

Z A K O N

O POTVRĐIVANJU UGOVORA O KREDITU U IZNOSU DO 79.916.833,43 EVRA OSIGURANOG KOD CHINA EXPORT & CREDIT INSURANCE CORPORATION ZA FINANSIRANJE UKLANJANJA STAROG MOSTA NA SAVI I IZGRADNJU NOVOG ČELIČNOG LUČNOG MOSTA IZMEĐU REPUBLIKE SRBIJE, KOJU ZASTUPA VLADA REPUBLIKE SRBIJE, POSTUPAJUĆI PREKO MINISTARSTVA FINANSIJA, KAO ZAJMOPRIMCA, BNP PARIBAS SA KAO ARANŽERA, BNP PARIBAS FORTIS SA/NV I BNP PARIBAS SA KAO PRVOBITNIH ZAJMODAVACA I BNP PARIBAS SA, KAO AGENTA, UGOVORA O IZMENAMA I DOPUNAMA BR. 1 OD 19. MAJA 2022. GODINE I UGOVORA O IZMENAMA I DOPUNAMA BR. 2 OD 20. OKTOBRA 2022. GODINE

Član 1.

Potvrđuju se Ugovor o kreditu u iznosu do 79.916.833,43 evra osiguranog kod China Export & Credit Insurance Corporation za finansiranje uklanjanja starog mosta na Savi i izgradnju novog čeličnog lučnog mosta između Republike Srbije, koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, kao Zajmoprimca, BNP PARIBAS SA kao Aranžera, BNP PARIBAS FORTIS SA/NV i BNP PARIBAS SA kao Prvobitnih zajmodavaca i BNP PARIBAS SA kao Agentu, koji je potpisan u Beogradu 30. novembra 2021. godine, Ugovor o izmenama i dopunama br. 1 u vezi sa Ugovorom o kreditu u iznosu do 79.916.833,43 evra osiguranog kod China Export & Credit Insurance Corporation za finansiranje uklanjanja starog mosta na Savi i izgradnju novog čeličnog lučnog mosta, zaključenog 30. novembra 2021. godine, između Republike Srbije koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, kao Zajmoprimca i BNP PARIBAS kao Agentu, koji je potpisan 19. maja 2022. godine i Ugovor o izmenama i dopunama br. 2 u vezi sa Ugovorom o kreditu u iznosu do 79.916.833,43 evra osiguranog kod China Export & Credit Insurance Corporation za finansiranje uklanjanja starog mosta na Savi i izgradnju novog čeličnog lučnog mosta, zaključenog 30. novembra 2021. godine, između Republike Srbije koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, kao Zajmoprimca i BNP PARIBAS kao Agentu, koji je potpisan 20. oktobra 2022. godine, u originalu na engleskom jeziku.

Član 2.

Tekstovi Ugovora o kreditu u iznosu do 79.916.833,43 evra osiguranog kod China Export & Credit Insurance Corporation za finansiranje uklanjanja starog mosta

na Savi i izgradnju novog čeličnog lučnog mosta između Republike Srbije, koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, kao Zajmoprimca, BNP PARIBAS SA kao Aranžera, BNP PARIBAS FORTIS SA/NV i BNP PARIBAS SA kao Prvobitnih zajmodavaca i BNP PARIBAS SA, kao Agentu, Ugovora o izmenama i dopunama br. 1 u vezi sa Ugovorom o kreditu u iznosu do 79.916.833,43 evra osiguranog kod China Export & Credit Insurance Corporation za finansiranje uklanjanja starog mosta na Savi i izgradnju novog čeličnog lučnog mosta, zaključenog 30. novembra 2021. godine, između Republike Srbije koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, kao Zajmoprimca i BNP PARIBAS kao Agentu i Ugovora o izmenama i dopunama br. 2 u vezi sa Ugovorom o kreditu u iznosu do 79.916.833,43 evra osiguranog kod China Export & Credit Insurance Corporation za finansiranje uklanjanja starog mosta na Savi i izgradnju novog čeličnog lučnog mosta, zaključenog 30. novembra 2021. godine, između Republike Srbije koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, kao Zajmoprimca i BNP PARIBAS kao Agentu, u originalu na engleskom jeziku i u prevodu na srpski jezik glase:

Dated November 30, 2021

- (1) **REPUBLIC OF SERBIA**, represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance as Borrower
- (2) **BNP PARIBAS SA** as Arranger
- (3) **BNP PARIBAS FORTIS SA/NV** and **BNP PARIBAS SA** as Original Lenders
- (4) **BNP PARIBAS SA** as Agent

FACILITY AGREEMENT

China Export & Credit Insurance Corporation insured facility of up to EUR 79,916,833.43 to finance the removal of the old Sava Bridge and the construction of a new steel arch bridge

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THIS AGREEMENT is dated November 30, 2021 and made between:

- (1) **REPUBLIC OF SERBIA**, represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance as borrower (the "**Borrower**");
- (2) **BNP PARIBAS SA** as mandated lead Arranger (the "**Arranger**");
- (3) **BNP PARIBAS FORTIS SA/NV** and **BNP PARIBAS SA** as lenders (the "**Original Lenders**"); and
- (4) **BNP PARIBAS SA** as agent of the other Finance Parties (the "**Agent**").

IT IS AGREED that:

SECTION 1 INTERPRETATION

1. DEFINITIONS

1.1 Definitions

In this Agreement:

"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 the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977, the French Law No. 2016-1691 (Sapin II) and any similar laws or regulations in any jurisdiction relating to bribery, corruption or any similar practices.

"Anti-Money Laundering Laws" means any applicable laws or regulations in any jurisdiction that relate to money laundering, counter-terrorism, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

"Applicable Law" means:

- (a) any law, statute, decree, constitution, regulation, rule, by-law, order, authorisation, judgment, injunction or other directive of any Government Entity or otherwise which is applicable in the Republic of Serbia;
- (b) any treaty, pact or other binding agreement to which any Government Entity is a signatory or party; or
- (c) any judicial or administrative interpretation with binding characteristics or application of those described in paragraph (a) or (b) above,

and in each case, which is applicable to the Borrower, the Borrower's assets or the Transaction Documents.

"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.

"Authorities" means:

- (a) any legislative, administrative or other governmental agency, department, commission, board, bureau or any other regulatory authority or, instrumentality thereof and any governmental authorities of China involved in the setting up of the terms, conditions and insurance of export credits, including inter alia, such entities to whom authority in respect of extension or administration of export financing matters have been delegated; or
- (b) Sinosure.

"Availability Period" means the period from and including the Effective Date to and including the earlier of:

- (a) 31 March 2022 (unless the CP Satisfaction Date has occurred on or prior to that date, in which case this paragraph (a) shall not apply);
- (b) the date of the final scheduled payment instalment under the Design-Build Contract, which is 112 days after the Completion Date; and
- (c) the date falling 36 Months after the latest to occur of:
 - (i) the Effective Date; and
 - (ii) the CP Satisfaction 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.

"Borrower Authorised Signatory" means any person:

- (a) authorised to execute any document to be delivered pursuant to or in connection with this Agreement on the Borrower's behalf; and
- (b) in respect of whom the Agent has received evidence satisfactory to it of such authority and a specimen signature.

"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 Beijing, Belgrade, Brussels and Paris and (in relation to any date for payment or purchase of euro) a day which is a TARGET Day.

"China" means the People's Republic of China (excluding, for purposes of this Agreement only, Macao and Taiwan).

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

"Commitment" means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Commitment (EUR)" in Schedule 1 (*The Original Lenders*) 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 the Taking-Over Certificate is issued in accordance with the Design-Build Contract.

"Confidential Information" means all information relating to the Borrower, the Transaction 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 35 (*Confidential information*); or
 - (B) is identified in writing at the time of delivery as non-confidential by the Borrower, its government agencies or any of their 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, its government agencies or any of their advisers 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.

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

"Contract Price" means the aggregate amount payable by the Employer/Investor to the Contractor under the Design-Build Contract for the design, execution and completion of works and the elimination of any defects relating to such works, being EUR 94,019,804.03.

"Contractor" means PowerChina International Group Limited, a company incorporated and existing under the laws of the PRC with unified social credit number 91110108MA0052EU47, having its registered address at 801, Floor 8, Building 23, Yard 17, Xicui Road, Haidian District, Beijing, China.

"Contractor Account" means any account designated in writing as such by the Agent and a Contractor Authorised Signatory for and on behalf of the Contractor.

"Corrective Action Plan" means a plan prepared by the Borrower in consultation with and taking into account the comments of the Agent (acting on the instructions of the Majority Lenders), and the Environmental and Social Consultant (while recognising that the Borrower shall bear sole responsibility for the finalised plan), which sets out the measures to remove, remedy, abate, contain, treat, ameliorate or otherwise render compliant any matter, and which

specifies time bound actions, targets and success criteria or objectives to be achieved in remedying the relevant matter.

"Contractor Authorised Signatory" means any person:

- (a) authorised to execute any document to be delivered pursuant to or in connection with this Agreement on the Contractor's behalf; and
- (b) in respect of whom the Agent has received evidence satisfactory to it of such authority and a specimen signature.

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

"CP Satisfaction Date" means the date on which the Agent notifies the Borrower and each Lender that it has received all of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to it, other than any such documents or other evidence which each Lender has waived, pursuant to Clause 5.1 (*Initial conditions precedent*).

"Default" means an Event of Default or any event or circumstance specified in Clause 21 (*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.

"Design-Build Contract" means the contract dated 11 December 2020 between the MoCTI, the Employer/Investor and the Contractor in relation to the Project.

"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.

"Down Payment" means, in the context of a proposed Loan to pay a portion of an invoice under the Design-Build Contract, an aggregate amount that is equal to or more than 15 per cent. of that invoiced amount being paid to the Contractor by or on behalf of the Borrower using funds other than those made available under the Facility.

"Effective Date" means the date notified by the Agent to the Borrower as the "Effective Date", being the date upon which all of the conditions precedent listed in paragraph (a) of Clause 2.1 (*Effective Date*) have been met to the satisfaction of the Agent (acting on the instructions of all Lenders).

"EIAS Consent" means the consent on the environmental impact assessment study as prescribed under the Law on Environmental Impact Assessment (*Zakon o proceni uticaja na životnu sredinu*, Official Gazette of the Republic of Serbia, no.135/2004 and 36/2009).

"Employer/Investor" means Belgrade Land Development Public Agency (*Direkcija za građevinsko zemljište i izgradnju Beograda J.P. Beograd*), a public enterprise incorporated and existing under the laws of the Republic of Serbia with registration number 07094094, having its registered address at Njegoševa 84, Belgrade, Republic of Serbia, in its capacities as the Employer and the Investor, as applicable, under the Design-Build Contract.

"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, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers);
- (c) land and soil (including, without limitation, land under water);
- (d) cultural heritage or archaeological artefacts and the build environment; and
- (e) human health, labour workers' rights, or human rights.

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

"Environmental and Social Action Plan (ESAP)" means the plan of environmental and social mitigation and improvement measures outlining the gaps and setting out the actions to be undertaken by the Borrower, after agreement with the Environmental and Social Consultant, the Agent and the Majority Lenders, in order to ensure that it, and the Project, are in compliance with the Environmental and Social Requirements.

"Environmental and Social Consultant" means ERM Environmental Resources Management SRL or any other independent environmental and/or

social expert appointed by the Lenders (at the cost of the Borrower or the Employer/Investor) and which advises and submits reports in relation to compliance with the Environmental and Social Requirements.

"Environmental and Social Due Diligence (ESDD) Report" means a report prepared by the Environmental and Social Consultant in form and substance satisfactory to the Lenders.

"Environmental and Social Monitoring Report" means a periodic audit report from the Environmental and Social Consultant, provided in a form satisfactory to the Agent (acting on the instructions of the Majority Lenders) and, on the compliance of the Project with the Environmental and Social Requirements, remitted as often as the Majority Lenders agree with the Environmental and Social Consultant.

"Environmental and Social Requirements" means all requirements, conditions, standards, protection, obligations or performance required by:

- (a) any Environmental Law;
- (b) the Environmental and Social Standards; and
- (c) the Environmental and Social Action Plan (ESAP).

"Environmental and Social Standards" applicable to the Project means the Equator Principles, the IFC Performance Standards on Environmental and Social Sustainability, and the World Bank Group Environmental, Health and Safety (EHS) General Guideline, sector EHS Guidelines and EU Directives applicable to the Project.

"Environmental Law" means any applicable law or regulation 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, including, without limitation, any waste.

"Environmental Permits" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business or activities of the Borrower, the MoCTI or the Employer/Investor.

"Equator Principles" means the principles entitled "Equator Principles - financial industry benchmark for determining, assessing and managing environmental and social risk in projects", published in July 2020, adopted by certain financial institutions available at the date hereof at the following

address: <https://equator-principles.com/wp-content/uploads/2020/01/The-Equator-Principles-July-2020.pdf>.

"ESIA Report" means the Environmental and Social Impact Assessment Report to be provided pursuant to Clause 5.1 (*Initial conditions precedent*).

"EURIBOR" means, in relation to any Loan:

- (a) the applicable Screen Rate as of the Specified Time for euro and for a period equal in length to the Interest Period of that Loan; or
- (b) as otherwise determined pursuant to Clause 11.1 (*Unavailability of Screen Rate*),

and if, in either case, that rate is less than zero, EURIBOR shall be deemed to be zero.

"Event of Default" means any event or circumstance specified as such in Clause 21 (*Events of default*).

"Excluded Assets" has the meaning given to it in Clause 18.20 (*No immunity*).

"External Financial Indebtedness" means:

- (a) all Financial Indebtedness expressed or denominated or payable (or which, at the option of the relevant creditor may be payable) in any currency other than the lawful currency of the Republic of Serbia from time to time; or
- (b) all Financial Indebtedness which is or may become payable to a person which is resident outside the Republic of Serbia or has its registered office or principal place of business outside the Republic of Serbia.

"Facility" means the term loan facility made available under this Agreement as described in Clause 3 (*The Facility*).

"Facility Currency" means EUR.

"Facility Office" means:

- (a) 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 Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement; and
- (b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for tax purposes.

"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 paragraph (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.

"Fee Letter" means any letter or letters dated on or about the date of this Agreement between the Agent and the Borrower and/or the Arranger and the Borrower, in each case setting out any of the fees referred to in Clause 12 (*Fees and Sinosure Premium*).

"Final Maturity Date" means the date which is 84 Months after the expiry of the Availability Period.

"Finance Document" means this Agreement, any Fee Letter, any Utilisation Request and any other document designated as such by the Agent and the Borrower.

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

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

- (d) the amount of any liability in respect of any lease or hire purchase contract which would be treated as a balance sheet liability;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; or
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

"First Repayment Date" means the date falling six Months after the earliest to occur of (a) the Completion Date and (b) the expiry of the Availability Period.

"Funding Rate" means any individual rate notified by a Lender to the Agent pursuant to Clause 11.3(a)(ii) (*Cost of funds*).

"Government" means the Government of the Republic of Serbia.

"Government Entity" means:

- (a) any national government or political subdivision of a national government;
- (b) any banking or monetary authority of a national government or of a political subdivision of a national government;
- (c) any local jurisdiction of a national government or of a political subdivision of a national government;
- (d) the European Central Bank or the Council of Ministers of the European Union;
- (e) any instrumentality, commission, board commission, authority, department, division, organ, court or agency of any of the foregoing, however constituted;

- (f) any other entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to a national government or political subdivision of a national government, however constituted; or
- (g) any association, organisation or institution of which any of the entities listed in the preceding paragraphs is a member (including, without limitation, any supranational body) or to whose jurisdiction any of them is subject or in whose activities any of them is a participant.

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

"IBRD" means the International Bank for Reconstruction and Development.

"IFC Performance Standards on Environmental and Social Sustainability" means the World Bank Group Performance Standards on Environmental and Social Sustainability effective from 1 January 2012, as the same shall be amended from time to time.

"IMF" means the International Monetary Fund.

"Interest Period" means, in relation to a Loan, each period determined in accordance with Clause 10 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 9.3 (*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 the Specified Time for the Facility Currency.

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a "Lender" in accordance with Clause 23 (*Changes to the Lenders*),

which, in each case, has not ceased to be a Party as such 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.

"Majority Lenders" means a Lender or Lenders whose Commitments aggregate more than $66^{2/3}$ per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than $66^{2/3}$ per cent. of the Total Commitments immediately prior to the reduction).

"Margin" means 1.05 per cent. per annum.

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

- (a) the properties, assets or financial or economic condition of the Borrower, the MoCTI or the Employer/Investor;
- (b) the ability of the Borrower, the MoCTI or the Employer/Investor to perform any of its obligations under the Transaction Documents;
- (c) the validity or enforceability of any Transaction Document or the Sinosure Policy or the rights or remedies of any Finance Party under any of the Finance Documents or the Sinosure Policy;
- (d) the political, economic, financial, commercial, legal or fiscal environment in the Republic of Serbia or of the Project 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 MoCTI or the Employer/Investor to perform its material obligations under the Design-Build Contract; or
- (e) the domestic or international money or capital markets affecting facilities of this type 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 MoCTI or the Employer/Investor to perform its material obligations under the Design-Build Contract.

"Material Design-Build Contract Change" means any:

- (a) assignment, novation or other disposal of any rights and/or obligations under the Design-Build Contract; or
- (b) amendment, acquiescence, departure from or waiver of the terms of the Design-Build Contract which:
 - (i) on its own, or when aggregated with any previous amendments, acquiescences, departures from or waivers of any term of the Design-Build Contract, increases or decreases the amount payable by the Borrower and/or the Employer/Investor under the Design-Build Contract (in aggregate) by more than ten per cent.; or

- (ii) involves material change in nature of the supply made under the Design-Build Contract.

"MoCTI" means The Republic of Serbia, represented by the Government acting by and through the Ministry of Construction, Transport and Infrastructure in accordance with the Government's conclusion 05 no.: 351-8424/2020-1.

"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 China (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 National Bank of Serbia (*Narodna banka Srbije*).

"New Lender" has the meaning given to that term in Clause 23 (*Changes to the Lenders*).

