SAD**" označava Sjedinjene Američke Države.

"**Američki poreski obveznik**" označava:

- (a) Zajmoprimca ako je Zajmoprimac rezident za poreske svrhe u SAD; ili
- (b) Zajmoprimca ako su neka ili sva njegova plaćanja prema Dokumentima o finansiranju iz izvora u okviru SAD za potrebe federalnog poreza na prihod.

"**Korišćenje sredstava**" označava korišćenje sredstava Kreditnog aranžmana.

"**Datum korišćenja**" označava datum korišćenja sredstava, što je datum na koji se daje relevantni kredit.

"**Zahtev za korišćenje sredstava**" označava obaveštenje suštinski u formi definisanoj u Prilogu 3 (*Zahtev za korišćenje sredstava*).

"**PDV**" označava porez na dodatu vrednost i svaki drugi porez slične prirode, uključujući, ali ne ograničavajući se na, u Srbiji, svaki porez uveden u skladu sa Zakonom o porezu na dodatu vrednost i drugim poreskim propisima Srbije.

"**Ovlašćenja za otpis i konverziju**" označavaju:

- (a) ovlašćenja u vezi sa bilo kojim propisima o *Bail-in* instrumentu, opisanom u Programu propisa Evropske unije o *Bail-in-u*;
- (b) u vezi sa bilo kojim drugim primenjivim propisima o *Bail-in* instrumentu:
 - (i) bilo kakva ovlašćenja prema propisima o *Bail-in-u* o ukidanju, prenosu ili smanjenju vrednosti akcija izdatih od strane subjekta koji je banka ili investiciona firma ili druga finansijska institucija ili podružnica banke, investicione kompanije ili drugog finansijskog preduzeća, o poništenju, smanjenju, modifikaciji ili promeni oblika obaveze takvog lica ili bilo kog ugovora ili instrumenta na osnovu te obaveze, u cilju konverzije celokupnih ili dela obaveza u akcije, obveznice ili

obaveze tog lica ili bilo kog lica, kako bi se učinilo da bilo koji takav ugovor ili instrument ima efekat kao da je u okviru njega realizovano pravo ili suspendovana obaveza po pitanju te obaveze ili bilo kojih nadležnosti koje proističu iz propisa o *Bail-in*-u koje se odnose na ili su vezane za te nadležnosti, i

- (ii) bilo koja slična ili analogna nadležnost prema Propisima o *Bail-in*-u; i
- (c) u smislu zakona o *Bail-In* instrumentu Ujedinjenog Kraljevstva:
 - (i) ovlašćenja u skladu sa zakonom o *Bail-In* instrumentu o ukidanju, prenosu ili smanjenju vrednosti akcija izdatih od strane subjekta koji je banka ili investiciona firma ili druga finansijska institucija ili podružnica banke, investicione kompanije ili drugog finansijskog preduzeća, o poništenju, smanjenju, modifikaciji ili promeni oblika obaveze takvog lica ili bilo kog ugovora ili instrumenta na osnovu te obaveze, u cilju konverzije celokupnih ili dela obaveza u akcije, obveznice ili obaveze tog lica ili bilo kog lica, kako bi se učinilo da bilo koji takav ugovor ili instrument ima efekat kao da je u okviru njega realizovano pravo ili suspendovana obaveza po pitanju te obaveze ili bilo kojih nadležnosti koje proističu iz propisa o *Bail-in*-u koje se odnose na ili su vezane za te nadležnosti; i
 - (ii) bilo koja slična ili analogna nadležnost prema Propisima o *Bail-in*-u Ujedinjenog Kraljevstva.

1.2 Tumačenje

- (a) Osim ako je suprotno navedeno, svako upućivanje u ovom Ugovoru na:
 - (i) "**Agent**", bilo kojeg "**Ovlašćenog glavnog aranžera**", bilo koju "**Stranu kreditnog aranžmana**", bilo kog "**Zajmodavca**", "**Zajmoprimca**" ili bilo koju "**Stranu**" tumačiće se tako da uključuje njihove pravne sledbenike, dozvoljene prenose i dozvoljena ustupanja svojih prava i/ili obaveza prema Dokumentima o finansiranju;
 - (ii) "**imovina**" uključuje sadašnju i buduću imovinu, prihode i prava svakog opisa;
 - (iii) "**Dokument o finansiranju**" ili bilo koji drugi sporazum ili instrument (uključujući Sinosure polisu) je upućivanje na taj Dokument o finansiranju ili drugi sporazum ili instrument (uključujući Sinosure polisu) sa eventualnim izmenjenama i dopunama, novacijom ili koji je preformulisan, proširen, zamenjen ili ponovo izrečen;
 - (iv) "**grupa Zajmodavaca**" uključuje sve Zajmodavce;
 - (v) "**zaduženost**" uključuje svaku obavezu (bilo da je nastala kao glavnica ili kao jemstvo) plaćanja ili otplate novca, bilo sadašnju ili buduću, stvarnu ili moguću;

- (vi) "**lice**" uključuje svakog pojedinca, firmu, kompaniju, korporaciju, vladu, državu ili agenciju države ili bilo koje udruženje, trust, zajedničko ulaganje, konzorcijum, partnerstvo ili drugi entitet (bez obzira da li su odvojena pravna lica);
 - (vii) "**propis**" uključuje bilo koju uredbu, pravilo, zvaničnu direktivu, zahtev ili smernicu (bez obzira da li ima snagu zakona ili nema) bilo kog vladinog, međuvladinog ili nadnacionalnog tela, agencije, odeljenja ili bilo kog regulatornog, samoregulatornog ili drugog autoriteta ili organizacije;
 - (viii) "**agencija**" države će se tumačiti kao upućivanje na bilo koju političku jedinicu, regionalnu ili opštinsku vladu, ministarstvo, odeljenje, organ ili statutarnu korporaciju (bilo autonomnu ili ne) ili bilo koju korporaciju ili drugi entitet koji je kontrolisan ili (do pedeset procenata ili više, njegovog emitovanog akcijskog kapitala ili njegovog ekvivalenta) u vlasništvu, direktno ili indirektno, od strane takve države ili njene vlade i/ili jedne ili više takvih agencija;
 - (ix) odredba zakona je upućivanje na tu odredbu kako je izmenjena i dopunjena ili ponovo usvojena; i
 - (x) "**ekvivalent**" iznosa koji je naveden u određenoj valuti („**iznos naveden u određenoj valuti**“) će se tumačiti kao referenca na iznos u drugoj relevantnoj valuti koji se može zameniti po srednjem kursu NBS, sa iznosom navedenim u određenoj valuti u vreme kada se vrši obračun za zamenu; i
 - (xi) doba dana je referenca na vreme u Budimpešti.
- (b) Utvrđivanje mere u kojoj je neka stopa određena "**za period jednake dužine trajanja**" kao Kamatni period neće uzeti u obzir bilo kakvo odstupanje koje proizlazi iz poslednjeg dana tog Kamatnog perioda koji je utvrđen u skladu sa uslovima iz ovog Ugovora.
 - (c) Naslovi Odeljak, Klauzula i Prilog se koriste samo za potrebe lakšeg snalaženja.
 - (d) Osim ako je suprotno navedeno, termin koji se koristi u bilo kom drugom Dokumentu o finansiranju ili u obaveštenju datom po osnovu ili u vezi sa bilo kojim Dokumentom o finansiranju ima isto značenje u tom Dokumentu o finansiranju ili obaveštenju kao u ovom Ugovoru.
 - (e) Neispunjenje obaveze (osim onog navedenog u Slučaju neispunjenja obaveza) "**traje**" ukoliko nije ispravljeno ili se od njega nije odustalo, a Slučaj neispunjenja obaveza "**traje**" ukoliko nije otklonjen na način zadovoljavajući za Većinske zajmodavce, ili se od njega nije odustalo.

1.3 Valutni simboli i definicije

"EUR" ili "€" označava jedinstvenu valutu država članica učesnica, i, u pogledu svih plaćanja koja će se izvršiti po ovom sporazumu u evrima, odmah dostupna, slobodno prenosiva sredstva.

"Dinar" ili "dinar" označava zakonitu valutu Srbije.

1.4 Prava trećih lica

- (a) Osim ako je izričito navedeno suprotno u Dokumentu o finansiranju, lice koje nije Strana nema pravo po osnovu Zakona o obligacionim odnosima iz 1999. godine (**Prava trećih lica**) da sprovodi ili uživa prednosti bilo kog uslova iz ovog Ugovora.
- (b) U skladu sa Klauzulom 32.3 (*Drugi izuzeci*) i ne dovodeći u pitanje bilo koje odredbe bilo kog Dokumenta o finansiranju, saglasnost bilo kog lica koje nije Strana nije potrebno da bi se u bilo kom trenutku opozvao ili izmenio ovaj Ugovor.

1.5 Subrogacija

- (a) Svaka Strana priznaje i saglasna je da će prava Agentu i Zajmodavca preći na osiguravajuću kompaniju Sinasure u slučaju bilo kakvog plaćanja od strane ili za račun osiguravajuće kompanije Sinasure u skladu sa Sinasure polisom.
- (b) Ništa u Dokumentu o finansiranju neće prejudicirati da pravo osiguravajuće kompanije Sinasure bude subrogirano, u skladu sa Sinasure polisom ili važećim zakonom pravima Agentu ili bilo kog Zajmoprimca u skladu sa ovim Ugovorom i svakim Dokumentom o finansiranju.

1.6 Ugovorno priznanje *bail-in* instrumenta

Bez obzira na bilo koje druge uslove bilo kojih Dokumentata o finansiranju ili bilo kog drugog sporazuma, aranžmana ili razumevanja između Strana, svaka Strana priznaje i prihvata da bilo koja obaveza bilo koje Strane prema bilo kojoj drugoj Strani u skladu sa ili u vezi sa Dokumentima o finansiranju može biti predmet primene *Bail-in* instrumenta od strane relevantnog nadležnog organa i saglasna je i prihvata da bude obavezana na sledeće:

- (a) bilo koju radnju vezanu za primenu *Bail-in* instrumenta u vezi sa bilo kojom takvom odgovornošću, uključujući (bez ograničenja):
 - (i) smanjenje, u celosti ili delimično, iznosa glavnice ili neizmirenog iznosa duga (uključujući sve obračunate, ali neplaćene kamate) u vezi sa bilo kojom takvom obavezom;
 - (ii) konverziju celokupne, ili dela, bilo koje takve obaveze u akcije ili druge instrumente vlasništva koji joj se mogu izdati ili poveriti; i
 - (iii) otkazivanje svake takve obaveze; i
- (b) varijaciju bilo kojih odredbi bilo kog Dokumenta o finansiranju u meri neophodnoj da se sprovede bilo koja *Bail-In* aktivnost u vezi sa tom obavezom.

2. KREDITNI ARANŽMAN

2.1 Kreditni aranžman

U skladu sa uslovima ovog Ugovora, Zajmodavci stavljaju na raspolaganje Zajmoprimcu kreditni aranžman u evrima u ukupnom iznosu jednakom Ukupnim angažovanim sredstvima.

2.2 Prava i obaveze Strana kreditnog aranžmana

- (a) Obaveze svake Strane kreditnog aranžmana po osnovu Dokumentata o finansiranju su pojedinačne. Nemogućnost neke od Strana kreditnog aranžmana da izvrši svoje obaveze u skladu sa Dokumentima o finansiranju ne utiče na obaveze bilo koje druge Strane po osnovu Dokumentata o finansiranju. Ni jedna Strana kreditnog aranžmana nije odgovorna za obaveze druge Strane kreditnog aranžmana po osnovu Dokumentata o finansiranju.
- (b) Prava svake Strane kreditnog aranžmana po osnovu Dokumentata o finansiranju ili u vezi sa njima su zasebna i nezavisna prava i svako dugovanje Strane kreditnog aranžmana koje nastaje po Dokumentima o finansiranju od strane Zajmoprimca predstavlja odvojen i nezavisan dug na osnovu čega će Strana kreditnog aranžmana imati pravo da sprovede svoja prava u skladu sa stavom (c) u nastavku. Pravo svake Strane kreditnog aranžmana uključuje sva dugovanja prema toj Strani kreditnog aranžmana prema Dokumentima o finansiranju i, u cilju izbegavanja svake sumnje, svaki deo kredita ili svaki drugi iznos koji Zajmoprimac duguje a koji se odnosi na učešće Strane kreditnog aranžmana u Kreditnom aranžmanu ili njene uloge prema Dokumentu o finansiranju (uključujući svaki takav iznos plativ Agentu za njen račun) predstavlja dugovanje Zajmoprimca prema toj Strani kreditnog aranžmana.
- (c) Strana kreditnog aranžmana može, osim ako nije drugačije utvrđeno u Dokumentima o finansiranju, odvojeno da ostvari svoja prava koja proističu iz Dokumentata o finansiranju.

2.3 Prvenstvo Sinosure

Zajmoprimac je ovime saglasan i potvrđuje da, bez obzira na eventualne drugačije odredbe ovog Ugovora, ništa u ovom Ugovoru ne obavezuje bilo koju Stranu kreditnog aranžmana da deluje (ili propusti da deluje) na način koji nije u skladu sa uslovima Sinosure polise i, posebno:

- (a) da će Agent, postupajući po uputstvima većinskih zajmodavaca, biti ovlašćen da preduzme sve takve radnje koje smatra neophodnim kako bi osigurao da se poštuju uslovi Sinosure polise; i
- (b) da Agent neće biti u obavezi da učini bilo šta ako bi po njegovom mišljenju to dovelo, ili postoji razumna verovatnoća da će dovesti do kršenja bilo koje odredbe Sinosure polise.

2.4 Nema potraživanja prema stranama kreditnog aranžmana

Zajmoprimac je saglasan da:

- (a) Strane kreditnog aranžmana, u vezi sa ovim Ugovorom, mogu delovati prema uputstvima osiguravajuće kompanije Sinasure;
- (b) neće imati nikakva potraživanja, prema bilo kojoj Strani kreditnog aranžmana, u pogledu bilo kakvog gubitka, štete ili troškova koje je pretrpeo ili koji su za njega nastali kao rezultat toga što je ta Strana kreditnog aranžmana postupala po uputstvima osiguravajuće kompanije Sinasure, a u vezi sa ovim Ugovorom, osim u meri u kojoj je takav gubitak, šteta ili trošak je nastao usled grubog nemara ili namernog lošeg ponašanja relevantne Strane kreditnog aranžmana; i
- (c) Agent ima obaveze kao agent nosioca Sinasure polise koje Agent ne bi preuzeo (ili u vezi sa kojima ne bi imao nikakvu odgovornost) da nije postao agent nosioca Sinasure polise. Shodno tome, Zajmoprimac je saglasan da obešteti Agentu za bilo koji trošak, gubitak ili odgovornost nastalu od strane Agentu kao agentu nosioca Sinasure polise i za bilo koji trošak, gubitak ili obavezu za koje Agent može biti odgovoran osiguravajućoj kompaniji Sinasure u pogledu Sinasure polise, osim u meri u kojoj su takvi troškovi, gubitak ili obaveze nastali usled grubog nemara ili namernog lošeg ponašanja Agentu.

3. SVRHA

3.1 Svrha

- (a) Zajmoprimac će sve iznose pozajmljene u okviru Kreditnog aranžmana koristiti za finansiranje osamdeset pet procenata (85%) vrednosti Komercijalnog ugovora, što je iznos od 203.400.928 evra; **pod uslovom** da ukupan iznos, tako finansiran, za sve takve svrhe, neće preći iznos ukupno angažovanih sredstava.
- (b) Nijedan od iznosa koje je Zajmoprimac pozajmio u okviru Kreditnog aranžmana neće se koristiti za finansiranje ili nadoknadu Zajmoprimca za bilo koji deo Avansnog plaćanja.

3.2 Nadzor

Nijedna Strana kreditnog aranžmana nije u obavezi da vrši nadzor ili verifikaciju primene bilo kog iznosa pozajmljenog u skladu sa ovim Ugovorom.

3.3 Bezuslovne obaveze

Zajmoprimac je saglasan i potvrđuje da njegove obaveze po osnovu ovog Ugovora:

- (a) jesu potpuno nezavisne i odvojene od, i nisu uslovljene Komercijalnim ugovorom; i
- (b) ni na koji način neće biti pod uticajem niti će se od njih odustati zbog:
 - (i) bilo kojih pitanja u vezi sa Komercijalnim ugovorom, uključujući u potpunosti ili delimično izvršavanje, frustraciju ili validnost Komercijalnog ugovora;
 - (ii) uništenja, nezavršetka ili nefunkcionisanja robe, materijala ili opreme isporučene po osnovu Komercijalnog ugovora;

- (iii) nesolventnosti ili terminacije/stečaja Izvođača;
- (iv) bilo kog spora koji može nastati u vezi sa Komercijalnim ugovorom;
- (v) činjenice da su svi ili bilo koji deo iznosa traženih u okviru Zahteva za korišćenje dospeli ili nisu bili dospeli i plativi Izvođaču; ili
- (vi) bilo kakvog spajanja, razdvajanja, korporativne rekonstrukcije ili reforme Zajmodavca ili bilo koje druge Strane kreditnog aranžmana.

4. USLOVI KORIŠĆENJA

4.1 Inicijalni preduslovi

- (a) Zajmoprimac ne može podneti Zahtev za korišćenje sredstava sve dok Agent ne dobije sva dokumenta i druge dokaze navedene u Prilogu 2 (*Preduslovi za inicijalno korišćenje*) u formi i sadržine koji su zadovoljavajući za Agentu. Agent će obavestiti Zajmoprimca i Zajmodavce odmah nakon što je uslov ispunjen.
- (b) Osim u meri u kojoj većinski zajmodavci obaveste drugačije Agentu pisanim putem pre nego što Agent dostavi obaveštenje dato u stavu (a) iznad, Zajmodavci ovlašćuju (ali ne zahtevaju) Agentu da prosledi to obaveštenje. Agent neće biti odgovoran za bilo kakvu štetu, trošak ili gubitak bilo koje vrste koji nastane kao posledica davanja takvog obaveštenja.

4.2 Dodatni preduslovi

U skladu sa Klauzulom 4.1 (*Inicijalni preduslovi*), zajmodavci će biti u obavezi da postupaju u skladu sa Klauzulom 5.4 (*Učešće zajmodavca*) samo ako na datum Zahteva za korišćenje sredstava i na predloženi Datum korišćenja:

- (a) nikakvo neizvršenje obaveza ne traje niti bi rezultiralo iz predloženog Kredita;
- (b) ako su Tvrdnje Zajmoprimca koje se ponavljaju tačne u svim materijalnim aspektima;
- (c) nije verovatno da će doći do materijalno štetnog efekta ili materijalno štetne promene, ili da je do njih došlo i nastavljaju da deluju;
- (d) nije verovatno da će se desiti, niti da se desio i u toku je, nijedan slučaj Sinasure polise;
- (e) (u vezi sa svakim korišćenjem nakon prvog korišćenja) osiguravajuća kompanija Sinasure će u potpunosti primiti Sinasure premiju koja se plaća prema Sinasure polisi; i
- (f) Sinasure polisa ostaje na snazi i važnosti i nema preostalih obaveštenja od strane osiguravajuće kompanije Sinasure koja zahtevaju od bilo kog Zajmodavca da obustavi pružanje bilo kakvog korišćenja u okviru Kreditnog aranžmana.

5. KORIŠĆENJE SREDSTAVA

5.1 Dostavljanje zahteva za korišćenje sredstava

Zajmoprimac može koristiti Kreditni aranžman dostavljanjem Agentu ispravno popunjenog Zahteva za korišćenje sredstava najkasnije do Utvrđenog vremena.

5.2 Popunjavanje Zahteva za korišćenje sredstava

- (a) Svaki Zahtev za korišćenje sredstava je neopoziv i neće se smatrati da je propisno popunjen osim ako:
 - (i) predloženi datum korišćenja sredstava je radni dan u okviru Perioda raspoloživosti;
 - (ii) valuta i iznos korišćenja sredstava su u skladu sa Klauzulom 5.3 (*Valuta i iznos*);
 - (iii) predloženi period kamate je u skladu sa Klauzulom 9 (*Kamatni period*); i
 - (iv) (u vezi sa Zahtevom za korišćenje sredstava za svako korišćenje nakon prvog korišćenja), je praćeno propisno popunjenom Potvrdom izvođača koju je potpisao Ovlašćeni potpisnik izvođača, uključujući relevantnu prateću dokumentaciju i sve druge priloge (ukoliko ih ima) koji se u njima navode.
- (b) Samo jedan (1) zajam se može zahtevati u mesecu i u svakom Zahtevu za korišćenje sredstava.

5.3 Valuta i iznos

- (a) Valuta navedena u Zahtevu za korišćenje sredstava mora biti evro.
- (b) U vezi sa Zahtevom za korišćenje sredstava, za svako korišćenje nakon prvog korišćenja, iznos predloženog kredita mora odgovarati iznosu navedenom u relevantnoj Potvrdi izvođača navedenoj u stavu (a)(iv) Klauzule 5.2 (*Popunjavanje Zahteva za korišćenje sredstava*).
- (c) Iznos predloženog kredita mora biti iznos koji (A) ne premašuje Raspoloživa sredstva kreditnog aranžmana, i (B) je u skladu sa zahtevima člana 5 (*Uslovi plaćanja*) Komercijalnog ugovora.

5.4 Učešće zajmodavca

- (a) Ako su uslovi definisani ovim Ugovorom ispunjeni, svaki Zajmodavac će svoje učešće u Kreditu staviti na raspolaganje do Datuma korišćenja preko svoje Kancelarije aranžmana.
- (b) Iznos učešća svakog Zajmodavca u svakom Kreditu će biti jednak udelu njegovih Raspoloživih angažovanih sredstava u Raspoloživim kreditnim sredstvima neposredno pre davanja Kredita.
- (c) Agent će obavestiti svakog Zajmodavca o iznosu svakog Kredita i iznosu njegovog učešća u tom Kreditu do Utvrđenog vremena.

5.5 **Plaćanje**

Sredstva predloženog Kredita iznosiće ukupno 203.400.928 evra i biće uplaćena direktno na račun Zajmoprimca, a Zajmoprimac će, odmah po prijemu, ta sredstva u evrima uplatiti na račun Izvođača, u skladu sa Komercijalnim ugovorom, a kada se tako prenesu, obaveze Zajmoprimca prema ovoj Klauzuli 5.5 smatraće se ispunjenim.

5.6 **Otkazivanje Angažovanih sredstava**

Angažovana sredstva, koja u tom trenutku nisu iskorišćena, biće odmah otkazana na kraju Perioda raspoloživosti.

6. **OTPLATA**

6.1 **Otplata kredita**

- (a) U skladu sa Klauzulom 7 (*Prevremena otpлата i otkazivanje*), Zajmoprimac će otplaćivati date mu zajmove u ratama tako što će otplaćivati odgovarajuću ratu otplate na svaki datum otplate.
- (b) Zajmoprimac će otplatiti prvu ratu otplate na prvi datum otplate, a nakon toga će otplatiti svaku sledeću ratu otplate na svaki sledeći datum otplate do i uključujući krajnji datum dospeća.
- (c) Na krajnji datum dospeća, Zajmoprimac mora da vrati Zajmodavcima iznos svih neotplaćenih kredita i obračunate kamate i plati Stranama kreditnog aranžmana sve ostale iznose koje duguje prema ili u vezi sa Dokumentima o finansiranju.

6.2 **Ponovno pozajmljivanje**

Zajmoprimac ne može ponovo da pozajmi bilo koji deo Kreditnog aranžmana koji je otplaćen.

7. **PREVREMENA OTPLATA I OTKAZIVANJE**

7.1 **Nezakonitost**

Ako, u bilo kojoj primenljivoj jurisdikciji, u bilo kom trenutku, bude ili će postati nezakonito za bilo kog Zajmodavca da izvršava bilo koju od svojih obaveza iz ovog Ugovora ili da finansira, izdaje ili održava svoje učešće u bilo kom Kreditu ili ako u bilo kom trenutku, jeste ili će postati nezakonito za bilo koju Podružnicu Zajmodavca da za tog Zajmodavca to učini:

- (a) taj Zajmodavac će o tome obavestiti Agenta odmah nakon što postane upoznat sa takvim događajem;
- (b) nakon što Agent obavesti Zajmoprimca, Raspoloživa angažovana sredstva tog Zajmodavca će biti odmah otkazana; i
- (c) u meri u kojoj učešće Zajmodavca nije preneto u skladu sa stavom (d) člana 7.8 (*Pravo zamene ili prevremena otpлата i otkazivanje u vezi sa jedinstvenim Zajmodavcem*), Zajmoprimac će prevremeno otplatiti učešće tog Zajmodavca u tim kreditima datim Zajmoprimcu poslednjeg dana Kamatnog perioda za svaki Kredit koji dospeva

nakon što je Agent obavestio Zajmoprimca ili, ako je ranije, na datum koji je Zajmodavac naveo u obaveštenju dostavljenom Agentu (ne ranije od poslednjeg dana bilo kog primenljivog grejs perioda dozvoljenog zakonom) i iznos Rata otplate za svaki Datum otplate koji pada nakon te prevremene otplate će biti srazmerno umanjen za iznos unapred otplaćenog Kredita.

7.2 Događaj koji se odnosi na Sinosure polisu

Ukoliko se desi događaj koji se odnosi na Sinosure polisu:

- (a) Agent će odmah obavestiti Zajmoprimca kada postane upoznat sa takvim događajem;
- (b) Zajmoprimac ne može dostaviti Zahtev za korišćenje sredstava i Zajmodavac neće biti u obavezi da finansira Korišćenje koje tek treba da se izvrši; i
- (c) ako Većinski zajmodavci to zahtevaju, Agent će, putem obaveštenja Zajmoprimcu datog najmanje deset (10) radnih dana ranije, poništiti Raspoloživa angažovana sredstva i proglasiti sve neotplaćene kredite, zajedno sa obračunatom kamatom i svim ostalim akumuliranim iznosima prema Dokumentima o finansiranju koji su odmah dospeli i plativi, nakon čega će Raspoloživa angažovana sredstva biti poništena i svi takvi neizmireni Krediti i iznosi postaće odmah dospeli i plativi.

7.3 Komercijalni ugovor

Ukoliko:

- (a) bilo koja od Strana kreditnog aranžmana otkáže, raskine, poništi, opozove ili odbaci Komercijalni ugovor ili bilo koju njegovu odredbu;
- (b) Komercijalni ugovor prestane da ima punu snagu i dejstvo ili prestane da bude zakonit, važeći, obavezujući, primenljiv ili efektivan; ili
- (c) postane nezakonito da bilo koja strana u Komercijalnom ugovoru izvršava svoje materijalne obaveze po njemu, tada
 - (i) će Zajmoprimac odmah obavestiti Agentu kada postane svestan takvog događaja;
 - (ii) Zajmoprimac ne može dostaviti Zahtev za korišćenje sredstava i Zajmodavac neće biti u obavezi da finansira Korišćenje koje tek treba da se izvrši; i
 - (iii) ako Većinski zajmodavci to zahtevaju, Agent će, putem obaveštenja Zajmoprimcu datog najmanje deset (10) radnih dana ranije, poništiti Raspoloživa angažovana sredstva i proglasiti sve neisplaćene Kredite, zajedno sa obračunatom kamatom i svim ostalim akumuliranim iznosima prema Dokumentima o finansiranju koji su odmah dospeli i plativi, nakon čega će

Raspoloživa angažovana sredstva biti poništena i svi takvi neizmireni Krediti i iznosi postaće odmah dospeli i plativi.

7.4 **Obavezna prevremena otplata – Događaj koji je okidač za sankcije**

- (a) Ako, u bilo koje vreme:
- (i) nastane Događaj koji je okidač za sankcije;
 - (ii) Zajmoprimac ili Naručilac projekta imaju bilo kakve poslovne operacije ili druge poslove u bilo kojoj zemlji koja podleže sankcijama ili sa bilo kojim pojedincima koji se nalaze la Listi sankcija ili sa određenom osobom koja je na meti sankcija u vidu zamrzavanja sredstava koje je izrekla Uprava za sankcije; ili
 - (iii) Zajmoprimac se ne pridržava bilo koje odredbe klauzule 19.18 (*Sankcije*) ovog Ugovora,

Zajmoprimac i Zajmodavac pogođen sankcijama će odmah obavestiti Agentu kada saznaju za takav događaj.

- (b) Nakon što je Zajmoprimac obavestio Agentu u skladu sa gore nevedenim stavom (a) (ili je Agent obavestio Zajmoprimca, kada je takvo obaveštenje prema gore navedenom stavu (a) dao Zajmodavac pogođen sankcijama), Raspoloživa angažovana sredstva Zajmodavca pogođenog sankcijama biće odmah otkazana.
- (c) Ako to zahteva Zajmodavac pogođen sankcijama, Zajmoprimac će otplatiti učešće Zajmodavca pogođenog sankcijama u kreditima datim Zajmoprimcu poslednjeg dana Kamatnog perioda za svaki Kredit koji nastupi nakon što je Agent obavestio Zajmoprimca, ili ranije, na datum naveden od strane Zajmodavca pogođenog sankcijama u obaveštenju dostavljenom Agentu (ne ranije od poslednjeg dana bilo kog primenljivog grejs perioda dozvoljenog zakonom) i iznos Rata otplate za svaki Datum otplate koji pada nakon te prevremene otplate će biti srazmerno umanjen za iznos unapred otplaćenog Kredita.

7.5 **Obavezna prevremena otplata – Zakon o borbi protiv korupcije i Zakon o sprečavanju pranja novca**

Ako, u bilo kom trenutku, Zajmoprimac ne bude poštovao bilu koju odredbu klauzule 19.16 (*Zakon o borbi protiv korupcije i Zakon o sprečavanju pranja novca*) ovog Ugovora:

- (a) Agent će odmah obavestiti Zajmoprimca kada sazna za takav događaj; i
- (b) ako Zajmodavac tako zahteva:
- (i) nakon što je Agent obavestio Zajmoprimca u skladu sa gore navedenim stavom (a), Raspoloživa angažovana sredstva datog Zajmodavca biće odmah otkazana; i
 - (ii) Zajmoprimac će otplatiti učešće tog Zajmodavca u kreditima datim Zajmoprimcu poslednjeg dana Kamatnog perioda za

svaki kredit koji nastupi nakon što je Agent obavestio Zajmoprimca ili, ako je ranije, na datum koji je Zajmodavac naveo u obaveštenju dostavljenom Agentu (ne ranije od poslednjeg dana bilo kog primenljivog grejs perioda dozvoljenog zakonom) i iznos Rata otplate za svaki Datum otplate koji pada nakon te prevremene otplate će biti srazmerno umanjnjen za iznos unapred otplaćenog Kredita.

7.6 Dobrovoljno otkazivanje

- (a) Zajmoprimac može da otkáže ceo ili bilo koji deo (u minimalnom iznosu od 10.000.000,00 evra i spojenim, višestrukim iznosima od 5.000.000,00 evra) Raspoloživih kreditnih sredstava, uz davanje pisanog obaveštenja Agentu najmanje devedeset (90) radnih dana unapred.
- (b) Svako otkazivanje u skladu sa ovom klauzulom 7.6 će umanjiti Angažovana sredstva Zajmodavca na odgovarajući način.

7.7 Dobrovoljna prevremena otplata Kredita

- (a) Zajmoprimac može unapred da otplati ceo ili bilo koji deo bilo kog Kredita (ali, ukoliko otplaćuje deo, to mora biti deo koji smanjuje iznos Kredita u minimalnom iznosu od 10.000.000,00 evra i spojenim, višestrukim iznosima od 10.000.000,00 evra), ako dostavi Agentu prethodno pismeno obaveštenje najmanje devedeset (90) radnih dana ranije.
- (b) Kredit se može prevremeno otplatiti samo nakon poslednjeg dana Perioda raspoloživosti (ili ako je ranije, onda dana kada su Raspoloživa sredstva jednaka nuli).
- (c) Svaka prevremena otplata prema ovoj Klauzuli 7.7 mora da ispuni obaveze Zajmoprimca u skladu sa Klauzulom 6.1 (*Otplata Kredita*) u obrnutom hronološkom redu dospeća.

7.8 Pravo zamene ili otplate i otkazivanja po pitanju jednog Zajmodavca

- (a) Ako:
 - (i) bilo koji iznos plativ bilo kom Zajmodavcu od strane Zajmoprimca mora biti uvećan u skladu sa stavom (c) Klauzule 12.2 (*Bruto porez*); ili
 - (ii) bilo koji Zajmodavac traži refundaciju od Zajmoprimca u skladu sa Klauzulom 12.3 (*Poreska refundacija*) ili Klauzulom 13.1 (*Povećani troškovi*),

Zajmoprimac može dati Agentu obaveštenje o otkazivanju Angažovanih sredstava tog Zajmodavca i o svojoj nameri da obezbedi otplatu učešća tog Zajmodavca u Kreditima ili o svojim namerama da zameni Zajmodavca u skladu sa dole navedenim

stavom (d), sve dok se nastavljaju okolnosti koje su pokrenule zahteve za povećanje ili odštetu.

- (b) Po prijemu obaveštenja o otkazivanju navedenog u stavu (a) gore, Angažovana sredstva tog Zajmodavca će odmah biti smanjena na nulu.
- (c) Poslednjeg dana svakog Kamatnog perioda koji se završava nakon što Zajmoprimac dostavi obaveštenje o otkazivanju u skladu sa gore navedenim stavom (a) (ili, ako je ranije, datum koji je Zajmoprimac naveo u tom obaveštenju), Zajmoprimac će otplatiti tom Zajmodavcu učešće u tom kreditu.
- (d) Ako:
 - (i) se bilo koja od okolnosti definisana u stavu (a) primenjuje na Zajmodavca; ili
 - (ii) Zajmoprimac postaje obavezan da plati bilo koji iznos u skladu sa Klauzulom 7.1 (*Nezakonitost*) bilo kom Zajmodavcu,

Zajmoprimac može, uz prethodno dostavljanje obaveštenja, ne manje od devedeset (90) Radnih dana ranije Agentu i tom Zajmodavcu, zameniti tog Zajmodavca tako što će zahtevati od tog Zajmodavca (u meri u kojoj je zakonom dozvoljeno) da prenese u skladu sa Klauzulom 21 (*Promene Zajmodavaca*) sva (a ne samo deo) svoja prava i obaveze prema ovom Ugovoru Zajmodavcu ili drugoj banci, finansijskoj instituciji, trustu, fondu ili drugim institucijama po odabiru Zajmoprimca čime se potvrđuje njegova spremnost da preuzme i preuzima sve obaveze Zajmodavca koji prenosi prava i obaveze u skladu sa Klauzulom 21 (*Promene Zajmodavaca*) po kupovnoj ceni u gotovini plativo u trenutku prenosa u iznosu jednakom neizmirenoj glavnici učešća tog Zajmodavca u neizmirenim Kreditima i svim dospelim kamatama, Naknadi za prevremenu otplatu i drugim iznosima plativim a vezanim za učešće prema Dokumentima o finansiranju.

- (e) Na zamenu Zajmodavca u skladu sa gore navedenim stavom (d), primenjivaće se sledeći uslovi:
 - (i) Zajmoprimac nema prava da zameni Agentu;
 - (ii) ni Agent ni bilo koji Zajmodavac ne mogu imati bilo kakve obaveze po pitanju nalaženja zamene za Zajmodavca;
 - (iii) od Zajmodavca zamenjenog prema stavu (d) ni u kom slučaju neće se zahtevati da plati ili se odrekne bilo koje naknade koju je taj Zajmodavac primio u skladu sa Dokumentima o finansiranju; i
 - (iv) Zajmodavac će biti u obavezi da prenese svoja prava i obaveze u skladu sa gore navedenim stavom (d) samo kada je primenio sve neophodne provere "upoznaj svog Klijenta" ili druge slične provere u skladu sa merodavnim zakonima i propisima koji se odnose na taj prenos.

- (f) Zajmodavac će obaviti provere opisane u stavu (e)(iv) čim bude razumno prihvatljivo, nakon dostavljanja obaveštenja iz stava (d) i obavestiće Agenta i Zajmoprimca kada bude sproveo sve navedene provere.

7.9 Ograničenja

- (a) Sva obaveštenja bilo koje strane o otkazu ili prevremenoj otplati će prema ovoj Klauzuli 7 biti neopoziva i, osim ukoliko se u ovom Ugovoru ne pojavi suprotna naznaka, definisaće datum ili datume kada treba izvršiti relevantan otkaz ili prevremenu otplatu, kao i iznos tog otkaza ili prevremene otplate.
- (b) Prilikom svake prevremene otplate po osnovu ovog Ugovora, Zajmoprimac će platiti Agentu (za račun Zajmodavaca) naknadu na prevremeno otplaćeni iznos u visini od jedan posto (1%) iznosa prevremene otplate.
- (c) Svaka prevremena otplata po ovom Ugovoru biće izvršena zajedno sa naknadom za prevremenu otplatu u skladu sa stavom (b) gore, i obračunatom kamatom na prevremeno otplaćeni iznos (i, u slučaju bilo koje prevremene otplate u skladu sa klauzulom 7.7 (*Dobrovoljna prevremena otplata Kredita*) i sve troškove Naknada za prevremenu otplatu i druge troškove Zajmodavca.
- (d) Zajmoprimac ne može ponovo pozajmiti onaj deo Kreditnog aranžmana koji je prevremeno otplaćen.
- (e) Zajmoprimac neće otplatiti ili prevremeno otplatiti ceo Kredit ili bilo koji njegov deo niti otkazati ceo ili bilo koji deo Angažovanih sredstava, osim u vreme i na način izričito definisanim ovim Ugovorom.
- (f) Nijedan iznos Ukupno angažovanih sredstava otkazan u skladu sa ovim Ugovorom ne može biti kasnije ponovo stavljen na raspolaganje.
- (g) Ako Agent primi obaveštenje u skladu sa Klauzulom 7, odmah će primerak tog obaveštenja proslediti Zajmoprimcu ili Zajmodavcu na koga se to obaveštenje odnosi, u zavisnosti od slučaja.
- (h) Ukoliko je celokupan ili deo bilo kog dela učešća Zajmodavca u Kreditu otplaćen ili prevremeno otplaćen, smatraće se da je iznos Angažovanih sredstava tog Zajmodavca (jednak iznosu učešća koji je otplaćen ili prevremeno otplaćen) poništen na datum otplate ili prevremene otplate.

7.10 Primena prevremenog plaćanja

Svaka prevremena otplata Kredita u skladu sa Klauzulom 7.2 (*Događaj koji se odnosi na Sinosure polisu*), Klauzulom 7.3 (*Komercijalni ugovor*), Klauzulom 7.4 (*Obavezna prevremena otplata – Događaj koji je okidač za*

sankcije) i Klausulom 7.7 (*Dobrovoljna prevremena otplata Kredita*) će se primenjivati proporcionalno učešću svakog Zajmodavca u tom Kreditu, i u okviru učešća svakog Zajmodavca u tom Kreditu, po redosledu predviđenom Klausulom 26.5 (*Delimično plaćanje*).

8. KAMATA

8.1 Obračun kamate

U skladu sa Klausulom 10 (*Izmene u obračunu kamate*), kamatna stopa na svaki Kredit za svaki Kamatni period predstavlja procentualnu stopu na godišnjem nivou koju zajedno čine:

(a) Marža; i

(b) EURIBOR

8.2 Plaćanje kamate

Poslednjeg dana svakog Kamatnog perioda (svaki takav dan je "**Datum plaćanja kamate**") Zajmoprimac će platiti dospelu kamatu za Kredit na koji se taj Kamatni period odnosi.

8.3 Zatezna kamata

- (a) Ako Zajmoprimac ne plati iznos plativ po osnovu Dokumenta o finansiranju na datum dospeća, kamata će se obračunavati na neizmireni iznos od datuma dospeća do datuma stvarnog plaćanja (kako pre tako i nakon presude) po stopi, u skladu sa stavom (b) u daljem tekstu, koja je za dva procenta (2,00%) na godišnjem nivou viša od stope koja bi se plaćala da je neizmireni iznos, tokom perioda neplaćanja, činio Kredit u valuti neizmirenog iznosa za sledeće Kamatne periode, u trajanju svakog od njih po odabiru Agentu (postupajući razumno). Na zahtev Agentu, Zajmoprimac će odmah izvršiti plaćanje kamate obračunate u skladu sa Klausulom 8.3.
- (b) Ako se neizmireni iznos sastoji od celog Kredita, ili njegovog dela, koji dospeva na dan koji nije poslednji dan Kamatnog perioda u smislu tog Kredita:
 - (i) prvi Kamatni period za taj neizmireni iznos će imati trajanje jednako neisteklom delu tekućeg Kamatnog perioda koji se odnosi na taj Kredit; i
 - (ii) kamatna stopa koja se primenjuje na neizmireni iznos tokom tog prvog Kamatnog perioda će biti godišnje za 2 procenta (2,00%) viša od stope koja bi se primenjivala da neizmireni iznos nije dospeo.
- (c) Zatezna kamata (ako nije plaćena duže od godinu dana) koja nastaje po osnovu neizmirenog iznosa će se dodati na neizmireni iznos na kraju svakog Kamatnog perioda primenjivog na taj neizmireni iznos koja nastaje po isteku takvog jednogodišnjeg perioda, ali će i dalje biti odmah dospela i plativa.

8.4 Obaveštenje o kamatnim stopama

- (a) Agent će odmah obavestiti Zajmodavce i Zajmoprimca o utvrđivanju kamatne stope po ovom Ugovoru.
- (b) Agent će odmah obavestiti Zajmoprimca o svim Stopama finansiranja koje se odnose na Kredit.

8.5 Porez po odbitku

Ne dovodeći u pitanje Klauzulu 12 (*Bruto porez i refundiranje*), u meri u kojoj je Zajmoprimac po zakonu obavezan da izvrši bilo kakav odbitak za ili na račun poreza od takvog iznosa kamate koji Zajmoprimac duguje prema Klauzuli 8.2 (*Plaćanje kamate*) i Klauzuli 8.3 (*Zatezna kamata*), svaki takav iznos će se povećati na iznos koji (nakon odbitka) ostavlja iznos jednak kamati koja bi dospela da takav odbitak nije bio zahtevan.

9. KAMATNI PERIODI

9.1 Odabir Kamatnih perioda

- (a) U skladu sa ovom Klauzulom 9, osim ako se Agent (postupajući po uputstvima svih Zajmodavaca) ne dogovori drugačije, Kamatni period za svaki Kredit iznosiće šest (6) meseci.
- (b) Kamatni period za Kredit neće trajati duže od Konačnog datuma dospeća.
- (c) Ako bi se poslednji Kamatni period koji spada u Period raspoloživosti inače završio na datum nakon poslednjeg dana Perioda raspoloživosti, takav Kamatni period će se, umesto toga, završiti poslednjeg dana Perioda raspoloživosti.
- (d) Svaki Kamatni period za Kredit počinje na Datum korišćenja sredstava ili (ako je Kredit već dat) poslednjeg dana njegovog prethodnog Kamatnog perioda.
- (e) Kamatni period za Kredit koje je dat dok je drugi Kredit neotplaćen će se završiti u isto vreme kada i tada tekući Kamatni period za taj drugi Kredit.

9.2 Izmene Kamatnih perioda

- (a) Pre određivanja kamatne stope za Kredit, Agent može skratiti Kamatni period za bilo koji Kredit kako bi obezbedio da ima dovoljno Kredita (sa zbirnim iznosom jednakim ili većim od Rate otplate) za koje se Kamatni period završava na Datum otplate za Zajmoprimca da izvrši Ratu otplate koja dospeva na taj datum.
- (b) Agent izvrši bilo koju od promena u Kamatnom periodu iz Klauzule 9.2, odmah će obavestiti Zajmoprimca i Zajmodavce.

9.3 Neradni dani

Ako se Kamatni period završava na dan koji nije Radni dan, Kamatni period će se u tom slučaju završiti prvog sledećeg Radnog dana u kalendarskom mesecu (ukoliko ga ima) ili prethodnog Radnog dana (u suprotnom).

9.4 Konsolidacija kredita

Ako se dva ili više Kamatnih perioda završavaju na isti dan, ti Krediti će se konsolidovati i tretirati kao jedinstveni Kredit poslednjeg dana Kamatnog perioda.

10. IZMENE U OBRAČUNU KAMATE

10.1 Nedostupnost Kotirane stope

(a) *Interpolirana kotirana stopa*: Ukoliko nije dostupna Kotirana stopa za EURIBOR za Kamatni period Kredita, primenjivi EURIBOR će biti Interpolirana Kotirana stopa za period koji je jednak dužini Kamatnog perioda Kredita.

(b) *Referentna bankarska stopa*: U slučaju nedostupnosti Kotirane stope za EURIBOR za:

(i) evre; ili

(ii) Kamatni period Kredita i nije moguće izračunati Interpoliranu kotiranu stopu,

primenjivi EURIBOR će biti referentna bankarska stopa od podneva (po briselskom vremenu) na Dan kotacije za evre i za period koji je po dužini jednak Kamatnom periodu tog Kredita.

(c) *Troškovi finansiranja*: Ukoliko je primenjiv stav (b) gore, ali nije dostupna referentna bankarska stopa za evro ili relevantni Kamatni period:

(i) Agent će o tome odmah obavestiti Zajmoprimca;

(ii) za taj Kredit neće biti EURIBOR-a; i

(iii) Klauzula 10.4 (*Troškovi finansiranja*) će se primenjivati na taj Kredit za taj relevantni Kamatni period.

10.2 Izračunavanje referentne bankarske stope

(a) U skladu sa dole navedenim stavom (b), ukoliko EURIBOR treba utvrditi na osnovu stope Referentne banke, ali Referentna banka ne dostavi kotaciju do Utvrđenog vremena na Dan kotacije, stopa Referentne banke izračunava se na osnovu kotacija preostalih Referentnih banaka.

(b) Ako u ili približno u Utvrđeno vreme na Dan kotacije nijedna Referentna banka ne dostavi kotaciju ili samo jedna od Referentnih

banaka dostavi kotaciju, neće postojati stopa Referentne banke za relevantni Kamatni period.

10.3 Poremećaj na tržištu

Ukoliko pre završetka poslovanja u Briselu na Dan kotacije za relevantni Kamatni period Agent dobije obaveštenje od Zajmodavca da bi cena njegovog finansiranja učešća u Kreditu iz bilo kog izvora koji može razumno izabrati za evro bila veća od EURIBOR-a:

- (a) Agent će o tome odmah obavestiti Zajmoprimca;
- (b) za taj Kredit neće biti EURIBOR-a; i
- (c) Klausula 10.4 (Troškovi finansiranja) će se primenjivati na taj Kredit za taj relevantni Kamatni period.

10.4 Troškovi finansiranja

- (a) Ukoliko se ova Klausula 10.4 primeni, kamatna stopa svakog udela Zajmodavca u relevantnom Kreditu relevantni Kamatni period biće procentualna godišnja stopa, koja je zbir:
 - (i) Marže; i
 - (ii) stope o kojoj je obavešten Agent od strane tog Zajmodavca što je pre izvodljivo i u svakom slučaju pre datuma dospeća kamate za plaćanje u vezi sa tim Kamatnim periodom, koja je izražena kao procentualna godišnja stopa troška relevantnog Zajmodavca njegovog učešća u tom Kreditu, nezvano za to iz kog su izvora razumno izabrane.
- (b) Ukoliko se ova Klausula 10.4 primeni i Agent ili Zajmodavac tako zahtevaju, Agent ili Zajmodavac će ući u pregovore (na period ne duži od trideset (30) dana) u cilju dogovaranja supstitutivne osnove za određivanje kamatne stope.
- (c) bilo koja alternativna osnova dogovorena u skladu sa gore navedenim stavom (b), će, uz prethodnu saglasnost svih Zajmodavaca i Zajmoprimca, biti obavezujuća za sve Strane.
- (d) Ukoliko se ova Klausula 10.4 primenjuje u skladu sa Klausulom 10.3 (*Poremećaj na tržištu*) i:
 - (i) Stopa finansiranja Zajmodavca je manja od EURIBOR-a; ili
 - (ii) Zajmodavac ne dostavi kotaciju do vremena navedenog u stavu (a)(ii) gore,

smatraće se, za potrebe gore navedenog stava (a), da je EURIBOR trošak tog Zajmodavca za finansiranje njegovog učešća u tom Kreditu, za taj Kamatni period.

10.5 Naknada za odstupanje od ugovornih rokova

- (a) Zajmoprimac će, u roku od pet (5) radnih dana od zahteva upućenog od Strane kreditnog aranžmana, platiti toj Strani kreditnog aranžmana Naknadu za odstupanje od ugovorenih rokova pripisive celokupnom ili delu Kredita ili Neplaćenog iznosa koje je namirio Zajmoprimac dana koji nije poslednji dan Kamatnog perioda za taj Kredit ili Neplaćeni iznos.
- (b) Svaki Zajmodavac će, čim bude razumno izvodljivo a nakon što Agent to zatraži, dostaviti potvrdu kojom se potvrđuje iznos Naknade za odstupanje od ugovorenih rokova za svaki Kamatni period.

11. NAKNADE

11.1 Naknada za administriranje zajma

- (a) Zajmoprimac će platiti Ovlašćenom glavnom aranžeru naknadu (u dinarskoj protivvrednosti) obračunatu prema stopi od nula zarez trideset procenata (0,30%) na godišnjem nivou, na raspoloživa angažovana sredstva Zajmodavca za period koji počinje na (i uključujući) datum koji pada trideset (30) dana nakon datuma stupanja na snagu ovog Ugovora.
- (b) Dospela Naknada za administriranje zajma plativa je poslednjeg dana svakog narednog šestomesečnog (6) perioda koji se završava tokom Perioda raspoloživosti, poslednjeg dana Perioda raspoloživosti i, ukoliko se otkáže u celosti, na otkazani iznos Angažovanih sredstava Zajmodavaca u trenutku kada otkazivanje stupa na snagu.

11.2 Naknada za aranžiranje

Zajmoprimac će platiti Ovlašćenom glavnom aranžeru naknadu za aranžiranje (u dinarskoj protivvrednosti) od nula zarez sedamdeset i pet procenata (0,75%) od Ukupnih angažovanih sredstava na datum koji pada trideset (30) dana nakon datuma stupanja na snagu.

12. BRUTO POREZ I REFUNDIRANJE

12.1 Definicije

- (a) Za potrebe ovog Ugovora:

"Zaštićena strana" označava Stranu kreditnog aranžmana koja je ili će biti podložna obavezi, ili će biti u obavezi da izvrši plaćanje, za ili na račun Poreza u vezi sa iznosom dobijenim ili koji se potražuje (ili iznosom koji se smatra za svrhe Poreza da će se dobiti ili da će se potraživati) po osnovu Dokumenta o finansiranju;

"Poreski kredit" označava kredit, olakšicu ili oslobođenje, ili otplatu Poreza;

"Poreski odbitak" označava odbitak ili obustavljanje za ili vezi sa Porezom na plaćanja po osnovu Dokumenta o finansiranju, osim FATCA odbitka;

"Plaćanje poreza" označava ili povećanje plaćanja izvršenog od strane Zajmoprimca prema Strani kreditnog aranžmana po Klauzuli 12.2 (*Bruto porez*) ili plaćanje po osnovu Klauzule 12.3 (*Poreska refundacija*).

- (b) Osim ukoliko je suprotno navedeno, u ovoj Klauzuli 12 upućivanje na "određuje" ili "određen" znači određivanje po apsolutnom diskrecionom pravu lica koje vrši određivanje.

12.2 Bruto porez

- (a) Zajmoprimac će izvršiti sva potrebna plaćanja bez Poreskog odbitka, osim ako je Poreski odbitak predviđen zakonom.
- (b) Zajmoprimac će odmah po saznanju da mora da izvrši Poreski odbitak (ili da je nastala promena stope ili osnovice Poreskog odbitka) shodno obavestiti Agenta. Slično tome, Zajmodavac će obavestiti Agenta o takvom saznanju u vezi sa plaćanjem koje je plativo prema tom Zajmodavcu. Ukoliko Agent dobije takvo obaveštenje od Zajmodavca on će obavestiti Zajmoprimca.
- (c) Ukoliko je zakonom predviđeno da Zajmoprimac izvrši Poreski odbitak, iznos plaćanja koji duguje Zajmoprimac će se povećati do iznosa koji je (nakon Poreskog odbitka) jednak plaćanju koje bi se dugovalo da nije bio predviđen Poreski odbitak.
- (d) Ukoliko je Zajmoprimac u obavezi da izvrši Poreski odbitak, taj Zajmoprimac će izvršiti Poreski odbitak i sva plaćanja potrebna u vezi sa Poreskim odbitkom u dozvoljenom vremenskom okviru i u zakonski dozvoljenom minimalnom iznosu.
- (e) U roku od trideset (30) dana od izvršenja Poreskog odbitka ili traženog plaćanja u vezi sa Poreskim odbitkom, Zajmoprimac će Agentu dostaviti za Stranu kreditnog aranžmana koja ima pravo na plaćanje dokaz zadovoljavajući za tu Stranu kreditnog aranžmana da je izvršen Poreski odbitak ili (ako je primenjivo) izvršeno plaćanje relevantnom poreskom organu.

12.3 Poreska refundacija

- (a) Zajmoprimac će na zahtev Agenta platiti Zaštićenoj strani iznos koji je jednak gubitku, obavezi ili trošku koji ta Zaštićena strana odredi da će biti ili da jeste (direktno ili indirektno) pretrpljen za ili na račun Poreza od strane te Zaštićene strane po osnovu Dokumenta o finansiranju.
- (b) Stav (a) gore neće se primenjivati:
 - (i) po osnovu Poreza obračunatog za Stranu kreditnog aranžmana:
 - (A) po pravu jurisdikcije u kojoj je ta Strana kreditnog aranžmana konstituisana ili, u drugačijem slučaju,

jurisdikcije (ili jurisdikcija) u kojoj se ta Strana kreditnog aranžmana tretira kao rezident za svrhe poreza; ili

- (B) po pravu jurisdikcije u kojoj se nalazi Kancelarija aranžmana te Strane kreditnog aranžmana po osnovu iznosa koji su dobijenih ili se potražuju u toj jurisdikciji,

ukoliko je taj Porez uveden ili obračunat na osnovu neto prihoda koji je dobila ili koji potražuje (ali ne bilo koji iznos koji se smatra da je dobila ili potražuje) ta Strana kreditnog aranžmana; ili

- (ii) ukoliko se gubitak, obaveza ili trošak:

- (A) nadoknade povećanjem plaćanja u skladu sa Klauzulom 12.2 (*Bruto porez*), Klauzulom 12.7 (*FATCA odbitak i Bruto porez Zajmoprimca*) ili stavom (b) Klauzule 12.8 (*FATCA odbitak Strane kreditnog aranžmana*);

- (B) odnosi na FATCA odbitak zahtevan od Strane; i

- (C) nadoknađuje plaćanjem prema stavu (d) Klauzule 12.8 (*FATCA odbitak Strane kreditnog aranžmana*).

- (c) Zaštićena strana koja potražuje ili namerava da potražuje u skladu sa gore navedenim stavom (a) odmah će obavestiti Agenta o slučaju koji će dovesti ili je doveo do nastanka potraživanja, nakon čega će Agent obavestiti Zajmoprimca.

- (d) Zaštićena strana će nakon prijema plaćanja od Zajmoprimca po osnovu ove Klauzule 12.3, obavestiti Agenta.

12.4 Takse

Zajmoprimac će platiti, na zahtev, i nadoknaditi svakoj Strani kreditnog aranžmana bilo koji trošak, gubitak ili obavezu koja nastane za tu Stranu kreditnog aranžmana u vezi sa taksama, registracijom ili sličnim Porezima koji se plaćaju po osnovu bilo kog Dokumenta o finansiranju.

12.5 PDV

- (a) Svi iznosi izraženi kao plativi po Dokumentu o finansiranju od bilo koje Strane ka Strani kreditnog aranžmana, koji (u celosti ili delimično) čine nadoknadu za svrhe PDV-a na robu i usluge, će se smatrati da isključuju PDV koji se naplaćuje na tu robu i usluge, i shodno tome, u skladu sa stavom (b) u daljem tekstu, ako se PDV plaća na bilo koju robu i usluge koje Strana kreditnog aranžmana obezbedi nekoj Strani po osnovu Dokumenta o finansiranju, ta Strana će platiti Strani kreditnog aranžmana (uz i istovremeno sa plaćanjem naknade) iznos koji je jednak iznosu PDV-a (i ta Strana kreditnog aranžmana će odmah dostaviti odgovarajuću potvrdu o PDV-u toj Strani).

- (b) Ukoliko se PDV naplaćuje na robu i usluge obezbeđene od bilo koje Strane kreditnog aranžmana ("**Dobavljač**") drugoj Strani kreditnog aranžmana ("**Primalac**") po osnovu Dokumenta o finansiranju, i Strana koja nije Primalac ("**Relevantna strana za PDV**") treba po uslovima Dokumenta o finansiranju da plati iznos koji je jednak nadoknadi za tu robu i usluge Dobavljaču (a ne da treba da se plaća nadoknada Primaocu po osnovu te naknade):
- (i) (kada je Dobavljač lice koje je dužno da nadležnom poreskom organu obračunava PDV), ta Strana će takođe platiti Dobavljaču (uz i istovremeno sa plaćanjem tog iznosa) iznos jednak iznosu tog PDV-a. Primalac će (gde se ovaj stav (i) primenjuje) odmah platiti Relevantnoj strani iznos jednak kreditu ili povraćaju od relevantnog poreskog organa koju razumno odredi vezano za PDV koji se naplaćuje za tu isporuku; i
 - (ii) (kada je Primalac lice koje je dužno da nadležnom poreskom organu obračunava PDV) Relevantna strana mora odmah, nakon zahteva od Primaoca, da plati Primaocu iznos koji je jednak PDV-u koji se obračunava na tu robu i usluge ali samo u meri u kojoj Primalac razumno utvrdi da nema pravo na kredit ili povraćaj od nadležnog poreskog organa u vezi sa tim PDV-om.
- (c) U slučaju kada je predviđeno Dokumentom o finansiranju da Strana plati ili nadoknadi Strani kreditnog aranžmana troškove ili izdatke, ta Strana će platiti ili nadoknaditi (u zavisnosti od slučaja) toj Strani kreditnog aranžmana celokupan iznos tih troškova ili izdataka, uključujući deo koji predstavlja PDV, osim ako ta Strana kreditnog aranžmana razumno odredi da ima pravo na kredit ili povraćaj tog PDV-a od strane relevantnog poreskog organa.
- (d) U vezi sa bilo kojom nabavkom koju vrše Strane kreditnog aranžmana bilo kojoj Strani u Dokumentu o finansiranju, ukoliko ta Strana kreditnog aranžmana to razumno zatraži, ta Strana mora odmah da dostavi toj drugoj Strani kreditnog aranžmana detalje o PDV registraciji i sve druge informacije kako se to može razumno zatražiti u vezi sa obavezama PDV izveštavanja te Strane kreditnog aranžmana u vezi sa tom nabavkom.

12.6 FATCA informacije

- (a) U skladu sa stavom (c) u daljem tekstu, svaka Strana će u roku od trideset (30) Radnih dana od razumnog zahteva druge Strani:
- (i) potvrditi toj drugoj Strani da li je:
 - (A) Strana izuzeta od FATCA; ili
 - (B) nije Strana izuzeta od FATCA;

- (ii) dostaviti toj drugoj Strani one obrasce, dokumentaciju i druge informacije koje se odnose na njen status po osnovu FATCA koje ta druga Strana može razumno zatražiti za potrebe poštovanja obaveza iz FATCA te druge strane; i
 - (iii) dostaviti toj drugoj Strani one obrasce, dokumentaciju i druge informacije koje se odnose na njen status, a koje ta druga Strana može razumno zatražiti za potrebe poštovanja obaveza te druge strane u skladu sa bilo kojim drugim zakonom, propisom ili režimom za razmenu informacija.
- (b) Ukoliko Strana potvrdi drugoj Strani u skladu sa gore navedenim stavom (a)(i), da je Strana izuzeta od FATCA, a nakon toga sazna da nije ili je prestala da bude Strana izuzeta od FATCA, ta Strana će, u razumno kratkom roku, o tome obavestiti tu drugu Stranu.
- (c) Stav (a) gore, ne obavezuje bilo koju Stranu kreditnog aranžmana da uradi bilo šta i stav (a)(iii) gore, ne obavezuje bilo koju drugu Stranu da uradi bilo šta, što bi po njenom razumnom mišljenju predstavljalo ili moglo predstavljati kršenje:
 - (i) bilo kog zakona ili propisa
 - (ii) bilo koje fiducijarne dužnosti; ili
 - (iii) bilo koje obaveze poverljivosti.
- (d) Ukoliko Strana ne uspe da potvrdi da li je Strana izuzeta od FATCA ili da dostavi obrasce, dokumentaciju i druge informacije zatražene u skladu sa gore navedenim stavom (a)(i) ili (a)(ii) (uključujući, za potrebe izbegavanja svake sumnje, kada se gore navedeni stav (c) primenjuje), onda će se ta Strana tretirati, za potrebe Dokumentata o finansiranju (i plaćanja po osnovu njih) kao da nije Strana izuzeta od FATCA do onog trenutka kada predmetna Strana dostavi zatražene potvrde, obrasce, dokumentaciju ili druge informacije.
- (e) Ako je Zajmoprimac poreski obveznik SAD ili Agent razumno veruje da njegove obaveze prema FATCA ili bilo kom drugom primenljivom zakonu ili propisu to zahtevaju, svaki Zajmodavac će, u roku od trideset (30) dana od:
 - (i) kada je Zajmoprimac poreski obveznik SAD, a većinski Zajmodavac je Prvobitni zajmodavac, od datuma ovog Ugovora;
 - (ii) kada je Zajmoprimac poreski obveznik SAD na Datum prenosa, a većinski Zajmodavac je Novi zajmodavac, od relevantnog Datuma prenosa;
 - (iii) kada Zajmoprimac nije poreski obveznik SAD, od datuma dobijanja zahteva od Agentu,

dostaviti Agentu:

- (A) potvrdu o odbitku na obrascu W-8, obrascu W-9 ili bilo kom drugom relevantnom obrascu; ili
- (B) bilo koju izjavu o odbitku poreza ili drugi dokument, ovlašćenje ili odricanje koje Agent može zahtevati kako bi potvrdio ili utvrdio status takvog Zajmodavca prema FATCA ili tom drugom zakonu ili propisu.

12.7 FATCA odbitak i bruto porez Zajmoprimca

- (a) Ako se od Zajmoprimca zahteva da izvrši FATCA odbitak, Zajmoprimac će izvršiti taj FATCA odbitak i bilo koje plaćanje koje je potrebno u vezi sa tim FATCA odbitkom u vremenskom roku i u minimalnom iznosu koji zahteva FATCA.
- (b) Ako Zajmoprimac treba da izvrši FATCA odbitak (osim FATCA odbitka koji se odnosi na Zajmodavca koji nije Prvobitni zajmodavac), iznos dugovanog plaćanja od Zajmoprimca biće povećan na iznos koji (nakon izvršenja bilo kakvog FATCA odbitka) ostavlja iznos jednak plaćanju koje bi dospelo da nije bio potreban FATCA odbitak. Neće biti potrebna nikakva dodatna plaćanja u pogledu FATCA odbitka koji se odnosi na Zajmodavca koji nije Prvobitni zajmodavac.
- (c) Zajmoprimac će odmah, nakon što bude upoznat da mora da izvrši FATCA odbitak (ili ukoliko ima bilo kakve promene stope ili osnovice za taj FATCA odbitak) obavestiti Agentu. Slično tome, Strana kreditnog aranžmana će obavestiti Agentu kada postane svesna u pogledu plaćanja koje se plaća toj Strani kreditnog aranžmana. Ako Agent primi takvo obaveštenje od Strane kreditnog aranžmana, obavestiće Zajmoprimca.
- (d) U roku od trideset (30) dana od izvršenja FATCA odbitka ili traženog plaćanja u vezi sa FATCA odbitkom, Zajmoprimac će dostaviti Agentu za Stranu kreditnog aranžmana koja ima pravo na plaćanje, dokaz zadovoljavajući za tu Stranu kreditnog aranžmana da je izvršen FATCA odbitak ili (ako je primenjivo) izvršeno plaćanje relevantnom državnim ili poreskom organu.

12.8 FATCA odbitak Strane kreditnog aranžmana

- (a) Svaka Strana kreditnog aranžmana može da izvrši bilo koji FATCA odbitak koji treba da izvrši po osnovu FATCA i bilo koje plaćanje koje se zahteva u vezi sa tim FATCA odbitkom i neće se zahtevati od bilo koje Strane kreditnog aranžmana da poveća bilo koje plaćanje u vezi sa kojim izvrši FATCA odbitak ili da na drugi način izvrši kompenzaciju primaocu plaćanja za taj FATCA odbitak. Strana kreditnog aranžmana koja postane svesna da mora izvršiti FATCA odbitak u vezi sa plaćanjem drugoj Strani (ili da je nastala promena stope ili osnovice takvog FATCA odbitka) obavestiće tu Stranu i Agentu.