"OFAC" means the Department of the Treasury's Office of Foreign Assets Control of the United States of America.

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

"Party" means a party to this Agreement.

"Project" means the removal of an existing old bridge, and the design and construction of a new steel arch and beam bridge on the original site, in each case over the Sava River in Belgrade.

"Public Assets" means the whole or any part of present or future undertaking, assets, revenues and international monetary reserves (including gold, special

drawing rights and foreign currency) held by the Borrower or its agencies, including the NBS and its successor(s).

"Quotation Day" means, in relation to any period for which an interest rate is to be determined, two TARGET Days before the first day of that period unless market practice differs in the Relevant Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days).

"Related Fund" in relation to a fund (the **"first fund"**), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"Relevant 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.

"Repayment Date" means:

- (a) the First Repayment Date;
- (b) each date falling at six Monthly intervals after the First Repayment Date up to but excluding the Final Maturity Date; and
- (c) the Final Maturity Date.

"Repeating Representations" means each of the representations set out in Clauses 18.1 (*Status*) to 18.27 (*Reserves*).

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

- (b) in the opinion of the Majority 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 Majority Lenders and the Borrower, an appropriate successor to a Screen Rate.

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

"Reserves" of a state means the official external reserves of that state, by whoever and in whatever form owned, held, administered or controlled (including any not owned or not held or not administered or not controlled by that state but customarily regarded and held out as its official external reserves).

"Sanctioned Territory" means a country, region or territory that is the subject of country-wide, region-wide or territory-wide Sanctions or whose government is the subject of Sanctions broadly prohibiting dealings with such governments.

"Sanctions" means the economic or financial sanctions laws, regulations, trade embargoes or other restrictive measures enacted, administered, implemented and/or enforced from time to time by any of the following (and including through any relevant Sanctions Authority):

- (a) the United Nations (including for the avoidance of doubt, the United Nations Security Council);
- (b) the European Union or any member state of the European Union;
- (c) the government of the United States of America; and
- (d) the government of the United Kingdom.

"Sanctions Authority" means any agency or person which is duly appointed, empowered or authorised to enact, administer, implement and/or enforce Sanctions, including (without limitation):

- (a) OFAC;
- (b) the United States Department of State or the United States Department of Commerce; and
- (c) Her Majesty's Treasury.

"Sanctions Event" means any Sanctions Relevant Party becomes a Sanctions Restricted Person.

"Sanctions List" means any of the lists of designated sanctions targets maintained by a Sanctions Authority from time to time.

"Sanctions Relevant Party" means:

- (a) the Borrower;
- (b) MoCTI;
- (c) the Employer/Investor;
- (d) the Contractor; and
- (e) any other party designated as such by the Agent and the Borrower.

"Sanctions Restricted Person" means a person that is:

- (a) listed on a Sanctions List, or directly or indirectly owned, or otherwise controlled within the meaning and scope of the relevant Sanctions, by any one or more persons listed on a Sanctions List;
- (b) located or resident in, or incorporated or organised under the laws of, a Sanctioned Territory; or
- (c) otherwise a subject of Sanctions.

"Screen Rate" means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson 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 Thomson 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:

- (a) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Majority Lenders and the Borrower, materially changed;
- (b)
 - (i)
 - (A) the administrator of the 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 the Screen Rate is insolvent,

- (ii) the administrator of the Screen Rate publicly announces that it has ceased or will cease, to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;
- (iii) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued;
- (iv) the administrator of the Screen Rate or its supervisor announces that it may no longer be used; or
- (v) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information:
 - (A) stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and
 - (B) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication;
- (c) the administrator of the Screen Rate determines that the 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 Majority Lenders and the Borrower) temporary; or
 - (ii) the Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than 10 Business Days; or
- (d) in the opinion of the Majority Lenders and the Borrower, the 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.

"Sinasure" means China Export & Credit Insurance Corporation, a state owned enterprise having its registered office at No. 11 Fenghuiyuan, Xicheng District, Beijing, China.

"Sinasure Policy" means the export credit insurance policy issued or to be issued by Sinasure in favour of the Lenders and to the satisfaction of the Agent (acting on the instructions of all the Lenders) 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 each of the following events or circumstances:

- (a) it is or becomes unlawful for Sinasure to perform any of its obligations under the Sinasure Policy or for a Finance Party to receive the benefit of the Sinasure Policy;
- (b) any of the obligations of Sinasure under the Sinasure Policy are not or cease to be legal, valid, binding or enforceable or the Sinasure Policy is not or ceases to be in full force and effect;
- (c) Sinasure avoids, rescinds, repudiates, suspends, cancels or terminates all or part of the Sinasure Policy or evidences an intention to or purports to avoid, rescind, repudiate, suspend, cancel or terminate all or part of the Sinasure Policy;
- (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 China, or the Ministry of Finance of China 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 full premium payable to Sinasure by the Borrower pursuant to the Sinasure Policy and Sinasure's internal regulations, as notified by the Agent to the Borrower.

"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 day or time determined in accordance with Schedule 7 (*Timetables*).

"Subsidiary" means a company or corporation:

- (a) which is controlled, directly or indirectly, by a company or corporation or a state or a government agency (a **"holding corporation"**);
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding corporation; or

(c) which is a Subsidiary of another Subsidiary of the holding corporation.

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

- (a) the invoice or pro forma invoice issued by the Contractor to the Employer/Investor for the purpose of requesting 'Payment Certificates' under and as defined in the Design-Build Contract; and
- (b) a copy of the relevant 'Payment Certificates' (under and as defined in the Design-Build Contract) issued by the Employer/Investor to the Contractor,

in each case in relation to amounts requested under the relevant Utilisation Request.

"Taking-Over Certificate" has the meaning given to such term in the Design-Build Contract as at the date of this Agreement.

"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).

"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.

"Total Commitments" means the aggregate of the Commitments, being EUR 79,916,833.43 as at the date of this Agreement.

"Transaction Documents" means the Finance Documents and the Design-Build Contract.

"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.

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

"US" means the United States of America.

"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 form set out in Schedule 3, (*Utilisation Request*).

"VAT" means:

- (a) value added tax as provided for in the Value Added Tax Act (Zakon o porezu na dodatu vrednost), Official Gazette of the Republic of Serbia, nos. 84/2004, 86/2004, 61/2005, 61/2007, 93/2012, 108/2013, 6/2014, 68/2014, 142/2014, 5/2015, 83/2015, 5/2016, 108/2016, 7/2017, 113/2017, 13/2018, 30/2018,4/2019, 72/19, 8/2020 and 153/2020;
- (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (c) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (b) above, or imposed elsewhere.

"World Bank" means the World Bank Group, including the International Bank for Reconstruction and Development, The International Development Association (IDA), The International Finance Corporation (IFC) and The Multilateral Investment Guarantee Agency (MIGA).

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
 - (i) the **"Agent"**, the **"Arranger"**, the **"Borrower"** any **"Finance Party"**, any **"Lender"**, **"Sinosure"** 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 or, as applicable, the Sinosure Policy;
 - (ii) an **"agency"** shall be construed so as to include any governmental, intergovernmental or supranational agency, authority, body, central bank, commission, department, ministry, organisation, statutory corporation or tribunal (including any political sub-division, national, regional or municipal government and any administrative, fiscal, judicial, regulatory or self-regulatory body or person);

- (iii) a document in "**agreed form**" is a document which is previously agreed in writing by or on behalf of the Borrower and the Agent or, if not so agreed, is in the form specified by the Agent;
 - (iv) "**assets**" includes present and future properties, revenues and rights of every description;
 - (v) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (vi) a "**group of Lenders**" includes all the Lenders;
 - (vii) "**guarantee**" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
 - (viii) "**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;
 - (ix) a "**person**" includes any individual, firm, company, limited liability company, limited joint venture, joint stock company, unincorporated organisation, trust or other judicial entity, corporation, government, ministry, department, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity or political subdivision thereof or any other entity (whether or not having separate legal personality);
 - (x) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any agency;
 - (xi) a provision of law is a reference to that provision as amended or re-enacted; and
 - (xii) a time of day is a reference to Paris 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 waived.

1.3 **Currency symbols and definitions**

"€", "EUR" and "euro" denote the single currency of the Participating Member States.

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 paragraph (c) below and the provisions of the Third Parties Act, Sinasure may rely on Clause 17.1 (*Transaction expenses*).
- (c) Subject to Clause 34.3 (*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.

2. **EFFECTIVENESS**

2.1 **Effective Date**

- (a) This Agreement shall take effect on the date on which the Agent notifies the Borrower that the law on the ratification of this Agreement by the National Assembly of the Republic of Serbia has been published in the Official Gazette of the Republic of Serbia, in form and substance satisfactory to the Agent (acting on the instructions of all Lenders).
- (b) The Agent shall promptly notify the Borrower and the Lenders in writing upon being so satisfied.
- (c) For the avoidance of doubt, prior to the Effective Date, the Facility and the obligations of the Lenders are uncommitted and there is no obligation on any Finance Party to agree to any Utilisation Request or make any Utilisation available.
- (d) Notwithstanding paragraph (a) above, the provisions of Clause 35 (*Confidential Information*) and Clauses 40 (*Governing law*) to 42 (*Jurisdiction*) (inclusive) shall take effect on the date of this Agreement.

2.2 Longstop Date

If the Effective Date has not occurred by 31 January 2022 (or any later date which the Agent, acting on the instructions of all Lenders, has notified to the Borrower), this Agreement shall not take effect and no Party shall have any rights or obligations hereunder, save to the extent contemplated in paragraph (d) of Clause 2.1 (*Effective Date*).

SECTION 2 THE FACILITY

3. THE FACILITY

3.1 The Facility

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

3.2 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 is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with Clause 3.2(c). 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.

3.3 Sinosure override

- (a) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall oblige any Finance Party to act (or not act) in a manner that is inconsistent with any requirement of Sinosure in respect of the Facility, under, or in connection with, the Sinosure Policy and, in particular each Finance Party shall:
 - (i) be authorised to take all such actions as it may deem necessary to ensure that all requirements of Sinosure under or in connection with the Sinosure Policy are complied with in respect of the Facility; and
 - (ii) not be obliged to do anything in respect of the Facility, if, in its opinion, acting reasonably, to do so could result in a breach of

any requirements of Sinasure under or in connection with the Sinasure Policy or affect the validity of the Sinasure Policy.

- (b) The Borrower agrees and acknowledges that:
- (i) the Sinasure Policy is a separate arrangement between Sinasure and the Lenders and the Borrower shall not have any right or recourse against the Lenders in respect of, or arising by reason of, any payment made by Sinasure to any Finance Party pursuant to the Sinasure Policy;
 - (ii) the Finance Parties may act on the instructions of the Authorities in relation to this Agreement;
 - (iii) a Finance Party will not be acting or making any determination unreasonably if such action or such determination is made in accordance with the Sinasure Policy or any instructions given to it by Sinasure. Each Party agrees that it will not hold any Finance Party responsible for complying with any such instructions;
 - (iv) 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
 - (v) 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.
- (c) Nothing in this Clause shall affect the obligations of the Borrower under this Agreement.

3.4 **The Borrower and the Design-Build Contract**

- (a) The Borrower's obligations (including, without limitation, its payment obligations) under this Agreement are unconditional and irrevocable and accordingly are not:

- (i) subject to or dependent upon the execution or performance by the MoCTI, the Employer/Investor, the Contractor or any other person of its obligations under the Design-Build Contract; nor
- (ii) affected or discharged by any matter affecting the Design-Build Contract or the Contractor including the following:
 - (A) any dispute under the Design-Build Contract nor any claim which the Borrower, the MoCTI, the Employer/Investor, the Contractor or any other person may have against, or consider that it has against, any person under the Design-Build Contract;
 - (B) the fact that all or any part of the sums requested under a Utilisation Request is or was not payable to the Contractor;
 - (C) the insolvency or dissolution of the Contractor;
 - (D) any action or inaction (whether negligent or by wilful misconduct or fraud) of the Contractor or any other person (or any of its agents, contractors, officers or employees);
 - (E) the fact that a Loan is drawn and applied in accordance with a Utilisation Request which has proven incorrect in any aspect;
 - (F) the Contractor being subject to an amalgamation, demerger, merger or reconstruction;
 - (G) any unenforceability, illegality or invalidity of any obligation of any person under the Design-Build Contract or any documents or agreements relating to the Design-Build Contract; or
 - (H) the breach, frustration or non-fulfilment of any provision of the Design-Build Contract or any documents or agreements related thereto or the destruction, non-completion or non-functioning of the Project.
- (b) The Borrower acknowledges that the foregoing is an essential condition of each Lender's entry into this Agreement, and accordingly, by advancing the full amount of its Commitment (subject to and in accordance with the terms and conditions of this Agreement) each Lender shall have fulfilled its funding obligations under this Agreement.
- (c) Without prejudice to the generality of Clause 3.4(a), the Borrower agrees that:

- (i) it will not claim to be relieved of the performance of any of its obligations under this Agreement by reason of any failure, delay or default whatsoever on the part of the Contractor in the performance of its obligations under the Design-Build Contract; and
- (ii) its liability to make payments under this Agreement shall be independent and shall not be the subject of any rights of set off or counterclaim arising from any dispute over or in connection with the supply of goods or services under the Design-Build Contract.

4. **PURPOSE**

4.1 **Purpose**

- (a) The Borrower shall apply all amounts borrowed by it under the Facility to finance up to 85% of the Contract Price.
- (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 any Down Payment.

4.2 **Monitoring**

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

5. **CONDITIONS OF UTILISATION**

5.1 **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*) 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 Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in Clause 5.1(a), 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.
- (c) The conditions precedent described in Schedule 2 (*Conditions Precedent*) are for the benefit of the Agent and the Lenders and the Agent (acting on the instructions of the Majority Lenders) may waive any or all of those conditions precedent in whole or in part and decide when and if each of those conditions precedent has been fulfilled to its satisfaction.

5.2 Further conditions precedent

The Lenders will only be obliged to comply with Clause 6.5 (*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 External Financial Indebtedness is due and unpaid;
- (d) no Sinosure Policy Event has occurred or would result from the proposed Loan;
- (e) the Agent has not received a notice from Sinosure requesting that further advances be suspended or terminated under this Agreement (unless such notice has been withdrawn by Sinosure);
- (f) the Borrower has provided copies of all relevant Authorisations relating to the proposed Loan including, without limitation, evidence of the inclusion of the proposed Loan in the relevant annual budget law of the Republic of Serbia;
- (g) the Agent is satisfied that:
 - (i) the Sinosure Policy is in full force and effect and has not been suspended, repudiated, terminated or cancelled;
 - (ii) the credit insurance cover under the Sinosure Policy has been issued on terms covering commercial risks and political risks extending to 95% of the proposed Loan and interest thereon during the period that the relevant Loan is outstanding; and
 - (iii) all conditions of the Sinosure Policy and the relevant credit insurance cover have been fulfilled;
- (h) the Agent has received such documents, evidence or certification as Sinosure may require with respect to the Borrower or in connection with the Transaction Documents or any Sinosure related documents;
- (i) the Lenders are not required by the terms of the Sinosure Policy to suspend or cancel the making of the Loan;
- (j) there is no outstanding notice of mandatory prepayment from the Agent under Clause 8 (*Prepayment and cancellation*);
- (k) there has been no event or circumstance that in the opinion of the Majority Lenders constitutes or may constitute a material adverse change in the Republic of Serbia or in its international financial, economic or political or social conditions, including any sovereign risk

downgrading of the Republic of Serbia by an international agency and/or deterioration in financial sector of the Republic of Serbia, war, civil war, revolution, uprising, acts of terrorism and/or sabotage, an extension of exchange controls or a debt moratorium, or a change in law or regulation or in the political, economic, financial, commercial, legal and fiscal environment of the Republic of Serbia, and which in the opinion of the Majority Lenders would make it inadvisable to proceed with the Utilisations; and

- (1) the Agent is satisfied with the confirmations set out in each Utilisation Request and the documents attached thereto, including but not limited to the Contractor's confirmation in the Contractor Certificate that it has been paid (other than from the proceeds of any Utilisation) an amount not less than the Down Payment in respect of the full amount payable to the Contractor under the Design-Build Contract in respect of which any Loans have been advanced or are due to be advanced on or prior to the proposed Utilisation Date.

SECTION 3 UTILISATION

6. UTILISATION

6.1 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivery to the Agent of a duly completed Utilisation Request which attaches a duly completed Contractor Certificate signed by a Contractor Authorised Signatory no later than the Specified Time.

6.2 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 6.4 (*Currency and amount*);
 - (iii) it provides for the proceeds of the proposed Utilisation to be credited to the Contractor Account;
 - (iv) it is accompanied by a duly completed Contractor Certificate executed by a Contractor Authorised Signatory, including the Supporting Documents and all other attachments (if any) referred to therein, in each case in form and substance satisfactory to the Agent; and
 - (v) it is signed by a Borrower Authorised Signatory.
- (b) The Borrower shall supply the Agent with any additional documents or other evidence reasonably requested by it in connection with a proposed Utilisation or the Contractor Certificate or Supporting Documents relating to that proposed Utilisation.
- (c) Only one Loan may be requested in each Utilisation Request.

6.3 Utilisation Limits of the Facility

Unless otherwise agreed by the Agent in writing (acting on the instructions of the Majority Lenders) no more than one Utilisation Request may be submitted in any Month.

6.4 Currency and amount

- (a) The currency specified in a Utilisation Request must be euro.

- (b) The amount of the proposed Loan must be an amount which is not more than the Available Facility and which is a minimum of EUR 1,000,000 or, if less, the Available Facility.

6.5 **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 by the Specified Time.

6.6 **Cancellation of Commitment**

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

**SECTION 4
REPAYMENT, PREPAYMENT AND CANCELLATION**

7. REPAYMENT

7.1 Repayment of Loans

- (a) The Borrower shall repay the Loans in 14 equal instalments by repaying on each Repayment Date an amount which reduces the amount of outstanding Loans by an amount equal to 1/14th of the Loans borrowed by the Borrower as at close of business in Paris on the last day of the Availability Period.
- (b) The instalments referred to in paragraph (a) above shall be payable as follows:
 - (i) the first such instalment shall become due and payable on the First Repayment Date; and
 - (ii) the Borrower shall continue to pay further such instalments on each succeeding Repayment Date until it has repaid all outstanding Loans.
- (c) The Borrower shall repay all outstanding amounts of the Final Maturity Date.