- (b) Ako se od Agentu zahteva da izvrši FATCA odbitak u vezi sa plaćanjem Strani kreditnog aranžmana prema klauzuli 26.2 (*Raspodela od strane Agentu*) koja se odnosi na plaćanje Zajmoprimca, iznos plaćanja koji duguje Zajmoprimac će biti povećan na iznos koji (nakon što Agent izvrši takav FATCA odbitak), ostavlja Agentu iznos jednak uplati koju bi Agent izvršio da nije bio potreban FATCA odbitak.
- (c) Agent će odmah, nakon što bude upoznat da mora da izvrši FATCA odbitak u vezi sa plaćanjem Strani kreditnog aranžmana prema klauzuli 26.2 (*Raspodela od strane Agentu*) koja se odnosi na plaćanje Zajmoprimca (ili ukoliko ima bilo kakve promene stope ili osnovice za taj FATCA odbitak) obavestiti Zajmoprimca i relevantnu Stranu kreditnog aranžmana.
- (d) Zajmoprimac će na zahtev Agentu platiti Strani kreditnog aranžmana iznos koji je jednak gubitku, obavezi ili trošku koji ta Strana kreditnog aranžmana odredi da će biti ili da je (direktno ili indirektno) pretrpljen od te Strane kreditnog aranžmana kao posledica izvršenog FATCA odbitka druge Strane kreditnog aranžmana u odnosu na plaćanje koje se duguje ovoj Strani po osnovu Dokumenta o finansiranju. Ovaj stav se neće primenjivati u meri u kojoj se gubitak, obaveza ili trošak nadoknađuje povećanom isplatom prema stavu (b) gore.
- (e) Strana kreditnog aranžmana koja potražuje ili namerava da potražuje u skladu sa gore navedenim stavom (d) odmah će obavestiti Agentu o FATCA odbitku koji će dovesti ili je doveo do nastanka potraživanja, nakon čega će Agent obavestiti Zajmoprimca.
- (f) Strana kreditnog aranžmana mora da, po prijemu uplate Zajmoprimca po osnovu ove Klauzule, o tome obavesti Agentu.

12.9 Poreski kredit i FATCA

Ukoliko Zajmoprimac izvrši plaćanje poreza ili FATCA uplatu i relevantna Strana kreditnog aranžmana (isključujući bilo kog Zajmodavca osim Prvobitnog zajmodavca) utvrdi da:

- (a) se Poreski kredit može pripisati uvećanom plaćanju čiji deo čini to plaćanje poreza ili FATCA uplata, tom plaćanju poreza ili FATCA uplati ili poreskom odbitku ili FATCA odbitku usled čega je to plaćanje poreza ili FATCA uplata bila potrebna ; i
- (b) je ta Strana kreditnog aranžmana dobila, iskoristila i zadržala taj Poreski kredit,

Strana kreditnog aranžmana će platiti Zajmoprimcu iznos za koji ta Strana kreditnog aranžmana utvrdi da će je ostaviti (nakon plaćanja) u istoj poziciji nakon oporezivanja u kojoj bi bila da se od Zajmoprimca nije zahtevalo plaćanje poreza ili FATCA plaćanje.

13. POVEĆANI TROŠKOVI

13.1 Povećani troškovi

- (a) Podložno Klauzuli 13.3 (*Izuzeća*), Zajmoprimac će na zahtev Agenta, platiti za račun Strane kreditnog aranžmana iznos bilo kojih Povećanih troškova koji nastanu za tu Stranu kreditnog aranžmana ili njenu podružnicu kao posledica:
 - (i) Unošenja bilo kojih izmena (ili tumačenja, administriranja ili primene) bilo kog zakona ili propisa, učinjenih nakon datuma ovog Ugovora; ili
 - (ii) usklađivanja sa bilo kojim zakonom ili propisom donesenim nakon datuma ovog Ugovora;
- (b) Za potrebe ovog Ugovora:

"Povećani troškovi" označavaju:

- (i) smanjenje stope prinosa od Kreditnog aranžmana ili na ukupni kapital Strane kreditnog aranžmana (ili njene Podružnice) (uključujući i kao rezultat bilo kakvog smanjenja stope prinosa na kapital do kojeg dolazi zbog toga što je potrebno alociranje više kapitala od strane takve Strane kreditnog aranžmana);
- (ii) dodatne ili povećane troškove; ili
- (iii) smanjenje iznosa koji su dospeli i plativi po osnovu bilo kog Dokumenta o finansiranju,

koji nastanu ili koje pretrpi Strana kreditnog aranžmana ili njena Podružnica pod uslovom da se može pripisati toj Strani kreditnog aranžmana koja je stupila u svoje Angažovanje sredstava ili finansiranje ili izvršavanje obaveza po bilo kom Dokumentu o finansiranju.

13.2 Potraživanja po osnovu povećanih troškova

- (a) Strana kreditnog aranžmana koja namerava da potražuje u skladu sa Klauzulom 13.1 (*Povećani troškovi*) obavestiće Agenta o slučaju koji dovodi do nastanka potraživanja, nakon čega će Agent odmah obavestiti Zajmoprimca.
- (b) Svaka Strana kreditnog aranžmana će, čim to bude izvodljivo, po zahtevu Agenta, dostaviti potvrdu o iznosu njenih Povećanih troškova.

13.3 Izuzeća

- (a) Klauzula 13.1 (*Povećani troškovi*) se ne primenjuju ukoliko se Povećani troškovi:

- (i) mogu pripisati Odbitku poreza koji Zajmoprimac treba da izvrši po zakonu;
 - (ii) mogu pripisati FATCA odbitku koji se zahteva od Strane kreditnog aranžmana;
 - (iii) kompenzovani u skladu sa Klauzulom 12.3 (*Poreska refundacija*) (ili bi bili kompenzovani u skladu sa Klauzulom 12.3 (*Poreska refundacija*) ali nisu kompenzovani samo zbog primene izuzeća navedenih u stavu (b) Klauzule 12.3 (*Poreska refundacija*)); ili
 - (iv) mogu pripisati namernom kršenju bilo kog zakona ili propisa od strane relevantne Strane kreditnog aranžmana ili njene Podružnice.
- (b) U ovoj klauzuli 13.3, pozivanje na "**Poreski odbitak**" ima isto značenje dato tom terminu u Klauzuli 12.1 (*Definicije*).

14. DRUGA OBEŠTEĆENJA

14.1 Obeštećenje za kursne razlike

- (a) Ukoliko bilo koji iznos koji Zajmoprimac duguje po osnovu Dokumentata o finansiranju ("**Iznos**"), ili naloga, presude ili odluke datih ili donetih u vezi sa Iznosom, mora da se konvertuje iz valute ("**Prva valuta**") u kojoj je taj Iznos plativ u drugu valutu ("**Druga valuta**") za svrhu:
- (i) sastavljanja ili podnošenja tužbe ili dokaza protiv Zajmoprimca;
 - (ii) dobijanja ili sprovođenja naloga, presude ili odluke u vezi sa bilo kojim parničnim ili arbitražnim postupkom,

Zajmoprimac će kao nezavisnu obavezu, na zahtev, refundirati svakoj Strani kreditnog aranžmana kojoj duguje taj Iznos za bilo koji trošak, gubitak ili obavezu koja nastaje iz ili kao posledica konverzije uključujući bilo koja odstupanja između (A) kursa razmene koji se koristi za konvertovanje tog Iznosa iz Prve valute u Drugu valutu i (B) kursa ili kurseva koji su raspoloživi tom licu u vreme prijema tog Iznosa.

- (b) Zajmoprimac se odriče bilo kog prava koje ima u bilo kojoj jurisdikciji da plati bilo koji iznos po Dokumentima o finansiranju u valuti ili valutnoj jedinici osim u onoj u kojoj je izraženo za plaćanje.

14.2 Druga obeštećenja

Zajmoprimac će, na zahtev, obešteti svaku Stranu kreditnog aranžmana za sve troškove, gubitke ili obaveze koji nastaju za tu Stranu kreditnog aranžmana kao rezultat:

- (a) nastanka bilo kog Slučaja neispunjenja obaveze;

- (b) neplaćanja iznosa od strane Zajmoprimca koji duguje po Dokumentu o finansiranju na datum dospeća, uključujući bez ograničenja, bilo koje troškove, gubitke ili obaveze koji nastaju kao posledica Klauzule 25 (*Preraspodela među Stranama kreditnog aranžmana*);
- (c) finansiranja, ili sklapanja aranžmana za finansiranje, njenog učešća u Kreditu koje zahteva Zajmoprimac u Zahtevu za korišćenje sredstava ali koje nije izvršeno zbog dejstva jedne ili više odredaba ovog Ugovora (osim iz razloga neispunjenja obaveze ili nemara tog samog Zajmodavca);
- (d) nevršenja prevremene otplate Kredita (ili njegovog dela) u skladu sa obaveštenjem o prevremenoj otplati dostavljenim od strane Zajmoprimca; ili
- (e) postupanje ili oslanjanje na bilo koje obaveštenje, zahtev ili instrukciju, u svakom slučaju, koje je izdao/smatra se da je izdao Zajmoprimac i za koje ta Strana kreditnog aranžmana razumno veruje da je istinita, tačna i primereno ovlašćena;

14.3 Naknada troškova Agentu

Zajmoprimac će na zahtev nadoknaditi Agentu:

- (a) troškove, gubitke ili obaveze koji nastanu za Agentu (koji razumno postupa) kao posledica:
 - (i) istraživanja bilo kog slučaja za koji razumno veruje da predstavlja Slučaj neispunjenja obaveza;
 - (ii) postupanja ili oslanjanja na bilo koje obaveštenje, zahtev ili instrukciju za koju razumno veruje da je istinita, tačna i primereno ovlašćena; ili
 - (iii) davanja instrukcija advokatima, računovođama, poreskim savetnicima, veštacima ili drugim stručnjacima, dozvoljenim u skladu sa ovim Ugovorom, i
- (b) svaki iznos troškova, gubitka ili obaveza (uključujući, ali ne ograničavajući se na, nemar ili bilo koju drugu kategoriju odgovornosti) nastalih za Agentu (usled razloga koji nisu grubi nemar ili nepropisno postupanje Agentu) (ili u slučaju bilo kog troška, gubitka i odgovornosti u skladu sa Klauzulom 26.10 (*Prekid rada platnih sistema, itd.*), ne dovodeći u pitanje Agentov nemar, grubi nehat ili bilo koju drugu kategoriju ali ne uključujući bilo koju tužbu za prevaru Agentu) postupajući kao Agent prema Dokumentima o finansiranju.

15. UBLAŽAVANJE OD STRANE ZAJMODAVACA

15.1 Ublažavanje

- (a) Svaka Strana kreditnog aranžmana će, uz konsultacije sa Zajmoprimcem, preduzeti sve razumne korake za ublažavanje okolnosti koje nastanu ili koje bi rezultirale time da neki iznos postane plativ po ili u skladu sa, ili otkazan u skladu sa Klauzulom 7.1 (*Nezakonitost*), Klauzulom 12 (*Bruto porezi i refundacija*) ili Klauzulom 13 (*Povećani troškovi*) uključujući (bez ograničenja) prenošenje njenih prava i obaveza po Dokumentima o finansiranju na na drugu Podružnicu ili Kancelariju aranžmana.
- (b) Gore navedeni stav (a) ni na koji način ne ograničava obaveze Zajmoprimca prema Dokumentima o finansiranju.

15.2 Ograničenja odgovornosti

- (a) Zajmoprimac će odmah nadoknaditi svakoj Strani kreditnog aranžmana sve troškove i izdatke koji razumno nastanu za tu Stranu kreditnog aranžmana kao posledica koraka koje je preduzela u skladu sa Klauzulom 15.1 (*Ublažavanje*).
- (b) Strana kreditnog aranžmana nije u obavezi da preduzme bilo koje korake definisane u Klauzuli 15.1 (*Ublažavanje*) ukoliko bi, po mišljenju te Strane (delujući razumno), to bilo štetno za nju.

16. TROŠKOVI I IZDACI

16.1 Troškovi po osnovu transakcije

Zajmoprimac će odmah po zahtevu platiti svim Stranama kreditnog aranžmana iznos svih troškova i izdataka (uključujući pravne troškove koji su predmet prethodno dogovorenih limita (ako ih ima)) koji nastaju za tu Stranu kreditnog aranžmana (uključujući troškove i izdatke nastale za osiguravajuću kompaniju Sinasure za koje je ta Strana kreditnog aranžmana odgovorna) u vezi sa pregovorima, pripremom, štampanjem, izvršenjem i distribucijom:

- (a) ovog Ugovora i bilo kojih drugih dokumenata koji se pominju u ovom Ugovoru;
- (b) svih drugih Dokumentata o finansiranju potpisanih nakon datuma ovog Ugovora; i
- (c) Sinasure polise,

bez obzira na to da li je došlo do bilo kakvog povlačenja po ovom Ugovoru i bez obzira na stupanje na snagu ovog Ugovora ili Kreditnog aranžmana.

16.2 Troškovi izmena i dopuna

Ukoliko se zahteva ili traži izmena i dopuna, odricanje ili saglasnost (uključujući u skladu sa Klauzulom 32.4 (*Zamena kotirane stope*)) koji se odnose na Dokument o finansiranju ili Sinasure polisu, Zajmoprimac će u roku od pet (5) Radnih dana od zahteva, platiti svim Stranama kreditnog

aranžmana iznos svih troškova i izdataka (uključujući pravne troškove) koji za tu Stranu kreditnog aranžmana proističu (uključujući troškove i izdatke nastale za osiguravajuću kompaniju Sinasure za koje je ta Strana kreditnog aranžmana odgovorna) iz procene, pregovaranja ili postupanja u skladu sa tim zahtevom ili uslovom;

16.3 Troškovi sprovođenja

Zajmoprimac će u roku od pet (5) radnih dana od zahteva platiti svim Stranama kreditnog aranžmana iznos svih troškova i izdataka (uključujući pravne troškove) koji za tu Stranu kreditnog aranžmana proističu (uključujući troškove i izdatke nastale za osiguravajuću kompaniju Sinasure za koje je ta Strana kreditnog aranžmana odgovorna) u vezi sa registracijom, taksama, sprovođenjem ili očuvanjem bilo kojih prava po osnovu ili bilo kog spora ili sudskog postupka koji proizilazi iz ili je u vezi sa bilo kojim Dokumentom o finansiranju.

17. IZJAVE

Zajmoprimac daje izjave i garancije svakoj Strani kreditnog aranžmana na datum ovog Ugovora kao što je definisano u ovoj Klauzuli 17.

17.1 Status

- (a) Zajmoprimac je Republika Srbija koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, i koja je zaključila i ostvariće svoja prava i izvršavaće obaveze iz Dokumentata o finansiranju u ime Srbije.
- (b) Ima ovlašćenje da u svoje ime pokreće tužbe i bude tužena i raspoláže svojom imovinom kako bi izvršila svoje operacije na način kako to sada obavlja i kako će obavljati.
- (c) Nije FATCA FFI ni poreski obveznik SAD.
- (d) Naručilac projekta poseduje odgovarajuću finansijsku snagu i operativnu i upravljačku sposobnost za implementaciju Projekta.
- (e) Zajmoprimac ima dobro upravljanje javnim finansijama, finansijski i kreditni status i u stanju je da otplati glavnicu Kredita i pripadajuću kamatu.

17.2 Obavezujuće odredbe

- (a) Navedene obaveze koje preuzima Zajmoprimac u svakom Dokumentu o finansiranju podležu, u vezi sa nastankom zaduženja i preuzimanjem obaveza plaćanja Zajmoprimca po ovom ugovoru, objavljivanju Službenog glasnika Republike Srbije u kome je objavljen zakon o potvrđivanju ovog ugovora od strane Narodne Skupštine Republike Srbije i svim opštim principima zakona koji ograničavaju obaveze koje su posebno navedene u bilo kom pravnom mišljenju datom u skladu sa Klauzulom 4 (*Uslovi korišćenja*), zakonite, validne, obavezujuće i izvršne.

- (b) Ovaj Ugovor je u odgovarajućoj formi za njegovo sprovođenje u Srbiji, osim što u svrhu izvršenja bilo koje arbitražne odluke pred sudovima u Srbiji može biti potreban prevod ovog Ugovora i povezanih dokumenata na srpski jezik.

17.3 Nesukobljavanje sa drugim obavezama

Stupanje na snagu i sprovođenje od strane Zajmoprimca transakcija navedenih u Dokumentima o finansiranju nisu i neće biti u sukobu sa:

- (a) Ustavom Republike Srbije;
- (b) bilo kojim zakonom ili propisom koji se na njega primenjuje; ili
- (c) bilo kojim sporazumom ili instrumentom obavezujućim za njega ili Republiku Srbiju.

17.4 Ovlašćenja

Ima puno pravo da stupa, sprovodi i izvršava i preuzela je sve neophodne radnje za dobijanje ovlašćenja za sklapanje, sprovođenje i realizaciju Dokumenta o finansiranju u kojima je strana kao i transakcija sadržanih u tim Dokumentima o finansiranju (podložno, u vezi sa nastankom zaduženja i preuzimanjem obaveza plaćanja Zajmoprimca po ovom ugovoru, objavljivanju Službenog glasnika Republike Srbije u kome je objavljen zakon o potvrđivanju ovog ugovora od strane Narodne skupštine Republike Srbije).

17.5 Validnost i prihvatljivost dokaza

Sva Ovlašćenja potrebna ili poželjna:

- (a) kako bi mu se omogućilo da zakonito stupi, ostvaruje svoja prava i postupa u skladu sa svojim obavezama iz Dokumenta o finansiranju u kojima je strana;
- (b) za pozajmljivanje Kreditnog aranžmana i plaćanja svih iznosa u evrima od strane Zajmoprimca; i
- (c) kako bi se obezbedilo da su Dokumenta o finansiranju u kojima je strana, prihvatljivi kao dokaz u Republici Srbiji

su dobijena i realizovana pravosnažno i važeća su (osim, u vezi sa nastankom zaduženja i preuzimanjem obaveza plaćanja Zajmoprimca po ovom ugovoru, koja su predmet objavljivanja Službenog glasnika Republike Srbije u kome je objavljen zakon o potvrđivanju ovog ugovora od strane Narodne skupštine Republike Srbije).

17.6 Merodavno pravo i izvršenje

- (a) Izbor prava navedenog kao merodavno pravo za svaki Dokument o finansiranju i sve neugovorne obaveze koje iz njega proističu ili koje su sa njim povezane, biće priznate i sprovedene u Srbiji.
- (b) Zahtev Zajmoprimca za rešavanje bilo kakvih sporova u skladu sa klauzulom 37 (*Arbitraža*) je validan i obavezujući.
- (c) Svaka arbitražna odluka dobijena u vezi sa Dokumentom o finansiranju u sedištu tog arbitražnog suda, kako je navedeno u tom Dokumentu o finansiranju, biće priznata i sprovedena u Srbiji.

- (d) U skladu sa sporazumom o reciprocitetu između relevantnih jurisdikcija, svaka presuda u vezi sa Dokumentom o finansiranju u jurisdikciji navedenog merodavnog prava za taj Dokument o finansiranju biće priznata i izvršena u Srbiji.

17.7 Odbitak poreza

Prema zakonima Republike Srbije, nije potrebno vršiti bilo kakve Odbitke poreza (kao što je definisano u klauzuli 12.1 (*Definicije*)) za bilo koje plaćanje koje se vrši na osnovu Dokumenta o finansiranju, osim poreskog odbitka koji će snositi i nadoknaditi Zajmoprimac prema ovom Ugovoru.

17.8 Nema taksi za zavođenje dokumentacije ni administrativnih taksi

Nije neophodno da se Dokumenta o finansiranju podnose, evidentiraju ili zavode kod suda ili drugog organa u datoj jurisdikciji niti je potrebno plaćanje taksenih marki, taksi vezanih za registraciju ili sličnih taksi po ili u vezi sa ovim Dokumentima o finansiranju ili ili transakcijama predviđenim Dokumentima o finansiranju, osim što će se zaduživanje po ovom Ugovoru registrovati kod NBS u skladu sa zakonom Srbije, i Ministarstvo finansija će voditi evidenciju o svim obavezama preuzetim po ili u vezi sa ovim Ugovorom i izmirivanju obaveza po ili u vezi sa ovim Ugovorom i vršiti nadzor nad sprovođenjem ovog Ugovora.

17.9 Nema neispunjenja obaveza

- (a) Nijedan slučaj neispunjenja obaveze ne traje niti bi se razumno moglo očekivati da će rezultirati od bilo kog Korišćenja sredstava.
- (b) Zajmoprimac nije pod slučajem neispunjenja obaveza po bilo kom zakonu, uredbi, presudi, ovlašćenju, sporazumu ili obavezi koja se primenjuje na njega ili njegovu imovinu ili prihode, čije bi posledice mogle materijalno i negativno uticati na njegovu sposobnost da izvrši svoje obaveze prema Dokumentima o finansiranju i nije nastupio niti se nastavlja nijedan događaj koji čini ili koji bi, prolaskom vremena ili davanjem obaveštenja, ili oboje, postao slučaj neispunjenja obaveze (kako god da je opisan) ili bi mogao imati Materijalno negativan efekat.

17.10 Nema obmanjujućih informacija

Sve činjenične informacije koje je dostavio Zajmodavac su istinite i tačne u svim materijalnim aspektima na datum kada su dostavljene ili navedene (ukoliko postoji) i nisu obmanjujuće ni po kom materijalnom osnovu

17.11 Finansijska pozicija

Njegovi finansijski izveštaji koji su poslednji dostavljeni Agentu u skladu sa Klauzulom 18.1 (*Finansijski izveštaji*) daju istinit i pošten prikaz i predstavljaju konsolidovano finansijsko stanje i poslovanje Zajmoprimca tokom relevantne finansijske godine, osim u meri koja je izričito obelodanjena u takvim finansijskim izveštajima.

17.12 Rangiranje po *pari passu* principu

Obaveze plaćanja po osnovu Dokumenta o finansiranju rangiraju se minimum *pari passu* sa potraživanjima svih drugih neobezbeđenih i

nesubordiniranih poverilaca, osim onih obaveza koje su definisane kao obavezujuće odredbama zakona.

17.13 **Komercijalni ugovor**

- (a) Komercijalni ugovor predstavlja zakonitu, validnu i obavezujuću obavezu svake strane potpisnice, primenljivu protiv svake takve strane u skladu sa njegovim uslovima.
- (b) Komercijalni ugovor je u punoj pravnoj snazi i proizvodi pravne učinke.
- (c) Ni Naručilac projekta ni (prema najboljem znanju Zajmoprimca) Izvođač radova ne krše bilo koju materijalnu odredbu Komercijalnog ugovora.
- (d) Sva ovlašćenja, odobrenja i saglasnosti bilo kog vladinog ili drugog organa ili kreditora Naručioca Projekta, koji su potrebni za (i) izvršenje, isporuku ili izvođenje Komercijalnog ugovora ili njegovu valjanost i primenljivost ili (ii) implementaciju Projekta, su dobijeni ili sprovedeni i u punoj su snazi.

17.14 **Nema postupaka**

- (a) Nijedan parnični, arbitražni ili istražni postupak pred bilo kojim sudom, arbitražnim telom ili agencijom, za koji se, u slučaju negativne presude, moglo opravdano očekivati da će imati Materijalne negativne efekte nije pokrenut niti postoji pretnja od pokretanja (po najboljem saznanju i uverenju).
- (b) Nijedna odluka ili nalog suda, arbitražnog suda ili bilo kog drugog suda nijedan nalog bilo kog državnog ili drugog regulatornog tela za koji bi se razumno moglo očekivati da ima Materijalno negativan efekat (po najboljem saznanju i uverenju (nakon obavljene detaljne i pažljive analize)) nije doneta protiv Zajmoprimca niti njegove imovine.

17.15 **Materijalno negativne promene**

Nije bilo Materijalno negativnih promena.

17.16 **Budžet**

Svi iznosi plativi od strane Zajmoprimca prema Dokumentima o finansiranju su (za one koji su plativi u 2022. godini) u okviru usvojenog budžeta Republike Srbije za finansijsku 2022. godinu ili će biti (za one koji su plativi nakon 2022.) u okviru usvojenih budžeta Republike Srbije za svaku narednu finansijsku godinu dok Kreditni aranžman ne bude nepovratno i u celosti otplaćen.

17.17 Nema kršenja zakona

- (a) Ni Zajmoprimac, Naručilac projekta ni Izvođač nisu prekršili ni jedan zakon ili propis čije kršenje ima ili se razumno može očekivati da ima Materijalno negativan efekat.
- (b) Prema najboljem saznanju Zajmoprimca, stupanje na snagu i izvršenje Komercijalnog ugovora od strane Naručioca Projekta, kao i transakcije predviđene Komercijalnim ugovorom nisu i neće biti u suprotnosti sa bilo kojim zakonom ili propisima koji se primenjuju na njega.
- (c) Zajmoprimac će poštovati sve devizne kontrole i obaveštenja u skladu sa važećim propisima u Srbiji s vremena na vreme.

17.18 Usklađenost sa propisima u oblasti životne sredine

- (a) Zajmoprimac, Naručilac projekta i Izvođač radova su usklađeni sa klauzulom 19.5 (*Usklađenost sa propisima u oblasti životne sredine*) i prema svom najboljem saznanju i uverenju (nakon što je postavio upite koje Zajmoprimac uobičajeno sprovodi u tom pogledu), ne postoje nikakve okolnosti koje bi mogle sprečiti ili ometati takvu usklađenost u budućnosti.
- (b) Nisu pokrenute nikakve tužbe koje se odnose na životnu sredinu i koje, ako se utvrdi krivica Zajmoprimca, Naručioca Projekta ili Izvođača, može imati Materijalne negativne efekte niti (prema svom najboljem saznanju i uverenju (nakon što je postavio upite koje Zajmoprimac uobičajeno sprovodi u tom pogledu) im je poznato da se sprema bilo koja tužba protiv bilo koga od njih koja bi se odnosila na životnu sredinu.

17.19 Privatna i komercijalna akta; Nema imuniteta

Svako izvršenje Dokumentata o finansiranju u kome je strana i korišćenje prava i ispunjavanje obaveza po tim Dokumentima o finansiranju će predstavljati privatne i komercijalne akte, sačinjene i izvršene u privatne i komercijalne svrhe.

Zajmoprimac neće imati pravo da zahteva imunitet ili privilegije, u bilo kojoj jurisdikciji, (suverene ili druge) za sebe ili svoju imovinu od arbitraže, tužbe, izvršenja, zaplene ili bilo kog drugog pravnog procesa u skladu sa svojim obavezama po osnovu Dokumentata o finansiranju u kojima je strana, u zavisnosti od slučaja.

17.20 Ovlašćeni potpisnici

Svako lice navedeno kao ovlašćeni potpisnik Zajmoprimca u Prilogu 2 (*Preduslovi za inicijalno korišćenje*) je ovlašćeno da u njegovo ime potpisuje Zahteve za korišćenje sredstava i druga obaveštenja.

17.21 Zakon o borbi protiv korupcije i Zakon o sprečavanju pranja novca

Ni Zajmoprimac, Naručilac projekta, ili bilo koji ministar ili visoki službenik, ili, prema najboljem saznanju Zajmoprimca (nakon što je postavio upite koje

Zajmoprimac uobičajeno sprovodi u tom pogledu), nijedna podružnica, službenik (osim viših službenika), zaposleni ili bilo ko ko deluje u ime, po nalogu ili u interesu Zajmoprimca ili Naručioca Projekta nije učestvovao u bilo kojoj aktivnosti ili ponašanju koje bi kršilo bilo koji Zakon o borbi protiv korupcije ili Zakon o sprečavanju pranja novca.

17.22 Sankcije

- (a) Ni Zajmoprimac, Naručilac Projekta, ili bilo koji ministar ili visoki službenik, ili, prema najboljem saznanju Zajmoprimca (nakon što je postavio upite koje Zajmoprimac uobičajeno sprovodi u tom pogledu), nijedan službenik (osim viših službenika), zaposleni, agent, kontrolisana podružnica ili bilo ko ko deluje u ime, po nalogu ili u interesu Zajmoprimca ili Naručioca Projekta, nije Sankcionisano lice.
- (b) Ni Zajmoprimac, Naručilac Projekta, ili bilo koji ministar i visoki službenik, ili, prema najboljem saznanju Zajmoprimca (nakon što je postavio upite koje Zajmoprimac uobičajeno sprovodi u tom pogledu), nijedan službenik (osim viših službenika), zaposleni, agent, kontrolisana podružnica ili bilo ko ko deluje u ime, po nalogu ili u interesu Zajmoprimca ili Naručioca Projekta, nije primio obaveštenje o bilo kojoj radnji, tužbi, postupku ili istrazi protiv njega u vezi sa sankcijama od bilo kog organa za sankcije.
- (c) Ni Zajmoprimac, Naručilac Projekta, ili bilo koji ministar i visoki službenik, ili, prema najboljem saznanju Zajmoprimca (nakon što je postavio upite koje Zajmoprimac uobičajeno sprovodi u tom pogledu), nijedan službenik (osim viših službenika), zaposleni, agent, kontrolisana podružnica ili bilo ko ko deluje u ime, po nalogu ili u interesu Zajmoprimca ili Naručioca Projekta, nije je pojedinac ili entitet koji se nalazi, organizovan je ili ima prebivalište u zemlji pod sankcijama.

17.23 MMF

Je članica koja ispunjava sve uslove i kvalifikovana je da koristi resurse MMF-a i može povlačiti ili koristiti sredstva koja su na raspolaganju u okviru programa finansiranja MMF-a, pri čemu ti programi nisu poništeni niti suspendovani.

17.24 Usklađenost sa Sporazumima MMF-a

- (a) Zajmoprimac je usklađen sa svim svojim materijalnim obavezama prema MMF-u u skladu sa svim sporazumima sa MMF-om.
- (b) Ne dovodeći u pitanje uopštenost stava (a) gore, Zajmoprimac je usklađen sa svim ograničenjima i zahtevima koji se odnose na pozajmljivanje državnih zajmova prema svim sporazumima sa MMF-om i neće uključivati nikakva takva ograničenja ili zahtev kao rezultat njegovog pristupanja ili izvršenja njegovih obaveza prema Dokumentima o finansiranju.

17.25 Ponavljanje

Smatraće se da su tvrdnje koje se ponavljaju date od strane Zajmoprimca (pozivanjem na činjenice i okolnosti koje su tada postojale) na datum stupanja na snagu, datum svakog Zahteva za korišćenje sredstava, prvog dana svakog Kamatnog perioda i svakog datuma otplate.

18. INFORMISANJE

Informisanje u ovoj Klauzuli 18 ostaje na snazi od datuma ovog Ugovora dokle god postoji bilo koji neizmireni iznos po osnovu Dokumentata o finansiranju ili dokle god je na snazi bilo koja Obaveza.

18.1 Finansijski izveštaji

Zajmoprimac će dostaviti Agentu, čim isti postanu dostupni, a u svakom slučaju najkasnije do kraja svake finansijske godine, svoje regulative o budžetu za tu finansijsku godinu, u obliku prihvatljivom za Agenta i u dovoljnom broju primeraka za zajmodavce

18.2 Ostale finansijske informacije

Zajmoprimac će, s vremena na vreme, na zahtev Agenta, dostaviti Agentu takve druge finansijske, statističke i opšte informacije o Zajmoprimcu i njegovim agencijama koje Agent može razumno zahtevati, uključujući, bez ograničenja, projekcije stavki na koje se ukazuje u Klauzuli 18.1 (*Finansijski izveštaji*).

- (a) Zajmoprimac će dostaviti Agentu sve relevantne informacije koje je razumno zatražio u vezi sa Zajmoprimcem, Naručiocem projekta i Dokumentima o finansiranju, kao i druge informacije (finansijske ili druge) koje Agent može razumno zatražiti u vezi sa implementacijom ili administriranjem Komercijalnog ugovora, uključujući, bez ograničenja, polugodišnje izveštaje o stvarnom napretku i statusu Projekta, i redovno će dostavljati Agentu, preko Naručica projekta, na godišnjoj osnovi i u bilo koje vreme u koje Agent to zahteva, informacije o napretku u vezi sa Projektom, dinamikom izgradnje, građevinskim materijalima, poručivanjem, isporukom i montažom opreme, usaglašenosti izgradnje sa zahtevima projektne dokumentacije, ulaganjem sredstava, uplatama sredstava iz Kredita, proizvodnjom, radom i upravljanjem, proizvodnjom i prodajom, tržišnom konkurentnošću, radnim okruženjem, obavljanjem posredničkih poslova, finansijskim izveštajima, izveštajima, dokumentima i informacijama u vezi sa operacijama i upravljanjem i finansijskim koristima, nakon pokretanja i puštanja Projekta u rad, kao i u vezi sa unosom i korišćenjem sredstava iz sopstvenih izvora Zajmoprimca i Naručioca projekta i drugim izvorima sredstava i drugim relevantnim informacijama.
- (b) Na zahtev Agenta, Zajmoprimac će u roku od šest (6) meseci od završetka Projekta dostaviti Agentu zbirni izveštaj o završetku Projekta i obezbediti, u roku u kome Agent to zahteva, dokumenta i materijale za naknadnu procenu Projekta. Zajmoprimac će garantovati autentičnost, tačnost, validnost i integritet dostavljenih dokumenata i materijala.

- (c) Zajmoprimac će dodatno, blagovremeno dostaviti Agentu primerke sledećih dokumenata: (i) obaveštenje o nastavku Projekta, pre početka izgradnje Projekta; (ii) obezbediti da će EPC Izvođač blagovremeno dostaviti Agentu ispravno potpisane ugovore o nabavci opreme u vezi sa Projektom, koji će biti u formi i sadržaju zadovoljavajućem za Agentu; i (iii) ispravno potpisane građevinske podugovore u vezi sa Projektom koji će biti u formi i sadržaju zadovoljavajućem za Agentu.

18.3 Informacije: razno

Zajmoprimac će (i obezbediće da Naručilac projekta) dostaviti Agentu (u dovoljnom broju primeraka za sve Zajmodavce, ako Agent to zahteva):

- (a) takve informacije u vezi sa Komercijalnim ugovorom ili Projektom koje Agent, bilo koji Zajmodavac ili osiguravajuća kompanija Sinosure mogu s vremena na vreme razumno zatražiti;
- (b) sve dokumente koje Zajmoprimac šalje svojim poveriocima (ili bilo kojoj klasi poverilaca) ili svojim poveriocima generalno u isto vreme kada su poslani;
- (c) odmah nakon što postane upoznat o njima, detalje svih sporova, arbitraža ili administrativnih postupaka koji su u toku, koji su najavljeni ili su nerešeni protiv Zajmoprimca i koji bi, u slučaju negativne presude, mogli imati Materijalno negativne efekte;
- (d) odmah nakon što postane upoznat o njima, detalje o bilo kojoj presudi ili nalogu suda, arbitražnog suda ili drugog suda ili bilo kojoj naredbi ili sankcijama bilo kog vladinog ili drugog regulatornog tela koja je doneta protiv Zajmoprimca ili njegove imovine, i za koje postoji razumna verovatnoća da će imati Materijalno negativne efekte;
- (e) svaku izmenu i dopunu ili odricanje od ili u vezi sa Komercijalnim ugovorom, odmah nakon izvršenja takve izmene i dopune ili odricanja;
- (f) obaveštenje o svakoj promeni Ovlašćenih potpisnika, praćeno deponovanim potpisima, u formi potvrde koju potpisuje ministar finansija Republike Srbije i kojom se potvrđuje identitet novih Ovlašćenih potpisnika;
- (g) odmah nakon što postane upoznat o njima, detalje postupka podignutim protiv Zajmoprimca u vezi sa događajem koji se odnosi na sankcije, pranjem novca i/ili podmićivanjem i korupcijom;
- (h) odmah nakon što postane upoznat o njima, nametanje bilo kog zakona, uredbe ili propisa koji materijalno utiču na Zajmoprimca ili Komercijalni ugovor;
- (i) odmah nakon što postane upoznat o njima, pojavu bilo koje situacije ili događaja koji mogu sprečiti ili ometati Zajmoprimca u izvršavanju

njegovih obaveza prema Dokumentima o finansiranju ili izvršenje od strane Naručioca projekta prema Komercijalnom ugovoru;

- (j) odmah nakon što postane upoznat o njima, o svim Materijalno negativnim događajima u vezi sa Projektom;
- (k) odmah nakon što postane upoznat o njima, detalje o bilo kojem slučaju sankcija protiv Zajmoprimca od strane MMF-a ili bilo koje druge multilateralne razvojne agencije; i
- (l) takve dodatne informacije u vezi sa finansijskim stanjem Zajmoprimca ili finansijskim stanjem, poslovanjem ili radom Projekta, koje je Agent razumno tražio, pod uslovom da takve informacije nisu na drugi način dostavljene Agentu u skladu sa Dokumentima o finansiranju.

18.4 Obaveštenje o neispunjenju obaveza

- (a) Zajmoprimac će obavestiti Agentu o svakom neispunjenju obaveza (i o koracima, ukoliko ih ima, koji se preduzimaju za otklanjanje istog) odmah po saznanju o njegovom pojavljivanju.
- (b) Odmah nakon zahteva Agentu, Zajmoprimac će Agentu dostaviti potvrdu potpisanu od strane Ovlašćenog potpisnika Zajmoprimca kojom se potvrđuje da se neispunjenje obaveza ne nastavlja (ili ukoliko se neispunjenje obaveza nastavlja, navešće slučaj neispunjenja obaveza i korake, ukoliko ih ima, koji se preduzimaju za otklanjanje istog).

18.5 Provere "Upoznaj svog Klijenta"

- (a) Ako:
 - (i) uvođenje novog zakona ili propisa, ili neka promena u postojećem zakonu ili propisu (ili tumačenju, primeni ili sprovođenju tog zakona ili propisa) do kojeg dođe nakon datuma ovog Ugovora;
 - (ii) promena statusa Zajmoprimca nakon datuma ovog Ugovora; ili
 - (iii) predloženo ustupanje ili prenos koje vrši neki Zajmodavac u pogledu bilo kojih svojih prava i obveza prema ovom Ugovoru strani koja pre takvog ustupanja ili prenosa nije Zajmodavac,

obavezuje Agentu ili bilo kog Zajmodavca (ili, u slučaju iz gore navedenog stava (iii), bilo kog potencijalnog novog Zajmodavca) na postupanje u skladu sa postupkom "upoznaj svog Klijenta" ili sličnim identifikacionim postupkom u okolnostima u kojima mu potrebne informacije već nisu dostupne, Zajmoprimac će odmah po zahtevu Agentu ili bilo kog Zajmodavca dostaviti ili osigurati dostavljanje one dokumentacije i drugih dokaza koje Agent može opravdano zahtevati (za sebe ili za bilo kog Zajmodavca) ili bilo koji Zajmodavac može opravdano zahtevati (za sebe ili, u slučaju opisanom u gore

navedenom stavu (iii), u ime potencijalnog novog Zajmodavca) kako bi Agent, taj postojeći Zajmodavac ili u slučaju opisanom u stavu (iii) gore, novi potencijalni Zajmodavac, postupili u skladu sa svim proverama "upoznaj svog Klijenta" ili sličnim proverama prema svim važećim zakonima ili propisima u skladu sa transakcijama koje su predviđene u Dokumentima o finansiranju.

- (b) Svaki Zajmodavac će odmah po prijemu zahteva Agentu dostaviti ili osigurati dostavljanje one dokumentacije i drugih dokaza koje Agent može opravdano zatražiti (za sebe) kako bi Agent sproveo i na zadovoljavajući način postupio u skladu sa svim proverama "upoznaj svog Klijenta" ili sličnim proverama prema svim važećim zakonima ili propisima koje proizlaze iz transakcija koje su predviđene Dokumentima o finansiranju i Sinosure polisom.

19. OPŠTE OBAVEZE

Obaveze iz ove Klauzule 19 ostaju na snazi od datuma ovog Ugovora dokle god postoji bilo koji neizmireni iznos po osnovu Dokumentata o finansiranju ili dokle god je na snazi bilo koja Obaveza.

19.1 Ovlašćenja

Zajmoprimac će odmah:

- (a) održavati, ispoštovati i učiniti sve što je potrebno za održavanje u potpunosti na snazi i važeće; i
- (b) dostaviti Agentu overene primerke,

svih ovlašćenja potrebnih prema bilo kom zakonu ili propisu Republike Srbije kako bi mu bilo omogućeno da izvršava svoje obaveze po osnovu Dokumentata o finansiranju ili kako bi se obezbedila legalnost, validnost, primenljivost i prihvatljivost Dokumentata o finansiranju kao dokaza u Srbiji.

19.2 Usklađenost sa zakonima

- (a) Zajmoprimac će postupati po svim aspektima u skladu sa svim zakonima, propisima i sporazumima kojima podleže, ukoliko bi nepostupanje materijalno umanjilo Zajmoprimčevu sposobnost da izvršava svoje obaveze po osnovu Dokumentata o finansiranju.
- (b) Zajmoprimac će obezbediti da se Projekat sprovodi i da se njime upravlja u skladu sa:
 - (i) svim važećim zakonima Republike Srbije, u svim materijalnim aspektima; i
 - (ii) svim potrebnim Ovlašćenjima za potrebe takvog Projekta.

19.3 Registracija

Zajmoprimac će registrovati ovaj Ugovor kod NBS u skladu sa zakonima Republike Srbije i obezbediće da Ministarstvo finansija vodi evidenciju o svim obavezama preuzetim po ili u vezi sa ovim Ugovorom i izmirenju obaveza po

ili u vezi sa ovim Ugovorom, kao i da vrši nadzor nad sprovođenjem ovog Ugovora.

19.4 **Korišćenje sredstava Kreditnog aranžmana**

Zajmoprimac će obezbediti da se svi iznosi isplaćeni po ovom Ugovoru koriste u svrhe navedene u Klauzuli 3.1 (*Svrha*).

19.5 **Usklađenost sa propisima u oblasti životne sredine**

- (a) Zajmoprimac će (i obezbediće da će i Naručilac projekta):
 - (i) poštovati sve Zakone o životnoj sredini;
 - (ii) pribaviti, održavati i obezbeđivati usklađenost sa svim Ekološkim dozvolama koje su potrebne ili poželjne u vezi sa njegovim poslovanjem; i
 - (iii) implementirati procedure za praćenje usklađenosti i sprečavanje odgovornosti prema bilo kom Zakonu o životnoj sredini.
- (b) Zajmoprimac će (i obezbediće da će i Naručilac projekta) obavestiti Agenta u pisanoj formi odmah nakon što sazna za:
 - (i) bilo koju tužbu u vezi sa pitanjima životne sredine protiv Zajmoprimca ili bilo koga od njih koja je pokrenuta, traje ili se sprema; ili
 - (ii) činjenice ili okolnosti za koje se može ili bi se razumno moglo očekivati da će dovesti do pokretanja ili pripreme bilo kakve tužbe u vezi sa pitanjima životne sredine protiv njega (ili bilo koga od njih).

19.6 **Negativna zaloga**

Zajmoprimac će obezbediti da niti on niti bilo koja od njegovih agencija neće uspostaviti niti dozvoliti uspostavljanje bilo kog Obezbeđenja nad celokupnom ili bilo kojim delom njegove sadašnje i buduće imovine, sredstava ili prihoda, u svakom slučaju, koji su povezani sa Projektom (uključujući dobra, materijal i opremu isporučenu po Komercijalnom ugovoru i drugu imovinu koja čini deo Projekta), radi obezbeđivanja Spoljne finansijske zaduženosti Republike Srbije, bez prethodne pismene saglasnosti Agenta (koji postupa po uputstvu Većinskih zajmodavaca).

19.7 **Otuđenje**

Zajmoprimac neće prodati, preneti ili otuđiti celokupnu ili bilo koji deo svog poslovanja ili imovine, u svakom slučaju, koja je povezana sa Projektom (uključujući dobra, materijal i opremu isporučenu prema Komercijalnom ugovoru i drugu imovinu koja čini deo Projekta), bilo jednom transakcijom ili u više transakcija.

19.8 Rangiranje po *rari passu* principu

Zajmoprimac će obezbediti da u bilo koje vreme, sva potraživanja Strana kreditnog aranžmana za iznose plative po osnovu Dokumentata o finansiranju jesu i biće njegove neopozive, direktne, opšte i безусловne obaveze i da se rangiraju minimum pari passu u pogledu svih njegovih ostalih sadašnjih ili budućih neobezbeđenih i nesubordiniranih eksternih zaduženja (kako stvarnih tako i potencijalnih).

19.9 Krediti i Garancije

Zajmoprimac neće odobriti nikakav zajam ili avans ili garanciju ili na bilo koji drugi način biti ili postati direktno ili indirektno ili potencijalno odgovoran za bilo koje dugovanje ili druge obaveze prema bilo kom drugom licu, osim ako takvo davanje nije u suprotnosti sa zakonom Srbije.

19.10 Zaduživanje ili povećavanje kredita

Zajmoprimac se neće zaduživati ili povećavati kredit, osim od Strana kreditnog aranžmana u skladu sa Dokumentima o finansiranju ili preuzimati bilo koje drugo zaduženje ili dozvoliti postojanje bilo kog računa ili finansijskog aranžmana kod bilo koje druge banke ili finansijske institucije čije bi zaduženje imalo materijalno negativne efekte na izmirenje obaveza Zajmoprimca po ovom osnovu.

19.11 Nezavisne obaveze

Zajmoprimac ovim izjavljuje, garantuje i obavezuje se da su njegove obaveze i dugovanja prema Dokumentima o finansiranju nezavisne i odvojene od onih navedenih u ugovorima sa drugim poveriocima, i Zajmoprimac neće tražiti od Strana kreditnog aranžmana bilo kakvu vrstu uporedivih uslova i odredbi koje su navedene ili mogu biti navedene u ugovorima sa drugim poveriocima.

19.12 Sinosure polisa

- (a) Zajmoprimac neće preduzeti bilo kakvu radnju ili propustiti da preduzme radnju koja bi:
 - (i) bila u suprotnosti sa bilo kojim zahtevom osiguravajuće kompanije Sinosure u okviru ili u vezi sa Sinosure polisom ili na drugi način dozvoliti ograničenje, opoziv, poništenje ili ukidanje Sinosure polise; ili
 - (ii) dovela do izuzimanja ili odbrane za plaćanje primenljivo na osigurani gubitak prema Sinosure polisi.
- (b) Zajmoprimac je saglasan da, u slučaju da Agent obavesti Zajmoprimca da je podneo ili namerava da podnese zahtev za plaćanje u skladu sa Sinosure polisom, Zajmoprimac će:
 - (i) pomoći Stranama kreditnog aranžmana u podnošenju bilo kog zahteva za kompenzaciju, obeštećenje ili nadoknadu (uključujući, ali ne ograničavajući se na pružanje dokaza, dokumentacije, informacija, sertifikata i drugih oblika dokaza koje zahteva bilo koja Strana kreditnog aranžmana);

- (ii) se pridržavati bilo koje instrukcije koju razumno zahteva bilo koja Strana kreditnog aranžmana i/ili osiguravajuća kompanija Sinasure u vezi sa verifikacijom bilo kog potraživanja, podobnosti ili iznosa od strane bilo koje takve osobe (uključujući, ali ne ograničavajući se na pružanje dokaza, dokumentacije, informacija, sertifikata i drugih oblika dokaza koje zahteva bilo koja bilo koja Strana kreditnog aranžmana i/ili osiguravajuća kompanija Sinasure); i
 - (iii) bez odlaganja obaviti sve radnje ili izvršiti sve dokumente koje Strana finansijskog aranžmana može zahtevati radi prenošenja prava i interesa te Strane kreditnog aranžmana po bilo kom Dokumentu o finansiranju na osiguravajuću kompaniju Sinasure.
- (c) Zajmoprimac je saglasan i potvrđuje da Sinasure polisa ni na koji način neće uticati na njegove obaveze prema Dokumentima o finansiranju. U slučaju bilo kakvih isplata prema bilo kojoj Strani kreditnog aranžmana u skladu sa Sinasure polisom, osiguravajuća kompanija Sinasure će, pored svih drugih prava koje ima po Sinasure polisi ili na neki drugi način, imati puno pravo regresa u odnosu na Zajmoprimca u vezi sa svim takvim iznosima. Na pravo na regres osiguravajuće kompanije Sinasure ni na koji način neće uticati bilo koji spor, potraživanje ili protivužba između Zajmoprimca i Strana kreditnog aranžmana ili između strana u Komercijalnom ugovoru.
- (d) Zajmoprimac će uredno plaćati Sinasure premiju u skladu sa Sinasure polisom i na zahtev obezbediti Agentu dokaz o uplati takve Sinasure premije.

19.13 Komercijalni ugovor

Zajmoprimac:

- (a) će obavestiti Agenta kada sazna za bilo koji spor, kršenje ili nastanak događaja više sile po Komercijalnom ugovoru, ili ako ima razumne osnove da veruje da će biti bilo kakvog kršenja ugovornih obaveza od strane Naručioca projekta ili Izvođača po Komercijalnom ugovoru;
- (b) će osigurati da ni on ni Naručilac projekta neće (bez prethodne pismene saglasnosti Agenta) pristati na bilo kakve izmene i dopune, varijacije ili odricanja od bilo kojeg materijalnog uslova (uključujući, ali ne ograničavajući se na uslove u vezi sa Avansnim plaćanjem) Komercijalnog ugovora ili raskinuti, poništiti, odustati ili odbaciti Komercijalni ugovor;
- (c) će obezbediti da se Naručilac projekta u svakom trenutku pridržava svojih obaveza prema Komercijalnom ugovoru; i
- (d) će obezbediti da Izvođač registruje Komercijalni ugovor u skladu sa zakonima Republike Srbije i plati poreskim organima, o sopstvenom trošku, sve poreze, naknade i takse, kako zahtevaju zakoni Republike Srbije.

19.14 Primena FATCA

Zajmoprimac će osigurati da neće postati FATCA FFI ili poreski obveznik SAD-a.

19.15 Budžet

Zajmoprimac će obezbediti da svi plativi iznosi u okviru Kreditnog aranžmana, tokom svake kalendarske godine budu uključeni u svaki godišnji državni budžet Republike Srbije za odgovarajuću kalendarsku godinu u skladu sa važećim zakonima i propisima i dostaviće Agentu zadovoljavajuće dokaze u pogledu uključivanja relevantnih iznosa u relevantni budžet.

19.16 Zakon o borbi protiv korupcije i Zakon o sprečavanju pranja novca

- (a) Zajmoprimac neće, i osiguraće da ni Naručilac projekta neće, direktno ili indirektno koristiti sredstva Kreditnog aranžmana u bilo koju drugu svrhu čime bi prekršio bilo koji Zakon o borbi protiv korupcije ili Zakon o sprečavanju pranja novca.
- (b) Zajmoprimac je obavezan da:
 - (i) sprovodi svoje aktivnosti u skladu sa važećim Zakonima o borbi protiv korupcije i Zakonima o sprečavanju pranja novca; i
 - (ii) održava politike i procedure koncipirane tako da promovišu i postignu usklađenost sa važećim Zakonima o borbi protiv korupcije i Zakonima o sprečavanju pranja novca.
- (c) Zajmoprimac neće finansirati bilo kakvu otplatu bilo kog Kreditnog aranžmana sredstvima dobijenim od transakcije zabranjene Zakonima o borbi protiv korupcije ili Zakonima o sprečavanju pranja novca, ili na bilo koji način koji bi prouzrokovao da Strana prekrši bilo koji Zakon o borbi protiv korupcije ili Zakon o sprečavanju pranja novca.

19.17 Projektne obaveze

- (a) Zajmoprimac će osigurati da se sa njegove strane i strane Naručioca projekta neće preduzeti, niti će se dozvoliti preduzimanje bilo koje radnje koja će sprečiti ili ometati implementaciju ili sprovođenje projekta ili izvršenje obaveza Zajmoprimca ili Naručioca projekta po osnovu Dokumentata o finansiranju i Komercijalnog ugovora.
- (b) Zajmoprimac će, i osiguraće da će i Naručilac projekta, dozvoliti Zajmodavcima i/ili računovođama ili drugim profesionalnim savetnicima i ugovaračima Zajmodavaca da u razumno vreme i uz razumno obaveštenje Zajmoprimcu, pristupe knjigama Zajmoprimca i Naručioca Projekta i evidenciji o dokumentima o finansiranju u vezi sa Projektom.
- (c) Zajmoprimac će, i osiguraće da i Naručilac projekta dostavi ili obezbedi da se Agentu (koji deluje u ime Zajmodavaca) odmah po njihovoj pripremi dostave svi planovi, specifikacije, izveštaji, ugovorna

dokumentacija i planovi izgradnje i nabavke za Projekat, i sve njihove materijalne modifikacije ili dopune, onoliko detaljno kako će Agent (koji deluje u ime Zajmodavaca) razumno zatražiti.

- (d) Zajmoprimac će, (i osiguraće da i Naručilac projekta to učini):
- (i) održavati evidenciju i procedure adekvatne za evidentiranje i praćenje napretka Projekta (uključujući troškove i koristi koji iz njega proističu), za identifikaciju dobara i usluga finansiranih iz sredstava Kredita i za obelodanjivanje njihovog korišćenja u okviru Projekta;
 - (ii) omogućiti predstavnicima Zajmodavca da posete sve objekte i gradilišta uključene u Projekat i da pregledaju dobra koja se finansiraju iz sredstava Kredita i sva postrojenja, instalacije, lokacije, radove, objekte, imovinu, opremu, evidenciju i dokumentaciju relevantnu za izvršavanje obaveza Zajmoprimca i Naručioca Projekta po osnovu Dokumentata o finansiranju i Komercijalnog ugovora; i
 - (iii) dostavljati Agentu (koji deluje u ime Zajmodavca) u redovnim intervalima sve informacije koje će Agent (koji deluje u ime Zajmodavaca) razumno zatražiti u vezi sa Projektom, njegovim troškovima i, gde je prikladno, koristima koje koji proizilaze iz toga, trošenje sredstava Kredita i robi i uslugama finansiranim iz tih sredstava.
- (e) Zajmoprimac će u svakom trenutku koristiti i održavati, ili omogućiti da budu korišćeni i održavani, svi objekti relevantni za Projekat, i odmah po potrebi izvršiti ili omogućiti izvršenje svih neophodnih popravki i uklanjanje istih
- (f) Zajmoprimac će obezbediti da Naručilac projekta sklopi sve ugovore i uradi sve što je neophodno za revnosnu izgradnju Projekta u skladu sa Komercijalnim ugovorom i svim drugim dokumentima u vezi sa Projektom.

19.18 Sankcije

- (a) Zajmoprimac neće, i osiguraće da i Naručilac projekta neće, direktno ili indirektno, koristiti sredstva Kreditnog aranžmana iz ovog Ugovora, niti pozajmljivati, davati ili na drugi način staviti na raspolaganje takva sredstva bilo kom administrativnom organu, ogranku ili telu, zajedničkom poduhvatu, partneru ili drugom fizičkom ili pravnom licu:
- (i) da finansira ili omogući bilo koje aktivnosti ili poslovanje sa bilo kojom Sankcionisanom osobom:
 - (A) koja je predmet ili meta bilo kakvih sankcija ili trgovinskih embarga koje sprovodi nadležni organ za sankcije, ili

- (B) koja je u vlasništvu pedeset (50%) ili više procenata ili je na drugi način kontrolisana, ili deluje u ime jednog ili više Sankcionisanih lica, ili
 - (C) koja se nalazi, organizuje ili boravi u zemlji ili na teritoriji koja je, ili čija je vlada, predmet ili meta Sankcija (uključujući, ali ne ograničavajući se na Kubu, Iran, Severnu Koreju, Sudan, region Krima u Ukrajini i Siriju) (od kojih je svaka, "**Zemlja pod sankcijama**"),
- (ii) da finansira ili omogući bilo koje aktivnosti ili poslovanje u bilo kojoj Zemlji pod sankcijama, ili
 - (iii) na bilo koji drugi način koji će dovesti do kršenja sankcija od strane bilo kog Sankcionisanog lica (uključujući bilo koje Sankcionisano lice koje učestvuje u transakciji, bilo kao jamac, savetnik, investitor, zajmodavac, dobavljač hedžinga, agent aranžmana ili agent obezbeđenja ili na drugi način).
- (b) Zajmoprimac je uspostavio i održava politike i procedure osmišljene da spreče kršenje sankcija.

19.19 Porezi

Zajmoprimac će poštovati sve poreske obaveze (uključujući, ali ne ograničavajući se na obaveze plaćanja PDV-a) primenjive prema zakonima Republike Srbije u vezi sa Dokumentima o finansiranju.

19.20 Pravovremeno plaćanje

Zajmoprimac će blagovremeno plaćati sve iznose dospele na plaćanje i na drugi način ispunjavati svoje obaveze prema Dokumentima o finansiranju.

19.21 Dodatna dokumentacija

Zajmoprimac će izvršiti takve dokumente u korist Strana kreditnog aranžmana i učiniti sva neophodna uveravanja, radnje i stvari koje Agent može razumno zahtevati kako bi obezbedio sve obaveze i dugovanja koje su ovim ugovorom utvrđene da će biti plaćene ili obezbeđene, a takođe će dati sva obaveštenja, i uputstva koja Agent može razumno zahtevati.

20. SLUČAJ NEISPUNJENJA OBAVEZA

Svaki od događaja ili okolnosti koji su navedeni u ovoj Klauzuli 20 predstavlja Slučaj neispunjenja obaveza (osim Klauzule 20.16 (*Ubrzanje*)).

20.1 Neplaćanje

Zajmoprimac ne izvršava plaćanje iznosa na datum dospeća koji je plativ u skladu sa Dokumentom o finansiranju ili Investitor ne izvršava plaćanje iznosa na datum dospeća koji je plativ u skladu sa Komercijalnim ugovorom u mestu i u valuti u kojoj je izražen da treba da bude plativ.

20.2 Druge obaveze

- (a) Zajmoprimac ne postupa u skladu sa odredbama Dokumenta o finansiranju (osim onih iz Klauzule 20.1 (*Neplaćanje*))
- (b) Ni jedno Neispunjenje obaveza navedeno u stavu (a) neće se desiti ako je propust u ispunjenju rešiv i to u roku od deset (15) dana pre nego što je Zajmoprimac postao svestan nepostupanja i Agent obavestio Zajmoprimca o Neispunjenju obaveza, u zavisnosti šta nastupi ranije.

20.3 Netačne izjave

Ako bilo koja izjava ili tvrdnja data ili za koju se smatra da je data od strane Zajmoprimca u Dokumentu o finansiranju ili drugom dokumentu koji dostavi Zajmoprimac ili u njegovo ime po osnovu ili u vezi sa bilo kojim Dokumentom o transakciji jeste ili se dokaže da je bila netačna ili obmanjujuća po bilo kom materijalnom aspektu kada je data ili se smatra da je data.

20.4 Poreska oslobođenja

Bilo koje poresko oslobođenje odobreno na dan potpisivanja ovog Ugovora ili nakon izvršenja istog od strane nadležnih organa u Srbiji u vezi sa Projektom je postalo ništavno ili nevažeće ili ga relevantni organi nisu primenili.

20.5 Zajednička odgovornost kod Neispunjenja obaveza

- (a) Svaka Eksterna finansijska zaduženost Zajmoprimca koja nije plaćena kada je dospela niti za vreme primenjivog grejs perioda.
- (b) Bilo koje zaduženje Zajmoprimca koje je proglašeno dospelim i plativim pre određenog datuma dospelosti kao rezultat neispunjenja obaveza (kako god da je opisano).
- (c) Bilo koja obaveza po osnovu zaduženosti Zajmoprimca je otkazana ili suspendovana od strane poverioca Zajmoprimca kao rezultat neispunjenja obaveza (kako god da je opisano).
- (d) Svaki poverilac Zajmoprimca ima pravo da proglasi zaduženje dospelim i plativim pre navedenog dospeća kao posledicu neispunjavanja obaveza (kako god da je opisano).

20.6 Postupak kreditora

Svaka eksproprijacija, obustava, sekvestracija, zaplena ili izvršenje (ili sličan postupak u bilo kojoj jurisdikciji) koja utiče na imovinu ili imovine Zajmoprimca i koja nije oslobođena u roku od trideset (30) dana.

20.7 Nepostupanje u skladu sa sudskom presudom ili arbitražnom odlukom

Zajmoprimac ne postupa u skladu sa ili ne plati u traženom roku bilo koji iznos dospeo po bilo kojoj pravosnažnoj presudi ili bilo kom konačnom nalogu koji je doneo ili dao sud ili arbitražni sud ili drugo arbitražno telo.

20.8 **Nazakonitost i ništavnost**

- (a) Ako jeste ili postane nezakonito da Zajmoprimac izvršava svoje obaveze po osnovu Dokumenta o finansiranju.
- (b) Ako bilo koja obaveza ili obaveze Zajmoprimca po osnovu Dokumenta o finansiranju nisu ili prestaju da budu zakonite, validne, obavezujuće ili izvršne i prestanak pojedinačno ili kumulativno materijalno i negativno utiče na interese Zajmodavaca prema Dokumentima o finansiranju.
- (c) Ako bilo koji Dokument o finansiranju prestane da ima punu snagu i dejstvo ili strana u njemu (osim Strane kreditnog aranžmana) nastoji da dokaže da je takav Dokument o finansiranju ništavan.

20.9 **Opoziv**

Zajmoprimac opoziva Dokument o finansiranju ili pokazuje nameru da opozovu Dokument o finansiranju.

20.10 **Parnice**

Bilo koja parnica, arbitraža, administrativna, vladina, regulatorna ili druga istraga, postupci ili sporovi su započeti, ili je bilo koja presuda ili nalog suda, arbitražnog tela ili agencije donesena protiv Zajmoprimca ili Naručioca projekta ili njegove odgovarajuće imovine, koja ima ili postoji razumna verovatnoća da će imati Materijalne negativne efekte.

20.11 **Konvertibilnost/prenosivost**

Svaki zakon o deviznom poslovanju koji se menja, donosi ili usvaja u Republici Srbiji u vezi sa:

- (a) sposobnošću Zajmoprimca i/ili Naručioca projekta da zameni ili konvertuje domaću valutu u stranu valutu;
- (b) prenosom stranih valuta od strane ili u ime Zajmoprimca ili Naručioca projekta Stranama kreditnog aranžmana u cilju ispunjenja obaveza Zajmoprimca i/ili Naručioca projekta prema Dokumentu o finansiranju (ili bilo kojom presudom u vezi sa tim); ili
- (c) sposobnošću Zajmoprimca i/ili Naručioca projekta da plaća u evrima u inostranstvu bez obaveznih rezervisanja ili devizne kontrole.

20.12 **Materijalne negativne promene**

Bilo koja okolnost do koje dođe a koja po mišljenju Većinskih zajmodavaca daje razuman osnov za verovanje da je došlo do Materijalno negativne promene.

20.13 **Moratorijum**

- (a) Moratorijum se proglašava u odnosu na bilo koju zaduženost Zajmoprimca.

- (b) Zajmoprimac nije u mogućnosti ili priznaje nemogućnost da plati bilo koje zaduženje u trenutku dospeća ili predlaže ili ulazi u bilo kakav sporazum ili drugi aranžman u korist svojih poverilaca u vezi sa svojom zaduženošću uopšte ili bilo kojom klasom takvih poverilaca.
- (c) Bilo koji postupak se pokreće u odnosu na Zajmoprimca prema bilo kom zakonu, uredbi ili postupku koji se odnosi na rekonstrukciju ili usklađivanje njegovog duga.
- (d) U vezi sa Zajmoprimcem, u bilo kojoj zemlji ili teritoriji pod jurisdikcijom čijih sudova se nalazi, nastanak događaja za koji se, po razumnom mišljenju Većinskih zajmodavaca, ispostavi da u toj zemlji ili teritoriji odgovara, ili ima efekat ekvivalentan ili sličan bilo kom od onih navedenih u stavu (a).
- (e) Zajmoprimac osporava valjanost bilo kog Dokumenta o finansiranju, ili Zajmoprimac poriče opštu odgovornost prema Dokumentima o finansiranju (bilo opštom obustavom plaćanja ili moratorijumom na plaćanje dugova uopšte ili na drugi način).

20.14 Dozvole i ovlašćenja

Svaka dozvola, saglasnost, odobrenje ili ovlašćenje, ili bilo koje unosenje dokumentacije ili registracija kod bilo kojeg državnog organa ili agencije neophodna u sedištu Zajmoprimca za valjanost ili primenjivost Dokumenta o finansiranju ili izvršenje ili izvršavanje obaveza od strane Zajmoprimca prema Dokumentima o finansiranju, zavisno od slučaja, ili bilo koji sporazum ili instrument koji se zahteva u skladu sa ovim Ugovorom ili za prihvatljivost kao dokaza ovog Ugovora je opozvan, ili nije izdat ili blagovremeno obnovljen, ili prestaje da ima snagu i dejstvo.