7.2 Reborrowing

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

7.3 Absolute obligation to repay Loans

The Borrower acknowledges that it will be obliged to repay each Loan in full in accordance with the terms of this Agreement, notwithstanding that the proceeds of such Loan are to be paid directly to the Contractor.

8. PREPAYMENT AND CANCELLATION

8.1 Illegality

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

- (a) that Lender shall promptly notify the Agent (who must then promptly notify the Borrower) 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 Clause 8.6(d) (*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 that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participations repaid.

8.2 **Material Design-Build Contract Change**

If a Material Design-Build Contract Change is made without the prior written consent of the Agent:

- (a) the Lenders shall not be obliged to fund a Utilisation; and
- (b) if the Majority Lenders so require, and with the prior consent of Sinosure, the Agent shall, by not less than five 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 amounts will become immediately due and payable.

8.3 **Sinosure Policy Event**

If a Sinosure Policy Event occurs:

- (a) the Agent must promptly notify the Borrower and the Lenders upon becoming aware of that event;
- (b) a Lender shall not be obliged to fund a Utilisation; and
- (c) if a Lender so requires, the Agent shall, by not less than 20 Business Days' notice to the Borrower, cancel the Available Commitment of that Lender and declare the participation of that Lender in all Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents immediately due and payable, whereupon the Commitment of that Lender shall immediately cease to be available for further utilisation and all such Loans, accrued interest and other amounts shall become immediately due and payable.

8.4 **Voluntary cancellation**

- (a) Subject to the prior approval of Sinosure, the Borrower may, if it gives the Agent not less than 30 Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of EUR 5,000,000) of the Available Facility. Any cancellation under this Clause 8.4 shall reduce the Commitments of the Lenders rateably.

- (b) No voluntary cancellation under this Clause of all or any part of the Lenders' Commitments shall be permitted prior to the end of the Availability Period without the prior written confirmation of the Agent (on behalf of each Lender).

8.5 Voluntary prepayment of Loans

- (a) The Borrower may, if it gives the Agent not less than 30 Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, 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 5,000,000).
- (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 8.5 shall satisfy the obligations under Clause 7.1 (*Repayment of Loans*) in inverse chronological order.

8.6 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 Clause 13.2(c) (*Tax gross-up*); or
 - (ii) any Lender claims indemnification from the Borrower under Clause 13.3(*Tax indemnity*) or Clause 14.1 (*Increased costs*),

the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, and subject to the prior approval of Sinosure, 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 Clause 8.6(d).

- (b) On receipt of a notice of cancellation referred to in Clause 8.6(a), the Available Commitment of that Lender shall be immediately reduced to zero.
- (c) On the last day of each Interest Period which ends after the Borrower has given notice of cancellation under Clause 8.6(a) (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender's participation in that Loan and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participation repaid.

- (d) If:
- (i) any of the circumstances set out in Clause 8.6(a) apply to a Lender; or
 - (ii) the Borrower becomes obliged to pay any amount in accordance with Clause 8.1 (*Illegality*),

the Borrower may on 30 Business Days' prior notice to the Agent and that Lender and with the prior consent of Sinasure, replace that Lender by requiring that Lender to (and, to the extent permitted by law, that Lender shall) transfer pursuant to Clause 23 (*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 and acceptable to Sinasure which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 23 (*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 (to the extent that the Agent has not given a notification under Clause 23.9 (*Pro rata interest settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents.

- (e) The replacement of a Lender pursuant to Clause 8.6(d) 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 Clause 8.6(d) 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 Clause 8.6(d) 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 Clause 8.6(e)(iv) as soon as reasonably practicable following delivery of a notice referred to in Clause 8.6(d) and shall notify the Agent and the Borrower when it is satisfied that it has complied with those checks.

8.7 Restrictions

- (a) Any notice of cancellation or prepayment given by any Party under this Clause 8 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) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.
- (c) The Borrower may not reborrow any part of the Facility which is prepaid.
- (d) 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.
- (e) No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.
- (f) If the Agent receives a notice under this Clause 8 it shall promptly forward a copy of that notice to either the Borrower or the affected Lender, as appropriate.
- (g) 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.

8.8 Application of prepayments

Any prepayment of a Loan pursuant to Clause 8.5 (*Voluntary prepayment of Loans*) shall be applied pro rata to each Lender's participation in that Loan.

**SECTION 5
COSTS OF UTILISATION**

9. INTEREST

9.1 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

9.2 Payment of interest

The Borrower shall pay accrued interest on each Loan on the last day of each Interest Period.

9.3 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 overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to Clause 9.3(b), is one per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 9.3 shall be immediately payable by the Borrower on demand by the Agent.
- (b) If any overdue amount 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 overdue amount 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 one per cent. per annum higher than the rate which would have applied if the overdue amount had not become due.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

9.4 **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.

10. **INTEREST PERIODS**

10.1 **Interest Periods**

The period for which each Loan is outstanding shall be divided into successive Interest Periods, each of which (other than the first Interest Period for that Loan, which shall begin on its Utilisation Date) shall start on the last day of such preceding period.

10.2 **Duration**

- (a) The last day of an Interest Period for a Loan shall be the earlier of:
 - (i) the date falling six Months after the first day of that Interest Period;
 - (ii) the last day of an Interest Period of any other Loan; and
 - (iii) the first Repayment Date falling after the first day of that Interest Period.
- (b) An Interest Period for a Loan shall not extend beyond the Final Maturity Date.

10.3 **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).

10.4 **Consolidation of Loans**

If two or more Interest Periods relate to Loans and 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.

11. **CHANGES TO THE CALCULATION OF INTEREST**

11.1 **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) **Cost of funds:** If no Screen Rate is available for EURIBOR for:
- (i) euro; or
 - (ii) the Interest Period of a Loan and it is not possible to calculate the Interpolated Screen Rate,

there shall be no EURIBOR for that Loan and Clause 11.3 (*Cost of funds*) shall apply to that Loan for that Interest Period.

11.2 Market disruption

If before close of business in London on the Quotation Day for the relevant Interest Period the Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed 40 per cent. of that Loan) that the cost to it of funding its participation in that Loan from whatever source it may reasonably select would be in excess of EURIBOR then Clause 11.3 (*Cost of funds*) shall apply to that Loan for the relevant Interest Period.

11.3 Cost of funds

- (a) If this Clause 11.3 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 no later than the day falling five Business Days before the date on which 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 11.3 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 30 days) with a view to agreeing a substitute basis for determining the rate of interest.
- (c) Any alternative basis agreed pursuant to Clause 11.3(b) shall, with the prior consent of all the Lenders and the Borrower, be binding on all Parties.

11.4 Notification to Borrower

If Clause 11.3 (*Cost of funds*) applies the Agent shall, as soon as is practicable, notify the Borrower.

11.5 **Break Costs**

- (a) The Borrower shall, within three 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.

12. **FEES AND SINOSURE PREMIUM**

12.1 **Commitment fee**

- (a) The Borrower shall pay to the Agent (for the account of each Lender) a fee computed at the rate of 0.3 per cent. per annum on that Lender's Available Commitment for the Availability Period (the "**Commitment Fee**").
- (b) The accrued Commitment Fee is payable on the last day of each successive period of six 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 Lender's Commitment at the time the cancellation is effective.

12.2 **Arrangement fee**

The Borrower shall pay to the Arranger an arrangement fee in the amount and at the times agreed in a Fee Letter.

12.3 **Agency fee**

The Borrower shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

12.4 **Sinosure Premium**

- (a) The Borrower shall pay the Sinosure Premium directly to Sinosure prior to the CP Satisfaction Date.
- (b) The Borrower acknowledges that:
 - (i) no part of the Sinosure Premium is refundable for any reason whatsoever except with the specific approval of Sinosure;
 - (ii) although the Borrower may request that the Agent approach Sinosure for a refund of any part of the Sinosure Premium, no Finance Party will be under no obligation whatsoever to refund any such amount of the Sinosure Premium unless:

- (A) Sinasure specifically approves the refund; and
- (B) Sinasure actually refunds to the Agent an amount of the Sinasure Premium equal to the amount of the requested refund, and

the Agent will charge additional fees for the refund, the amount of which is to be determined between the Agent and the Borrower at the time of the request of the Borrower; and

- (iii) for the avoidance of doubt, no Finance Party will be liable to the Borrower should Sinasure refuse to refund any such amount of the Sinasure Premium.
- (c) The Borrower acknowledges and each Finance Party confirms that no Finance Party is in any way involved in the calculation of any part of the Sinasure Premium.
 - (d) The Borrower shall not raise against any Finance Party any claim or defence of any kind whatsoever in relation to the calculation or payment of any part of the Sinasure Premium.

**SECTION 6
ADDITIONAL PAYMENT OBLIGATIONS**

13. TAX GROSS UP AND INDEMNITIES

13.1 Definitions

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 Payment" means either the increase in a payment made by the Borrower to a Finance Party under Clause 13.2 (*Tax gross-up*) or a payment under Clause 13.3 (*Tax indemnity*).

Unless a contrary indication appears, in this Clause 13 a reference to **"determines"** or **"determined"** means a determination made in the absolute discretion of the person making the determination.

13.2 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 the Borrower 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, the Borrower 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 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower making that Tax Deduction 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.

13.3 Tax indemnity

- (a) The Borrower shall (within three Business Days of 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) Clause 13.3(a) 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 is compensated for by an increased payment under Clause 13.2 (*Tax gross-up*).
- (c) A Protected Party making, or intending to make a claim under Clause 13.3(a) 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 13.3, notify the Agent.

13.4 Tax Credit

If the Borrower makes a Tax Payment and the relevant Finance Party determines that:

- (a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Finance Party has obtained and utilised 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 not been required to be made by the Borrower.

13.5 Stamp taxes

The Borrower shall pay and, within three Business Days of demand, 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.

13.6 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 Clause 13.6(b), 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 "**Supplier**") to any other Finance Party (the "**Recipient**") under a Finance Document, and any Party other than the Recipient (the "**Relevant Party**") is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
 - (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this Clause 13.6(b)(i) applies) promptly pay to the 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 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) Any reference in this Clause 13.6 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "**representative member**" to have the same meaning as in the Value Added Tax Act 1994).
- (e) 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.

13.7 **FATCA Information**

- (a) Subject to paragraph (c) below, each Party shall, within ten Business 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 (a)(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.

13.8 FATCA Deduction

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no 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.
- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrower and the Agent and the Agent shall notify the other Finance Parties.

14. INCREASED COSTS

14.1 Increased costs

- (a) Subject to Clause 14.3 (*Exceptions*), the Borrower shall, within three Business Days of a 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 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;
 - (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.

14.2 **Increased cost claims**

- (a) A Finance Party intending to make a claim pursuant to Clause 14.1 (*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.

14.3 **Exceptions**

Clause 14.1 (*Increased costs*) does not apply to the extent any Increased Cost is:

- (a) attributable to a Tax Deduction required by law to be made by the Borrower;
- (b) attributable to a FATCA Deduction required to be made by a Party;
- (c) compensated for by Clause 13.3 (*Tax indemnity*) (or would have been compensated for under Clause 13.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in Clause 13.3(b) (*Tax indemnity*) applied); or
- (d) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.

15. **OTHER INDEMNITIES**

15.1 **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; or
 - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Borrower shall as an independent obligation, within three Business Days of 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.

15.2 Other indemnities

The Borrower shall, within three Business Days of 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 27 (*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); or
- (d) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower.

15.3 Indemnity to the Agent

The Borrower shall promptly indemnify the Agent against:

- (a) any cost, loss or liability incurred by it (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 it (otherwise than by reason of its gross negligence or wilful misconduct) in acting as Agent under the Finance Documents.

16. MITIGATION BY THE LENDERS

16.1 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 any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 8.1 (*Illegality*), Clause 13 (*Tax gross up and indemnities*) or Clause 14 (*Increased costs*), including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.
- (b) Clause 16.1(a) does not in any way limit the obligations of the Borrower under the Finance Documents.

16.2 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 16.1 (*Mitigation*).
- (b) A Finance Party is not obliged to take any steps under Clause 16.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

17. COSTS AND EXPENSES

17.1 Transaction expenses

The Borrower shall promptly on demand pay the Agent, the Arranger and Sinosure the amount of all costs and expenses (including without limitation, legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and syndication of:

- (a) this Agreement and any other documents referred to in this Agreement (including but not limited to the Sinosure Policy); and
- (b) any other Finance Documents executed after the date of this Agreement.

17.2 Amendment costs

If:

- (a) the Borrower requests an amendment, waiver or consent to a Finance Document;

- (b) an amendment is required pursuant to Clause 28.10 (*Change of currency*), or following the occurrence of a Screen Rate Replacement Event; or
- (c) an amendment to this Agreement is required to ensure that this Agreement complies with the terms of the Sinasure Policy or any other requirement of Sinasure,

the Borrower shall, within three Business Days of demand, reimburse the Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by them in responding to, evaluating, negotiating or complying with that request or requirement.

17.3 **Enforcement costs**

The Borrower shall, within three 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) or Sinasure 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.

17.4 **Environmental and Social Consultant**

The Borrower shall pay (or procure the payment of) any fees, costs or expenses of the Environmental and Social Consultant from time to time.

SECTION 7
REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

18. REPRESENTATIONS

The Borrower makes the representations and warranties set out in this Clause 18 to each Finance Party on the date of this Agreement and on the Effective Date.

18.1 Status

- (a) The Borrower has entered into and will exercise its rights and perform the obligations under the Finance Documents on behalf of the Republic of Serbia.
- (b) Each of the Borrower, the MoCTI and the Employer/Investor has the power to own its assets and carry on its operations and activities as they are being conducted.

18.2 Binding obligations

The obligations expressed to be assumed by each of the Borrower, the MoCTI and the Employer/Investor in each Transaction Document are legal, valid, binding and enforceable obligations (subject only, in the case of the Borrower, 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 the Republic of Serbia in which the law on ratification of this Agreement by the National Assembly of the Republic of Serbia has been published).

18.3 Non-conflict with other obligations

The entry into and performance by each of the Borrower, the MoCTI and the Employer/Investor of, and the transactions contemplated by, the Transaction Documents do not and will not conflict with:

- (a) any Applicable Law;
- (b) the constitution of the Republic of Serbia, any statutory act of any local or municipal authority in the Republic of Serbia (including, without limitation, the City of Belgrade) or their statutory documents or the statutory documents of any of their government agencies; or
- (c) any agreement mortgage, bond, judgment, arbitral award or other instrument international agreement or treaty, including with the IMF or any other international institution, to which it or its government agencies are party or which is binding upon them or any of their assets or constitute a default or termination event (however described) under any such agreement or instrument.

18.4 Authorisations

- (a) Each of the Borrower, the MoCTI and the Employer/Investor has full power to enter into, perform and deliver, and has taken all necessary actions to authorise the entry into and performance and delivery of, the relevant Transaction Documents to which it is or will be a party and the transactions contemplated by those Transaction Documents (subject only, in the case of the Borrower, 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 the Republic of Serbia in which the law on ratification of this Agreement by the National Assembly of the Republic of Serbia has been published).
- (b) No limit on the powers of the Borrower will be exceeded as a result of the borrowing or giving of guarantees or indemnities contemplated by the Finance Documents to which it is a party (including, for the avoidance of doubt, the limit on public debt set in the relevant annual budget law of the Republic of Serbia).
- (c) All Authorisations and acts which are required or advisable in connection with the entry into, performance, legality, validity and enforceability of, and the transactions contemplated by, the relevant Transaction Documents have been obtained or performed (as appropriate) and are in full force and effect.
- (d) It has the capacity to sue and be sued before any court and/or arbitration tribunal which may be competent pursuant to the Finance Documents.

18.5 Validity and admissibility in evidence

All Authorisations and other acts, conditions and things required or desirable:

- (a) to enable each of the Borrower, the MoCTI and the Employer/Investor lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;
- (b) to ensure that the obligations expressed to be assumed by each of the Borrower, the MoCTI and the Employer/Investor in the Transaction Documents are legal valid, binding and enforceable; and
- (c) to make the Transaction Documents to which each of the Borrower, the MoCTI and the Employer/Investor is a party admissible in evidence in the Republic of Serbia (subject to such Transaction Document being translated into Serbian language),

have been obtained or effected and are in full force and effect (other than, in the case of the Borrower, 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 the Republic of Serbia in which the

law on ratification of this Agreement by the National Assembly of the Republic of Serbia has been published).

18.6 **Governing law and enforcement**

- (a) The choice of the law stated to be the governing law of each Finance Document and all non-contractual obligations arising from or connected with them will be recognised and enforced in the Republic of Serbia.
- (b) Any arbitral award or court judgment obtained in England in relation to a Finance Document will be recognised and enforced in the Republic of Serbia.
- (c) The agreement not to claim immunity in relation to a Finance Document to which the Borrower or its assets may be entitled will be recognised and enforced in the Republic of Serbia

18.7 **Deduction of Tax**

- (a) Except for taxes imposed by way of withholding on interest paid to non-residents of the jurisdiction of the Borrower, it is not required to make any Tax Deduction for any payment it may make under any Finance Document.
- (b) To the extent it is required to make any Tax Deduction, it is authorised and permitted to pay any additional amounts payable to any Finance Party pursuant to Clause 13.2 (*Tax gross-up*).

18.8 **No filing or stamp taxes**

Under the law of the Republic of Serbia, 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, notarial or similar Taxes or fees be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents except that the Borrower is obliged to:

- (a) report (and pay the reporting fee) to the NBS:
 - (i) this Agreement and any changes thereto;
 - (ii) any changes to the Lenders; and
 - (iii) each Utilisation and each repayment or prepayment under this Agreement; and
- (b) register the relevant information pertaining to this Agreement in the public debt records kept by the Public Debt Administration of the Ministry of Finance of the Republic of Serbia.

18.9 No default

- (a) No Event of Default and, on the date of this Agreement and on the Effective Date, no Default is continuing or is reasonably likely to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Finance Document.
- (b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might have a Material Adverse Effect.

18.10 No misleading information

- (a) All factual information provided by or on behalf of it (including by its advisers) to a Finance Party in relation to the Facility was true, complete and accurate in all material respects as at the date it was provided and is not misleading in any respect.
- (b) Nothing has occurred or been omitted and no information has been given or withheld that results in the information provided by or on behalf of the Borrower or any of its government agencies (including by their advisers) being untrue or misleading in any material respect.

18.11 Financial position

- (a) There has been no material adverse change in the Borrower's, the MoCTI's or the Employer/Investor's economic condition since the date of this Agreement.
- (b) Any budgets and forecasts supplied under this Agreement were arrived at after careful consideration and have been prepared in good faith on the basis of recent historical information and on the basis of assumptions which were reasonable as at the date they were prepared and supplied.

18.12 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 in respect of External Financial Indebtedness (save for such obligations as may be preferred by provisions of law that are of mandatory application at the date hereof) and will be payable out of the public revenues and other assets of the Borrower.

18.13 No proceedings pending or threatened

- (a) No litigation, arbitration or administrative proceedings or investigations 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 and its government agencies.

- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order 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 and its government agencies, the MoCTI or the Employer/Investor.

18.14 **No breach of laws**

It has not breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.

18.15 **Environmental laws**

- (a) Each of the Borrower, the MoCTI, the Employer/Investor and, in relation to the Project, the Contractor, is in compliance with Clause 20.6 (*Environmental compliance*) and, to the best of its knowledge and belief (having made due and careful enquiry), no circumstances have occurred which would prevent such compliance.
- (b) No Environmental Claim has been commenced or (to the best of its knowledge and belief (having made due and careful enquiry)) is threatened against any of the Borrower, the MoCTI or the Employer/Investor.

18.16 **Anti-corruption and anti-money laundering laws**

- (a) Each of the Borrower, the MoCTI and the Employer/Investor, and each Subsidiary, minister, official, representative, director, officer, civil servant or (to the best knowledge of the Borrower) employee or agent of the Borrower, is in compliance with applicable Anti-Corruption Laws and Anti-Money Laundering Laws and has instituted and maintains as at the date of this Agreement and as at the Effective Date policies and procedures designed to promote and achieve compliance with such laws.
- (b) None of:
 - (i) the Borrower, the MoCTI or the Employer/Investor (nor, to the best of their knowledge and belief (having made due and careful enquiry), any minister, official, representative, agent, director, employee or officer of any of them); nor
 - (ii) (in any capacity in connection with the financing of the Project or in connection with the Design-Build Contract,) any of the Borrower's, the MoCTI's or the Employer/Investor's government agencies, (nor, to the best of their knowledge and belief (having made due and careful enquiry), any minister, official, representative, agent, director, employee or officer of any of any of them),

has made or received, or directed or authorised any other person to make or receive, any offer, payment or promise to pay, of any money, gift or other thing of value, directly or indirectly, to or for the use or benefit of any person, where this violates or would violate, or creates or would create liability for it or any other person under, any Anti-Corruption Laws or Anti-Money Laundering Laws.

- (c) None of:
- (i) the Borrower, the MoCTI or the Employer/Investor (nor to the best of their knowledge and belief (having made due and careful enquiry), any minister, official, representative, agent, director, employee or officer of any of them), nor
 - (ii) (in any capacity in connection with the financing of the Project or in connection with the Design-Build Contract) any of the Borrower's government agencies (nor to the best of their knowledge and belief (having made due and careful enquiry) any minister, official, representative, agent, director, employee or officer of any of the Borrower's government agencies),

is being investigated by any agency, or party to any proceedings, in each case in relation to any Anti-Corruption Laws or Anti-Money Laundering Laws.

18.17 **Sanctions Laws and Regulations**

- (a) None of the Borrower, the MoCTI, the Employer/Investor or any Subsidiary of the Borrower, nor any minister, official, representative, director or officer of the Borrower, the Employee or the Employer/Investor nor (to the knowledge of the Borrower) any employee, civil servant or agent of the Borrower, the MoCTI or the Employer/Investor, is a Sanctions Restricted Person or is directly or indirectly owned or controlled by persons that are Sanctions Restricted Persons.
- (b) No Utilisation, use of proceeds or other transaction contemplated by this Agreement (primarily being to pay amounts falling due to be paid to the Contractor under the Design-Build Contract in relation to the Project) will violate any applicable Sanctions.

18.18 **External Financial Indebtedness**

None of its External Financial Indebtedness is secured by any Security or Quasi-Security on or with respect to the Public Assets other than as permitted by this Agreement.

18.19 **Good title to assets**

Each of the Borrower, the MoCTI and the Employer/Investor has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary to carry on the Project.

18.20 **No immunity**

In any proceedings taken in the Republic of Serbia in relation to the Finance Documents, it will not be entitled to claim for itself or any of its assets immunity from suit or other legal process, except for immunity from enforcement in respect of any present or future:

- (a) "premises of the mission" as such term is defined in the Vienna Convention on Diplomatic Relations signed in 1961;
- (b) "consular premises" as such term is defined in the Vienna Convention on Consular Relations signed in 1963;
- (c) assets that cannot be in commerce;
- (d) military property or military assets and buildings, weapons or equipment designated for defence, state and public security;
- (e) receivables the assignment of which is restricted by law;
- (f) 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;
- (g) real estate in public ownership which is, partly or entirely, used by the authorities of the Republic of Serbia, autonomous provinces or local self-government for the purpose of exercising their rights and duties;
- (h) 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, or
- (i) movable or immovable assets of health institutions, unless a mortgage was established based on the Government's decision; or
- (j) other assets exempt from enforcement by law or international treaties,

(the assets listed in paragraphs (a) to (j) above (inclusive) being "**Excluded Assets**").

18.21 **Private and commercial acts**

Each of the Borrower's, the MoCTI's, and the Employer/Investor's execution of the Transaction Documents to which it is a party constitutes, and its exercise of its rights and performance of its obligations thereunder will

constitute, private and commercial acts done and performed for private and commercial purposes.

18.22 Design-Build Contract

- (a) *Design-Build Contract in form provided:* Other than as amended in a manner that would not result in an obligation to prepay all outstanding Loans pursuant to Clause 8.2 (*Material Design-Build Contract Change*), the Design-Build Contract is in the form delivered to the Agent prior to the date of this Agreement or, if more recently, pursuant to Clause 5.1 (*Initial conditions precedent*).
- (b) *Design-Build Contract in effect:* The Design-Build Contract is (or will immediately be, upon the occurrence of the Effective Date) in full force and effect and has not been suspended, terminated, cancelled or repudiated (in each case, in whole or in part).
- (c) *Obligations legal, valid and binding:* The obligations of the MoCTI and the Employer/Investor under the Design-Build Contract are legal, valid, binding and enforceable and do not and will not conflict with any applicable law or regulation.
- (d) *No force majeure or early termination event:* No event or circumstance has occurred that:
 - (i) gives rise or might reasonably be expected to give rise to a right to terminate early, suspend performance under, repudiate or cancel (in each case, in whole or in part) the Design-Build Contract; or
 - (ii) constitutes a force majeure event (howsoever described) in relation to or under the Design-Build Contract.
- (e) *No proceedings:* No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency has or have been started or, to the best of the Borrower's knowledge and belief, threatened in relation to the Design-Build Contract or the transactions contemplated under the Design-Build Contract and there are no disputes between the MoCTI and/or the Employer/Investor and the Contractor under the Design-Build Contract.
- (f) *No claims or liabilities:* There are no claims, liabilities or obligations in existence between the MoCTI and/or the Employer/Investor and the Contractor or any other person that are or might reasonably be expected to be materially detrimental to the rights of any Finance Party under the Finance Documents or under the Sinosure Policy.
- (g) *China Serbia Agreement:* The Agreement on Economic and Technical Cooperation in the Area of Infrastructure between the Government of the Republic of Serbia and the Government of China has been duly ratified by both parties, is in full force and effect and has not been

suspended, terminated, cancelled or repudiated (in each case, in whole or in part).

18.23 IMF

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

18.24 Exchange controls

- (a) Under the laws of the Republic of Serbia, all payments to be made under the Finance Documents may be freely transferred out of the Republic of Serbia and may be paid in, or freely converted into, the Facility Currency
- (b) The Borrower has obtained all foreign exchange control approvals or such other Authorisations as are required to assure the availability of the Facility Currency to enable the Borrower to perform all of its obligations under the Finance Documents to which it is a party.
- (c) There are no restrictions or requirements currently in effect that limit the availability or transfer of foreign exchange which would restrict the ability of the Borrower to perform its obligations under any Finance Document.

18.25 Public procurement rules

No public procurement rules were applicable with respect to the entry into of any Transaction Document by the Borrower, the MoCTI or the Employer/Investor, or the exercise by any of them of their rights, or the performance by any of them of their obligations, under the Transaction Documents to which they are a party.

18.26 Budget and limits

- (a) The funds necessary for the payment of all of the obligations of the Borrower under the Finance Documents in respect of the relevant period have been provided for under the Law Approving the Budget of the Republic of Serbia for that year (which for the year 2021 is *Zakon o budžetu Republike Srbije za 2021 godinu*, Official Gazette of the Republic of Serbia, no. 149/2020, 40/2021 and 100/2021).
- (b) Its borrowings and guarantees are within any limits (if any) set by the IMF, the World Bank and applicable international treaties.

18.27 Reserves

- (a) The Republic of Serbia and the NBS have full ownership, power, control and authority to use the Reserves.

- (b) The Borrower has fully disposable to it part of the available Reserves for the satisfaction and discharge of its obligations under the Finance Documents and does not require any licence or any other Authorisation of any person or Government Entity or other agency to use such part of the Reserves.
- (c) The Republic of Serbia is the beneficial owner of the Reserves.
- (d) The NBS is the central bank and monetary authority of the Republic of Serbia that is empowered to hold and manage the Reserves, including the part of the Reserves that is fully disposable by the Borrower, in a manner that contributes to the due performance of the Republic of Serbia's foreign debt obligations, which will include the obligations under the Finance Documents.

18.28 **Repetition**

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

19. **INFORMATION 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 **Annual Budget**

The Borrower shall deliver to the Agent in a form acceptable to the Agent (in sufficient copies for all the Lenders) as soon as the same become available, but in any event within 180 days after the end of each of its financial years the law approving the budget of the Republic of Serbia (*Zakon o budžetu Republike Srbije*) for that calendar year.

19.2 **Information: miscellaneous**

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

- (a) such information concerning the Design-Build Contract or the Project as may reasonably be requested by the Agent, any Lender or Sinasure from time to time;
- (b) all documents dispatched by the Borrower to its creditors of External Financial Indebtedness 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 the Borrower, and which might, if adversely determined, have a Material Adverse Effect;

- (d) promptly such other financial, statistical and general information regarding the financial condition, assets, functions and operations about the Borrower as the Agent may reasonably request, including any requested amplification or explanation or projections or any requested amplification or explanation of other material provided by the Borrower under this Agreement;
- (e) promptly a copy of changes to:
 - (i) the constitutional documents of the Borrower that effect the status of it; and
 - (ii) Public Debt Act (*Zakon o javnom dugu*, Official Gazette of the Republic of Serbia nos. 61/2005, 107/2009, 78/2011, 68/2015, 95/2018, 91/2019 and 149/2020) and the Budget System Act (*Zakon o budžetskom sistemu*, Official Gazette of the Republic of Serbia nos. 54/2009, 73/2010, 101/2010, 101/2011, 93/2012, 62/2013, 63/2013, 108/2013, 142/2014, 68/2015, 103/2015, 99/2016, 113/2017, 5/2018, 31/2019, 72/2019 and 149/2020);
- (f) notice of any change of a Borrower Authorised Signatory or a Contractor Authorised Signatory, accompanied by specimen signatures in the form of a certificate signed by an existing Borrower Authorised Signatory or Contractor Authorised Signatory (as appropriate);
- (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; and
- (h) subject to the confidentiality requirements that the Borrower is required to comply with as a matter of applicable policies (as consistently applied by the Republic of Serbia to all counterparties of the same type as the Finance Parties) and applicable laws and regulations, 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.

19.3 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 a Borrower Authorised Signatory 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).

19.4 Notification of Completion Date

The Borrower shall notify the Agent promptly on the occurrence of the Completion Date, such notification to include a copy of the Taking-Over Certificate.

19.5 Use of websites

- (a) The Borrower may satisfy its obligation under this Agreement to deliver any information in relation to those Lenders (the "**Website Lenders**") who accept this method of communication by posting this information onto an electronic website designated by the Borrower and the Agent (the "**Designated Website**") if:
 - (i) the Agent expressly agrees (after consultation with each of the Lenders) that it will accept communication of the information by this method;
 - (ii) both the Borrower and the Agent are aware of the address of and any relevant password specifications for the Designated Website; and
 - (iii) the information is in a format previously agreed between the Borrower and the Agent.
- (b) If any Lender (a "**Paper Form Lender**") does not agree to the delivery of information electronically then the Agent shall notify the Borrower accordingly and the Borrower shall supply the information to the Agent (in sufficient copies for each Paper Form Lender and Sinosure) in paper form. In any event, the Borrower shall supply the Agent with at least one copy in paper form of any information required to be provided by it.
- (c) The Agent shall supply each Website Lender with the address of and any relevant password specifications for the Designated Website following designation of that website by the Borrower and the Agent.
- (d) The Borrower shall promptly upon becoming aware of its occurrence notify the Agent if:
 - (i) the Designated Website cannot be accessed due to technical failure;
 - (ii) the password specifications for the Designated Website change;
 - (iii) any new information which is required to be provided under this Agreement is posted onto the Designated Website;
 - (iv) any existing information which has been provided under this Agreement and posted onto the Designated Website is amended; or

- (v) the Borrower becomes aware that the Designated Website or any information posted onto the Designated Website is or has been infected by any electronic virus or similar software.
- (e) If the Borrower notifies the Agent under paragraph (d)(i) or paragraph (d)(v) above, all information to be provided by the Borrower under this Agreement after the date of that notice shall be supplied in paper form unless and until the Agent and each Website Lender is satisfied that the circumstances giving rise to the notification are no longer continuing.
- (f) Any Website Lender may request, through the Agent, one paper copy of any information required to be provided under this Agreement which is posted onto the Designated Website. The Borrower shall comply with any such request within ten Business Days.

19.6 "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 Sinasure, the Agent or any Lender (or, in the case of Clause 19.6(a)(iii), 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 Sinasure, 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 Sinasure or any Lender) or any Lender (for itself or, in the case of the event described in Clause 19.6(a)(iii), on behalf of any prospective new Lender) in order for Sinasure, the Agent, such Lender or, in the case of the event described in Clause 19.6(a)(iii), 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 (for itself or on behalf of Sinasure), supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of Sinasure) in order for the Agent or Sinasure to carry out and be satisfied it has complied with all necessary

"know your customer" or other similar checks under all applicable law pursuant to the transactions contemplated in the Finance Documents and the Sinosure Policy.

19.7 **Design-Build Contract**

The Borrower shall notify the Agent if any amendment is made to the Design-Build Contract and shall promptly provide a copy of that amendment to the Agent.

19.8 **Provisional and final acceptance certificates**

The Borrower shall deliver to the Agent a copy of the provisional acceptance certificate and the final acceptance certificate issued under the Design-Build Contract or otherwise relating to the Project promptly following its issuance.

20. **GENERAL UNDERTAKINGS**

The undertakings in this Clause 20 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.

20.1 **Authorisations**

The Borrower shall (and shall ensure that in respect of paragraph (a) below, the MoCTI, and the Employer/Investor will):

- (a) maintain, comply with and do all that is necessary to maintain in full force and effect and (where applicable, and in such case as soon as practicable) obtain any Authorisation required under any Applicable Law in order to perform its obligations under, or for the legality, validity, enforceability or admissibility in evidence of the Transaction Documents (and supply certified copies to the Agent thereof) including, in respect of the Borrower only, any necessary Authorisation, if one is required, to ensure that the Borrower may fully dispose of any Reserves in order to perform its obligations under the Finance Documents; and
- (b) ensure that all amounts which are scheduled to fall due under the Transaction Documents in each calendar year are included in the law approving the budget of the Republic of Serbia (*Zakon o budžetu Republike Srbije*) for that calendar year.

20.2 **Compliance with laws**

- (a) The Borrower shall (and shall ensure that the MoCTI and the Employer/Investor will) comply in all respects with the Applicable Law, if failure so to comply would materially impair the Borrower's ability to perform its obligations under the Finance Documents.
- (b) The Borrower will (and shall ensure that the MoCTI and the Employer/Investor will) maintain in effect and enforce policies and

procedures designed to ensure compliance by the Borrower, the MoCTI, the Employer/Investor and their respective ministers, officials, representatives, directors, officers, employees and agents with Anti-Corruption Laws and Anti-Money Laundering Laws.

20.3 **IMF**

The Borrower shall fulfil its obligations as a member of the IMF and IBRD (or any successor of the IMF or IBRD) at all times.

20.4 **Negative pledge**

In this Clause 20.4, "**Quasi-Security**" means an arrangement or transaction described in paragraph (c) below.

- (a) The Borrower shall not, and shall ensure that each of its government agencies shall not, create or permit to subsist any Security over any Public Assets, owned or subsequently acquired, securing the payment of the Borrower's External Financial Indebtedness, unless at the same time or prior thereto, it or its agencies (as applicable) secure the Loans equally and rateably with such Security or provide such other arrangement (whether or not comprising Security) as is satisfactory to the Agent.
- (b) The Borrower shall ensure that neither it nor the MoCTI, nor the Employer/Investor nor any of their government agencies will:
 - (i) create or permit to subsist any Security or Quasi-Security over any assets comprised within the Project or any of the MoCTI's or the Employer/Investor's rights under the Design-Build Contract; or
 - (ii) sell, transfer or otherwise dispose of any assets comprised within the Project or any of the MoCTI's or the Employer/Investor's rights under the Design-Build Contract.
- (c) The Borrower shall ensure that neither it nor any of its government agencies will:
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Borrower or its government agencies;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of ac-counts; or
 - (iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising External Financial Indebtedness.