20.15 Sinosure polisa

Nastanak bilo kog slučaja koji bi mogao da dovede do otkazivanja, povlačenja ili ukidanja Sinosure polise ili na drugi način oslobađanja, smanjenja ili materijalne promene Sinosure obaveza prema Sinosure polisi, ili ima Materijalno negativan efekat na prava Strana kreditnog aranžmana prema Sinosure polisi.

20.16 Ubrzavanje

U bilo kom trenutku nakon nastanka Slučaja neispunjenja obaveze koji traje Agent može, i ukoliko mu tako nalože Većinski zajmodavci, će dostavljanjem obaveštenja Zajmoprimcu:

- (a) otkazati Ukupna angažovana sredstva nakon čega će ista biti odmah otkazana;
- (b) proglasiti da će celokupni ili deo Kredita, zajedno sa obračunatom kamatom, i svim drugim iznosima obračunatim ili neizmirenim po osnovu Dokumenta o finansiranju biti bez odlaganja dospeli i plativi, nakon čega će isti odmah dospeti na plaćanje; i/ili

- (c) proglasiti da će celokupni ili deo Kredita biti plativ na zahtev, nakon čega će isti dospeti odmah za plaćanje na zahtev Agentu, po instrukcijama Većinskih zajmodavaca

21. PROMENA ZAJMODAVCA

21.1 Ustupanje i prenosi od strane zajmodavaca

U skladu sa ovim Klauzulom 21, Zajmodavac ("Postojeći zajmodavac") može

- (a) u bilo kom trenutku da:
 - (i) ustupi bilo koje od svojih prava; ili
 - (ii) da prenese novacijom bilo koje od svojih prava i obaveza,

u skladu sa Dokumentima o finansiranju, osiguravajućoj kompaniji Sinasure, banci ili finansijskoj instituciji koja prima depozite, trastu, osiguravaču ili reosiguravaču, pemzijskom fondu, zajmodavcu za SPV ili bilo kojem drugom licu, u svakom slučaju, uz prethodnu pismenu saglasnost osiguravajuće kompanije Sinasure i prethodno obaveštenje Zajmoprimca; i

- (b) ako se slučaj neispunjenja obaveza nastavlja, da:
 - (i) ustupi bilo koje od svojih prava; ili
 - (ii) prenese novacijom bilo koje od svojih prava i obaveza,

u skladu sa Dokumentima o finansiranju, osiguravajućoj kompaniji Sinasure (ili prema uputstvima Sinasure) ili, uz prethodnu pismenu saglasnost Sinasure i prethodno obaveštenje Zajmoprimca, bilo kojoj drugoj banci ili finansijskoj instituciji ili trastu, fondu ili drugom licu koje je redovno angažovano ili osnovano za svrhu davanja, kupovine ili ulaganja u kredite, hartije od vrednosti ili drugu finansijsku imovinu.

Za potrebe ovog Ugovora, "**Novi zajmodavac**" označava bilo kog primaoca ili preuzimaoca kako je navedeno u stavovima (a) i (b) iznad.

21.2 Uslovi ustupanja ili prenosa

(a) Ustupanje će biti važeće samo kada:

- (i) Agent primi (bilo u Ugovoru o ustupanju ili na drugi način) pisanu potvrdu od Novog zajmodavca (u formi i sadržaju koji su zadovoljavajući za Agentu) da će Novi Zajmodavac preuzeti iste obaveze prema drugim stranama kreditnog aranžmana koje bi imao da je Prvobitni zajmodavac; i
- (ii) Agent izvrši sve neophodne provere tipa „upoznaj svog klijenta” ili druge slične provere prema svim važećim zakonima i propisima u vezi sa takvim dodeljivanjem Novom zajmodavcu, o čijem završetku će Agent odmah obavestiti Postojećeg zajmodavca i Novog zajmodavca.

(b) Prenos će biti efikasan samo ako je ispoštovana procedura navedena u stavu 21.5 (*Procedura za prenos*).

(c) Svaki Novi zajmodavac, potpisivanjem relevantnog sertifikata o prenosu ili ugovora o prenosu, potvrđuje, radi izbegavanja sumnje, da Agent ima

ovlašćenje da u njegovo ime izvrši bilo koju izmenu ili odricanje koje je odobreno od strane ili na ime zahteva Postojećeg zajmodavca ili Novog zajmodavaca u skladu sa ovim Ugovorom na ili pre datuma kada prenos ili ustupanje stupa na snagu u skladu sa ovim Ugovorom i da je vezan tom odlukom u istoj meri u kojoj bi postojeći zajmodavac bio da je ostao zajmodavac.

21.3 **Naknada za ustupanje ili prenos**

Novi zajmodavac će, na dan kada ustupanje ili prenos (osim ustupanja ili prenosa pre prvog korišćenja) stupa na snagu, platiti Agentu (za sopstveni račun) naknadu od 5.000,00 EUR.

21.4 **Ograničenje odgovornosti postojećih zajmodavaca**

(a) Osim ako se izričito ne dogovori suprotno, Postojeći zajmodavac ne tvrdi, ne daje garancije i ne preuzima nikakvu odgovornost prema Novom zajmodavcu za:

(i) zakonitost, validnost, efektivnost, adekvatnost ili izvršnost Dokumentata o finansiranju, politika Sinasure ili bilo kojih drugih dokumenata;

(ii) finansijsko stanje Zajmoprimca;

(iii) finansijsko stanje osiguravajuće kompanije Sinasure;

(iv) izvršavanja i poštovanje obaveza Zajmoprimca po osnovu Dokumenta o finansiranju ili drugih dokumenata;

(v) izvršavanje i poštovanje obaveza Sinasure-a po osnovu polise Sinasure; ili

(vi) tačnost svih tvrdnji (bilo pismenih ili usmenih) datih u ili u vezi sa bilo kojim finansijskim dokumentom, polisom Sinasure ili bilo kojim drugim dokumentom,

a isključene su i bilo kakve tvrdnje ili garancije koje implicira zakon.

(b) Svaki Novi zajmodavac potvrđuje Postojećem zajmodavcu i drugim stranama finansijskog aranžmana da:

(i) je izvršio (i nastaviće da vrši) sopstvenu nezavisnu istragu i procenu svih rizika koji proističu iz ili u vezi sa Dokumentima o finansiranju (uključujući finansijsko stanje i poslove Zajmoprimca i njegovih povezanih lica i prirodu i obim bilo kakvog regresnog potraživanja protiv bilo koje Strane ili njene imovine) i polisom Sinasure-a u vezi sa njegovim učešćem u ovom Ugovoru i nije se oslanjao isključivo na bilo koju informaciju koju mu je dao Postojeći zajmodavac ili bilo koja druga Strana kreditnog aranžmana u vezi sa bilo kojim Dokumentom o finansiranju ili polisom Sinasure; i

(ii) nastaviće da vrši sopstvenu nezavisnu procenu kreditne sposobnosti Zajmoprimca i njegovih povezanih subjekata dok je bilo koji iznos neplaćen ili bi mogao biti neizmiren prema Dokumentima o finansiranju ili bilo kojoj Obavezi koja je na snazi.

(c) Ništa iz bilo kog Finansijskog dokumenta ne obavezuje Postojećeg zajmodavca da:

(i) prihvati ponovni prenos ili prenos od Novog Zajmodavca bilo kog prava i obaveza ustupljenih ili prenetih prema ovom Klauzuli 21; ili

(ii) podrži sve gubitke koje je Novi zajmodavac direktno ili indirektno pretrpeo zbog neizvršavanja obaveza od strane Zajmoprimca prema Dokumentima o finansiranju ili drugom osnovu.

21.5 Procedura za prenos

(a) U skladu sa uslovima datim u Klauzuli 21.1 (*Ustupanje i prenos od strane zajmodavaca*) i 21.2 (*Uslovi ustupanja ili prenosa*), prenos se vrši u skladu sa stavom (c) ispod kada Agent izvrši inače propisno izvršen Potvrdu o prenosu koji su mu dostavili Postojeći zajmodavac i novi zajmodavac. Agent će, u skladu sa stavom (b) u nastavku, čim bude razumno izvodljivo pošto primi propisno popunjenu Potvrdu o prenosu koja je očigledno usklađena sa uslovima ovog Ugovora i dostavljena u skladu sa uslovima ovog Ugovora, potpisati tu Potvrdu o prenosu.

(b) Agent će biti u obavezi da potpiše Potvrdu o prenosu koju mu dostave Postojeći zajmodavac i Novi zajmodavac samo kada bude smatrao da su sve neophodne provere tipa „upoznaj svog klijenta“ ili druge slične provere u skladu sa svim primenjivim zakonima i propisima u vezi sa prenosom na tog Novog zajmodavca propisno sprovedene.

(c) Na datum prenosa:

(i) u meri u kojoj Potvrdom o prenosu Postojeći zajmodavac novacijom prenosi svoja prava i obaveze koje proističu iz Dokumentata o finansiranju, Zajmoprimac i Postojeći zajmodavac bivaju oslobođeni daljih obaveza jedan prema drugom po Dokumentima o finansiranju, a uzajamna prava po Dokumentima o finansiranju se ukidaju ("**Oslobađanje od prava i obaveza**");

(ii) Zajmoprimac i Novi zajmodavac će preuzeti uzajamne obaveze i/ili uzajamna prava koja se razliku od Oslobađanja od prava i obaveza samo u toliko koliko su Zajmoprimac i Novi zajmodavac preuzeli i/ili stekli iste umesto Zajmoprimca i Postojećeg zajmodavca;

(iii) Agent, Ovlašćeni glavni aranžer, Novi zajmodavac i drugi Zajmodavci će steći ista uzajamna prava i preuzeti iste uzajamne obaveze koje bi imali da je Novi zajmodavac Prvobitni zajmodavac sa preuzetim ili stečenim pravima i/ili obavezama kao rezultat prenosa i u meri u kojoj Agent, Ovlašćeni glavni aranžer i Postojeći zajmodavac budu međusobno oslobođeni daljih obaveza prema Dokumentima o finansiranju; i

(iv) Novi zajmodavac kao postaje Strana kao "Zajmodavac".

21.6 Postupak ustupanja

(a) Shodno uslovima datim u Klauzuli 21.1 (*Uslovi ustupanja ili prenosa*) ustupanje se realizuje u skladu sa stavom (c) u daljem tekstu kada

Agent potpiše ili na drugi način propisno popuni Potvrdu o ustupanju koju mu dostave Postojeći zajmodavac i Novi zajmodavac. Agent će, u skladu sa stavom (b) u daljem tekstu čim bude razumno izvodljivo pošto primi propisno popunjen Potvrdu o ustupanju koja je očigledno usklađena sa uslovima ovog Ugovora i dostavljena u skladu sa uslovima ovog Ugovora, potpisati tu Potvrdu o ustupanju.

(b) Agent će biti u obavezi da potpiše Potvrdu o ustupanju koji mu dostave Postojeći zajmodavac i Novi zajmodavac samo kada bude smatrao da su sve neophodne provere „upoznaj svog Klijenta" ili druge slične provere u skladu sa svim primenjivim zakonima i propisima u vezi sa prenosom na tog Novog zajmodavca propisno sprovedene.

(c) Na Datum prenosa:

(i) Postojeći zajmodavac apsolutno ustupa Novom zajmodavcu prava po osnovu Dokumentata o finansiranju koja su navedena kao predmet ustupanja u Ugovoru o ustupanju;

(ii) Postojeći zajmodavac oslobađaju se obaveza ("**Relevantne obaveze**") od strane Zajmoprimca i drugih Strana kreditnog aranžmana navedenih kao predmet oslobađanja u Ugovoru o ustupanju; i

(iii) Novi zajmodavac postaje Strana kao "Zajmodavac" i biće obavezan obavezama koje su ekvivalentne Relevantnim obavezama.

(d) Zajmodavci mogu koristiti druge procedure osim onih datih u ovoj Klauzuli 21.6 za ustupanje svojih prava po osnovu Finansijskih dokumenata pod uslovom da su u skladu sa Klauzulom 21.1 (*Ustupanje i prenos od strane zajmodavaca*), ili pod uslovom da su u skladu sa uslovima definisanim u Klauzulom 21.2 (*Uslovi ustupanja ili prenosa*).

21.7 **Kopija potvrde o prenosu ili ugovora o ustupanju zajmoprimcu i priznavanje**

(a) Agent će, čim je to razumno izvodljivo, nakon što sklopi Potvrdu o prenosu ili Ugovor o ustupanju, poslati Zajmoprimcu kopiju te Potvrde o prenosu ili Ugovora o ustupanju.

(b) Zajmoprimac će, čim je to razumno izvodljivo, nakon prijema primerka potvrde o prenosu ili ugovora o prenosu, dostaviti NBS (sa kopijom Agentu) pismenu izjavu:

(i) kojom potvrđuje da je upoznat sa prenosom prava Zajmodavca prema Dokumentima o finansiranju, i

(ii) (ako je primenljivo) kojom daje saglasnost za prenos obaveza Zajmodavca prema Dokumentima o finansiranju u svrhu izveštavanja promene zajmodavcu

21.8 **Obezbeđenje prava Zajmodavaca**

(a) U skladu sa stavom (b) dole, pored drugih prava datih Zajmodavcima u skladu sa ovim Klauzulom 21.8, svaki Zajmodavac može bez savetovanja sa Zajmoprimcem ili bez njegove saglasnosti, u svakom

trenutku naplatiti, ustupiti ili na drugi način uspostaviti Obezbeđenje (kao kolateral ili na drugi način) na svim ili nekim od svojih prava po svakom Dokumentu o finansiranju kako bi obezbedio obaveze tog Zajmodavca uključujući, ali ne ograničavajući se na:

(i) svako opterećenje, ustupanje ili drugo Obezbeđenje radi obezbeđenja obaveza prema Sinosure, federalnim rezervama ili centralnoj banci; i

(ii) u slučaju bilo kog Zajmodavca koji je fond, svako opterećenje, ustupanje ili drugo Obezbeđenje odobreno imalcima (ili povereniku ili predstavniku imalaca) dugovanih obaveza ili izdatih hartija od vrednosti od strane tog Zajmodavca kao obezbeđenje za te obaveze i hartije od vrednosti, osim što takvo opterećenje, ustupanje ili Obezbeđenje neće:

(A) osloboditi Zajmodavca od bilo koje njegove obaveze po Dokumentima o finansiranju ili zameniti korisnika relevantnog opterećenja, ustupanja ili Obezbeđenja za Zajmodavca kao stranu svih Dokumentata o finansiranju; ili

(B) zahtevati da Zajmoprimac izvrši bilo kakva druga plaćanja osim ili veća od onih koja se moraju izvršiti ili dati relevantnom Zajmodavcu ili dodeliti bilo kom licu opsežnija prava od onih koja treba izvršiti ili dodeliti relevantnom Zajmodavcu po Dokumentima o finansiranju.

(b) Pisano odobrenje osiguravajuće kompanije Sinosure je potrebno svakom Zajmodavcu koji želi da naplati, dodeli ili na drugi način stvori obezbeđenje u svim ili nad svim (bilo putem kolaterala ili na neki drugi način) ili nekim od svojih prava po bilo kom Dokumentu o finansiranju da bi obezbedio svoje obaveze.

22. **PROMENE ZAJMOPRIMCA**

Zajmoprimac ne može ustupiti bilo koje od svojih prava ili preneti bilo koje od svojih prava ili obaveza prema Dokumentima o finansiranju.

23. **ULOGE AGENTA, OVLAŠĆENOG GLAVNOG ARANŽERA I REFERENTNE BANKE**

23.1 **Imenovanje agenta**

(a) Pojedinačno Aranžer i Zajmodavci će imenovati Agentu koji će postupati kao njihov zastupnik po i u vezi sa Dokumentima o finansiranju.

(b) Pojedinačno Aranžer i Zajmodavci ovlastiće Agentu da ispunjava dužnosti, obaveze i odgovornosti i da koristi prava, ovlašćenja i diskreciona prava koja su Agentu data specijalno po i u vezi sa Dokumentima o finansiranju, kao i bilo koja druga povezana prava, mogućnosti, ovlašćenja i diskreciona prava

23.2 **Uputstva**

(a) Agent će:

(i) Osim ukoliko suprotno nije određeno Dokumentima o finansiranju, ostvarivati ili se suzdržati od ostvarivanja

svakog prava, ovlašćenja ili diskrecionog prava koja mu pripadaju kao Agentu u skladu sa instrukcijama koje su mu dali:

(A) svi Zajmodavci, ako merodavni Dokument o finansiranju propisuje da je predmet podložan odluci svih Zajmodavaca; i

(B) svi Zajmodavci i Sinosure, ako merodavni Dokument o finansiranju propisuje da je predmet podložan odluci svih Zajmodavaca i Sinosure; i

(C) Sinosure, ako merodavni Dokument o finansiranju propisuje da je predmet podložan odluci Sinosure; i

(D) u svim drugm slučajevima, svih Većinskih zajmodavaca; i

(ii) neće biti odgovoran za bilo koju radnju (ili propust) ako postupa (ili se suzdrži od postupanja) u skladu sa stavom (i) iznad

- (b) Agent će biti ovlašćen od Većinskih zajmodavaca (ili, ako merodavni Dokument o finansiranju propisuje da je predmet podložan odluci bilo kog drugog Zajmodavca ili grupe Zajmodavca, od tog Zajmodavca ili grupe Zajmodavaca) da traži instrukcije ili pojašnjenja svake instrukcije o tome da li, i na koji način, bi trebalo ostvarivati ili se suzdržati od ostvarivanja svakog prava, ovlašćenja ili diskrecionog prava. Agent se može suzdržati od postupanja, osim ako i dok ne primi takve instrukcije ili pojašnjenja koja je zatražio.
- (c) Osim u slučaju odluka za koje je propisano da su predmet bilo kog drugog Zajmodavca ili grupe Zajmodavaca po merodavnom Dokumentu o finansiranju i osim ako nije suprotno navedeno u Dokumentu o finansiranju, sve instrukcije koje Većinski zajmodavci daju Agentu nadvladaće sve suprotne instrukcije koje su dale bilo koje druge Strane i biće obavezujuće za sve Strane kreditnog aranžmana.
- (d) Agent se može suzdržati od postupanja u skladu sa svakom instrukcijom svakog Zajmodavca ili grupe Zajmodavaca do prijema odštete i/ili osiguranja koje mu je po njegovoj slobodnoj oceni potrebno (koje može biti većeg opsega od onog sadržanog u Dokumentima o finansiranju i koje može uključivati akontaciju) za sve troškove, gubitke ili odgovornosti koje može izazvati u postupanju saglasno tim instrukcijama.
- (e) U nedostatku instrukcija, Agent može, delujući razumno, postupati (ili se suzdržati od postupanja) onako kako smatra da je u najboljem interesu Zajmodavaca i osiguravajuće kompanije Sinosure.
- (f) Agent nije ovlašćen da postupa u ime Zajmodavca (bez prethodno dobijene saglasnosti tog Zajmodavca) u bilo kom pravnom ili arbitražnom postupku koji se odnosi na bilo koji Dokument o finansiranju.

23.3 Dužnosti Agenta

- (a) Obaveze Agenta prema Dokumentima o finansiranju su isključivo tehničke i administrativne prirode.
- (b) U skladu sa stavom (c) ispod, Agent će promptno proslediti Strani original ili kopiju bilo kog dokumenta koji je Agentu dostavljen za tu Stranu od bilo koje druge Strane.
- (c) Ne dovodeći u pitanje odredbe Klauzule 21.7 (*Obaveza dostavljanja primerka Potvrde o prenosu ili Ugovora o ustupanju Zajmoprimcu*), gore navedeni stav (b) neće se primenjivati na bilo koju Potvrda o prenosu ili na bilo koji Ugovor o ustupanju.
- (d) Osim u slučajevima kada je Dokumentom o finansiranju izričito utvrđeno suprotno, Agent nije obavezan da pregleda ili proveri primerenost, tačnost ili potpunost bilo kog dokumenta koji prosledi drugoj Strani.
- (e) Ukoliko Agent od Strane primi obaveštenje koje se odnosi na ovaj Ugovor, i kojim se opisuje slučaj neispunjenja obaveza, obavezan je da promptno obavesti Strane kreditnog aranžmana.
- (f) Ukoliko Agent dođe do saznanja o neplaćanju bilo kojeg iznosa glavnice, kamate ili naknade za administriranje zajma koja je po ovom Ugovoru plativa prema Strani kreditnog aranžmana (izuzev Agentu ili Aranžeru), obavezan je da promptno obavesti ostale Strane kreditnog aranžmana.
- (g) Agent će imati samo one dužnosti, obaveze i odgovornosti koje su jasno navedene u Dokumentima o finansiranju u kojima se navodi da je strana (i nikakve druge se neće podrazumevati).

23.4 Uloga Ovlašćenog glavnog aranžera

- (a) Ovlašćeni glavni aranžer će, na zahtev Agentu, koordinirati sa Zajmoprimcem u vezi sa korišćenjima sredstava i odmah po saznanju za iste dostaviti Agentu sve informacije o materijalno štetnim događajima u vezi sa Projektom, materijalno štetnim promenama, obaveštenja o neizvršenju obaveza ili događaju neizvršenja obaveza.
- (b) Izuzev ako drugačije nije izričito predviđeno u Dokumentima o finansiranju, Aranžer nema obaveza bilo koje vrste prema bilo kojoj Strani po osnovu ili u vezi sa bilo kojim Finansijskim dokumentom.

23.5 Bez fiducijarnih obaveza

- (a) Bilo kojim Dokumentom o finansiranju Agent i Aranžer ni na koji način nisu stekli svojstvo poverenika ili fiducijara bilo kog drugog lica.
- (b) Ni Agent ni Aranžer zajma neće odgovarati nijednom Zajmodavcu za bilo koji iznos ili profitni element bilo kog iznosa koji je isti sam primio za svoj račun

23.6 Poslovanje sa Zajmoprimcem

Agent i Glavni ovlašćeni aranžer zajma mogu primati depozite od, davati pozajmice u novcu i uopšteno obavljati bilo koju vrstu bankarskog ili drugog poslovanja sa Zajmoprimcem.

23.7 Prava i diskreciona ovlašćenja

(a) Agent može:

(i) da se oslanja na bilo koju tvrdnju, obaveštenje ili dokument za koji veruje da je autentičan, tačan i odobren na primeren način;

(ii) da pretpostavi:

(A) da je svako uputstvo koje primi od Većinskih zajmodavaca, svakog Zajmodavca ili svake grupe Zajmodavaca valjano dato u skladu s odredbama Dokumentata o finansiranju; i

(B) osim ukoliko nije primio obaveštenje o opozivu, takva uputstva nisu opozvana; i

(iii) da se osloni na potvrdu svakog lica:

(A) o svakoj činjenici ili okolnosti za koju bi se opravdano moglo očekivati da je poznata tom licu; ili

(B) da to lice odobrava svaki posao, transakciju, korak, radnju ili stvar

kao dovoljan dokaz da je to slučaj i, u slučaju iz stava (A) iznad, može pretpostaviti istinitost i tačnost te potvrde.

(b) Agent može pretpostaviti (osim ako je primio obaveštenje u suprotnom smislu u svojstvu zastupnika Zajmodavaca) da:

(i) nije došlo do neispunjenja obaveza (osim ukoliko ima stvarno saznanje da je nastupio slučaj neispunjenja obaveze po stavu 20.1 (*Neplaćanje*));

(ii) nijedno pravo, ovlašćenje ili diskreciono pravo koje ima bilo koja Strana ili grupa Zajmodavaca nije iskorišćeno.

(c) Agent može angažovati, platiti i osloniti se na savet ili usluge bilo kog advokata, računovođe, poreskog savetnika ili drugog stručnog savetnika ili stručnjaka.

(d) Ne dovodeći u pitanje gore navedeni stav (c) ili stav (e) u daljem tekstu, Agent može u bilo kom trenutku o svom trošku angažovati usluge bilo kog advokata koji će delovati kao nezavisni savetnik Agentu (i time odvojeno od svih advokata Zajmodavaca) ako Agent smatra to poželjnim.

(e) Agent se može pouzdati u savete ili usluge svih advokata, računovođa, poreskih savetnika, procenitelja ili drugih stručnih savetnika ili stručnjaka (bez obzira na to da li je iste dobio sam ili od drugih strana) i neće biti odgovoran za bilo kakvu štetu, troškove ili gubitke bilo koje osobe, bilo koje umanjenje vrednosti ili odgovornosti uopšte koja bi proizašla iz takvog njegovog oslanjanja.

(f) Agent može postupati u vezi Dokumentima o finansiranju preko svog zvaničnika, zaposlenih i agenata, pri čemu Agent neće:

(i) biti odgovoran za bilo kakvu grešku u proceni koju je napravila bilo koja takva osoba; ili

(ii) biti obavezan da nadzire, ili da na bilo koji način bude odgovoran za bilo kakav gubitak nastao usled lošeg ponašanja, propusta ili neizvršenja obaveza od strane bilo kog takvog lica,

osim ako je takva greška ili takav gubitak direktno uzrokovan grubim nemarom ili namernim nedoličnim ponašanjem Agentu.

(g) Ako Dokument o finansiranju izričito ne propisuje drugačije, Agent može otkriti svakoj drugoj Strani svaku informaciju za koju razumno smatra da je primio kao agent po ovom Ugovoru.

(h) Ne dovodeći u pitanje bilo koju drugu suprotnu odredbu bilo kog Dokumenta o finansiranju, ni Agent ni Ovlašćeni glavni aranžer nisu u obavezi da učine ili propuste da učine ono za šta bi opravdano mogli smatrati da predstavlja kršenje zakona ili propisa ili kršenje fiducijarne obaveze ili obavezu poverljivosti.

(i) Ne dovodeći u pitanje bilo koju drugu suprotnu odredbu bilo kog Dokumenta o finansiranju, Agent nije dužan da troši ili rizikuje vlastita sredstva ili na drugi način izazove bilo koju finansijsku odgovornost u izvršenju svojih dužnosti, obaveza ili odgovornosti ili u ostvarenju svakog prava, ovlašćenja ili diskrecionog prava ako ima osnove da veruje da mu nije razumno osigurana otplata takvih sredstava ili primerena odšteta, ili osiguranje, za takav rizik ili odgovornost.

23.8 **Odgovornost za dokumentaciju**

Ni Agent ni Ovlašćeni glavni aranžer nisu odgovorni za:

(a) adekvatnost, tačnost ili potpunost bilo koje informacije (bilo usmene ili pismene) koju dostavi Agent, Ovlašćeni glavni aranžer, Zajmoprimac ili bilo koje drugo lice, a koja je data u vezi sa bilo kojim Dokumentom o finansiranju ili transakcijom koja je predmet Dokumenta o finansiranju ili svim drugim sklopljenim, sačinjenim ili potpisanim ugovorima, dogovorima ili dokumentima u očekivanju, po ili u vezi sa bilo kojim Dokumentom o finansiranju ili polisom Sinasure; ili

(b) zakonitost, važenje, pravno dejstvo, primerenost ili izvršnost bilo kog Dokumenta o finansiranju, polise Sinasure ili bilo kog drugog ugovora, aranžmana ili dokumenta zaključenog, sačinjenog ili potpisanog u očekivanju ili u vezi sa bilo kojim Dokumentom o finansiranju ili polisom Sinasure; ili

(c) svako utvrđivanje o tome da li svaka informacija koja je data ili će biti data bilo kojoj Strani kreditnog aranžmana predstavlja javnu informaciju čija upotreba može biti regulisana ili zabranjena

merodavnim zakonom ili propisom vezanim za trgovinu povlašćenim informacijama ili na drugi način.

23.9 Bez obaveze nadzora

Agent neće biti u obavezi da ispituje:

- (a) da li je nastupio ili nije nastupio bilo koji Slučaj neispunjenja obaveze;
- (b) izvršenje, neispunjenje obaveze ili svako kršenje od strane bilo koje Strane njenih obaveza po svakom od Dokumenta o finansiranju ili polisi Sinasure; ili
- (c) da li je nastupio bilo koji drugi slučaj naveden u bilo kom Dokumentu o finansiranju ili polisi Sinasure.

23.10 Izuzeće od odgovornosti

(a) Bez ograničavanja stava (b) u daljem tekstu (i ne dovodeći u pitanje odredbe bilo kog Dokumenta o finansiranju, isključujući ili ograničavajući odgovornost Agentu), Agent neće biti odgovoran (uključujući, bez ograničenja, za nemar ili bilo koju drugu kategoriju odgovornosti) za:

- (i) štetu, troškove ili gubitke bilo kog lica, umanjenje vrednosti ili odgovornost koja proizlazi iz preduzimanja ili nepreduzimanja bilo koje radnje prema i u vezi sa bilo kojim Finansijskim dokumentom, osim ako nisu direktno uzrokovane grubom nepažnjom ili namernom zloupotrebom;
- (ii) ostvarivanje ili neostvarivanje prava, ovlašćenja ili diskrecionog prava koje mu je dato prema ili u vezi sa bilo kojim Dokumentom o finansiranju, polisom Sinasure, ili bilo kojim drugim ugovorom, aranžmanom ili dokumentom sklopljenim, učinjenim ili potpisanim u očekivanju, prema ili u vezi sa bilo kojim Dokumentom o finansiranju ili polisom Sinasure, osim iz razloga njegove grube nepažnje ili namerne zloupotrebe; ili
- (iii) ne dovodeći u pitanje opšte odredbe stavova (i) i (ii), štetu, troškove ili gubitke bilo kog lica, umanjenje vrednosti ili svaku odgovornost (ali ne uključujući tužbu zbog prevare Agentu) koja proizlazi iz:

(A) bilo koje radnje, događaja ili okolnosti koja opravdano nije pod njegovom kontrolom; ili

(B) opštih rizika ulaganja ili držanja imovine u bilo kojoj nadležnosti, uključujući (u svakom slučaju i ne ograničavajući se na) svaku štetu, troškove ili gubitke bilo kog lica, svako umanjenje vrednosti ili svaku odgovornost koja proizlazi iz: nacionalizacije, eksproprijacije ili drugih radnji države; svakog propisa, valutnog ograničenja, devalvacije ili fluktuacije; tržišnih uslova koji utiču na izvršenje ili namirenje transakcija ili na vrednost imovine (uključujući svaki slučaj Prekida); kvara, greške ili neispravnosti svakog prevoza treće strane, telekomunikacija, kompjuterskih usluga ili sistema; prirodnih nepogoda ili više sile; rata, terorizma, pobune ili revolucije; ili štrajkova ili industrijskih akcija.

(b) Nijedna Strana (osim Agenta) ne može pokrenuti bilo koji postupak protiv bilo kog službenika, zaposlenog ili predstavnika Agentu u pogledu svakog zahteva koji može imati prema Agentu ili po pitanju bilo kog preduzimanja ili nepreduzimanja radnje od strane tog službenika, zaposlenog ili predstavnika u vezi sa Dokumentom o finansiranju i bilo koji službenik, zaposleni ili predstavnik Agentu može se oslanjati na stav (b) u skladu sa stavom 1.4 (*Prava treće strane*) i odredbe Zakona o trećoj strani.

(c) Agent neće biti odgovoran za bilo koje kašnjenje (ili bilo koju povezanu posledicu) u vezi sa uplatom na račun iznosa koji po Dokumentima o finansiranju treba da plati Agent, ako je Agent preduzeo sve neophodne korake čim je to moguće kako bi ispoštovao propise ili operativne procedure bilo kog priznatog kliring sistema ili sistema poravnanja koje Agent koristi u tu svrhu.

(d) Ništa u ovom Ugovoru ne obavezuje Agentu ili Aranžera da izvrši:

(i) bilo koju proveru "upoznaj svog Klijenta" ili druge provere u odnosu na bilo koje lice; ili

(ii) bilo koju proveru u meri u kojoj bilo koja transakcija iz ovog Ugovora može biti nezakonita za bilo kog Zajmodavca, za račun bilo kog Zajmodavca i svaki Zajmodavac potvrđuje Agentu i Ovlašćenom glavnom aranžeru da je isključivo odgovoran za one provere koje je obavezan da sprovede i da se ne može pouzdati u tvrdnje po pitanju tih provera koje je sproveo Agent ili Aranžer.