- (d) Paragraphs (a) and (c) above do not apply to any Security or (as the case may be) Quasi-Security, listed below:
- (i) any netting or set-off arrangement entered into by the Borrower or any of its government agencies in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
 - (ii) any payment or close out netting or set-off arrangement pursuant to any hedging transaction entered into by the Borrower and its government agencies for the purpose of:
 - (A) hedging any risk to which any government agencies are exposed in their ordinary course of trading; or
 - (B) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only,
 excluding, in each case, any Security or Quasi-Security under a credit support arrangement in relation to a hedging transaction;
 - (iii) any lien arising by operation of law;
 - (iv) any Security or Quasi Security upon property incurred solely for the purpose of financing the acquisition or construction of such property;
 - (v) any Security or Quasi Security existing on property at the time of its acquisition;
 - (vi) any renewal or extension of any Security or Quasi Security of the kind de-scribed in paragraphs (i) to (v) above, provided that the principal amount of the External Financial Indebtedness secured is not increased and such renewal or extension is limited to the original property covered thereby; and
 - (vii) in addition to the Security or Quasi Security described in paragraphs (i) to (vi) above, Security over Public Assets in any calendar year having a market value of EUR 1,000,000 (in aggregate) or its equivalent in other currencies.

20.5 Disposals

The Borrower shall not transfer or permit the transfer of any Public Assets to any separate agency, Government Entity or other legal entity controlled directly or indirectly by the Borrower or any of its agencies (i) for the purpose of avoiding the negative pledge in Clause 20.4 (*Negative pledge*) or (ii) if the transfer would impair its ability, or the MoCTI's or the Employer/Investor's

ability, to perform their obligations under the Transaction Documents, other than:

- (a) disposals in the ordinary course of trading;
- (b) disposals of assets (otherwise than in the ordinary course of business) for full cash consideration, provided that such disposal does not relate to or affect any assets comprised within the Project or any of the MoCTI's or the Employer/Investor's rights under the Design-Build Contract;
- (c) disposals of assets in exchange for other assets comparable or superior as to type, value or quality;
- (d) disposals of cash raised or borrowed for the purpose for which it was raised or borrowed;
- (e) disposals with the prior written consent of the Agent; and
- (f) any other disposal for full value of an asset unless such disposal might (in the opinion of the Majority Lenders) have a Material Adverse Effect.

20.6 Environmental compliance

The Borrower shall (and it shall ensure that each of the MoCTI, the Employer/Investor and, in relation to the Project, the Contractor will):

- (a) comply with all Environmental Laws;
- (b) obtain, maintain and ensure compliance with all requisite Environmental Permits;
- (c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law.

20.7 Compliance with the Environmental and Social Action Plan (ESAP)

- (a) The Borrower shall:
 - (i) comply (and ensure the compliance of any other party, including the MoCTI, the Employer/Investor and the Contractor) with all material aspects relating to all terms, requirements and conditions set forth in the Environmental and Social Action Plan (ESAP), in accordance with the timetable for compliance and taking full account of all applicable laws (including applicable Environmental and Social Requirements); and
 - (ii) cooperate and supply all necessary assistance to the Environmental and Social Consultant in the conduct and evaluation the compliance with the Environmental and Social

Action Plan (ESAP), in particular by allowing the Environmental and Social Consultant to have, during normal business hours in the Republic of Serbia and after reasonable prior notice, reasonable access to all its properties and premises, and to all agents, employees, representatives or others, to accounting records, files, computer programs and any other data or information that may be necessary to control the declarations under the Environmental and Social Action Plan (ESAP).

- (b) The Borrower shall (and shall procure that the MoCTI and the Employer/Investor shall) promptly perform all actions required of it under the Environmental and Social Action Plan (ESAP) or pursuant to any binding recommendation or requirement of the Environmental and Social Consultant (including any recommendation made in any Environmental and Social Monitoring Report), in each case within the time period specified therein or by the Environmental and Social Consultant (or, if no such time period is stipulated, as the Agent may specify).
- (c) If the Borrower fails to perform or comply with any of the obligations to be assumed by it in paragraphs 20.6 (*Environmental compliance*) and this Clause 20.7, the Borrower shall (and shall procure that the MoCTI or the Employer/Investor shall, as applicable):
 - (i) immediately notify the Agent; and
 - (ii) within ten Business Days of being notified of or becoming aware of such failure to perform or comply, deliver a Corrective Action Plan, setting out the measures to remove, remedy, abate, contain, treat, ameliorate or otherwise render compliant the relevant circumstances or event which has led to such non-performance or non-compliance. The Corrective Action Plan shall specify time bound actions, targets and success criteria or objectives to be achieved in remedying such non-performance or non-compliance and the Borrower shall comply with and shall ensure that the Contractor complies with any such Corrective Action Plan (with any amendments thereto approved by the Agent (acting on instructions of the Majority Lenders)).

20.8 Environmental Claims

The Borrower shall (and it shall ensure that each of the MoCTI, the Employer/Investor and any Subsidiary, minister, official, representative, director, officer, employee, civil servant and agent of the Borrower will) promptly and in any case within three Business Days of becoming aware of the same, inform the Agent in writing of:

- (a) any Environmental Claim against it or any of them which is current, pending or threatened; and

- (b) any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against it (or any of them).

20.9 **Anti-corruption and anti-money laundering laws**

The Borrower shall, and shall procure that the MoCTI, the Employer/Investor and any Subsidiary, minister, official, representative, director, officer, employee, civil servant or agent of the Borrower will:

- (a) comply with and conduct its functions and operations in compliance with applicable Anti-Corruption Laws and Anti-Money Laundering Laws; and
- (b) not directly or indirectly use the proceeds of the Facility for any purpose which would breach any Anti-Corruption Laws or Anti-Money Laundering Laws;
- (c) maintain policies and procedures designed to promote and achieve compliance with Anti-Corruption Laws and Anti-Money Laundering Laws;
- (d) not request any Loan, and shall not use, and shall procure that its ministers, officials, representatives, officers, employees and agents shall not use, the proceeds of any Loan in furtherance of an offer, payment, promise to pay, or authorisation of the payment or giving of money, or anything else of value, to any person in violation of any Anti-Corruption Laws or Anti-Money Laundering Laws; and
- (e) not directly or indirectly, authorise, offer, promise, or make payments of anything of value, including but not limited to cash, cheques, wire transfers, tangible and intangible gifts, favours, services, and those entertainment and travel expenses that go beyond what is reasonable and customary and of modest value to:
 - (i) an executive, official, employee or agent of a governmental department, agency or instrumentality;
 - (ii) a director, officer, employee or agent of a wholly or partially government-owned or controlled company or business;
 - (iii) a political party or official thereof, or candidate for political office;
 - (iv) a foreign public official; or
 - (v) any other person,

while knowing or having a reasonable belief that all or some portion will be used for any the purpose of:

- (A) influencing any act, decision or failure to act by any such person in his or her official capacity;
- (B) inducing any such person to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity; or
- (C) securing an unlawful advantage, in order to obtain, retain or direct business.

20.10 Sanctions

The Borrower will not request any Utilisation, and the Borrower shall not use, and shall procure that the MoCTI and the Employer/Investor, and its or their respective ministers, officials, representatives, directors, officers, employees and agents shall not use, the proceeds of any Utilisation (a) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctions Restricted Person, or in any Sanctioned Territory, or (b) in any manner that would result in the violation of any Sanctions applicable to any party.

20.11 Insurance

The Borrower shall:

- (a) procure that any goods and/or services to be supplied under the Design-Build Contract will be insured to the satisfaction of the Agent against the risk of loss or damage in accordance with normal commercial practice for similar contracts until final acceptance of those goods and/or services under the Design-Build Contract; and
- (b) produce to the Agent (from time to time at the Agent's request) evidence that such insurance has been effected and maintained.

20.12 Pari passu ranking

The Borrower shall ensure that at all times all its unsecured and unsubordinated obligations to the Finance Parties (or any of them) against it under the Finance Documents rank at least *pari passu* with its obligations to all of its other unsecured and unsubordinated creditors save for such obligations as may be preferred by provisions of law that are of mandatory application at the date hereof and, in the case of the Borrower, will be payable out of the public revenues and other assets of the Borrower.

20.13 Site visits

- (a) The Borrower shall, or shall procure that the MoCTI or the Employer/Investor will, at the request of Sinosure, ensure access to the Project and arrange for a site visit by Sinosure or its nominated representative or the Environmental and Social Consultant:

- (i) at any time while a Corrective Action Plan is in place or when a Default has occurred and is continuing; and
 - (ii) for the purpose of monitoring the performance of the Environmental and Social Requirements (other than compliance with a Corrective Action Plan).
 - (A) in the case of Sinosure or its nominated representative, at least once in each twelve (12) month period; and
 - (B) in the case of the Environmental and Social Consultant, at least every 3 months during the period prior to the Completion Date and 6 months in the period following the Completion Date until 24 months after the Completion Date.
- (b) The Borrower shall ensure that Sinosure or its nominated representative, and the Environmental and Social Consultant, are promptly and duly informed regarding, and have the right to attend, any multi-stakeholder meeting or focus groups or other meetings which form any part of the Borrower, the MoCTI's and/or Employer/Investor's public consultation process in relation to the Project.
- (c) The agenda, scope and (subject to paragraph (a) above) timing of any site visits shall be determined by Sinosure or its nominated representative or the Environmental and Social Consultant following consultation with the Borrower.
- (d) The Borrower shall pay all reasonable costs and expenses of Sinosure and/or its nominated representatives in relation to each site visit. To the extent that Sinosure or its nominated representative itself was required directly to pay any costs or expenses then the Borrower shall, within seven Business Days of written demand, reimburse Sinosure and/or its nominated representative any such amounts incurred.
- (e) To the extent reasonably practicable, in advance of any visit to be made by Sinosure, its nominated representative, or the Environmental and Social Consultant:
- (i) Sinosure, its nominated representative, or the Environmental and Social Consultant shall provide the Borrower with written details of those matters that Sinosure, its nominated representative, or the Environmental and Social Consultant wish to address during the proposed visit in order to assist the Borrower in arranging the visit; and
 - (ii) the Borrower shall provide Sinosure, its nominated representative, or the Environmental and Social Consultant with such up to date information relating to those matters as

Sinosure or its nominated representative, or the Environmental and Social Consultant may request.

- (f) Following any visit made by Sinosure or its nominated representative, or the Environmental and Social Consultant, the Borrower shall provide such follow up reports or information as Sinosure or its nominated representative, or the Environmental and Social Consultant shall request.

20.14 Filing and reporting requirements

- (a) The Borrower shall register, promptly after the first Utilisation Date, the relevant details of this Agreement in the public debt records kept by the Public Debt Administration of the Ministry of Finance of the Republic of Serbia.
- (b) The Borrower shall comply with all of its reporting obligations to the NBS in connection with this Agreement pursuant to the Foreign Exchange Act (*Zakon o deviznom poslovanju*, Official Gazette of the Republic of Serbia nos. 62/2006, 31/2011, 119/2012, 139/2014 and 30/2018) and its implementing regulations, or any other legislation or regulation that may amend, supplement or replace the foregoing, including, but not limited to, the obligation to duly report to the NBS (and pay the reporting fee): (i) this Agreement and any changes made thereto; (ii) any changes to the Lenders; and (iii) each Utilisation and each repayment or prepayment under this Agreement.

20.15 Budget and limits

- (a) The Borrower shall include all amounts due and payable or that will fall due and payable to the Finance Parties under the Finance Documents during a calendar year in its yearly finance law and its budget statements or other financial plans for that calendar year and shall ensure that there will at no time be any restriction on the ability of the Borrower to meet its obligations under the Finance Documents.
- (b) The Borrower shall maintain the funds necessary for the repayment of all of its obligations under the Finance Documents that have been provided for under the Law Approving the Budget of the Republic of Serbia for the year 2021 (*Zakon o budžetu Republike Srbije za 2021. godinu*, Official Gazette of the Republic of Serbia, no. 149/2020, 40/2021 and 100/2021).
- (c) The Borrower shall ensure that, at all times, its borrowings and guarantees remain within any limit set by the IMF, the World Bank and the applicable international treaties.

20.16 Sinosure Policy

- (a) The Borrower shall promptly comply in all respects with all requests by any Finance Party which arise as a result of requirements of

Sinosure imposed upon that Finance Party or the Borrower under or by reason of the Sinosure Policy or required to ensure that the Sinosure Policy remains in full force and effect.

- (b) The Borrower agrees that in the event that the Agent notifies the Borrower that it has or intends to file a claim for payment under the Sinosure Policy, it shall:
 - (i) use its best efforts to assist in the filing of any claim for compensation, indemnity or reimbursement; and
 - (ii) use its best efforts to co-operate in good faith with the Agent and/or Sinosure with respect to the verification of claim, eligibility or amount by any such person (including but not limited to providing evidence, documentation, information, certificates and other forms of proof reasonably requested in connection therewith).

20.17 **Compliance with Design-Build Contract**

The Borrower shall (and shall ensure that the MoCTI and the Employer/Investor will):

- (a) comply in all material respects with its obligations under, and in the manner and at the times provided in the Design-Build Contract; and
- (b) not repudiate or evidence an intention to repudiate the Design-Build Contract nor take nor omit to take any action that might result in any default on any of its payment or other material obligations under the Design-Build Contract.

21. **EVENTS OF DEFAULT**

Each of the events or circumstances set out in Clause 21 is an Event of Default (save for Clause 21.14 (*Acceleration*)).

21.1 **Non-payment**

The Borrower does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused by:
 - (i) administrative or technical error; or
 - (ii) a Disruption Event; and
- (b) payment is made within three Business Days of its due date.

21.2 Other obligations

- (a) The Borrower does not comply with any provision of the Finance Documents (other than those referred to in Clause 21.1 (*Non-payment*)).
- (b) No Event of Default under Clause 21.2(a) will occur if the failure to comply is capable of remedy and is remedied within 10 Business Days of the earlier of (i) the Agent giving notice to the Borrower and (ii) the Borrower becoming aware of the failure to comply.

21.3 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.

21.4 Cross default

- (a) Any External Financial Indebtedness of the Borrower is not paid when due nor within any originally applicable grace period.
- (b) As a result of an event of default (howsoever described), any Financial Indebtedness of the Borrower or any of its government agencies is:
 - (i) declared to be or otherwise becomes due and payable prior to its specified maturity; or
 - (ii) placed on demand.
- (c) Any commitment for any External Financial 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 External Financial Indebtedness of the Borrower due and payable prior to its specified maturity as a result of an event of default (howsoever described).
- (e) No Event of Default will occur under this Clause 21.4 if the aggregate amount of Financial Indebtedness and External Financial Indebtedness, and the aggregate commitments for Financial Indebtedness and External Financial Indebtedness, falling within Clause 21.4(a) to Clause 21.4(d), is less than EUR 50,000,000 (or its equivalent in any other currency or currencies as determined by the Agent).

21.5 Moratorium

A moratorium is declared or de facto comes into effect on the payment of any External Financial Indebtedness of the Borrower or the Borrower commences

negotiations with any one or more of its External Financial Indebtedness creditors with a view to the general readjustment or rescheduling of its indebtedness.

21.6 Creditors' process

Any expropriation, attachment, sequestration, distress, execution or any analogous process in any jurisdiction affects any asset or assets of the Borrower, the MoCTI, the Employer/Investor or any governmental agencies having an aggregate value of EUR 5,000,000 and is not discharged within 30 days.

21.7 Unlawfulness and invalidity

- (a) It is or becomes unlawful for the Borrower, the MoCTI or the Employer/Investor to perform any of its obligations under the Transaction 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 is alleged by a party to it (other than a Finance Party) to be ineffective.

21.8 IMF

The Borrower ceases to be a member in good standing or becomes ineligible to use the resources of the IMF or is unable for any reason to draw or make use of funds available to it under any IMF funding programme or any such programme is cancelled or suspended.

21.9 Repudiation of agreements

The Borrower, the MoCTI or the Employer/Investor repudiates a Transaction Document or evidences an intention to repudiate a Transaction Document.

21.10 Exchange controls

Any event or series of events occurs which limits the acquisition or the transfer of foreign exchange by the Borrower and such event or events has or is reasonably likely to affect the ability of the Borrower to perform its obligations under any Finance Documents.

21.11 Convertibility/Transferability

Any foreign exchange law is amended, enacted or introduced or is reasonably likely to be amended, enacted or introduced in the Republic of Serbia that (in the opinion of the Majority Lenders):

- (a) has or is reasonably likely to have the effect of prohibiting, or restricting or delaying in any material respect any payment that the Borrower is required to make pursuant to the terms of any of the Finance Documents; or
- (b) is materially prejudicial to the interests of the Finance Parties under or in connection with any of the Finance Documents.

21.12 **Environmental Claim**

Any Environmental Claim is commenced or against any of the Borrower, the MoCTI, the Contractor or the Employer/Investor with respect to the Project.

21.13 **Material adverse change**

Any event or circumstance occurs which the Majority Lenders reasonably believe has or is reasonably likely to have a Material Adverse Effect.

21.14 **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 Majority Lenders, by notice to the Borrower:

- (a) cancel all or part of 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 Majority Lenders.

22. **SUBROGATION**

- (a) Each Party acknowledges 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.

**SECTION 9
CHANGES TO PARTIES**

23. **CHANGES TO THE LENDERS**

23.1 **Assignments and transfers by the Lenders**

Subject to this Clause 23, a Lender (the "**Existing Lender**") may:

- (a) assign any of its rights; or
- (b) transfer by novation any of its rights and obligations,

under the Finance Documents to:

- (i) Sinosure;
- (ii) another 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; or
- (iii) to an Affiliate of such Existing Lender,

(the "**New Lender**") **provided that**, in the case of sub-paragraphs (ii) or (iii) above, the prior written consent of Sinosure has been obtained by such Existing Lender to such assignment or transfer).