(e) Ne dovodeći u pitanje bilo koju odredbu Dokumenta o finansiranju ili polisom Sinasure kojom se isključuje ili ograničava odgovornost Agentu, odgovornost Agentu koja proističe iz ili je u vezi sa bilo kojim Dokumentom o finansiranju ili polisom Sinasure biće ograničena na iznos stvarno pretrpljenog gubitka (kako je utvrđeno pozivanjem na dan neispunjenja obaveze Agentu ili, ako je kasnije, na dan na koji nastaje gubitak zbog takvog neispunjenja obaveze). Ni u kom slučaju Agent neće biti odgovoran za bilo koji gubitak profita, goodwill-a, reputacije, poslovnih prilika ili očekivanih ušteda ili za posebnu, kaznenu, indirektnu ili posledičnu štetu, bez obzira da li je Agent bio obavešten o mogućnosti takvih gubitaka ili šteta

23.11 Refundiranje troškova Zajmodavca prema Agentu

a) Svaki Zajmodavac će (srazmerno svom udelu u Ukupnim angažovanim sredstvima, ili, ukoliko su u tom trenutku Ukupna angažovana sredstva jednaka nuli, svom udelu u Ukupnim angažovanim sredstvima neposredno pre njihove redukcije na nulu) nadoknaditi Agentu, u roku od pet (5) Radna dana po zahtevu, svaki iznos troškova, gubitka ili obaveza nastalih za Agentu (osim zbog Agentovog teškog nehata ili namernog kršenja dužnosti) (ili u slučaju bilo kog troška, gubitka i odgovornosti u skladu sa stavom 26.12 (*Prekid rada sistema plaćanja, itd.*), ne dovodeći u pitanje bilo koju drugu kategoriju ali ne uključujući bilo koju tužbu za prevaru Agentu) postupajući kao Agent prema Dokumentima o finansiranju (osim ako je Zajmoprimac isplatio Agentu prema Dokumentu o finansiranju).

- b) Zajmoprimac će odmah na zahtev obešteti Zajmodavca na ime plaćanja koje je Zajmodavac izvršio prema Agentu u skladu sa stavom (a).

23.12 Ostavka Agentu

(a) Uz prethodno odobrenje osiguravajuće kompanije Sinasure, Agent može podneti ostavku i imenovati jednu od svojih Podružnica kao pravnog sledbenika tako što će dati obaveštenje Zajmodavcima i Zajmoprimcu.

(b) Agent može podneti ostavku, uz otkazni period od trideset (30) dana koji daje Zajmodavcima i Zajmoprimca, u kom slučaju Većinski zajmodavci (nakon konsultacija sa Zajmoprimcem) mogu imenovati sledbenika Agentu.

(c) Ako Većinski zajmodavci nisu imenovali sledbenika Agentu u skladu sa stavom (b) gore u roku od dvadeset (20) dana nakon obaveštenja o ostavci, Agent koji se povlači (nakon konsultacija sa Zajmoprimcem) može imenovati svog sledbenika.

(d) Ako Agent želi da podnese ostavku zato što je (postupajući razumno) zaključio da više nije prikladno da ostane kao Agent i ako Agent ima pravo da imenuje svog sledbenika prema stavu (c) gore, Agent može (ako zaključi (postupajući razumno) da je to neophodno učiniti kako bi ubedio predloženog agenta sledbenika da postane strana ovog Ugovora kao Agent) da se saglasi sa predloženim Agentom sledbenikom amandmanima na osnovu stava 23 i bilo koje druge odredbe ovog Ugovora koji se bavi pravima ili obavezama Agentu u skladu sa tadašnjom trenutnom tržišnom praksom za imenovanje i zaštitu korporativnih poverenika, zajedno sa svim razumnim amandmanima na agencijsku proviziju koja se plaća po ovom Ugovoru, a koja je u skladu sa uobičajenim stopama naknade Agentu sledbenika i tim izmenama obavezuje Strane.

(e) Agent koji povlači će, o svom trošku, staviti na raspolaganje svom sledbeniku takve dokumente i evidenciju i pružiti pomoć koju Agent sledbenik može razumno zatražiti u svrhu obavljanja svojih funkcija agenta prema Dokumentima o finansiranju. Zajmoprimac će, na zahtev, nadoknaditi Agentu koji se povlači iznos svih troškova i izdataka (uključujući pravne takse) koje propisno snosi prilikom stavljanja na raspolaganje takvih dokumenata i evidencije i pružanja takve pomoći.

(f) Agentovo obaveštenje o otkazu stiče pravno dejstvo tek po imenovanju sledbenika.

(g) Po imenovanju sledbenika, Agent koji se povlači biće razrešen bilo kakve naknadne obaveze u pogledu Dokumenta o finansiranju (osim obaveza definisanih gore navedenim stavom (c)), ali će mu ostati pravo u smislu stava 14.3 (*Refundiranje troškova Agentu*) i ovog Klauzule 23 (i sve agencijske naknade za račun Agentu koji se povlači više se neće obračunavati (i biće plative) na taj datum). Njegov sledbenik i svaka druga Strana imaće ista međusobna prava i obaveze kakve bi imali da je taj sledbenik prvobitna Strana.

(h) Agent će dati ostavku u skladu sa gore navedenim stavom (b) (i, u meri u kojoj je primenjivo, uložiti razumne napore da imenuje pravnog sledbenika Agentu u skladu sa gore navedenim stavom (b)) ako na datum ili nakon datuma koji nastupa tri (3) meseca pre najranijeg Datuma za primenu FATCA vezano za bilo koje plaćanje prema Agentu po osnovu Dokumenta o finansiranju:

(i) Agent ne odgovori na zahtev po osnovu stava 12.6 (*Informacije FATCA*) i Zajmoprimac ili Zajmodavac opravdano veruju da Agent neće biti (ili će prestati da bude) Strana izuzeta od FATCA na ili nakon Datuma za primenu FATCA;

(ii) Informacije dostavljene od strane Agentu u skladu sa stavom 12.6 (*Informacije FATCA*) ukazuju da Agent neće biti (ili će prestati da bude) Strana izuzeta od FATCA na ili nakon Datuma za primenu FATCA; ili

(iii) Agent obavesti Zajmoprimca i Zajmodavce da Agent neće biti (ili će prestati da bude) Strana izuzeta od FATCA na ili nakon Datuma za primenu FATCA,

i (u svakom slučaju) Zajmoprimac ili Zajmodavac razumno veruju da će biti potrebno da Strana izvrši Odbitak FATCA što ne bi bilo potrebno da je Agent Strana izuzeta od FATCA, i Zajmoprimac ili taj Zajmodavac, putem obaveštenja dostavljenog Agentu, zahtevaju da se isti povuče sa te funkcije.

23.13 Zamena Agentu

(a) Nakon savetovanja sa Zajmoprimcem, Većinski zajmodavci mogu, davanjem prethodnog obaveštenja od 30 dana Agentu zameniti Agentu imenovanjem Agentu sledbenika.

(b) Agent koji se povlači će učiniti dostupnim Agentu sledbeniku takve dokumente i evidenciju i dati takvu podršku kakvu Agent sledbenik može razumno zatražiti za potrebe izvršenja svojih funkcija kao Agentu po Dokumentima o finansiranju.

(c) Imenovanje Agentu sledbenika će imati učinak od dana određenog u obaveštenju koju su Većinski zajmodavci dali Agentu koji se povlači. Od tog datuma će Agent koji se povlači biti oslobođen svih daljih obaveza u pogledu Dokumentata o finansiranju (osim njegovih obaveza iz gore navedenog stava (b)), ali će zadržati pravo na koristi iz Klauzule 14.3 (*Refundiranje troškova Agentu*) i ove Klauzule 23 (i sve agencijske naknade za račun Agentu koji se povlači prestaće da se obračunavaju od (i biće plative) tog dana).

(d) Svaki Agent sledbenik i sve ostale Strane će imati ista međusobna prava i obaveze koje bi imale da je takav sledbenik bio izvorna Stranka.

23.14 Poverljivost

(a) Kada postupa u svojstvu Agentu Strane kreditnog aranžmana, smatraće se da Agent postupa preko svog sektora, koji će biti smatran odvojenim subjektom od bilo kog drugog sektora ili službe.

(b) Ukoliko informacija bude primljena od drugog sektora ili službe Agentu, ona može biti tretirana kao poverljiva za taj sektor ili službu i smatraće se da Agent nema saznanje o istoj.

23.15 Odnos sa Zajmodavcima

(a) Agent može tretirati svakog Zajmodavca kao Zajmodavca ovlašćenog za plaćanja po osnovu ovog Ugovora koji postupa preko svoje Kancelarije Aranžmana (umesto glavne kancelarije Agentu, uz obaveštavanja Strana kreditnog aranžmana s vremena na vreme):

(i) koji ima pravo na ili je odgovoran za svako dospelu plaćanje po Dokumentima o finansiranju na taj dan; i

(ii) koji ima pravo da primi i postupa po svakom obaveštenju, zahtevu, dokumentu ili komunikaciji ili da donese odluku ili tvrdnju prema Dokumentu o finansiranju sastavljenom ili dostavljenom na taj dan,

osim ako je najmanje pet (5) Radnih dana unapred primio prethodno obaveštenje od tog Zajmodavca u suprotnom smislu a u skladu sa uslovima ovog Ugovora.

(b) Svaki Zajmodavac može davanjem obaveštenja Agentu imenovati lice koje će u njegovo ime primati sva obaveštenja, poruke, podatke i dokumenta koji se moraju predati ili poslati tom Zajmodavcu u skladu sa Dokumentima o finansiranju. To obaveštenje sadržaće adrese i brojeve faksa i (i tamo gde je prema Klauzuli 28.5 (*Elektronska komunikacija*) dozvoljena komunikacija elektronskom poštom ili drugim elektronskim sredstvima), adresu elektronske pošte i/ili druge informacije potrebne kako bi se prenele informacije ovim putem (a u svakom slučaju navesti sektor ili službenika, ukoliko ih ima, kojima će komunikacija biti upućena) a isto će se smatrati za Zajmodavčevo obaveštenje o zamenskoj adresi, broju faksa, sektoru i sa posebnim ovlašćenjima u smislu Klauzule 28.2 (*Kontakt podaci*) i stava (a)(i) Klauzule 28.5 (*Elektronska komunikacija*) i Agent će biti ovlašćen da to lice smatra za ovlašćeno za prijem svih obaveštenja, saopštenja, podataka i dokumenata, kao da je to lice Zajmodavac.

23.16 Ocena kredita od strane Zajmodavaca

Bez uticaja na odgovornost Zajmoprimca za informaciju koju dostavi ili koja bude dostavljena u njegovo ime u vezi sa bilo kojim Dokumentom o finansiranju ili polisom Sinasure, svaki Zajmodavac potvrđuje Agentu i Ovlašćenom glavnom aranžeru da je bio i da će i dalje biti jedini odgovoran za svoju sopstvenu nezavisnu ocenu i ispitivanje svih rizika koji nastanu po osnovu ili u vezi sa bilo kojim Dokumentom o finansiranju ili polisom Sinasure, uključujući ali ne ograničavajući se na:

(a) finansijsko stanje, status i prirodu Zajmoprimca, svaku od njegovih državnih institucija i Korisnika kredita;

(b) zakonitost, važenje, pravno dejstvo, primerenost ili izvršnost bilo kog Dokumenta o finansiranju, polise Sinasure ili drugog ugovora, aranžmana ili dokumenta koji je zaključen, sačinjen ili potpisan u očekivanju ili u vezi sa bilo kojim Dokumentom o finansiranju ili polisom Sinasure;

(c) da li taj Zajmodavac ima sredstvo pravne zaštite i prirodu i domet tog sredstva pravne zaštite protiv bilo koje Strane ili bilo kog odgovarajućeg dela imovine po osnovu ili u vezi sa bilo kojim Dokumentom o finansiranju ili polisom Sinasure, transakcijom koja je predmet Dokumentom o finansiranju, ili bilo kog drugog ugovora, aranžmana ili dokumenta koji zaključi, sačini ili potpiše u očekivanju, po osnovu ili u vezi sa bilo kojim Dokumentom o finansiranju ili polisom Sinasure; i

(d) Primerenost, tačnost ili potpunost bilo koje informacije koju obezbedi Agent, bilo koja Strana i bilo koje drugo lice po osnovu ili u vezi sa bilo kojim

Dokumentom o finansiranju i polisom Sinosure, transakcijom koja je predmet Dokumenta o finansiranju, polise Sinosure ili bilo kog drugog ugovora, aranžmana ili dokumenta koji zaključi, sačini ili potpiše u očekivanju, po osnovu ili u vezi sa bilo kojim Dokumentom o finansiranju ili polisom Sinosure.

23.17 **Agentovo vreme**

Bilo koji iznos plativ Agentu prema Klauzuli 14.3 (*Refundiranje troškova Agentu*), Klauzuli 16 (*Troškovi i izdaci*) i Klauzuli 23.11 (*Refundiranje troškova Zajmodavca prema Agentu*) obuhvatiće troškove korišćenja vremena Agenta ili drugih resursa i biće obračunato na osnovu razumne dnevne tarife ili po satu o čemu će Agent obavestiti Zajmoprimca i Zajmodavce.

23.18 **Odbitak od iznosa plativih od strane Agenta**

Ukoliko bilo koja Strana duguje neki iznos Agentu po osnovu Dokumenta o finansiranju, Agent može, pošto da obaveštenje toj Strani, oduzeti sumu koja ne premašuje to dugovanje od bilo kog plaćanja prema toj Strani koje bi Agent inače bio obavezan da izvrši po osnovu Dokumenta o finansiranju i iskoristi takvu sumu za ili prema naknadi iznosa koji se duguje. U pogledu Dokumenta o finansiranju, smatraće se kao da je ta strana primila svaki iznos oduzet na taj način

23.19 **Uloga referentnih banaka**

(a) Nijedna Referentna banka nije u obavezi da Agentu pruži ponudu ili bilo koju drugu informaciju.

(b) Nijedna Referentna banka neće biti odgovorna za bilo koju radnju koju je preduzela u okviru ili u vezi sa bilo kojim Finansijskim dokumentom, ili za bilo koju ponudu Referentne banke, osim ako nije direktno uzrokovana njenim grubim nemarom ili namernim nedoličnim ponašanjem.

(c) Nijedna Strana (osim relevantne Referentne banke) ne može pokrenuti bilo kakav postupak protiv bilo kog službenika, zaposlenog ili agenta bilo koje Referentne banke u vezi sa bilo kojim potraživanjem koje bi mogla imati protiv te Referentne banke ili u vezi sa bilo kojim činjenjem ili propustom bilo kog ljubazno od strane tog službenika, zaposlenog ili agenta u vezi sa bilo kojim Dokumentom o finansiranju ili bilo kojom Ponudom referentne banke, i bilo koji službenik, zaposleni ili agent svake Referentne banke može se osloniti na Klauzulu 23.19 u skladu sa Klauzulom 1.4 (*Prava treće strane*) i odredbama Zakona o trećim licima.

23.20 **Referentne banke treće strane**

Referentna banka koja nije Strana može se osloniti na Klauzulu 23.19 (*Uloga referentnih banaka*), Klauzulu 32.3 (*Drugi izuzeci*) i Klauzulu 34 (*Poverljivost stopa finansiranja i citata referentne banke*), u skladu sa Klauzulom 1.4 (*Prava trećih lica*) i odredbe Zakona o trećim licima.

24. **POSLOVANJE STRANA KREDITNOG ARANŽMANA**

Nijedna odredba ovog Ugovora neće:

(a) uticati na pravo bilo koje Strane kreditnog aranžmana da uredi svoje poslovanje (u pogledu Poreza ili ostalog) na bilo koji način koji smatra primerenim;

(b) obavezati bilo koju Stranu kreditnog aranžmana da preispita ili zahteva bilo koji kredit, olakšicu, opraštanje duga ili otplatu na koje može imati pravo ili preispita obim, redosled ili vrstu bilo kog zahteva; ili

(c) obavezati bilo koju Stranu kreditnog aranžmana da obelodani bilo koju informaciju koja se tiče njenog poslovanja (poreskog ili drugog) ili bilo kojih obračuna koji se odnose na Poreze.

25. PRERASPODELA MEĐU STRANAMA FINANSIJSKOG ARANŽMANA

25.1 Plaćanja Stranama kreditnog aranžmana

(a) Ukoliko finansijaska strana („Finansijaska strana koja ostvaruje povraćaj“) primi ili povrati bilo koji iznos od Zajmoprimca osim u slučajevima u skladu sa Klauzulom 26 (Mehanizam plaćanja) („Povraćen iznos“) i smatra se da je iznos dospeo u skladu sa Dokumentima o finansiranju:

(i) Finansijaska strana koja ostvaruje povraćaj će u roku od tri (3) Radna obavestiti Agentu o detaljima prijema ili povraćaja dana;

(ii) Agent će odrediti prijem ili povraćaj pokriva iznos koji bi Finansijaska strana koja ostvaruje povraćaj ostvarila da je povraćaj izvršen preko Agentu i uplaćen u skladu sa Klauzulom 26 (*Mehanizmi plaćanja*), bez uzimanja u obzir bilo kog poreza koji bi bio određen Agentu u vezi sa prijemo, povraćajem ili izvršavanjem plaćanja; i

(iii) Finansijaska strana koja ostvaruje povraćaj će u roku od tri (3) Radna dana kada je Agent zatražio, platiti Agentu iznos (**Zajedničko plaćanje**) jednako takvom prijemu ili povraćaju manjem od iznosa koji je Agent odredio da Finansijaska strana koja ostvaruje povraćaj može da zadrži kao svoj udeo u bilo kom plaćanju, u skladu sa Klauzulom 26.5 (*Delimična plaćanja*).

25.2 Preraspodela plaćanja

Agent će tretirati Zajedničko plaćanje kao da je izvršeno od strane Zajmoprimca i raspodeliće ga Stranama kreditnog aranžmana (osim Naplaćenju Strani kreditnog aranžmana) ("**Zajedničko plaćanje**") u skladu sa Klauzulom 26.5 (*Delimična plaćanja*) prema obavezama Zajmoprimca.

25.3 Prava Finansijske strane koja je ostvarila povraćaj

Izvršavanje plaćanja koje radi Agent u skladu sa Klauzulom 25.2 (*Redistribucija plaćanja*) plaćanja koje je primila Strana koja je ostvarila povraćaj od Zajmoprimca, kao između Strane koja je ostvarila povraćaj i Zajmoprimca. iznos poraćaja koji je jednak Zajedničkom plaćanju će se uzeti kao da ga je izvršio Zajmoprimac.

25.4 Preinačenje preraspodele

Ako bilo koji deo Zajedničkog plaćanja kao primanja ili povraćaja od strane Naplaćene Strane kreditnog aranžmana ista postane obavezna da ga vrati, pa to i izvrši, tada će:

(a) svaka Strana kreditnog aranžmana koja je učestvovala u preraspodeli, po prijemu Agentovog zahteva, platiti Agentu za račun Naplaćene Strane kreditnog aranžmana iznos koji je jednak odgovarajućem učešću u Zajedničkom plaćanju (zajedno sa iznosom koji je neophodan da se refundira Naplaćena Strana kreditnog aranžmana za svoj srazmerni udeo u bilo kom iznosu kamate na Zajedničko plaćanje koji je ona obavezna da plati) ("**Redistribuirani iznos**"); i

(b) U međusobnom odnosu Zajmoprimca i svake Strane koja učestvuje u raspodeli, smatraće se kao da Zajmoprimac nije platio iznos jednak odgovarajućem Redistribuiranom iznosu.

25.5 Izuzeci

(a) Klauzula 25 neće se primenjivati u onoj meri u kojoj Naplaćena strana kreditnog aranžmana ne bi, po izvršenju bilo kog plaćanja u skladu sa ovom Klauzulom, imala validno i izvršivo potraživanje u odnosu na Zajmoprimca.

(b) Naplaćena strana kreditnog aranžmana kreditnog aranžmana nije obavezna da sa bilo kojom drugom finansijskom stranom kreditnog aranžmana raspodeli bilo koji iznos koji primi ili naplati po osnovu sudskog ili arbitražnog postupka, ako:

(i) je obavestila drugu Stranu kreditnog aranžmana o pravnom ili arbitražnom postupku; i

(ii) je ta druga Strana kreditnog aranžmana imala priliku da učestvuje u tom pravnom ili arbitražnom postupku ali nije tako učinila nakon što je to postalo razumno izvodljivo po prijemu obaveštenja, a nije pokrenula odvojeni pravni ili arbitražni postupak.

26. MEHANIZMI PLAĆANJA

26.1 Plaćanje Agentu

(a) Na svaki datum kada je Zajmoprimac ili Zajmodavac obavezan da izvrši plaćanje po Dokumentu o finansiranju, Zajmoprimac ili Zajmodavac će isto staviti na raspolaganje Agentu (osim ako nije drugačije naznačeno u Dokumentu o finansiranju) u vrednosti na datum dospeća u ono vreme i u onim sredstvima za koje Agent utvrdi da su uobičajeni u momentu izmirenja transakcije u relevantnoj valuti u mestu plaćanja.

(b) Plaćanje će biti izvršeno na račun u glavnom finansijskom centru u zemlji te valute (ili ako je u pitanju evro, u glavnom finansijskom centru u Zemlji članici ili Londonu, koju naznači Agent) kod banke koju Agent, u svakom slučaju, naznači.

26.2 Raspodela od strane Agentu

Svako plaćanje koje Agent primi po Dokumentima o finansiranju za drugu Stranu Agent će, u skladu sa Klauzulom 26.3 (*Raspodela Zajmoprimcu*) i

Klauzulom 26.4 (*Povraćaj plaćenog iznosa i plaćanje unapred*) i Klauzulom 23.18 (*Odbijanje iznosa plaćenom Agentu*) čim bude izvodljivo po prijemu, staviti na raspolaganje Strani koja je ovlašćena da primi plaćanja u skladu sa ovim Ugovorom (u slučaju Zajmodavca, za račun njegove Kancelarije kreditnog aranžmana), u korist računa koji ta Strana naznači u obaveštenju Agentu datom najkasnije pet (5) Radnih dana ranije u finansijskom centru zemlje valute.

26.3 Raspodele Zajmoprimcu

Agent može (uz saglasnost Zajmoprimca ili u skladu sa stavom 27 (*Poravnanje*), da primeni bilo koji iznos koji je primio za Zajmoprimca u svrhu plaćanja (na datum i u valuti i sredstvima prijema) bilo kog iznosa koji Zajmoprimac duguje po osnovu Dokumentata o finansiranju ili za kupovinu ili za svrhu kupovine bilo kog iznosa u bilo kojoj valuti koja će biti primenjena na taj način.

26.4 Povraćaj plaćenog iznosa i plaćanje unapred

(a) Kada neki iznos treba da se plati Agentu po osnovu Dokumentata o finansiranju za neku drugu Stranu, Agent nije dužan da plati taj iznos toj drugoj Strani (ili da zaključi ili izvrši bilo kakav povezani valutni ugovor) dok ne bude u mogućnosti da utvrdi sa sigurnošću da je stvarno i primio taj iznos.

(b) Osim ako se primenjuje stav (c) u daljem tekstu, ako Agent plati iznos drugoj Strani a dokaže se da je to bio slučaj kada Agent nije stvarno primio taj iznos, onda će Strana kojoj je Agent taj iznos (ili sredstva dobijena iz bilo kog povezanog ugovora o razmeni) platio na zahtev refundirati isti Agentu zajedno sa kamatom na taj iznos od datuma plaćanja do datuma prijema od Agentu, prema Agentovom obračunu u koji će biti uključeni njegovi troškovi novčanih sredstava.

(c) Ukoliko je agent spreman da stavi na raspolaganje sredstva na račun Zajmoprimca pre nego što od Zajmodavca primi ta sredstva, ako i u meri u kojoj Agent stavi sredstva na raspolaganje ali potom ne primi ista sredstva od Zajmoprimca koja je on uplatio Zajmoprimcu:

(i) Agent će obavestiti Zajmoprimca o identitetu tog Zajmodavca i Zajmoprimac će na zahtev refundirati taj iznos Agentu; i

(ii) Zajmodavac čija sredstva su trebala da budu stavljena na raspolaganje ili ukoliko je Zajmodavac propustio to da uradi, Zajmoprimac će na zahtev isplatiti dati iznos Agentu (kako je potvrđeno od strane Agentu) čime će se Agent obešteti za sve troškove finansiranja koje je snosio kao rezultat isplate date sume pre prijema sredstva od strane Zajmodavca.

26.5 Delimično plaćanje

(a) Ako Agent primi plaćanje koje je nedovoljno da se izmire svi iznosi koji su u tom momentu plativi i dospeli od strane Zajmoprimca po osnovu Dokumentata o finansiranju, ili ako Agent primi prevremenu otplatu Zajma u skladu sa stavom 7.3 (*Komercijalni ugovor*), stavom 7.4 (*Obavezna prevremena otplata – Događaj pokretača sankcija*) i stavom 7.7 (*Dobrovoljna prevremena otplata zajma*), Agent će primeniti to plaćanje na obaveze Zajmoprimca po Dokumentu o finansiranju sledećim redosledom:

(i) kao prvo, plaćanje srazmerno bilo kom neplaćenom iznosu koji duguje Agentu ili ovlašćenom glavnom aranžeru prema Dokumentima o finansiranju;

(ii) kao drugo, plaćanje srazmerno bilo kojoj naplaćenju kamati, taksi ili proviziji koja je dospela, ali nije plaćena prema ovom Ugovoru;

(iii) treće, plaćanje srazmerno bilo kojoj glavnici dospela, a neplaćene po ovom Ugovoru; i

(iv) četvrto, plaćanje srazmerno bilo kojoj drugoj sumi koja je dospela, a nije isplaćena prema Dokumentima o finansiranju.

(b) Agent će, ako mu to naloži Zajmodavac, izmeniti redosled predviđen u gore navedenom stavu (a) od (ii) do (iv) iznad.

(c) Gore navedeni stavovi (a) i (b) imaju prvenstvo nad bilo kojom aproprijacijom uplata koje Zajmoprimac može imati.

26.6 **Bez poravnanja od strane Zajmoprimca**

Sva plaćanja koja treba da izvrši Zajmoprimac po osnovu Dokumenta o finansiranju biće obračunata i izvršena bez (i oslobodjena i čista od svakog odbitka) poravnanja ili protivpotraživanja.

26.7 **Radni dan**

(a) Svako plaćanje po osnovu Dokumenta o finansiranju koje dospeva na izvršenje na dan koji nije Radni dan biće izvršeno sledećeg Radnog dana istog kalendarskog meseca (ukoliko postoji) ili prethodnog Radnog dana (ukoliko ne postoji).

(b) Tokom bilo kog produžetka roka dospeća za plaćanje bilo koje glavnice ili Neplaćene sume po osnovu ovog Ugovora, kamata je plativa na glavnici ili Neplaćen iznos po stopi plativoj na prvobitni datum dospeća.

26.8 **Valuta računa**

(a) U skladu sa stavovima (b) i (c) u daljem tekstu, Valuta kreditnog aranžmana je valuta obračuna i plaćanja svakog iznosa koji dospeva i koji Zajmoprimac duguje po osnovu bilo kog Dokumenta o finansiranju.

(b) Svako plaćanje u pogledu troškova, izdataka ili Poreza biće izvršeno u valuti u kojoj su troškovi, izdaci i Porezi nastali.

(c) Bilo koji iznos iskazan i plativ u valuti koja nije Valuta kreditnog aranžmana biće plativ u toj drugoj valuti.

26.9 **Promena valute**

(a) Osim ako nije zakonom zabranjeno, ukoliko centralna banka bilo koje zemlje priznaje više od jedne valute ili valutne jedinice istovremeno kao zakonsku valutu te zemlje, onda će:

(i) svako pozivanje u Dokumentima o finansiranju na, i sve obaveze nastale po Dokumentima o finansiranju u valuti te države biti

preračunate ili plaćene u valutu ili valutnu jedinicu te zemlje koju naznači Agent (nakon konsultacija sa Zajmoprimcem); i

(ii) svaki preračun iz jedne valute ili valutne jedinice u drugu biće po zvaničnom valutnom kursu centralne banke za konverziju te valute ili valutne jedinice u drugu, zaokruženo na viši ili niži iznos od strane Agenta (koji postupa sa dužnom pažnjom).

(b) Ukoliko dođe do promene bilo koje valute u zemlji, ovaj Ugovor će, u meri u kojoj to Agent odredi kao neophodno (postupajući sa dužnom pažnjom i u konsultacijama sa Zajmoprimcem) biti izmenjen radi usaglašavanja sa opšte prihvaćenim pravilima i tržišnom praksom na Relevantnom tržištu kako bi odražavao promenu valute.

26.10 **Prekid rada platnih sistema, itd.**

Ako bilo koji Agent utvrdi (po vlastitoj diskreciji) da je došlo do Prekida rada ili ako Zajmoprimac obavesti Agenta da je došlo do Prekida rada:

(a) Agent može, i to će i učiniti ako Zajmoprimac to od njega traži, da se konsultuje sa Zajmoprimcem radi dogovora o promenama rada ili upravljanju Kreditnim aranžmanom koje Agent smatra potrebnim u datim okolnostima;

(b) Agent nije dužan da se konsultuje sa Zajmoprimcem u vezi sa bilo kakvim promenama pomenutim u gore navedenom stavu (a) ako, po njegovom mišljenju, to nije izvodljivo u datim okolnostima i, u svakom slučaju, nema obavezu da se saglasi sa tim promenama;

(c) Agent može da se konsultuje sa Finansijskim stranama kreditnog aranžmana u vezi sa bilo kojom promenom iz stava (a), ali nije u obavezi da to uradi, ako, po njegovom mišljenju, to nije izvodljivo u datim okolnostima;

(d) svaka takva promena dogovorena između Agenta i Zajmoprimca (bez obzira da li je konačno utvrđeno da je došlo do Prekida rada) biće obavezujuća za sve Strane kao amandman na (ili u zavisnosti od slučaja odricanja od) uslove Dokumentata o finansiranju, ne dovodeći u pitanje odredbe Klauzulom 32 (*Amandmani i odricanje*);

(e) Agent neće biti odgovoran ni za kakve naknade štete, troškova ili gubitaka bilo kom licu, umanjeње vrednosti ili bilo kakvu odgovornost (nepažnju, grubu nepažnju ili bilo koju drugu kategoriju odgovornosti, ali ne uključujući tužbe zbog prevare Agenta) koja je nastala kao rezultat preduzimanja ili nepreduzimanja bilo koje radnje u skladu sa ili u vezi Klauzule 26.10; i

(f) Agent će obavestiti Strane kreditnog aranžmana o svim promenama dogovorenim u skladu sa gore navedenim stavom (d).

27. **PORAVNANJE**

Strana kreditnog aranžmana kreditnog aranžmana može poravnati bilo koju dospelu obavezu Zajmoprimca po osnovu Dokumentata o finansiranju (u meri u kojoj su u stvarnom vlasništvu ove finansijske strane) sa bilo kojom obavezom dospelom koju ta Strana kreditnog aranžmana duguje Zajmoprimcu, bez obzira na mesto plaćanja, poslovnicu koja obavlja knjiženje ili valutu bilo koje obaveze. Ako su obaveze u različitim valutama, Strana kreditnog aranžmana će konvertovati bilo koju obavezu po tržišnom kursu u redovnom toku poslovanja za potrebe poravnanja.

28. **OBAVEŠTENJA**

28.1 **Pismena obaveštenja**

Svaka komunikacija koja se obavlja po osnovu ili u vezi sa Dokumentima o finansiranju mora biti u pisanoj formi i, osim ako nije drugačije precizirano, mora se dostaviti faksom ili pismom.

28.2 **Adrese**

Adresa i/ili broj faksa (i sektor i lice, ukoliko postoje, kojima će komunikacija biti upućena) svake Strane za potrebe bilo kakve komunikacije ili dokumenta koji treba da se sačini ili dostavi po osnovu ili u vezi Dokumentata o finansiranju su:

- (a) u slučaju Zajmoprimca, oni navedeni ispod njegovog imena;

**REPUBLIKA SRBIJA KOJU ZASTUPA MINISTARSTVO
FINANSIJA**

Adresa: Pop Lukina 7-9, 11000 Beograd, Srbija

Broj faksa: +381 11 2629055

N.r.: Ana Tripović

Odeljenje: Ministarstvo finansija – Uprava za javni dug

Kontakt telefon: +381 11 3202461

- (b) u slučaju svakog Zajmodavca, oni o kojima će Agent biti obavešten u pisanoj formi na dan ili pre dana kada postane Strana;

BANK OF CHINA LIMITED HUNGARIAN BRANCH

Adresa: H-1051 Budimpešta, József nádor tér 7, Mađarska

Broj faksa: +36 1 429 9290

N.r.: Sheng Danting

Odeljenje: Corporate Banking Department

Kontakt telefon: +36 1 429 9393

Email adresa: danting.sheng@bankofchina.hu

- (c) u slučaju Agenta, koji je identifikovan svojim imenom ispod;

BANK OF CHINA LIMITED HUNGARIAN BRANCH

Adresa: H-1051 Budimpešta, József nádor tér 7, Mađarska

Broj faksa: +36 1 429 9290

Napomena: Sheng Danting

Odeljenje: Corporate Banking Department

Kontakt telefon: +36 1 429 9393

Email adresa: danting.sheng@bankofchina.hu

ili bilo koju zamensku adresu ili broj faksa ili odeljenja ili službenika o čemu Strana može obavestiti Agenta (ili Agent može obavestiti druge Strane, ako Agent izvrši promenu) najkasnije u roku od pet (5) radnih dana.

28.3 Dostavljanje

(a) Sva komunikacija ili dokumenti sačinjeni ili dostavljeni od strane jednog lica drugom po ili u vezi sa Dokumentima o finansiranju biće važeći samo:

(i) ako su poslani putem faksa, kad je primljen u čitljivom obliku; ili

(ii) ako su poslani kao pismo, kada je ono dostavljeno na odnosnu adresu ili pet (5) Radnih dana pošto je deponovano u pošti sa preplaćenom poštarinom u koverti adresiranoj na tu adresu, a ukoliko je određen sektor ili službenik naznačen kao deo pojedinosti adrese date u Klauzuli 28.2 (Kontakt podaci), ako su upućene tom sektoru ili službeniku.

(b) Svaka komunikacija koju treba obaviti ili dokument koji treba dostaviti Agentu imaju dejstvo samo od momenta kad ih Agent stvarno primi a tada samo ako je označeno da su upućeni na pažnju sektora ili službenika navedenih uz potpis Agenta na stranici za potpis Agenta (ili bilo kog zamenskog sektora ili zamenskog službenika koje će u te svrhe Agent odrediti).

(c) Sva obaveštenja od ili prema Zajmoprimcu biće dostavljena preko Agenta.

(d) Smatraće se da sva komunikacija i dokumenta koja postanu efektivna, u skladu sa stavovima (a) - (c) nakon 17:00 sati u mestu prijema, postaju efektivna sledećeg Radnog dana.

28.4 Obaveštenje o kontakt podacima

Odmah nakon promene adrese ili broja faksa, Agent će o tome obavestiti druge Strane

28.5 Elektronska komunikacija

(a) Svaka komunikacija između bilo koje dve Strane po osnovu ili u vezi s Dokumentima o finansiranju može biti realizovana putem elektronske pošte ili drugih elektronskih sredstava (uključujući ali ne ograničavajući se na postavljanje istih na bezbednu internet stranicu) ukoliko te dve Strane:

(i) jedna drugu međusobno obaveste u pisanoj formi o adresi za potrebe elektronske komunikacije i/ili bilo kojoj drugoj informaciji potrebnoj kako bi se omogućila razmena tim sredstvom; i

(ii) jedna drugu međusobno obaveste o svim promenama adrese ili bilo kojih drugih informacija najmanje pet (5) Radnih dana unapred.

(b) Svaka elektronska komunikacija navedena u stavu (a) između Zajmoprimca i Strana kreditnog aranžmana može se realizovati

isključivo na način koji je između te dve Strane dogovoren i osim i sve dok ne obaveste o suprotnom, to predstavlja prihvatljiv vid komunikacije.

(c) Takva elektronska komunikacija opisana u stavu (a) između bilo koje dve Strane biće efektivna samo kada je stvarno primljena (ili dostupna) u čitljivoj formi, a u slučaju bilo koje elektronske komunikacije koju Strana upućuje Agentu samo kada je adresirana na način koji će u tu svrhu odrediti Agent.

(d) Smatraće se da svaka elektronska komunikacija postaje efektivna u skladu sa gore navedenim stavom (c), posle 17:00 sati u mestu u kome Strana kojoj je relevantna komunikacija poslata ili učinjena dostupnom, ima adresu za potrebe ovog Ugovora postaje efektivna sledećeg dana.

(e) Svako upućivanje u Dokumentima o finansiranju na komunikaciju koja se šalje ili prima biće koncipirana tako da obuhvati komunikaciju raspoloživu u skladu sa Klauzulom 28.5.

28.6 **Engleski jezik**

(a) Svako obaveštenje dato po ili u vezi sa bilo kojim Dokumentom o finansiranju mora biti na engleskom jeziku.

(b) Svi ostali dokumenti dostavljeni po ili u vezi sa bilo kojim Dokumentom o finansiranju moraju biti:

(i) na engleskom jeziku; ili

(ii) ukoliko nisu na engleskom, a Agent to zahteva, moraju biti praćeni overenim prevodom na engleski i, u tom slučaju, engleski prevod će imati pretežnu važnost, osim ako je dokument:

(A) ustavni, statutarni ili drugi službeni dokument; ili

(B) polisa Sinasure ili drugi dokument koji izdaje osiguravajuća kompanija Sinasure pod ili u vezi sa polisom Sinasure.

29. **OBRAČUNI I POTVRDE**

29.1 **Poslovne knjige**

U svakom sporu ili postupku arbitraže koji proističe iz ili je vezan za Dokumente o finansiranju, evidentirane transakcije u poslovnim knjigama koje vode Strane kreditnog aranžmana predstavljaju *nesumnjiv* dokaz o pitanjima na koja se odnose.

29.2 **Potvrde i odluke**

Svaka potvrda ili odluka Strane kreditnog aranžmana stope ili iznosa prema bilo kom Dokumentu o finansiranju je, u odsustvu očigledne greške, konačan dokaz o pitanjima na koja se odnosi.

29.3 **Pravilo o utvrđivanju broja dana**

Svaka kamata, provizija ili naknada koja se obračunava po osnovu Dokumentata o finansiranju obračunavaće se iz dana u dan na bazi stvarno proteklih dana i godine od tri stotine šezdeset (360) dana ili, u svakom slučaju kada se praksa relevantnog tržišta razlikuje, onda u skladu sa praksom tog tržišta.

30. **DELIMIČNA NIŠTAVNOST**

Ukoliko, u bilo kom trenutku, bilo koja odredba Dokumentata o finansiranju bude ili postane nezakonita, nevažeća ili nemoguća za sprovođenje u bilo kom pogledu po bilo kom pravu u bilo kojoj nadležnosti, to ni na koji način neće uticati na zakonitost, validnost niti mogućnost sprovođenja ostalih odredaba kao ni zakonitost, validnost niti mogućnost sprovođenja takvih odredaba po zakonu bilo koje druge nadležnosti.

31. **PRAVNI LEKOVI I ODRICANJA**

Nijedan propust, niti bilo kakvo kašnjenje u ostvarivanju, od strane bilo koje Finansijske strane, bilo kog prava ili pravnog leka iz Dokumentata o finansiranju neće delovati kao odricanje od bilo kog takvog prava ili pravnog leka ili predstavljati izbor za potvrđivanje bilo kog Dokumenta o finansiranju. Nijedan izbor za potvrđivanje bilo kog Dokumenta o finansiranju od strane bilo koje finansijske strane neće biti efikasan osim ako nije u pisanoj formi. Nijedno jedno ili delimično korišćenje bilo kog prava ili pravnog leka neće sprečiti bilo koje dalje ili drugo korišćenje ili korišćenje bilo kog drugog prava ili pravnog leka. Prava i pravni lekovi navedeni u svakom Dokumentu o finansiranju su kumulativna i ne isključuju bilo kakva prava ili pravne lekove predviđene zakonom.

32. **AMANDMANI I ODRICANJA**

32.1 **Obavezna odobrenja**

(a) U skladu sa Klauzulom 32.2 (*Svi Zajmodavci*) i Klauzulom 32.3 (*Druga izuzeća*) svaka odredba Dokumentata o finansiranju može biti izmenjena ili je od nje moguće odustati samo uz saglasnost Većinskih zajmodavaca i Zajmoprimca, a svaka takva izmena ili odustajanje biće obavezujući za sve Strane.

(b) Agent može izvršiti, u ime bilo koje Strane kreditnog aranžmana, bilo koju izmenu i dopunu i odricanje dozvoljeno prema Klauzuli 32.

32.2 **Svi Zajmodavci**

U skladu sa Klauzulom 32.4 (*Zamena Kotirane stope*), ismene i dopune ili odricanje od bilo kog uslova Dokumentata o finansiranju menja ili se odnosi na:

- (a) Definiciju „Većinski zajmodavci“ u Klauzuli 1.1 (*Definicije*);
- (b) produženje datuma plaćanja bilo kog iznosa prema Dokumentima o finansiranju;
- (c) umanjenje Marže ili umanjenje iznosa bilo kog plaćanja glavnice, kamate, naknade ili provizije koji su plativi;
- (d) promenu valute plaćanja bilo kog iznosa prema Dokumentima o finansiranju;
- (e) promenu Zajmoprimca;
- (f) odredbe kojima se izričito zahteva odobrenje Zajmodavaca; ili

- (g) Klauzulu 2.2 (*Prava i obaveze Strana kreditnog aranžmana*), Klauzulu 7.1 (*Nezakonitost*), Klauzulu 7.2 (*Sinosure Osigurani Slučaj*), Klauzulu 7.10 (*Primena prevremenog plaćanja*), Klauzulu 21 (*Promene zajmodavaca*), Klauzulu 25 (*Preraspodela među Stranama kreditnog aranžmana*), ovu Klauzulu 32, Klauzulu 36 (*Merodavno pravo*) ili Klauzulu 37 (*Arbitraža*),

Neće biti izvršene bez prethodne saglasnosti Zajmodavaca.

32.3 Druga izuzeća

Izmene i dopune ili odreknuća koje se odnose na prava i obaveze Agentu, ili Ovlašćenog Glavnog Aranžera ili Referentnu banku (svako u svojoj funkciji) ne mogu biti izvršene bez saglasnosti Agentu, Ovlašćenog Glavnog Aranžera ili Referentne banke, u zavisnosti od slučaja.

32.4 Zamena Kotirane stope

(a) U skladu sa Klauzulom 32.3 (*Druga izuzeća*), ako dođe do Slučaja zamene Kotirane stope u vezi sa bilo kojom Kotiranjem stopom za valutu koja može biti odabrana za potrebe Kredita, izmene i dopune i odricanja koja se odnose na:

(i) obezbeđivanje korišćenja Supstitutivne stope za potrebe te valute umesto Kotirane stope; i

(ii)

(A) usklađivanje odredaba svih Dokumentata o finansiranju sa upotrebom te Supstitutivne stope;

(B) omogućavanje korišćenja te Supstitutivne stope za potrebe kalkulacije kamate po osnovu ovog Ugovora (uključujući, ali ne ograničavajući se, na sve naknadne izmene potrebne kako bi se omogućilo da se ta Supstitutivna stopa koristi za potrebe ovog Ugovora);

(C) sprovođenje tržišnih konvencija primenjivih na tu Supstitutivnu stopu;

(D) obezbeđivanje adekvatnih alternativnih fallback odredbi (i onih koje se odnose na poremećaje tržišta) za potrebe te Supstitutivne stope; ili

(E) usklađivanje cena u cilju smanjenja ili eliminisanja, u razumnoj izvodljivoj meri, transfera ekonomske vrednosti sa jedne Strane na drugu kao rezultat primene te Supstitutivne stope (i ako je Relevantno regulatorno telo zvanično koncipiralo, utvrdilo ili preporučilo bilo koje usklađivanje ili metod obračuna usklađivanja, usklađivanje će se tada utvrditi na osnovu tog koncipiranog, utvrđenog ili preporučenog modela),

mogu se izvršiti uz saglasnost Agentu (koji postupa po instrukcijama Većinskih zajmodavaca) i Zajmoprimca.

(b) Ako bilo koji Zajmodavac ne odgovori na zahtev za izmenu ili odricanje opisan u stavu (a) iznad u roku od 15 radnih dana (ili takvog dužeg vremenskog perioda u odnosu na bilo koji zahtev sa kojim se Zajmoprimac i Agent mogu složiti) postavljanja takvog zahteva:

(i) njegova Angažovana sredstva neće biti uključena u svrhu izračunavanja Ukupnih angažovanih sredstava u okviru Kreditnog aranžmana prilikom utvrđivanja da li je dobijen bilo koji relevantan procenat Ukupnih angažovanih sredstava da se takav zahtev odobri; i

(ii) njegov status Zajmodavca će biti zanemaren u svrhu utvrđivanja da li je dobijena saglasnost bilo koje određene grupe zajmodavaca da se odobri takav zahtev.

33. **POVERLJIVE INFORMACIJE**

33.1 **Poverljive informacije**

Svaka Strana kreditnog aranžmana saglasna je da čuva u tajnosti sve Poverljive informacije i da ih nikome ne obelodanjuje, osim u meri dozvoljenoj u Klauzuli 33.2 (*Obelodanjivanje Poverljivih informacija*) i Klauzuli 33.3 (*Obelodanjivanje pružaocima numeričkih usluga*) i da obezbedi da sve Poverljive informacije budu zaštićene sigurnosnim merama i stepenom pažnje koju bi primenila na sopstvene poverljive informacije.

33.2 **Obelodanjivanje Poverljivih informacija**

Svaka Strana kreditnog aranžmana može obelodaniti:

- (a) svakoj svojoj Podružnici i svim svojim službenicima, direktorima, zaposlenima, savetnicima, revizorima, partnerima i Predstavnicima takve Poverljive informacije koje ta Strana kreditnog aranžmana smatra primerenim, ako je svaka osoba kojoj se Poverljive informacije daju u skladu sa stavom (a) obaveštena u pisanoj formi o njihovoj poverljivoj prirodi i da pojedine ili sve Poverljive informacije mogu biti osetljive informacije o ceni, ali ova obaveza takvog obaveštavanja neće postojati ako primalac ima profesionalnu obavezu da čuva poverljivost informacija ili je na drugi način u obavezi da čuva poverljive informacije;
- (b) svakom licu:
 - (i) koje (ili preko kog) ustupi ili prenese (ili će potencijalno ustupiti ili preneti) sva ili pojedina svoja prava i/ili obaveze prema jednom ili više Dokumentata o finansiranju ili koje je pravni sledbenik (ili koje potencijalno može biti pravni sledbenik) kao Agent, a u svakom slučaju bilo kojoj od svojih Podružnica, Zastupnicima ili stručnim savetnicima;
 - (ii) sa kojim (ili preko kog) zaključuje (ili može potencijalno da zaključí), direktno ili indirektno, podučešće ili bilo koju transakciju u vezi sa jednim ili više Dokumentata o finansiranju po kojima se vrši plaćanje ili se mogu vršiti plaćanja u vezi sa jednim ili više Dokumentata o finansiranju i/ili Zajmoprimcem, kao i bilo kojoj Podružnici, Zastupniku i stručnom savetniku;
 - (iii) koje je imenovala bilo koja Strana kreditnog aranžmana ili lice na koje se odnosi gore navedeni stav (b)(i) ili (ii) da prima prepisku, obaveštenja, informacije ili dokumentaciju koje se dostavljaju u skladu sa Dokumentima o finansiranju u njegovo ime (uključujući ali ne ograničavajući se na bilo koje lice koje je postavljeno u skladu sa stavom (b) Klauzule 23.15 (*Odnos sa Zajmodavcima*));
 - (iv) koja ulaže ili na drugi način finansira (ili bi potencijalno moglo da investira ili na drugi način da finansira), direktno ili indirektno, bilo koju transakciju koja se navodi u stavu (b)(i) ili (ii);
 - (v) kome je potrebno ili se od njega zahteva da obelodani informacije ili se obelodanjivanje traži od strana bilo kog suda nadležne nadležnosti ili bilo kog vladinog, bankarskog, poreskog ili drugog regulatornog tela ili sličnog organa, Sinosure regulacija, pravila relevantne berze ili u skladu sa bilo kojim merodavnim zakonom;
 - (vi) kome je potrebno obelodaniti informacije u vezi sa ili za potrebe parnice, arbitraže, upravnog ili drugog istražnog postupka ili spora;

(vii) koje je Strana; ili

(viii) uz saglasnost Zajmoprimca;

a u svakom slučaju, takve Poverljive informacije koje ta Strana kreditnog aranžmana smatra primerenim ako je:

- (A) u vezi sa gore navedenim stavovima (b)(i), (b)(ii) i (b)(iii), lice kome će Poverljive informacije biti date sklopilo Ugovor o poverljivosti osim ako nema obaveze sklapanja Ugovora o poverljivosti, ukoliko je primalac stručni savetnik i podleže profesionalnim obavezama čuvanja poverljivosti Poverljivih informacija;
- (B) u vezi sa gore navedenim stavovima (b)(iv), lice kome će Poverljive informacije biti date sklopilo Ugovor o poverljivosti ili je na bilo koji drugi način obavezno zahtevima koji se odnose na poverljivost a u vezi sa Poverljivim informacijama koje dobije i obavešteno da neke ili sve takve Poverljive informacije mogu biti osetljive informacije o ceni; i
- (C) u vezi sa gore navedenim stavovima (b)(v) i (b)(vi), lice kome će Poverljive informacije biti date obavešteno o poverljivoj prirodi i da neke ili sve takve Poverljive informacije mogu biti osetljive informacije o ceni, s tim što ne postoji obaveza takvog obaveštavanja, ako po mišljenju te Strane kreditnog aranžmana, to nije izvodljivo u datim okolnostima;

(c) bilo kom licu koje je imenovala taj Strana kreditnog aranžmana ili lice na koje se primenjuje gornji stav (b)(i) ili (b)(ii) za pružanje jedne ili više usluga administracije ili saldiranja za jedan ili više Dokumentata o finansiranju, uključujući ali ne ograničavajući se na trgovanje učešćima u pogledu ovog Dokumentata o finansiranju, takve Poverljive informacije koje se moraju obelodaniti kako bi se tom pružaocu usluga omogućilo da pruža usluge iz ovog stava (c), ako je pružalac usluge kome treba dati Poverljive informacije zaključio ugovor o poverljivosti suštinski u obliku Tipske izjave o poverljivosti Udruženja tržišta kredita za korišćenje sa pružiocima usluga administracije/saldiranja ili takav drugi oblik izjave o poverljivosti o kome se dogovore Zajmoprimac i ta Strana kreditnog aranžmana;

(d) svakoj rejting agenciji (uključujući njene stručne savetnike) takve Poverljive informacije za koje bi moglo biti potrebno da se otkriju kako bi se omogućilo takvoj rejting agenciji da realizuje svoje uobičajene aktivnosti vezane za Dokumentata o finansiranju i/ili Zajmoprimca, ukoliko je rejting agencija kojoj će Poverljive informacije biti date informisana o poverljivoj prirodi i da neke ili sve takve Poverljive informacije mogu biti osetljive informacije o ceni; i

(e) Osiguravajućoj kompaniji Sinasure (uključujući njegove profesionalne savetnike) takve Poverljive informacije za koje se može zahtevati da budu obelodanjene u vezi sa Sinasure Polisom ako je osiguravajuća kompanija Sinasure obaveštena o njihovoj poverljivoj prirodi i da neke ili sve takve poverljive informacije mogu biti osetljive informacije o ceni.

33.3 Obelodanjivanje pružiocima numeričkih usluga

(a) Svaka Strana kreditnog aranžmana može obelodaniti sledeće informacije bilo kojoj nacionalnoj ili međunarodnoj agenciji za dodelu brojeva koju je postavila ta Strana kreditnog aranžmana kako bi dobila numerisanje ovog Sporazuma, Kreditnog aranžmana i/ili Zajmoprimca:

- (i) ime Zajmoprimca;
- (ii) datum Ugovora;
- (iii) Klauzulu 36 (Merodavno pravo);
- (iv) ime Agent a i Aranžera;
- (v) datum svake izmene i dopune i preformulisanja ovog Ugovora;
- (vi) iznos sredstava aranžmana;
- (vii) iznos Ukupnih angažovanih sredstava;
- (viii) valutu Aranžmana;
- (ix) vrstu Aranžmana;
- (x) rangiranje Aranžmana;
- (xi) planirani datum konačne otplate Kreditnog aranžmana;
- (xii) promene prethodno datih informacija u skladu sa gore navedenim stavovima (i) – (xi); i
- (xiii) druge informacije dogovorene između Strane kreditnog aranžmana i Zajmoprimca

kako bi se omogućilo numeričkim agencijama da pruže uobičajene usluge identifikacije numeracije kredita.

(b) Strane su potvrdile i saglasile se da se svaki identifikacioni broj dodeljen ovom Ugovoru, Aranžmanu i/ili Zajmoprimcu od strane numeričke agencije i povezane informacije sa svakim takvim brojem mogu obelodaniti korisnicima tih usluga u skladu sa standardnim uslovima te numeričke agencije.

(c) Zajmoprimac izjavljuje da nijedna od informacija u gore navedenim stavovima (i) – (xii) stava (a) nije niti će biti u bilo kom trenutku neobjavljena osetljiva informacija o ceni.

33.4 Celokupan ugovor

Ova Klauzula 33 predstavlja celokupan ugovor između Strana u pogledu obaveza Strana kreditnog aranžmana prema Dokumentima o finansiranju u pogledu Poverljivih informacija i zamenjuje sve prethodne sporazume, izrečene ili implicirane, po pitanju Poverljivih informacija.

33.5 Insajderske informacije

Svaka Strana kreditnog aranžmana saglasna je da neke ili sve Poverljive informacije jesu ili mogu biti osetljive informacije o ceni i da korišćenje može biti regulisano ili zabranjeno važećim propisima uključujući i zakon o hartijama od vrednosti koji se odnosi na insajdersko poslovanje i zloupotrebu tržišta i Agent i Zajmoprimac se obavezuju da neće koristiti Stope finansiranja u bilo koje nezakonite svrhe.

33.6 Obaveštenje o obelodanjivanju

Svaka od Strana kreditnog aranžmana saglasna je (u meri u kojoj zakon i propisi to dozvoljavaju) da Zajmoprimca obavesti o:

- (a) Okolnostima obelodanjivanja Poverljivih informacija u skladu sa stavom (b)(v) Klauzule 33.2 (*Objavljivanje poverljivih informacija*), osim kada je do takvog obelodanjivanja bilo kom licu navedenom u datom stavu došlo tokom redovnog sprovođenja nadzora ili redovnih funkcija; i
- (b) po saznanju da je bilo koja Poverljiva informacija obelodanjena suprotno odredbama Klauzule 33.

34. **POVERLJIVOST STOPA FINANSIRANJA I KOTACIJE REFERENTNE BANKE**

34.1 **Poverljivost i obelodanjivanje**

- (a) Agent i Zajmoprimac saglasni su da će čuvati kao poverljive sve Stope finansiranja (i u slučaju agenta, svaku kotaciju Referentne banke) i da ih neće nikome obelodanjivati, osim u onoj meri koju dozvoljavaju stavovi (b),(c) i (d) u daljem tekstu.
- (b) Agent može obelodaniti:
 - (i) Zajmoprimcu svaku Stopu finansiranja (ali ne može, da bi se izbegla sumnja, obelodaniti bilo koju Kotaciju Referentne banke) u skladu sa Klauzulom 8.4 (*Obaveštavanje o kamatnim stopama*); i
 - (ii) bilo koju Stopu finansiranja ili bilo koju Kotaciju Referentne banke bilo kom licu koga je Agent imenovao da pruži administrativne usluge za potrebe jednog ili više Dokumentata o finansiranju u meri u kojoj je to potrebno da bi se data usluga obezbedila ukoliko je pružalac usluga kome se te informacije daju sklopio Ugovor o poverljivosti. suštinski u obliku Tipske izjave o poverljivosti Udruženja tržišta kredita za korišćenje sa pružaocima usluga administracije/saldiranja ili takav drugi oblik izjave o poverljivosti o kome se dogovore Agent i taj Zajmodavac ili Referentna banka, u zavisnosti od slučaja.
- (c) Agent može obelodaniti bilo koju Stopu finansiranja ili bilo koju Kotaciju Referentne banke i Zajmoprimac može obelodaniti bilo koju Stopu finansiranja:
 - (i) svim svojim Podružnicama i svakom od njenih ili njihovih službenika, direktora, zaposlenih, stručnih savetnika, revizora, partnera ili Predstavnika ako je to lice kome Stopa finansiranja treba da se obelodani u skladu sa ovim stavom (i) informisana u pisanoj formi o poverljivoj prirodi Stope finansiranja i činjenici da to može biti osetljiva informacija o ceni; takva obaveza obaveštavanja neće postojati ukoliko je primalac podložan profesionalnoj obavezi čuvanja poverljivih informacija o toj Stopi finansiranja ili je na drugi način u obavezi čuvanja poverljivosti tog podatka;
 - (ii) svakom licu koje mora ili od koga se to traži od strane bilo kog suda u nadležnoj nadležnosti ili od strane bilo koje državne, bankarske, poreske ili druge regulatorne institucije ili sličnog tela, pravila berze ili u skladu sa bilo kojim merodavnim zakonom ili propisom ukoliko je to lice kome se Stopa finansiranja ili Kotacija Referentne banke obelodanjuje obavešteno u pisanoj formi o poverljivoj prirodi i činjenici da to mogu biti osetljive informacije o ceni, ali neće postojati takva obaveza obaveštavanja kada po mišljenju Agenta ili Zajmoprimca, u zavisnosti od slučaja, to nije u datim okolnostima izvodljivo;

- (iii) svakom licu kome je potrebno otkriti informacije u vezi sa i u svrhe bilo koje parnice, arbitraže, administrativne ili druge istrage, postupka ili spora, ako je osoba kojoj treba dati tu Stopu finansiranja ili Kotaciju Referentne banke informisana u pisanoj formi o poverljivoj prirodi i činjenici da su možda u pitanju osetljive informacije o ceni, ali neće postojati takva obaveza obaveštavanja kada po mišljenju Agenta ili Zajmoprimca, u zavisnosti od slučaja, to nije u datim okolnostima izvodljivo; i
 - (iv) svakoj osobi uz odgovarajuću saglasnost Zajmodavca ili Referentne banke, u zavisnosti od slučaja.
- (d) Obaveze Agenta u ovoj Klauzuli 34 koje se odnose na Kotacije Referentne banke ne dovode u pitanje njegove obaveze da daje obaveštenja prema Klauzuli 8.4 (*Obaveštenje o kamatnim stopama*) **pod uslovom da** (osim u skladu sa stavom (b)(i) iznad) Agent neće uključivati detalje bilo koje pojedinačne Kotacije Referentne banke kao deo takvog obaveštenja

34.2 Povezane obaveze

(a) Agent i Zajmoprimac su saglasni da svaka Stopa finansiranja (i u slučaju Agenta, svaka Kotacija Referentne banke) predstavlja ili može predstavljati osetljive informacije o ceni i da njeno korišćenje može biti regulisano ili zabranjeno važećim propisima uključujući i zakon o hartijama od vrednosti koji se odnosi na insajdersko poslovanje i zloupotrebu tržišta i Agent i Zajmoprimac se obavezuju da neće koristiti Stope finansiranja, ili u slučaju Agenta, bilo koju Kotaciju Referentne banke u bilo koje nezakonite svrhe.

(b) Agent i Zajmoprimac su saglasni da će (u meri u kojoj to dozvoljava zakon i propisi) relevantnog Zajmodavca i Referentnu banku obavestiti o:

(i) okolnostima svakog obelodanjivanja u skladu sa stavom (c)(ii) Klauzule 34.1 (*Poverljivost i obelodanjivanje*) osim ako je obelodanjeno licima iz tog stava tokom redovnog sprovođenja nadzora ili redovnih funkcija; i

(ii) o saznanjima da su bilo koje informacije obelodanjene čime se krši Klauzula

34.3 Nije nastupio slučaj neispunjenja obaveza

Nije nastupio slučaj neispunjenja obaveza prema Klauzuli 20.2 (*Druge obaveze*) usled isključivog propusta Zajmoprimca da ispuni odredbe Klauzule 34.

35. PRIMERCİ

Dokumenti o finansiranju mogu biti potpisani u bilo kom broju primeraka, što će imati isto dejstvo kao da su potpisi stavljeni na jedan jedini primerak Dokumentata o finansiranju.

36. MERODAVNO PRAVO

Na ovaj Ugovor (uključujući i odredbe iz Klauzule 37 (*Arbitraža*) i sve neugovorne obaveze koje proističu iz ovog Ugovora ili su sa njim u vezi, primenjivaće se pravo Engleske.

37. ARBITRAŽA

37.1 Arbitraža

Svi sporovi koji proističu iz Ugovora ili su sa njim u vezi, uključujući sporove u pogledu postojanja, važenja ili prestanka ovog Ugovora ili bilo koje neugovorne obaveze koja proističe iz Ugovora ili je sa njim u vezi (u daljem tekstu "**Spor**") upućuju se i biće konačno rešeni na arbitraži u skladu sa Pravilima arbitraže

Londonskog suda međunarodne arbitraže (“**LCIA**”) za koje se smatra da su uključene referencom u ovu Klauzulu.

37.2 Formiranje arbitražnog veća, sedište i jezik arbitraže

(a) Arbitražno veće sastoji se od tri arbitra. Tužilac i tuženi imenuju po jednog arbitra. Trećeg arbitra, koji će biti i predsedavajući, imenuju arbitri koje su imenovale Stran u roku od 30 dana od dana njihovog poslednjeg imenovanja.

(b) Sedište arbitraže (a) biće London, Engleska.

(c) Jezik arbitraže biće engleski.

37.3 Sudsko rešavanje sporova

Za potrebe arbitraže u skladu sa Klauzulom 39 (*Arbitraža*), Strane se odriču prava na zahtev za utvrđivanje preliminarnog pravnog osnova ili na žalbu na utvrđeni pravni osnov u skladu sa članovima 45 i 69 Zakona o arbitraži iz 1996. godine

37.4 Uručenje

Bez uticaja na bilo koji drugi oblik uručenja dopuštenim po bilo kom merodavnom pravu, Zajmoprimac:

- (a) neopozivo imenuje njegovu ekselenciju Ambasadora Srbije (čija je adresa na datum zaključenja ovog Ugovora 28 Belgrave Square, London SW1X 8QB, United Kingdom za svog agenta za uručenje u vezi bilo kog postupka pred sudovima u Engleskoj za bilo koji Dokument o finansiranju; i
- (b) je saglasan da propuštanje agenta za uručenje da obavesti Zajmoprimca o postupku neće uzrokovati poništenje predmetnog postupka.

37.5 Odricanje od imuniteta

(a) U skladu sa stavom (b) u nastavku, ako u bilo kojoj nadležnosti u kojoj se spor vodi u vezi sa bilo kojim Dokumentom o finansiranju, Zajmoprimac ima ovlašćenje da zahteva za sebe ili svoje preimućstvo imunitet od tužbe ili izvršenja ili drugog pravnog procesa ili ako sud može po sopstvenom nahođenju da dodeli takav imunitet Zajmoprimcu ili njegovom preimućstvu, Zajmoprimac se ovim neopozivo i bezuslovno odriče i obavezuje se da neće preduzeti bilo kakve korake da potvrdi ili zatraži takav imunitet. Zajmoprimac se ovim slaže u vezi sa takvim Sporom na davanje bilo kakvog naloga ili oslobađanja, ili pitanje bilo kog procesa, protiv njega ili njegovog preimućstva, uključujući, ali ne ograničavajući se na bilo koju tužbu, nadležnost bilo koje arbitražne institucije ili arbitražnog suda, presudu, arbitražna odluka, dostavljanje postupka njoj ili bilo kom agentu, izvršenje presude, izvršenje arbitražne odluke, prebijanje, zaplena pre presude i/ili zaplena kao pomoć izvršenju.

(b) Bez obzira na bilo koju od odredbi ove klauzule 37.5 (*Odricanje od imuniteta*), Zajmoprimac se ne odriče imuniteta u pogledu bilo koje sadašnje ili buduće (i) „prostorije misije“ kako je definisano u Bečkoj konvenciji o diplomatskim odnosima potpisanoj 1961. godine, (ii) „konzularne prostorije“ kako je definisano u Bečkoj konvenciji o konzularnim odnosima potpisanoj 1963. godine, (iii) sredstva koja ne mogu biti u trgovini, (iv) vojna imovina ili vojna sredstva i zgrade, oružje i oprema namenjena za odbranu, državnu i javnu bezbednost, (v) potraživanja čija je ustupanost ograničena zakonom, (vi) prirodna bogatstva, stvari zajedničke upotrebe, mreže u javnoj svojini, slivno zemljište i vodni objekti u javnoj svojini, zaštićeno prirodno nasleđe u javnoj svojini i kulturno nasleđe u javnoj svojini, (vii) nepokretnosti u javnoj svojini koje, delimično ili u celini, koriste organi Srbije, autonomne pokrajine ili lokalne samouprave u cilju ostvarivanja svojih prava i dužnosti, (viii) akcije i udele države, autonomne pokrajine ili lokalne

samouprave u preduzećima i javnim preduzećima, osim ako je relevantno lice dalo saglasnost za uspostavljanje zaloga nad tim akcijama ili udelima, (ix) pokretna ili nepokretna imovina zdravstvene ustanove, osim ako je hipoteka uspostavljena na osnovu odluke Vlade Srbije ili (x) druga imovina izuzeta od izvršenja zakonom ili međunarodnim ugovorima.