23.2 **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 23.5 (*Procedure for transfer*) is complied with.

- (c) If:
 - (i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and
 - (ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, the Borrower would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 13 (*Tax gross up and indemnities*) or Clause 14 (*Increased costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred. This Clause 23.2(c) shall not apply in respect of an assignment or transfer made in the ordinary course of the primary syndication of the Facility or in respect of a transfer or assignment to Sinasure.

- (d) 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.

23.3 Assignment or transfer fee

Other than with respect to a transfer or assignment to Sinasure, the New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of EUR 5,000.

23.4 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 Sinasure Policy or any other documents;
 - (ii) the financial condition of the Borrower or Sinasure;
 - (iii) the performance and observance by the Borrower of its obligations under the Finance Documents or any other documents;

- (iv) the performance and observance by Sinosure of its obligations under the Sinosure Policy; or
- (v) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document, the Sinosure 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 the financial condition and affairs of the Borrower and its related entities in connection with its participation in this Agreement, and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Transaction Document; and
 - (ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor 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 23; 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.

23.5 Procedure for transfer

- (a) Subject to the conditions set out in Clause 23.2 (*Conditions of assignment or transfer*) a transfer is effected in accordance with Clause 23.5(c) 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 Clause 23.5(b), 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) Subject to Clause 23.9 (*Pro rata interest settlement*), 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 Arranger, the New Lender and 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 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".

23.6 Procedure for assignment

- (a) Subject to the conditions set out in Clause 23.2 (*Conditions of assignment or transfer*) an assignment may be effected in accordance with Clause 23.6(c) 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 Clause 23.6(b), 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.
- (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) Subject to Clause 23.9 (*Pro rata interest settlement*), 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) Lenders may utilise procedures other than those set out in this Clause 23.6 to assign their rights under the Finance Documents (but not, without the consent of the Borrower or unless in accordance with Clause 23.5 (*Procedure for transfer*), to obtain a release by the Borrower from the obligations owed to the Borrower by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in Clause 23.2 (*Conditions of assignment or transfer*).

23.7 **Copy of Transfer Certificate or Assignment Agreement to the Borrower and to the NBS**

- (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 any documents or other information that may be required by the NBS for reporting the change to the Lender.

23.8 **Security over Lenders' rights**

- (a) Subject to paragraph (b) below, in addition to the other rights provided to Lenders under this Clause 23, each Lender may, without consulting with or obtaining consent from the Borrower, 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 SinSURE Policy to, as applicable, SinSURE, a federal reserve, central bank, any securitisation special purpose entity, trust or fund 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 SinSURE, a federal reserve or central bank; and

- (ii) any charge, assignment or other Security granted to any holders (or trustees 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 the 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.

23.9 Pro rata interest settlement

- (a) If the Agent has notified the Lenders that it is able to distribute interest payments on a "pro rata basis" to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 23.5 (*Procedure for transfer*) or any assignment pursuant to Clause 23.6 (*Procedure for assignment*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):
 - (i) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date ("**Accrued Amounts**") and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period; and
 - (ii) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts, so that, for the avoidance of doubt:
 - (A) when the Accrued Amounts become payable, those Accrued Amounts will be payable to the Existing Lender; and
 - (B) the amount payable to the New Lender on that date will be the amount which would, but for the application of

this Clause 23.9, have been payable to it on that date, but after deduction of the Accrued Amounts.

- (b) In this Clause 23.9, references to "Interest Period" shall be construed to include a reference to any other period for accrual of fees.
- (c) An Existing Lender which retains the right to the Accrued Amounts pursuant to this Clause 23.9, but which does not have a Commitment, shall be deemed not to be a Lender for the purposes of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents.

24. **CHANGES TO THE BORROWER**

24.1 **Assignments and transfer the Borrower**

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

**SECTION 10
THE FINANCE PARTIES**

25. ROLE OF THE AGENT AND THE ARRANGER

25.1 Appointment of the Agent

- (a) Each of the Arranger and the Lenders appoints the Agent to act as its agent under and in connection with the Finance Documents and the Sinosure Policy.
- (b) Each of the 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 and the Sinosure Policy together with any other incidental rights, powers, authorities and discretions.

25.2 Instructions

- (a) The Agent shall:
 - (i) exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by Sinosure or in accordance with the terms of the Sinosure Policy:
 - (A) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision; and
 - (B) in all other cases, the Majority Lenders; and
 - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with Clause 25.2(a)(i).
- (b) The Agent shall be entitled to request instructions, or clarification of any instruction, from Sinosure or the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) 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) Any instructions given to the Agent by Sinosure relating to, or required by, Sinosure or the Sinosure Policy shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
- (d) In the absence of instructions from Sinosure, save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary

indication appears in a Finance Document or the Sinosure Policy, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.

- (e) The Agent may refrain from acting in accordance with any instructions of Sinosure, or any Lender or group of Lenders, 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.
- (f) 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.
- (g) 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 or the Sinosure Policy.
- (h) Each Lender authorises the Agent to follow any instructions that it receives from Sinosure which are in accordance with the terms and conditions of the Sinosure Policy.
- (i) Each Lender acknowledges that any failure by the Agent to conform to any instructions in accordance with paragraph (h) above, or to the terms and conditions of the Sinosure Policy, may result in lapse of coverage thereunder.

25.3 Duties of the Agent

- (a) The Agent's duties under the Finance Documents and under the Sinosure Policy are solely mechanical and administrative in nature.
- (b) Subject to paragraph (d), 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) The Agent shall promptly forward to the Lenders a copy of any instructions given to it by Sinosure and details of any actions that it has taken or proposes to take pursuant to such instructions.
- (d) Without prejudice to Clause 23.7 (*Copy of Transfer Certificate or Assignment Agreement to the Borrower*), paragraph (b) shall not apply to any Transfer Certificate or any Assignment Agreement.
- (e) Except where a Finance Document or the Sinosure Policy 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.

- (f) 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 and Sinasure.
- (g) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or the Arranger) under this Agreement it shall promptly notify the other Finance Parties and Sinasure.
- (h) The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents and the Sinasure Policy to which it is expressed to be a party (and no others shall be implied).
- (i) If the Agent is aware of the full or partial withdrawal, suspension, termination or cancellation of the Sinasure Policy, or that it has otherwise ceased to be in full force and effect and binding on an enforceable against Sinasure, it shall promptly notify the Lenders.

25.4 Role of the Arranger

Except as specifically provided in the Finance Documents, the Arranger has no obligations of any kind to any other Party under or in connection with any Finance Document.

25.5 No fiduciary duties

- (a) Nothing in any Finance Document or the Sinasure Policy constitutes the Agent or the Arranger as a trustee or fiduciary of any other person.
- (b) Neither the Agent nor the 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.

25.6 Business with the Borrower

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

25.7 Rights and discretions

- (a) Without prejudice to any provisions of the Sinasure Policy, 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 Majority 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 Clause 25.7(a)(iii)(A), may assume the truth and accuracy of that certificate; and
 - (C) inform Sinosure of any increase or material change in any risk covered by the Sinosure Policy to the extent it is required to do so under the terms of the Sinosure Policy or for the purposes of ensuring the continuing validity of the Sinosure Policy (and the Agent will so inform Sinosure if instructed to do so by the Majority Lenders).
- (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 21.1 (*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 Clause 25.7(c) or Clause 25.7(e), 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 necessary.
- (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 the 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 and the Sinosure Policy through its officers, employees and agents.
- (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 Agent under this Agreement or the Sinosure Policy.
- (h) Notwithstanding any other provision of any Finance Document or the Sinosure Policy to the contrary, neither the Agent nor the 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 or the Sinosure Policy 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.

25.8 Responsibility for documentation

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

- (a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, the Arranger, the Borrower, Sinosure or any other person in or in connection with any Finance Document or the Sinosure Policy or the transactions contemplated in the Finance Documents, 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;
- (b) the legality, validity, effectiveness, adequacy or enforceability of 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; 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.

25.9 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, Sinosure or any other person 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.

25.10 Exclusion of liability

- (a) Without limiting Clause 25.10(b) (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 to any Party 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 Clause 25.10(a)(i) and Clause 25.10(a)(ii), any damages, costs or losses to any person, any diminution in value or any 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 25.10(b) 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 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 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 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 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.

25.11 **Lenders' indemnity to the Agent**

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 three Business Days of demand, against any cost, loss or liability 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 28.11 (*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 or in being party to the Sinasure Policy (unless the Agent has been reimbursed by the Borrower pursuant to a Finance Document or by Sinasure pursuant to the Sinasure Policy.

25.12 Resignation of the Agent

- (a) The Agent may resign and (with the prior consent of Sinasure) appoint one of its Affiliates as successor by giving notice to the Lenders and the Borrower.
- (b) Alternatively the Agent may resign by giving 30 days' notice to the Lenders and the Borrower, in which case the Majority Lenders (after consultation with the Borrower) may, with prior consent of Sinasure, appoint a successor Agent.
- (c) If the Majority Lenders have not appointed a successor Agent in accordance with Clause 25.12(b) within 20 days after notice of resignation was given, the retiring Agent (after consultation with the Borrower) may, with the prior consent of Sinasure, 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 agent and the Agent is entitled to appoint a successor Agent under Clause 25.12(c), 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 25 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 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 and the Sinasure Policy.
- (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 Clause 25.12(e)) but shall remain entitled to the benefit of Clause 15.3 (*Indemnity to the Agent*) and this Clause 25 (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) After consultation with the Borrower, the Majority Lenders may, by notice to the Agent, require it to resign in accordance with paragraph (b) above. In this event, the Agent shall resign in accordance with paragraph (b) above.
- (i) 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 12.7 (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 12.7 (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) 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 that Lender, by notice to the Agent, requires it to resign. The consent of the Borrower is not required for an assignment or transfer of rights and/or obligations by the Agent.

25.13 Replacement of the Agent

- (a) After consultation with the Borrower, the Majority Lenders may (with the prior consent of Sinosure), by giving 30 days' notice to the Agent replace the Agent by appointing a successor Agent.
- (b) The retiring Agent shall (at the expense of the Lenders) 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.

- (c) The appointment of the successor Agent shall take effect on the later of:
 - (i) the date specified in the notice from the Majority Lenders to the retiring Agent; and
 - (ii) the date of the transfer of the Sinasure Policy to that successor.
- (d) 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 Clause 25.13(b)) but shall remain entitled to the benefit of Clause 15.3 (*Indemnity to the Agent*) and this Clause 25 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).
- (e) 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.
- (f) The Borrower shall, as soon as reasonably practicable after it has been notified about the appointment of the successor Agent, notify the NBS about the change of the Agent.

25.14 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.

25.15 Relationship with the Lenders

- (a) Subject to Clause 23.9 (*Pro rata interest* settlement), 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 or the Sinasure Policy 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 or the Sinasure Policy made or delivered on that day,

unless it has received not less than five 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 or the Sinasure Policy. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 30.5 (*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 30.2 (*Addresses*) and Clause 30.5(a)(ii) (*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.
- (c) The Agent may notify Sinasure of the identity and notice details of each Lender.

25.16 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 Sinasure Policy, each Lender confirms to the Agent and the 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 Sinasure Policy, including but not limited to:

- (a) the financial condition, status and nature of the Borrower, each of its government agencies, the MoCTI and the Employer/Investor;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or the Sinasure 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 Sinasure Policy;
- (c) whether that Lender has recourse, and the nature and extent of that recourse, against any Party, or any of their respective assets under or in connection with any Finance Document or the Sinasure 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 Sinasure 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 Sinasure Policy, the transactions contemplated by any Finance Document or 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 SinSURE Policy.

25.17 Agent's management time

Any amount payable to the Agent under Clause 15.3 (*Indemnity to the Agent*), Clause 17 (*Costs and expenses*) and Clause 25.11 (*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, and is in addition to any fee paid or payable to the Agent under Clause 12 (*Fees and SinSURE Premium*).

25.18 Deduction from amounts payable by the Agent

If any Party owes an amount to the Agent under the Finance Documents or the SinSURE Policy 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 or the SinSURE Policy and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents or the SinSURE Policy that Party shall be regarded as having received any amount so deducted.

25.19 Examination of documents

Without prejudice to the obligations of the Agent under the SinSURE Policy, the Borrower and each Lender hereby unconditionally and irrevocably agrees that:

- (a) the Agent's responsibility for the examination of any Utilisation Request, any Contractor Certificate, any Supporting Document or any other document received with respect thereto shall be limited to ascertaining that such document appears on its face (or, if any such document is not only in English, the English translation or version of which appears on its face) to be in accordance with its description;
- (b) no Finance Party shall be obliged to enquire as to, or be responsible for, the validity, truthfulness or genuineness of any Utilisation Request, any Contractor Certificate, any Supporting Document or any other document received with respect thereto, or any of the statements set out therein;
- (c) each Finance Party shall be fully entitled to rely on the accuracy of any statements contained in a Utilisation Request, any Contractor Certificate, Supporting Document or any other document received with respect thereto; and
- (d) no Finance Party shall be responsible for any delay in the making of any Loan resulting from a request for evidence or documentation by

Sinosure, or by a Finance Party in order to be satisfied that the Sinosure Policy shall apply to the corresponding Loan when made.

25.20 Amounts paid in error

- (a) If the Agent pays an amount to another Party and within five Business Days of the date of payment the Agent notifies that Party that such payment was an Erroneous Payment then the Party to whom that amount 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.
- (b) Neither:
 - (i) the obligations of any Party to the Agent; nor
 - (ii) the remedies of the Agent, (whether arising under this Clause 25.20 or otherwise) which relate to an Erroneous Payment will be affected by any act, omission, matter or thing which, but for this paragraph (b), would reduce, release or prejudice any such obligation or remedy (whether or not known by the Agent or any other Party).
- (c) All payments to be made by a Party to the Agent (whether made pursuant to this Clause or otherwise) which relate to an Erroneous Payment shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.
- (d) In this Clause, "**Erroneous Payment**" means a payment of an amount by the Agent to another Party which the Agent determines (in its sole discretion) was made in error.

26. 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.

27. SHARING AMONG THE FINANCE PARTIES

27.1 Payments to Finance Parties

If a Finance Party (a "**Recovering Finance Party**") receives or recovers any amount from the Borrower other than in accordance with Clause 28 (*Payment mechanics*) (a "**Recovered Amount**") and applies that amount to a payment due under the Finance Documents then:

- (a) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery to the Agent;
- (b) 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 28 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and
- (c) the Recovering Finance Party shall, within three 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 28.6 (*Partial payments*).

27.2 Redistribution of payments

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the "**Sharing Finance Parties**") in accordance with Clause 28.6 (*Partial payments*) towards the obligations of the Borrower to the Sharing Finance Parties.

27.3 Recovering Finance Party's rights

On a distribution by the Agent under Clause 27.2 (*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.

27.4 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.

27.5 **Exceptions**

- (a) This Clause 27 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.

**SECTION 11
ADMINISTRATION**

28. PAYMENT MECHANICS

28.1 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 (or, in relation to euro, in a principal financial centre in such Participating Member State or London, as specified by the Agent) and with such bank as the Agent, in each case, specifies.

28.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents or the Sinosure Policy for another Party shall, subject to Clause 28.4 (*Distributions to Borrower*) and Clause 28.5 (*Clawback and pre-funding*) 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 Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London, as specified by that Party).

28.3 Distributions in respect of Utilisations

The Borrower and each Lender irrevocably and unconditionally authorises and directs the Agent to pay the proceeds of any Loan, directly to the Contractor.

28.4 Distributions to the Borrower

The Agent may (with the consent of the Borrower or in accordance with Clause 29 (*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.

28.5 Clawback and pre-funding

- (a) Where a sum is to be paid to the Agent under the Finance Documents or the Sinosure Policy 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 Clause 28.5(c) 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 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 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.

28.6 Partial payments

- (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, 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 amounts owing to the Agent 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 Sinasure or the Majority Lenders (with the instructions of Sinasure prevailing in the event its instructions conflict with those of the Majority Lenders), vary the order set out in Clause 28.6(a)(ii) to Clause 28.6(a)(iv).

- (c) Clauses 28.6(a) and 28.6(b) will override any appropriation made by the Borrower.
- (d) A payment by Sinasure to the Finance Parties under the Sinasure Policy will not discharge the Borrower from its payment obligations to such Finance Party under any Finance Document.

28.7 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.

28.8 Business Days

- (a) Any payment under the Finance Documents 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.

28.9 Currency of account

- (a) Subject to Clause 28.9(b) and Clause 28.9(c) below, the Facility Currency 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 the Facility Currency shall be paid in that other currency.

28.10 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 Market and otherwise to reflect the change in currency.

28.11 **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 Clause 28.11(a) if, in its opinion, it is not practicable to do so in the circumstances and, in any event it 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 Clause 28.11(a) 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 34 (*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 28.11; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to Clause 28.11(d).

29. **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. The Borrower shall execute any documents and take any other actions as the Finance Party may reasonably request to effect the set off.

30. NOTICES

30.1 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.

30.2 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;
- (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; and
- (c) in the case of the Agent, that identified with its name below,

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 Business Days' notice.

30.3 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 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 30.2 (*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 Clause 30.3(a) to Clause 30.3(c), after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

30.4 **Notification of address and fax number**

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

30.5 **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 Business Days' notice.
- (b) Any such electronic communication as specified in Clause 30.5(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 or delivery.
- (c) Any such electronic communication as specified in Clause 30.5(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 Clause 30.5(c), 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) For reasons of technical practicality, electronic communications may be sent in unencrypted form, even if the content may be subject to confidentiality and banking secrecy.
- (f) 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.

30.6 **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 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 constitutional, statutory or other official document.

31. **CALCULATIONS AND CERTIFICATES**

31.1 **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.

31.2 **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.

31.3 **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 Market differs, in accordance with that market practice.

32. **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.

33. **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 Finance Document. 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.