Ovaj Ugovor zaključen je na datum naveden na početku ovog Ugovora.

PRILOG 1**PRVOBITNI ZAJMODAVAC**

Ime Prvobitnog zajmodavca	Angažovana sredstva
Bank of China Limited Hungarian Branch	203.400.928 EUR
Ukupna angažovana sredstva	203.400.928 EUR

PRILOG 2**PREDUSLOVI ZA INICIJALNO KORIŠĆENJE SREDSTAVA****1. ZAJMOPRIMAC I IZVOĐAČ**

- (a) Overeni primerci sledećeg:
- (i) dokaz da je Vlada Republike Srbije donela Zaključak (i) kojim se usvaja osnova za pregovore i konačni nacrt ovog Ugovora i (ii) kojim se ovlašćuje ministar finansija Republike Srbije da potpiše ovaj Ugovor u ime i za račun Zajmoprimca;
 - (ii) Zakon kojim se odobrava ovaj Ugovor je usvojen od strane Skupštine Republike Srbije i objavljen je u Službenom glasniku Republike Srbije i rok za stupanje zakona na snagu je istekao; i
 - (iii) dokaz da je zaduživanje po ovom Ugovoru propisno registrovano u NBS u skladu sa zakonima Republike Srbije.
- (b) Potvrda ministra finansija Srbije:
- (i) u kojoj se navodi puno ime, funkcija i svojeručni potpis svakog predstavnika Zajmoprimca koji je ovlašćen da potpiše, u ime Zajmoprimca, ovaj Ugovor i sve dokumente koje Zajmoprimac treba da dostavi u skladu sa Dokumentima o finansiranju; i
 - (ii) kojom se potvrđuje da je svaki primerak koji se daje u skladu sa ovim Prilogom 2 (*Preduslovi za inicijalno korišćenje sredstava*) potpun, istinit i u punoj snazi i efektu.
- (c) Potvrda ministra finansija kojom se potvrđuje da:
- (i) svi iznosi koje Zajmoprimac plaća prema Dokumentima o finansiranju tokom finansijske godine su (za one koji se plaćaju u 2022. godini) u okviru budžeta koji je Srbija odobrila za finansijsku 2022. godinu ili će biti (za one koji se plaćaju nakon 2022. godine) u okviru budžeta koji je odobrila Republika Srbija za svaku narednu finansijsku godinu dok se Kreditneopozivo u potpunosti otplati zajedno sa dokazom da je zaduživanje Zajmoprimca po ovom Ugovoru uredno predviđeno Zakonom o budžetu Republike Srbije za 2022. godinu; i
 - (ii) korišćenje Kredita ne bi prekršilo nikakva ograničenja njegovih ovlašćenja za zaduživanje ili ovlašćenja za zaduživanje bilo koje agencije preko koje Zajmoprimac deluje.

2. IZVOĐAČ

- (a) Potvrda ovlašćenog potpisnika Izvođača (sa priloženim pečatom kompanije Izvođača):
- (i) u kojoj se navodi puno ime, funkcija i svojeručni potpis svakog predstavnika Izvođača ovlašćenog da potpiše i izvrši, u ime Izvođača, Komercijalni ugovor, Sertifikat o Izvođaču i sve dokumente koje Izvođač treba da dostavi u skladu sa Dokumentima o finansiranju; i
 - (ii) u kojoj se potvrđuje da su svi dokumenti koje je Izvođač dostavio u skladu sa Dokumentima o finansiranju tačni, potpuni, ažurni i na njih se može osloniti do datuma koji nije pre datuma ovog Ugovora.

3. PRAVNA MIŠLJENJA

- (a) Pravno mišljenje Majera Brauna, pravnog savetnika Ovlašćenog glavnog aranžera i Agenta u Engleskoj, u vezi sa Dokumentima o finansiranju regulisanim engleskim zakonom i suštinski u obliku koji je dostavljen Prvobitni zajmodavac pre potpisivanja ovog Ugovora.

- (b) Pravno mišljenje advokatske kancelarije Milošević, pravnog savetnika Ovlašćenog glavnog aranžera i Agentu, u vezi sa zakonima Srbije, suštinski u obliku koji je dostavljen Prvobitnom zajmodavcu pre potpisivanja ovog Ugovora.
- (c) Pravno mišljenje JunHe LLP, pravnog savetnika Ovlašćenog glavnog aranžera i Agentu, u vezi sa zakonima NR Kine, suštinski u obliku koji je dostavljen Prvobitnom zajmodavcu pre potpisivanja ovog Ugovora.
- (d) Pravno mišljenje Ministarstva pravde Republike Srbije, u suštinskom obliku koji je dat u Prilogu 9 (*Obrazac pravnog mišljenja Ministarstva pravde Zajmoprimca*).

4. DOKUMENTI O FINANSIRANJU

Svaki Dokument o finansiranju su Strane propisno izvršile i dostavile ga Agentu.

5. DRUGA DOKUMENTA I DOKAZI

- (a) Sinosure osiguranje, u obliku i sadržaju koji je zadovoljavajući za Zajmodavce, propisno izdato od strane osiguravajuće kompanije Sinosure i dokaz da su ispunjeni svi uslovi koji prethode njegovoj efektivnosti.
- (b) Obaveštenje od osiguravajuće kompanije Sinosure da je Sinosure osiguranje stupilo na snagu u obliku i sadržaju koji su zadovoljavajući za Zajmodavce.
- (c) Dokaz da je osiguravajuća kompanija Sinosure primila Sinosure premiju koja se plaća u skladu sa Sinosure osiguranjem.
- (d) Dokaz da je Izvođač primio uplatu Avansnog plaćanja u potpunosti.
- (e) Overena kopija izjave Izvođača (sa priloženim pečatom kompanije Izvođača) koju je izdao Izvođač u kojoj se navode imena, funkcije i svojeručni potpisi predstavnika Izvođača koji su propisno ovlašćeni od strane Izvođača da potpišu Sertifikat o Izvođaču.
- (f) Overena kopija Komercijalnog ugovora koji su propisno potpisale strane i dokaz da je Komercijalni ugovora stupio na snagu.
- (g) Dokaz da je bilo koji procesni agent naveden u Klauzuli 37.4 (Uručenje) prihvatio svoje imenovanje.
- (h) Kopija izjave koju su izdali Zajmoprimac i EPC Izvođač kojom se izražava saglasnost da sarađuju sa Agentom na naknadnoj evaluaciji Projekta.
- (i) Kopija bilo kog drugog Ovlašćenja ili drugog dokumenta, mišljenja ili uverenja za koje Agent razumno smatra da su neophodni ili poželjni (ako je o tome obavestio Zajmoprimca) u vezi sa stupanjem i izvršenjem transakcija predviđenih bilo kojim Dokumentom o finansiranju ili u vezi sa validnosti i primenljivosti bilo kog Dokumenta o finansiranju.
- (j) Dokaz da su naknade, troškovi i izdaci Zajmoprimca koji tada dospevaju u skladu sa Klauzulom 11 (Naknade), Klauzulom 12.4 (Poreski kredit) i Klauzulom 16 (Troškovi i izdaci) plaćeni ili će biti plaćeni do prvog Datuma korišćenja sredstava.
- (k) Bilo koja informacija i dokaz koji zahteva bilo koja Finansijska strana u vezi sa Zajmoprimcem, a koji je neophodan da omogući toj Finansijskoj strani da ispoštuje svoje procedure protiv pranja novca ili zahteva „upoznaj svog klijenta“.

PRILOG 3**ZAHTEV ZA KORIŠĆENJE SREDSTAVA**

Od: Republika Srbija, koju zastupa Vlada Republike Srbije postupajući preko
Ministarstva finansija

Za: [Agent]

Datum:

Poštovani,

Ugovor o kreditnom aranžmanu u iznosu od EUR 203,400,928 od [●] 2022. godine zaključen između Republike Srbija koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, kao Zajmoprimca, Bank of China Srbija A.D. Beograd kao Ovlašćenog glavnog aranžera i Bank of China Limited Hungarian Branch kao Agentu i Prvobitnog zajmodavca (u daljem tekstu:"Ugovor")

1. Pozivamo se na Ugovor. Ovo je Zahtev za korišćenje sredstava. Termini definisani u Ugovoru imaju isto značenje u ovom Zahtevu za korišćenje sredstava osim ukoliko im nije dato drugo značenje u ovom Zahtevu za korišćenje sredstava.
2. Želimo da nam se odobri Kredit pod sledećim uslovima:

Predloženi Datum korišćenja sredstava: [●] (ili, ukoliko to nije Radni dan, onda sledeći Radni dan)

Valuta Kredita: EUR

Iznos: [●] ili, ako je iznos manji, dostupan Kredit

3. Ovim potvrđujemo da je svaki uslov naveden u Klauzuli 4.2 (Dalji prethodni uslovi) ispunjen na datum ovog Zahteva za korišćenje sredstava.
4. Sredstva ovog Zajma biće uplaćena na:

[Uneti Račun Zajmoprimca].

5. Ovaj Zahtev za korišćenje sredstava je neopoziv.
6. U prilogu je Potvrda Izvođača.

S poštovanjem,

ovlašćeni potpis za i u ime

.....

Republika Srbija, koju zastupa Vlada Republike Srbije, postupajući preko
Ministarstva finansija

PRILOG 4
OBRAZAC SERTIFIKATA O IZVOĐAČU

[Na Memorandumu Izvođača]

Za: [] kao Agent

Datum:

Poštovani,

Ugovor o kreditnom aranžmanu u iznosu od EUR 203,400,928 od [•] 2022. godine zaključen između Republike Srbija koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, kao Zajmoprimca, Bank of China Srbija A.D. Beograd kao Ovlašćenog glavnog aranžera i Bank of China Limited Hungarian Branch kao Agent a i Prvobitnog zajmodavca (u daljem tekstu: "Ugovor")

1. Ovo je Sertifikat o Izvođaču. Termini definisani u Ugovoru imaju isto značenje u ovom Sertifikatu o Izvođača osim ukoliko im nije dato drugačije značenje u ovom Sertifikatu o Izvođaču.
2. Priložili smo kopiju svakog od Relevantnih pratećih dokumenata u vezi sa transakcijom opisanom u stavu 3(a) ovog Sertifikata o Izvođaču.
3. Ovim izjavljujemo i garantujemo da:
 - (a) prema našoj fakturi br.[•] od [•], fakturirali smo Naručioca projekta za iznos od [•] EUR u vezi sa Komercijalnim ugovorom (u vezi sa *[uneti opis relevantne nabavke ili radova]*) (u daljem tekstu „**Fakturisani iznos**“) i uplata takvog Fakturisanog iznosa biće izvršena od strane Zajmoprimca na sledeći račun (Račun Izvođača koji je definisan u Ugovoru):

Ime vlasnika računa:	[]
Ime banke primaoca:	[]
Adresa banke primaoca:	[]
Poštanski broj:	[]
Broj računa (EUR):	[]
 - (b) takva uplata [zajedno sa bilo kojim prethodnim Fakturisanim iznosom navedenim u Sertifikatu o Izvođaču] ne predstavlja više od osamdeset pet procenata (85%) cene Komercijalnog ugovora;
 - (c) svaki od Relevantnih pratećih dokumenata je potpun, autentičan i na snazi i u skladu sa Komercijalnim ugovorom u svim materijalnim aspektima;
 - (d) smo se pridržavali uputstava osiguravajuće kompanije Sinasure u vezi sa rasporedom korišćenja sredstava;
 - (e) Naručilac projekta ne osporava našu gore pomenutu fakturu;
 - (f) Komercijalni ugovor nije:
 - (i) odbijen, opozvan, poništen ili raskinut;
 - (ii) koliko nam je poznato, prestao da bude na snazi;

- (iii) koliko nam je poznato, prestao da bude zakonit, važeći, obavezujući, primenljiv ili efektivan; ili
- (iv) nijedna strana navela da je neefikasan;
- (g) koliko nam je poznato, nije, niti je postalo, protivzakonito da izvršavamo svoje obaveze prema Komercijalnom ugovoru;
- (h) nismo direktno ili indirektno koristili sredstva Kredita u bilo koju svrhu koja bi prekršila bilo koji Zakon o borbi protiv korupcije ili bilo koji Zakon protiv pranja novca.
- (i) nismo direktno ili indirektno koristili sredstva Kredita, niti pozajmili, dali ili na drugi način učinili dostupnim takva sredstva nekom drugom licu ili subjektu:
 - (i) da finansira ili omogući bilo koje aktivnosti ili poslovanje sa bilo kojim Sankcionisanim licem:
 - (A) koje je predmet ili cilj bilo kakvih sankcija ili trgovinskih embarga koje sprovodi ili primenjuje Organ za sankcije, ili
 - (B) koje poseduje pedeset posto. (50%) ili više ili na drugi način ušravlja, ili deluje u ime jednog ili više Sankcionisanih lica, ili
 - (C) koje se nalazi, koje je organizovano ili ima prebivalište u Zemlji pod sankcijama,
 - (ii) da finansira ili omogućava bilo koje aktivnosti ili poslovanje u bilo kojoj Zemlji pod sankcijama, ili
 - (iii) na bilo koji drugi način dovede do kršenja Sankcija od strane bilo kog Sankcionisanog lica (uključujući bilo koje Sankcionisano lice koje učestvuje u transakciji, bilo kao početni kupac, savetnik, investitor ili drugo);
- (j) sve informacije koje smodali Agentu u vezi sa Sertifikatom o Izvođaču su istinite i tačne u svim materijalnim aspektima na dan kada smo te informacije dostavili i na koje se Agent može osloniti; i
- (k) Fakturisani iznos naveden u stavu 3(a) iznad je podoban za finansiranje prema Ugovoru.

S poštovanjem,

China Road and Bridge Corporation

Potpis:

Ime:

Funkcija:

[pečat]

PRILOG 5
OBRAZAC SERTIFIKATA O TRANSFERU

Za: [•] kao Agent

Od: [Postojeći zajmodavac] (u daljem tekstu "Postojeći zajmodavac") i [Novi zajmodavac] (u daljem tekstu "Novi zajmodavac")

Datum:

Ugovor o kreditnom aranžmanu u iznosu od EUR 203,400,928 od [•] 2022. godine zaključen između Republike Srbija koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, kao Zajmoprimca, Bank of China Srbija A.D. Beograd kao Ovlašćenog glavnog aranžera i Bank of China Limited Hungarian Branch kao Agentu i Prvobitnog zajmodavca (u daljem tekstu: "Ugovor")

1. Pozivamo se na Ugovor. Ovo je Sertifikat o transferu. Termini definisani u Ugovoru imaju isto značenje u ovom Sertifikatu o transferu, osim ukoliko im nije dato drugačije značenje u ovom Sertifikatu o transferu.
2. Pozivamo se na Klauzulu 21.5 (*Procedura za prenos*):
 - (a) Postojeći zajmodavac i Novi zajmodavac su saglasni da Postojeći zajmodavac izvrši prenos Novom zajmodavcu u vidu novacije, i u skladu sa Klauzulom 21.5 (*Procedura za prenos*) sva prava i obaveze Postojećeg zajmodavca prema Ugovoru i drugim Dokumentima o finansiranju koji se odnose na taj deo Obaveze(a) Postojećeg zajmodavca i na učešće u Kreditu po osnovu Ugovora, kao što je navedeno u Dodatku.
 - (b) Predloženi Datum transfera je [•].
 - (c) Kancelarija za kredit i adresa, broj faksa i podaci za dostavljanje obaveštenja Novom zajmodavcu za svrhe predviđene Klauzulom 28.2 (*Adrese*) date su u Dodatku.
3. Novi zajmodavac izričito potvrđuje ograničenja obaveza Postojećeg zajmodavca definisanih u stavu (c) u Klauzuli 21.4 (*Ograničenje odgovornosti Postojećih zajmodavaca*).
4. Ovaj Sertifikat o transferu može biti potpisan u bilo kom broju primeraka i ima isti efekat kao da se potpisi na tim primercima nalaze na pojedinačnom primerku ovog Sertifikata o transferu.
5. Ovaj Sertifikat o transferu i sve neugovorne obaveze koje iz njega proističu ili su sa njim u vezi uređuju se engleskim pravom.
6. Ovaj Sertifikat o transferu zaključen je na dan naznačen na početku ovog Sertifikata o prenosu.

DODATAK

Obaveza/prava i obaveze koje se prenose

[uneti relevantne podatke]

[Adresa kancelarije za kredit, broj faksa i podaci za dostavljanje obaveštenja i podaci o računu za plaćanje]

Za i u ime

Za i u ime

[Postojeći zajmodavac]

[Novi zajmodavac]

Potpis:

Potpis:

Ovaj Sertifikat o transferu prihvaćen je od strane Agent a Datum transfera je potvrđen kao [●].

Za i u ime

[Agent]

Potpis:

PRILOG 6
OBRAZAC UGOVORA O USTUPANJU

Za: [•] kao Agent i [•] kao Zajmoprimac

Od: [Postojeći zajmodavac] (u daljem tekstu "Postojeći zajmodavac") i [Novi zajmodavac] (u daljem tekstu "Novi zajmodavac")

Datum:

Ugovor o kreditnom aranžmanu u iznosu od EUR 203,400,928 od [•] 2022. godine zaključen između Republike Srbija koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, kao Zajmoprimca, Bank of China Srbija A.D. Beograd kao Ovlašćenog glavnog aranžera i Bank of China Limited Hungarian Branch kao Agentu i Prvobitnog zajmodavca (u daljem tekstu: "Ugovor")

1. Pozivamo se na Ugovor. Ovo je Ugovor o ustupanju. Termini definisani u Ugovoru imaju isto značenje u ovom Ugovoru o ustupanju, osim ukoliko im ovde nije dato drugo značenje.
2. Pozivamo se na Klauzulu 21.6 (*Postupak ustupanja*):
 - (a) Postojeći Zajmodavac u potpunosti prenosi Novom Zajmodavcu sva prava Postojećeg Zajmodavca po osnovu Ugovora i drugih Dokumentata o finansiranju koji se odnose na taj deo Obaveze(a) Postojećeg zajmodavca i na učešće u Zajmu po osnovu Ugovora, kao što je navedeno u Dodatku.
 - (b) Postojeći Zajmodavac oslobađa se svih obaveza Postojećeg zajmodavca koje odgovaraju onom delu Obaveze(a) Postojećeg zajmodavca i učešća u Zajmu po osnovu Ugovora navedenom u Dodatku.
 - (c) Novi Zajmodavac postaje Strana kao Zajmodavac i vezan je istim obavezama od kojih je Postojeći zajmodavac oslobođen u skladu sa gore navedenim stavom (b).
3. Predloženi Datum transfera je [•].
4. Na Datum transfera Novi zajmodavac postaje Strana u Dokumentima o finansiranju kao Zajmodavac.
5. Kancelarija za kredit i adresa, broj faksa i podaci za *dostavljanje obaveštenja* Novom zajmodavcu za svrhe predviđene Klauzulom 28.2 (Adrese) date su u Dodatku.
6. Novi zajmodavac izričito potvrđuje ograničenja obaveza Postojećeg zajmodavca definisanih u stavu (c) u Klauzuli 21.4 (*Ograničenje odgovornosti Postojećih zajmodavaca*).
7. Ovaj Ugovor o ustupanju predstavlja obaveštenje Agentu (u ime svake strane kreditnog aranžmana) i nakon dostavljanja Zajmoprimcu u skladu sa

Klauzulom 21.7 (*Kopija Potvrde o prenosu ili Ugovora o ustupanju Zamoprimcu*), o ustupanju navedenom u ovom Ugovoru o ustupanju.

8. Ovaj Ugovor o ustupanju može biti potpisan u bilo kom broju primeraka i ima isti efekat kao da se potpisi na tim primercima nalaze na svakom primerku ovog Ugovora o ustupanju.
9. Ovaj Ugovor o ustupanju [i sve neugovorne obaveze koje iz njega proističu ili su sa njim u vezi] [je/jesu] uređujen(i) engleskim pravom.
10. Ovaj Ugovor o ustupanju zaključen je na dan naznačen na početku ovog Ugovora o ustupanju.

DODATAK

Prava koja se ustupaju i obaveze koje se oslobađaju i preuzimaju

[uneti relevantne podatke]

[Adresa kancelarije za kredit, broj faksa i podaci za dostavljanje obavještenja i podaci o računu za plaćanje]

Za i u ime

Za i u ime

[Postojeći zajmodavac]

[Novi zajmodavac]

Potpis:

Potpis:

Ovaj Ugovor o ustupanju prihvaćen je od strane Agenta i [●] je prihvaćen kao Datum transfera.

Potpisivanje ovog Ugovora o ustupanju od strane Agenta predstavlja potvrdu da je Agent primio obavještenje o ustupanju koje se ovde pominje, a koje Agent prima u ime svake Finansijske strane.

Za i u ime

[Agent]

PRILOG 7
ROKOVI OTPLATE

Broj rate	Datum otplate	Procenat otplate
1.	Prvi datum otplate	1/20
2.	Datum 6 meseci nakon Prvog datuma otplate	1/20
3.	Datum 12 meseci nakon toga	1/20
4.	Datum 18 meseci nakon toga	1/20
5.	Datum 24 meseci nakon toga	1/20
6.	Datum 30 meseci nakon toga	1/20
7.	Datum 36 meseci nakon toga	1/20
8.	Datum 42 meseci nakon toga	1/20
9.	Datum 48 meseci nakon toga	1/20
10.	Datum 54 meseci nakon toga	1/20
11.	Datum 60 meseci nakon toga	1/20
12.	Datum 66 meseci nakon toga	1/20
13.	Datum 72 meseci nakon toga	1/20
14.	Datum 78 meseci nakon toga	1/20
15.	Datum 84 meseci nakon toga	1/20
16.	Datum 90 meseci nakon toga	1/20
17.	Datum 96 meseci nakon toga	1/20
18.	Datum 102 meseca nakon Prvog datuma otplate	1/20
19.	Datum 108 meseci nakon Prvog datuma otplate	1/20
20.	Završni rok dospeća	Preostali iznos

PRILOG 8**ROKOVI**

Funkcija	Dan/Vreme
Dostavljanje Agentu propisno popunjenog Zahteva za korišćenje sredstava od strane Zajmoprimca (Klauzula 5.1 (<i>Dostavljanje Zahteva za korišćenje</i>))	U-15 10:00 časova pre podne (po beogradskom vremenu)
Agent obaveštava Zajmodavce o Kreditu u skladu sa Klauzulom 5.4 (<i>Učešće zajmodavaca</i>)	U-10 10:00 časova pre podne (po beogradskom vremenu)
EURIBOR je fiksna	Dan kotacije u 11:00 časova pre podne (po briselskom vremenu)
Referentna stopa banke izračunata na osnovu dostupnih kotacija u skladu sa Klauzulom 10.2 (<i>Izračunavanje Referentne stope banke</i>)	Dan kotacije u podne (po briselskom vremenu)

Gde važi da je:

“U” = primenjivi Datum korišćenja sredstava

“U – X” = Dan koji pada X radnih dana pre U

PRILOG 9
PRAVNO MIŠLJENJE MINISTARSTVA PRAVDE ZAJMOPRIMCA

Za: Bank of China Srbija A.D. Beograd kao Ovlašćeni glavni aranžer i Bank of China Limited Hungarian Branch kao Agent

Poštovani:

Ja sam Ministar pravde Republike Srbije, i dostavljam ovo pravno mišljenje u vezi sa Ugovorom o kreditu od _____, 2022. godine (u daljem tekstu „Ugovor o kreditu“) između Bank of China Srbija A.D. Beograd kao Ovlašćeni glavni aranžer, Bank of China Limited Hungarian Branch kao Agent i finansijske institucije navedenih u Ugovoru o kreditu kao Zajmodavci i Republike Srbije koju zastupa Vlada Republike Srbije postupajući preko Ministarstva finansija (u daljem tekstu „Zajmoprimac“).

Osim ako nije drugačije navedeno ovde, termini definisani u Ugovoru o kreditu imaće isto značenje kao u ovom mišljenju.

Razmotrili smo i ispitali sve zakone i propise Republike Srbije koji su relevantni za Ugovor o kreditnom aranžmanu i sve dokumente, za koje smatramo da su neophodni ili poželjni za mišljenja koja su u daljem tekstu izražena, uključujući, bez ograničenja, sledeće dokumente:

- (a) zaključeni Ugovor o kreditom aranžmanu;
- (b) ovlašćenje Zajmoprimca od _____ kojim se odobrava i ovlašćuje izvršenje, isporuka i izvršenje Ugovora o kreditu i svih drugih dokumenata u vezi sa njim, i punomoćje izdato od strane Zajmoprimca kojim se ovlašćuje g-din/ g-đa _____ da zaključi Ugovor o kreditu u ime Zajmoprimca;
- (c) Ustav Zajmoprimca; i
- (d) druge dokumente za koje smatramo da su neophodni za izdavanje našeg pravnog mišljenja.

Dajući ovo mišljenje, pretpostavili smo i ovo mišljenje je dato na osnovu toga:

- (a) da su svi potpisi, pečati i žigovi originalni i da su svi dokumenti koji su nam dostavljeni kao kopije u skladu sa njihovim originalima;
- (b) da je ovo pravno mišljenje ograničeno i dato na osnovu zakona Republike Srbije do datuma ovog mišljenja. Nismo istraživali, i ne izražavamo niti impliciramo bilo kakvo mišljenje o zakonima bilo koje druge nadležnosti, i pretpostavili smo da nijedan drugi zakon neće uticati na mišljenje izneto u nastavku;

Ovo pravno mišljenje je zasnovano na gore navedenim dokumentima na dan njihovog izdavanja i pretpostavili smo da u svrhu ovog dokumenta ti dokumenti nisu izmenjeni, modifikovani na dan objavljivanja ovog mišljenja. Na osnovu navedenog, mišljenja smo da:

1. Zajmoprimac je Republika Srbija koju zastupa Vlada Republike Srbije postupajući preko Ministarstva finansija i ima puna ovlašćenja, nadležnost i zakonsko pravo da poseduje svoju imovinu i sredstva i da pozajmi Kredit pod uslovima Ugovora o kreditu;
2. Zajmoprimac ima puna ovlašćenja, nadležnost i zakonsko pravo da stupi i izvršava svoje obaveze prema Dokumentima o finansiranju ntima i da preduzme sve neophodne radnje da ovlasti potpisivanje, isporuku i izvršenje Dokumentata o finansiranju;
3. svaki Dokument o finansiranju je propisno potpisan i dostavljen za i u ime Zajmoprimca, od strane _____, koji ima ovlašćenje i nadležnost da to učini;
4. svaki Dokument o finansiranju predstavlja pravne, važeće i obavezujuće obaveze Zajmoprimca koje se sprovode u skladu sa njegovim uslovima;
5. potpisivanje, dostavljanje i izvršenje Dokumentata o finansiranju od strane Zajmoprimca ne krši i neće kršiti ili biti u sukobu ili dovesti do bilo kakvog kršenja bilo koje odredbe bilo kog zakona ili propisa Republike Srbije;
6. sva državna ovlašćenja, odobrenja i saglasnosti propisane zakonima Republike Srbije za potpisivanje, dostavljanje i izvršenje Dokumentata o finansiranju su uredno pribavljene, izvršene i kompletirane i na snazi su, uključujući plaćanje u stranim valutama u skladu sa Dokumentima o finansiranju i prihvatanje Dokumentata o finansiranju kao dokaz pred sudovima Republike Srbije;
7. neće biti izvršeno zadržavanje u pogledu bilo kakvog plaćanja koje Zajmoprimac treba da izvrši Finansijskim stranama u skladu sa Dokumentima o finansiranju;
8. Zajmoprimac i Finansijske strane ne plaćaju dažbinu, registraciju, dokumentovanje ili slične poreze u vezi sa Dokumentima o finansiranju;
9. obaveze plaćanja Zajmoprimca prema Dokumentima o finansiranju jesu i biće direktne, bezuslovne i opšte obaveze Zajmoprimca i rangirane najmanje po principu pari passu sa svim svojim drugim neobezbeđenim i nepodređenim zaduženjima, osim onih koji po sili zakona imaju obaveznu prednost;
10. potpisivanje i izvršavanje Dokumentata o finansiranju od strane Zajmoprimca predstavljaju komercijalne akte, a ne vladine akte, i niti Zajmoprimac niti bilo koje njegovo vlasništvo ili imovina ne uživa pravo na imunitet na osnovu suvereniteta ili drugi način od arbitraže, tužbe, izvršenja, zaplene ili bilo kog drugog pravnog procesa u vezi sa Dokumentima o finansiranju;
11. izbor engleskog prava je validan izbor prava za uređivanje Dokumentata o finansiranju. Neopozivo imenovanje procesnog agenta od strane Zajmoprimca da prihvati uslugu procesa je važeće i obavezujuće za Zajmoprimca;

12. pokretanje bilo kog spora koji proizilazi iz ili je u vezi sa Dokumentima o finansiranju od strane Zajmoprimca na osnovu Dokumentata o finansiranju nije u suprotnosti ni sa jednim zakonom Republike Srbije;
13. pravosnažna i konačna presuda ili bilo koja arbitražna odluka doneta protiv Zajmoprimca u bilo kakvim pravnim postupcima biće priznata i izvršena od strane sudova Republike Srbije; i
14. Finansijske strane nisu i neće se smatrati rezidentima, imaocima prebivališta ili ustanove u Republici Srbiji isključivo zbog potpisivanja, dostavljanja, izvršenja i/ili primenjivanja Dokumentata o finansiranju.

Iako je ovo mišljenje datirano _____, možete nastaviti da se oslanjate na mišljenje koje je ovde navedeno do isplate celokupnog iznosa u skladu sa Ugovorom o kreditu, osim ako vas pismenim putem ne obavestimo o bilo kakvoj promeni bilo kog mišljenja koje je ovde izraženo.

U ZNAK SAGLASNOSTI SA GORE NAVEDENIM, ja, dole potpisani, ovim svojeručno potpisujem na današnji dan _____. 2022. godine

S poštovanjem,

Ime:

PRILOG 10

OBRAZAC OBAVEŠTENJA O DATUMU STUPANJA NA SNAGU

Od: [Agent]

To: Republika Srbija koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija

Datum:

Poštovani

Ugovor o kreditnom aranžmanu u iznosu od EUR 203,400,928 od [●] 2022. godine zaključen između Republike Srbija koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, kao Zajmoprimca, Bank of China Srbija A.D. Beograd kao Ovlašćenog glavnog aranžera i Bank of China Limited Hungarian Branch kao Agenta i Prvobitnog zajmodavca u daljem tekstu:"Ugovor")

1. U vezi sa Ugovorom.
2. Ovim putem vas obaveštavamo da su uslovi odedeni u stavovima (ii) i (iii) Klauzule 1. (a) Priloga 2 (*Preduslovi za prvo povlačenje*) Ugovora ispunjeni.
3. Ugovor je stupio na snagu na datum ovde naveden.

[Ime Agent], kao Agent

Ime:

Funkcija:

Potpisnici

ZAJMOPRIMAC

Za i u ime

**REPUBLIKE SRBIJE KOJU ZASTUPA VLADA REPUBLIKE SRBIJE,
POSTUPAJUĆI PREKO MINISTARSTVA FINANSIJA**

Potpis: _____

Ime: Siniša Mali s.r.

Funkcija: Ministar finansija

OVLAŠĆENI GLAVNI ARANŽER

Za i u ime

BANK OF CHINA SRBIJA A.D. BEOGRAD

Potpis:

Ime: Chen Keqin s.r.

Funkcija: Predsednik izvršnog odbora

Potpis:

Ime: Li Zhi s.r.

Funkcija: Rukovodilac sektora za razvoj poslovanja

AGENT

Za i u ime

BANK OF CHINA LIMITED HUNGARIAN BRANCH

Potpis:

Ime: Chen Luyang s.r.

Funkcija: Zamenik izvršnog direktora

Potpis:

Ime: Zhao Lianmeng s.r.

Funkcija: Direktor sektora za korporativno bankarstvo

PRVOBITNI ZAJMODAVAC

Za i u ime

BANK OF CHINA LIMITED HUNGARIAN BRANCH

Potpis:

Ime: Chen Luyang s.r.

Funkcija: Zamenik izvršnog direktora

Potpis:

Ime: Zhao Lianmeng s.r.

Funkcija: Direktor sektora za korporativno bankarstvo

Član 3.

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