34. **AMENDMENTS AND WAIVERS**

34.1 **Required consents**

- (a) Subject to Clause 34.2 (*All Lender matters*) and Clause 34.3 (*Other exceptions*), any term of the Finance Documents may be amended or waived only with the consent of the Majority 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 34
- (c) Clause 23.9(c) (*Pro rata interest settlement*) shall apply to this Clause 34.

34.2 **All Lender matters**

Subject to Clauses 34.3(b) (*Other exceptions*) and 34.4 (*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 "Majority 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) an increase in any Commitment or the Total Commitments, an extension of the Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the Facility;
- (f) a change to the Borrower;

- (g) any provision which expressly requires the consent of all the Lenders;
- (h) Clause 3.2 (*Finance Parties' rights and obligations*), Clause 8.1 (*Illegality*), Clause 8.2 (*Material Design-Build Contract Change*), Clause 8.3 (*Sinosure Policy Event*), Clause 8.8 (*Application of prepayments*), Clause 23 (*Changes to the Lenders*); Clause 27 (*Sharing among the Finance Parties*), this Clause 34, the governing law of any Finance Document, Clause 41 (*Arbitration*) or Clause 42 (*Jurisdiction*); or
- (i) the nature or scope of the Sinosure Policy,

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

34.3 **Other exceptions**

- (a) An amendment or waiver which relates to the rights or obligations of the Agent or the Arranger (each in their capacity as such) may not be effected without the consent of the Agent or the Arranger, as the case may be.
- (b) An amendment or waiver which relates to a Fee Letter may only be effected with the consent of all the parties to that Fee Letter.

34.4 **Replacement of Screen Rate**

Subject to Clause 34.3 (*Other exceptions*), if a Screen Rate Replacement Event has occurred in relation to the Screen Rate for euros any amendment or waiver which relates to:

- (a) providing for the use of a Replacement Benchmark in relation to euro in place of the Screen Rate; and
- (b)
 - (i) aligning any provision of any Finance Document to the use of that Replacement Benchmark;
 - (ii) 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);
 - (iii) implementing market conventions applicable to that Replacement Benchmark;
 - (iv) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or
 - (v) 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 the consent of the Agent (acting on the instructions of the Majority Lenders and the Borrower.

35. **CONFIDENTIAL INFORMATION**

35.1 **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 35.2 (*Disclosure of Confidential Information*), Clause 35.3 (*Disclosure to numbering service providers*) and Clause 35.4 (*Disclosure to financial information agencies*), 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.

35.2 **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 Clause 35.2(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 Agent and, in each case, to any of that person's Affiliates, Related Funds, 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 Clause 35.2(b)(i) or Clause 35.2(b)(ii) applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under Clause 25.15(b) (*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 Clause 35.2(b)(i) or Clause 35.2(b)(ii);
- (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) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 23.8 (*Security over Lenders' rights*);
- (viii) who is a Party;
- (ix) who is the Contractor; or
- (x) with the prior written consent of the Borrower, such consent not to be unreasonably withheld or delayed;

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

- (A) in relation to Clause 35.2(b)(i), Clause 35.2(b)(ii) and Clause 35.2(b)(iii), 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 Clause 35.2(b)(iv), 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 Clause 35.2(b)(v), Clause 35.2(b)(vi) and Clause 35.2(b)(vii), 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;
- (c) to the Authorities and Sinosure (and any of its officers, directors, employees, professional advisers, auditors, partners and Representatives) such Confidential Information as that Finance Party shall consider appropriate;
- (d) to any person appointed by that Finance Party or by a person to whom Clause 35.2(b)(i) or Clause 35.2(b)(ii) 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 Clause 35.2(d) 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; and
- (e) 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.

35.3 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) names of the Borrower;
 - (ii) country of domicile of the Borrower;

- (iii) place of incorporation of the Borrower;
- (iv) date of this Agreement;
- (v) Clause 40 (*Governing law*);
- (vi) the names of the Agent and the Arranger;
- (vii) date of each amendment and restatement of this Agreement;
- (viii) amount of the Facility;
- (ix) amount of Total Commitments;
- (x) currency of the Facility;
- (xi) type of Facility;
- (xii) ranking of Facility;
- (xiii) Final Maturity Date for the Facility;
- (xiv) changes to any of the information previously supplied pursuant to Clauses 35.3(a)(i) to Clause 35.3(a)(xiii); and
- (xv) 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 Clause 35.3(a)(i) to Clause 35.3(a)(xv) is, nor will at any time be, unpublished price-sensitive information.
- (d) The Agent shall notify the Borrower and the other Finance Parties of:
 - (i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facility and/or the Borrower; and
 - (ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or the Borrower by such numbering service provider.

35.4 **Disclosure to financial information agencies**

- (a) Any Finance Party may disclose to any financial information agency such information as may be necessary or desirable (limited to name of the Borrower, date of this Agreement, Clause 40 (*Governing law*), names of the Agent and the Arranger, amount of, and name of, the Facility, purpose for which borrowed amounts under the Facility will be applied, currency of the Facility, type of Facility, and Final Maturity Date) for the purpose of such financial information agency compiling league table data in relation to transactions and participants.
- (b) The Parties acknowledge and agree that league table data compiled by a financial information agency may be disclosed to users of its service in accordance with the standard terms and conditions of that financial information agency.

35.5 **Entire agreement**

This Clause 35 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.

35.6 **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.

35.7 **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 Clause 35.2(b)(v) (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that Clause during the ordinary course of its supervisory or regulatory functions; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 36.

35.8 **Continuing obligations**

The obligations in this Clause 36 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve months from the earlier of:

- (a) the date on which all amounts payable by the Borrower under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available: and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

36. CONFIDENTIALITY OF FUNDING RATES

36.1 Confidentiality and disclosure

- (a) The Agent and the Borrower agree to keep each Funding Rate confidential and not to disclose it to anyone, save to the extent permitted by Clause 36.1(b) and Clause 36.1(c).
- (b) The Agent may disclose:
 - (i) any Funding Rate to the Borrower pursuant to Clause 9.4 (*Notification of rates of interest*);
 - (ii) any Funding Rate 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;
 - (iii) any Funding Rate to Sinasure to the extent requested by Sinasure.
- (c) The Agent may disclose any Funding Rate, 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 is to be given pursuant to this Clause 36.1(c)(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 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 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 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.

36.2 **Related obligations**

- (a) The Agent and the Borrower acknowledge that each Funding Rate 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 for any unlawful purpose.
- (b) The Agent and the Borrower agree (to the extent permitted by law and regulation) to inform the relevant Lender:
 - (i) of the circumstances of any disclosure made pursuant to Clause 36.1(c)(ii) (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that clause 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 36.

36.3 **No Event of Default**

No Event of Default will occur under Clause 21.2 (*Other obligations*) by reason only of the Borrower failure to comply with this Clause 36.

37. **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.

38. **GOVERNING LANGUAGE**

Although this Agreement may be translated into Serbian, the Serbian language version of this Agreement is for information purposes only. In the event of any conflict or inconsistency between the English language version and the Serbian language version of this Agreement or any dispute regarding the interpretation of any provision in the English language version or the Serbian language version of this Agreement, the English language version of this Agreement shall prevail and questions of interpretation shall be addressed solely by reference to the English language version.

39. **CONTRACTUAL RECOGNITION OF BAIL-IN**

It is agreed that 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.

In this Clause 39:

"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.

"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 the United Kingdom, the UK Bail-In Legislation; and
- (c) in relation to any state other than such an EEA Member Country and 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.

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

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

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

"UK Bail-In Legislation" means 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).

"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 the UK Bail-In Legislation, 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
- (c) 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.

SECTION 12
GOVERNING LAW AND ENFORCEMENT

40. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

41. **ARBITRATION**

41.1 **Arbitration**

Subject to Clause 41.4 (*Agent's option*), any dispute arising out of or in connection with this Agreement (including a dispute relating to 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).

41.2 **Formation of arbitral tribunal, seat and language of arbitration**

- (a) The arbitral tribunal shall consist of three arbitrators. The claimant(s), irrespective of number, shall nominate jointly one arbitrator; the respondent(s), irrespective of number, shall nominate jointly the second arbitrator, and a third arbitrator (who shall act as presiding arbitrator) shall be nominated by the arbitrators nominated by or on behalf of the claimant(s) and respondent(s) or, in the absence of agreement on the third arbitrator within 30 days of the date of nomination of the later of the two party-nominated arbitrators to be nominated, he shall be chosen by the LCIA Court (as defined in the Arbitration Rules of the LCIA).
- (b) The seat of arbitration shall be London, England.
- (c) The language of the arbitration shall be English.
- (d) This arbitration agreement is governed by English law.

41.3 **Recourse to courts**

For the purposes of arbitration pursuant to this Clause 41 (*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.

41.4 **Agent's option**

Before the Finance Parties have filed a Request for Arbitration or Response as defined in the Arbitration Rules of the LCIA (as the case may be), the Agent may (and shall, if so instructed by the Majority Lenders) by notice in writing to all other Parties require that all Disputes or a specific Dispute be heard by a

court of law. If the Agent gives such notice, the Dispute to which such notice refers shall be determined in accordance with Clause 42 (*Jurisdiction*).

42. JURISDICTION

42.1 Jurisdiction

If the Agent issues a notice pursuant to Clause 41.4 (*Agent's option*), the provisions of this Clause 42 shall apply.

- (a) The courts of England have exclusive jurisdiction to settle any Dispute.
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue the contrary.
- (c) Notwithstanding paragraphs (a) and (b) above, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdiction.

42.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, the Borrower:
 - (i) irrevocably appoints the Ambassador of the Republic of Serbia to the Court of St. James's at 28 Belgrave Square, London SW1X 8QB as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and
 - (ii) agrees that failure by an agent for service of process to notify the Borrower of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Borrower must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent for this purpose.

43. WAIVER OF IMMUNITY

- (a) The Borrower irrevocably waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including without immunity in respect of:
 - (i) jurisdiction of any court or tribunal;
 - (ii) the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues;

- (iii) any process for execution any award or judgment against its property;
- (iv) service of process; and
- (v) the issue of any process against its assets or revenues for the enforcement of a judgment or, in an action in rem, for the arrest, detention or sale of any of its assets and revenues,

and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Borrower irrevocably consents to the enforcement of any judgment or award and agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of the jurisdiction, subject to paragraph (d) below.

- (b) The Borrower agrees that in any proceedings in England this waiver shall have the fullest scope permitted by the English State Immunity Act 1978 and that this waiver is intended to be irrevocable for the purposes of the English State Immunity Act 1978.
- (c) Without limitation to the obligations of the Borrower under paragraphs (a) and (b) above, in respect of any proceedings arising out of or in connection with the enforcement and/or execution of any award or judgment made against it, the Borrower hereby submits to the jurisdiction of any court in which any such proceedings are brought.
- (d) Notwithstanding the provisions of paragraphs (a) to (c) above, the Borrower does not waive any immunity from enforcement in respect of any Excluded Assets.

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

**SCHEDULE 1
THE ORIGINAL LENDERS**

Name of Original Lender	Commitment (EUR)
BNP Paribas Fortis SA/NV	75,920,991.76
BNP Paribas SA	3,995,841.67

SCHEDULE 2
CONDITIONS PRECEDENT

1. BORROWER

- (a) Copies of all relevant laws, regulations and/or Authorisations relating to the power and authority of the Borrower, the Ministry of Finance, the Minister of Finance and/or the Acting Minister of Finance (as applicable) and the performance of the Borrower's obligations under the Finance Documents, including but not limited to:
 - (i) the constitution of the Republic of Serbia; and
 - (ii) Public Debt Act (Zakon o javnom dugu, Official Gazette of the Republic of Serbia nos. 61/2005, 107/2009, 78/2011, 68/2015, 95/2018, 91/2019 and 149/2020) and the Budget System Act (Zakon o budžetskom sistemu, Official Gazette of the Republic of Serbia nos. 54/2009, 73/2010, 101/2010, 101/2011, 93/2012, 62/2013, 63/2013, 108/2013, 142/2014, 68/2015, 103/2015, 99/2016, 113/2017, 5/2018, 31/2019, 72/2019 and 149/2020).
- (b) A certified copy of a decision of the Government of the Republic of Serbia: (i) approving the borrowing by the Borrower under this Agreement and the Finance Documents and (ii) authorizing the Minister of Finance of the Republic of Serbia to execute the Finance Documents and any other documents necessary for the transactions contemplated by the Finance Documents (including, without limitation, each Utilisation Request) on behalf of the Republic of Serbia.
- (c) An evidence of the enactment by the National Assembly of the Republic of Serbia of the law approving this Agreement (together with evidence of such law being promulgated by the President of the Republic of Serbia and published in the Official Gazette of the Republic of Serbia).
- (d) A copy of KZ forms (in Serbian: "*KZ obrasci*") certified by the NBS evidencing that this Agreement has been duly reported to the NBS.
- (e) A certificate of an authorised signatory of the Borrower:
 - (i) certifying that each copy document specified in this Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement; and
 - (ii) confirming that the borrowing of the full amount of the Facility would not cause any borrowing, guaranteeing or similar limit binding on the Borrower or the Republic of Serbia to be breached (including, for the avoidance of doubt, the limit on public debt set in the relevant annual budget law of the Republic of Serbia).

2. FINANCE DOCUMENTS

- (a) This Agreement duly executed by all original parties to it.
- (b) The Fee Letters duly executed by all parties.
- (c) Evidence that each Finance Document has been duly authorised, executed and delivered by each party thereto and in full force and effect, with, if applicable, evidence that any stamp duties have been duly paid in relation to each such Finance Document and that such Finance Document has been registered with the appropriate authorities in the Republic of Serbia.
- (d) The delivery of a legal opinion of the Ministry of Justice of the Republic of Serbia to the Finance Parties in relation to the Finance Documents.
- (e) A certified Serbian translation of each Finance Document.
- (f) The delivery of an opinion of the NBS confirming that the Borrower may utilise the Loans by way of disbursement of the proceeds of any Loan to the Contractor Account directly.

3. EMPLOYER/INVESTOR AND MOCTI AUTHORISATIONS

- (a) Evidence that the signatory who signed the Design-Build Contract on behalf of the Employer/Investor was duly authorised to sign it.
- (b) Evidence that the signatory who signed the Design-Build Contract on behalf of the MoCTI was duly authorised to sign it.

4. CONTRACTOR AND DESIGN-BUILD CONTRACT

- (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 Design-Build Contract, the Contractor Certificate and any documents to be delivered by the Contractor pursuant to the Finance Documents (including any appendix to a Utilisation Request); 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.
- (b) Certified copy of the Contractor (with the company chop of the Contractor affixed) of the following: (i) 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; (ii) evidence of the filing with MOFCOM of the foreign construction project; and (iii) (if applicable) evidence of filing with MOFCOM as foreign trade operators.

- (c) A certified copy of the Design-Build Contract duly executed by the parties thereto and the evidence that all conditions precedent to the effectiveness thereof (including but not limited to those set out in Article 3.1 of the Design-Build Contract) have been satisfied.
- (d) Evidence that the Government has approved the entering into of the Design-Build Contract, including but not limited to Government's conclusion 05 no.: 351-8424/2020-1.

5. SINOSURE

- (a) The Sinosure Policy, in form and substance satisfactory to the Lenders, duly issued by Sinosure and evidence that all conditions precedent to the effectiveness thereof have been satisfied.
- (b) Evidence that all conditions to the effectiveness of the Sinosure Policy have been satisfied.
- (c) Evidence that Sinosure has received the Sinosure Premium in full.

6. LEGAL OPINIONS

- (a) A legal opinion of Mayer Brown International LLP, legal advisers to the Finance Parties in England, substantially in the form distributed to the Original Lenders prior to signing this Agreement.
- (b) A legal opinion of BDK Advokati, legal advisers to the Finance Parties in the Republic of Serbia, substantially in the form distributed to the Original Lenders prior to signing this Agreement
- (c) A legal opinion of Fangda Partners, legal advisers to the Finance Parties in China relating to Sinosure and the Sinosure Policy, substantially in the form distributed to the Original Lenders prior to signing this Agreement.
- (d) A legal opinion from the Ministry of Justice of the Republic of Serbia.

7. OTHER DOCUMENTS AND EVIDENCE

- (a) Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 12 (*Fees and Sinosure Premium*), Clause 13.5 (*Stamp taxes*) and Clause 17 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.
- (b) Copy of:
 - (i) the Environmental and Social Due Diligence Report; and

- (ii) the Environmental and Social Action Plan (ESAP).
- (c) Copy of the ESIA Report (in English language) and evidence that a summary of the ESIA Report (in English language) is accessible and available online in line with the Equator Principles.
- (d) The evidence of the appointment of an Environmental and Social Consultant acceptable to the Agent, who will be mandated in particular to (i) provide mentoring of the implementation of the actions provided for in the Environmental and Social Action Plan (ESAP) and (ii) provide Environmental and Social Monitoring Reports during construction phase and during the operational phase, relating to the compliance of the execution of the Project in line with the Environmental and Social Requirements
- (e) Evidence that all necessary Environmental Permits required under the Applicable Law for the realisation of the Project including, to the extent required, the EIAS Consent for the Project, have been obtained and are in full force and effect.
- (f) Evidence that any process agent referred to in Clause 42.2(a) (*Service of process*) has accepted its appointment.
- (g) Confirmation of details of the Contractor Account.
- (h) 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.
- (i) A copy of any other Authorisation or other document, opinion or assurance which the Agent 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 Transaction Document or for the validity and enforceability of any Transaction Document.

SCHEDULE 3
FORM OF UTILISATION REQUEST

From: **REPUBLIC OF SERBIA**, represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance (the "**Borrower**")

To: [Agent]

Dated:

Dear Sirs

REPUBLIC OF SERBIA, represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance – **EUR [●] Facility Agreement dated [●] (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)

Amount: [] or, if less, the Available Facility
3. We refer to the attached Contractor Certificate and certify that the information specified in that Contractor Certificate is true and accurate and has not been amended or superseded at the date of this Utilisation Request.
4. This Loan is to be made in respect of amounts due and payable under the Design-Build Contract.
5. The proceeds of this Loan should be credited to the Contractor Account referred to in the attached Contractor Certificate.
6. We confirm that:
 - (a)
 - (i) the Repeating Representations are, as of the date hereof, and will be as of the proposed Utilisation Date, true and correct in all material respects;
 - (ii) no Default has, of the date hereof, occurred and is continuing or would result from the Utilisation requested above; and
 - (iii) each other condition specified in Clause 5.2 (*Further conditions precedent*) of the Agreement is satisfied on the date of this Utilisation Request;

- (b) the Amount to be advanced pursuant to this Utilisation Request does not include any amounts for which a Loan has already been made; and
- (c) the Amount to be advanced pursuant to this Utilisation Request does not include any amount which is currently the subject of any dispute to the best of our knowledge and belief will it or any part of it be subject to such dispute.

7. This Utilisation Request is irrevocable.

Yours faithfully

.....

Borrower Authorised Signatory for and on behalf of the Borrower

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

From: PowerChina International Group Limited
(the "**Contractor**")

To: BNP Paribas SA as Agent

Dated:

Dear Sirs

Republic of Serbia – Sava Bridge - Facility Agreement dated [•] (the "Agreement")

1. We refer to the Agreement. Terms defined in the Agreement shall have the same meaning in this Contractor Certificate unless given a different meaning in this Contractor Certificate. This is the Contractor Certificate issued in respect of the attached Utilisation Request.
2. We have attached the Supporting Documents relevant to the transaction described below.
3. We hereby confirm that:
 - (a) as per our invoice n°[•] dated [•], we have invoiced the Employer/Investor for an amount of EUR [•] in respect of the Design-Build Contract (in relation to [*insert description of the relevant supply or works*]) (the "**Invoiced Amount**");
 - (b) we have already received EUR [•] of the Invoiced Amount (being at least fifteen per cent. (15%) of the Invoiced Amount) in cleared funds directly from the Republic of Serbia;
 - (c) the amount of the requested Loan referred to in the attached Utilisation Request (being EUR [•]) is less than or equal to eighty-five per cent (85%) of the Invoiced Amount and should be made 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):	[]
 - (d) 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 Contract Price;
 - (e) each of the Supporting Documents is complete, authentic and in effect and in conformity with the Design-Build Contract in all material aspects;

- (f) we have complied with Sinasure's instructions regarding the utilisation schedule;
- (g) our above mentioned invoice is not disputed by the Employer/Investor;
- (h) the Design-Build 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;
- (i) as far as we are aware, it is not, nor has it become, unlawful for us to perform our obligations under the Design-Build Contract;
- (j) 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.
- (k) 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 Sanctions Restricted Person:
 1. the subject or the target of any sanctions or trade embargos administered or enforced by the Sanctions Authority, or
 2. owned fifty per cent. (50%) or more by or otherwise controlled by, or acting on behalf of one or more Sanctions Restricted Persons, or
 3. located, organized or resident in a Sanctioned Territory,
 - (ii) to fund or facilitate any activities of or business in any Sanctioned Territory, or
 - (iii) in any other manner that will result in a violation by any Sanctions Restricted Person (including any Sanctions Restricted Person participating in the transaction, whether as initial purchaser, advisor, investor or otherwise) of Sanctions;
- (l) all information given by us to the Agent in connection with this 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

4. the Invoiced Amount set forth above is eligible for financing under the Agreement.

Yours faithfully

.....
Contractor Authorised Signatory for and on behalf of the Contractor
PowerChina International Group Limited

SCHEDULE 5
FORM OF TRANSFER CERTIFICATE

To: BNP Paribas SA as Agent

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

Dated:

Republic of Serbia – Sava Bridge Facility Agreement dated [●] (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 23.5 (*Procedure for transfer*) of the Agreement:
 - (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 23.5 (*Procedure for transfer*) of the Agreement, all of the Existing Lender's rights and obligations under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment 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 30.2 (*Addresses*) of the Agreement are set out in the Schedule.
3. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in Clause 23.4(c) (*Limitation of responsibility of Existing Lenders*) of the Agreement.
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]

[Existing Lender]

[New Lender]

By:

By:

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

[Agent]

By:

SCHEDULE 6
FORM OF ASSIGNMENT AGREEMENT

To: BNP Paribas SA as Agent and Republic of Serbia as Borrower

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

Dated:

Republic of Serbia – Sava Bridge Facility Agreement dated [●] (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 23.6 (*Procedure for assignment*) of the Agreement:
 - (a) Existing Lender under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment 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 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 2(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 30.2 (*Addresses*) of the Agreement are set out in the Schedule.
6. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in Clause 23.4(c) (*Limitation of responsibility of Existing Lenders*) of the Agreement.
7. This Assignment Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with Clause 23.7 (*Copy of Transfer Certificate or Assignment Agreement to the Borrower*) of the Agreement, to the Borrower (on behalf of each Obligor) 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, 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]

[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.

[Agent]

By:

**SCHEDULE 7
TIMETABLES**

Delivery of a duly completed Utilisation Request (Clause 6.1 (<i>Delivery of a Utilisation Request</i>))	U – 15 10.00 a.m. (CET)
Agent notifies the Lenders of the Loan in accordance with Clause 6.5 (<i>Lenders' participation</i>)	U – 10 10.00 a.m. (CET)
EURIBOR is fixed	Quotation Day 11:00 a.m. (Brussels time) in respect of EURIBOR

U = Utilisation Date

U – X = the day falling X Business Days prior to U

SIGNATURES

THE BORROWER

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

Contact details for notices:

Address: 20 Kneza Miloša St, 11000 Belgrade

Fax: (381-11) 3618-961

Attention: Minister of Finance

Email: kabinet@mfin.gov.rs and uprava@javnidug.gov.rs

THE ARRANGER
BNP PARIBAS SA

Signature: _____

Name: Gernigon Thierry

Position: Director Export Finance CEEMEA

THE AGENT
BNP PARIBAS SA

Signature: _____

Name: Gernigon Thierry

Position: Director Export Finance CEEMEA

Contact details for notices:

Address : Credit Transaction Management Export Finance
Immeuble Océanie,
ACI : CPE02A1
9 rue du Débarcadère, 93500 Pantin,
France

Attention : Sylvie CASET CARRICABURU, Nadia TIDJANI

Telephone : +33 1 43 16 81 69/+33 1 42 98 16 57

Email : sylvie.casetcarricaburu@bnpparibas.com/nadia.tidjani@bnpparibas.com

THE ORIGINAL LENDERS

BNP PARIBAS SA

Signature: _____

Name: Gernigon Thierry

Position: Director Export Finance CEEMEA

BNP PARIBAS FORTIS SA/NV

Signature: _____

Name: Gernigon Thierry

Position: Director Export Finance CEEMEA

Dated May 19, 2022

REPUBLIC OF SERBIA

represented by the Government of the Republic of Serbia

acting by and through the Ministry of Finance

as Borrower

and

BNP PARIBAS

as Agent

AMENDMENT AGREEMENT NO.1

to the Facility Agreement dated November 30th, 2021

in respect of

**a China Export & Credit Insurance Corporation insured
facility**

**of up to EUR 79,916,833.43 to finance the removal of the old
Sava Bridge and the construction of a new steel arch bridge**

THIS AMENDMENT AGREEMENT NO. 1 (this "**Amendment Agreement**") dated May 19, 2022 is made between:

- (1) **REPUBLIC OF SERBIA** represented by the **Government of the Republic of Serbia acting by and through the Ministry of Finance** as borrower (the "**Borrower**"); and
- (2) **BNP PARIBAS**, a *société anonyme* organised and existing under the laws of the Republic of France, whose registered office is situated at 16 boulevard des Italiens, 75009 Paris, France registered under number 662 042 449 at the Commercial Registry of Paris, as agent for itself and the other Finance Parties (the "**Agent**");

WHEREAS:

- (A) Pursuant to a facility agreement dated November 30th, 2021 (the "**Facility Agreement**") entered into between the Borrower, the Agent, and BNP Paribas as mandated lead arranger and BNP Paribas and BNP Paribas Fortis SA/NV as original lenders (the "**Lenders**"), the Lenders agreed to make available to the Borrower a facility for an amount of up to EUR 79,916,833.43.
- (B) Pursuant to clause 2.2 (*Long Stop Date*) of the Facility Agreement, if the Effective Date has not occurred by January 31st, 2022 (or any later date which the Agent, acting on the instructions of all Lenders, has notified to the Borrower), the Facility Agreement shall not take effect and no Party shall have any rights or obligations hereunder, save to the extent contemplated in paragraph (d) of clause 2.1 (*Effective Date*) of the Facility Agreement.
- (C) The Parties have agreed to amend the Facility Agreement as set out below.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Facility Agreement will, unless otherwise defined herein or a contrary intention appears, bear the same meaning when used in this Amendment Agreement and the following terms will have the following meanings:

- (a) "**Effective Date**" means the date on this Amendment Agreement; and
- (b) "**Parties**" means the parties to this Amendment Agreement.

1.2 Construction

The provisions of clause 1.2 (*Construction*) of the Facility Agreement will apply, *mutatis mutandis*, to the interpretation and the construction of this Amendment Agreement.

2. AMENDMENT

With effect from the Effective Date, the Facility Agreement will be amended as follows:

- 2.1 The definition of "Availability Period" in clause 1.1 (*Definitions*) of the Facility Agreement is deleted in its entirety and replaced with the following:

"**Availability Period**" means the period from and including the Effective Date to and including the earlier of:

- (a) 31 December 2022 (unless the CP Satisfaction Date has occurred on or prior to that date, in which case this paragraph (a) shall not apply);
- (b) the date of the final scheduled payment instalment under the Design-Build Contract, which is 112 days after the Completion Date; and
- (c) the date falling 36 Months after the latest to occur of:
 - (i) the Effective Date; and
 - (ii) the CP Satisfaction Date.

Clause 2.2 of the Facility Agreement is amended by replacing the terms "31 January 2022" by "29 October 2022".

3. REPRESENTATIONS AND WARRANTIES

On the date of this Amendment Agreement, the Borrower makes the Repeating Representations by reference to the facts and circumstances existing on the date hereof as if references to the Finance Documents included references to this Amendment Agreement.

4. AUTHORITY

The Lenders have provided their consent to the amendments and other matters contemplated by this Amendment Agreement and accordingly the Agent is authorised to enter into this Amendment Agreement on behalf of the Finance Parties in accordance with Clause 34 (*Amendments and waivers*) of the Facility Agreement.

5. CONTINUATION

Except to the extent expressly amended by the terms of this Amendment Agreement, all terms and conditions of the Facility Agreement will remain in full force and effect and the rights and obligations of each party to the Facility Agreement shall not be affected or impaired by the execution, delivery or performance of this Amendment Agreement. This Amendment Agreement shall form an integral part of the Facility Agreement and any reference in the Facility Agreement or any other document or instrument to, or to any provision of, the "Agreement" will, with effect from the Effective Date, be deemed to be a reference to the Facility Agreement, or that provision, as amended by this Amendment Agreement.

6. MISCELLANEOUS

6.1 Finance Document

The Parties designate this Amendment Agreement as a Finance Document.

6.2 **Third Parties Rights**

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a party to this Amendment Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Amendment Agreement.
- (b) Notwithstanding any term of this Amendment Agreement, the consent of any person who is not a Party is not required to rescind or vary this Amendment Agreement at any time.

6.3 **Incorporation from the Facility Agreement**

The terms of clause 32 (*Partial Invalidity*), clause 33 (*Remedies and Waivers*), clause 35 (*Confidential Information*), clause 37 (*Counterparts*), clause 41 (*Arbitration*), clause 42 (*Jurisdiction*) and clause 43 (*Waiver of Immunity*) of the Facility Agreement are hereby incorporated into this Amendment Agreement by reference as if set out in full herein and as if references to "this Agreement" or "Finance Documents" in such clauses were references to this Amendment Agreement.

6.4 **Further Assurances**

The Borrower shall, at the request of the Agent, execute, acknowledge, deliver, file and/or register all such agreements, instruments, certificates, documents and assurances and perform such other acts as the Agent shall reasonably deem to be necessary to give effect to this Amendment Agreement.

6.5 **Costs and Expenses**

Within three (3) Business Days of demand, the Borrower shall reimburse the Agent for the amount of all out-of-pocket costs and expenses (including all legal fees) incurred by it in connection with the evaluation of, preparation, negotiation, printing, execution and effectiveness of this Amendment Agreement.

7. **GOVERNING LAW AND JURISDICTION**

7.1 **Governing law**

This Amendment Agreement and any non-contractual obligations arising out of or in connection with this Amendment Agreement are governed by and shall be construed in accordance with English law.

This Amendment Agreement has been entered into on the date set forth at the beginning of this Amendment Agreement.

SIGNATURES

THE BORROWER

REPUBLIC OF SERBIA

**Represented by the Government of the Republic of Serbia
Acting by and through the Ministry of Finance**

By: _____

Name: Siniša Mali

Title: Minister of Finance

THE AGENT

BNP PARIBAS

By: _____

Name: Nadia Tidjani

Title: Credit Transaction Management, Export Finance

By: _____

Name: Philippe Laude

Title: Head of Transaction Management, Export Finance

Dated October 20, 2022

REPUBLIC OF SERBIA

represented by the Government of the Republic of Serbia

acting by and through the Ministry of Finance

as Borrower

and

BNP PARIBAS

as Agent

AMENDMENT AGREEMENT NO.2

to the Facility Agreement dated November 30th, 2021

in respect of

**a China Export & Credit Insurance Corporation insured
facility**

**of up to 79,916,833.43 to finance the removal of the old Sava
Bridge and the construction of a new steel arch bridge**

THIS AMENDMENT AGREEMENT NO. 2 (this "**Amendment Agreement**") dated October 20, 2022 is made between:

- (1) **REPUBLIC OF SERBIA** represented by the **Government of the Republic of Serbia acting by and through the Ministry of Finance** as borrower (the "**Borrower**"); and
- (2) **BNP PARIBAS**, a *société anonyme* organised and existing under the laws of the Republic of France, whose registered office is situated at 16 boulevard des Italiens, 75009 Paris, France registered under number 662 042 449 at the Commercial Registry of Paris, as agent for itself and the other Finance Parties (the "**Agent**");

WHEREAS:

- (A) Pursuant to a facility agreement dated November 30th, 2021 entered into between the Borrower, the Agent, and BNP Paribas as mandated lead arranger and BNP Paribas and BNP Paribas Fortis SA/NV as original lenders (the "**Lenders**"), as amended by amendment agreement No.1 dated May 19th, 2022 (the "**Facility Agreement**") the Lenders agreed to make available to the Borrower a facility for an amount of up to 79,916,833.43.
- (B) Pursuant to clause 2.2 (*Long Stop Date*) of the Facility Agreement, if the Effective Date has not occurred by October 29th, 2022 (or any later date which the Agent, acting on the instructions of all Lenders, has notified to the Borrower), the Facility Agreement shall not take effect and no Party shall have any rights or obligations hereunder, save to the extent contemplated in paragraph (d) of clause 2.1 (*Effective Date*) of the Facility Agreement.
- (C) The Parties have agreed to amend the Facility Agreement as set out below.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Terms defined in the Facility Agreement will, unless otherwise defined herein or a contrary intention appears, bear the same meaning when used in this Amendment Agreement and the following terms will have the following meanings:

- (a) "Amendment Effective Date" means the date on this Amendment Agreement; and
- (b) "Parties" means the parties to this Amendment Agreement.

1.2. Construction

The provisions of clause 1.2 (Construction) of the Facility Agreement will apply, mutatis mutandis, to the interpretation and the construction of this Amendment Agreement.

2. AMENDMENT

With effect from the Amendment Effective Date, the Facility Agreement will be amended as follows:

- 2.1 The definition of "Availability Period" in clause 1.1 (*Definitions*) of the Facility Agreement is deleted in its entirety and replaced with the following:

“**Availability Period**" means the period from and including the Effective Date to and including the earlier of:

- (a) 28 February 2023 (unless the CP Satisfaction Date has occurred on or prior to that date, in which case this paragraph (a) shall not apply);
 - (b) the date of the final scheduled payment instalment under the Design-Build Contract, which is 112 days after the Completion Date; and
 - (c) the date falling 36 Months after the latest to occur of:
 - (i) the Effective Date; and
 - (ii) the CP Satisfaction Date.“
- 2.2 Clause 2.2 of the Facility Agreement is amended by replacing the terms “29 October 2022” by “29 December 2022”.

3. REPRESENTATIONS AND WARRANTIES

On the date of this Amendment Agreement, the Borrower makes the Repeating Representations by reference to the facts and circumstances existing on the date hereof as if references to the Finance Documents included references to this Amendment Agreement.

4. AUTHORITY

The Lenders have provided their consent to the amendments and other matters contemplated by this Amendment Agreement and accordingly the Agent is authorised to enter into this Amendment Agreement on behalf of the Finance Parties in accordance with Clause 34 (*Amendments and waivers*) of the Facility Agreement.

5. CONTINUATION

Except to the extent expressly amended by the terms of this Amendment Agreement, all terms and conditions of the Facility Agreement will remain in full force and effect and the rights and obligations of each party to the Facility Agreement shall not be affected or impaired by the execution, delivery or performance of this Amendment Agreement. This Amendment Agreement shall form an integral part of the Facility Agreement and any reference in the Facility Agreement or any other document or instrument to, or to any provision of, the "Agreement" will, with effect from the Amendment Effective Date, be deemed to be a reference to the Facility Agreement, or that provision, as amended by this Amendment Agreement.

6. MISCELLANEOUS

6.1 Finance Document

The Parties designate this Amendment Agreement as a Finance Document.

6.2 Third Parties Rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a party to this Amendment Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Amendment Agreement.
- (b) Notwithstanding any term of this Amendment Agreement, the consent of any person who is not a Party is not required to rescind or vary this Amendment Agreement at any time.

6.3 Incorporation from the Facility Agreement

The terms of clause 32 (*Partial Invalidity*), clause 33 (*Remedies and Waivers*), clause 35 (*Confidential Information*), clause 37 (*Counterparts*), clause 41 (*Arbitration*), clause 42 (*Jurisdiction*) and clause 43 (*Waiver of Immunity*) of the Facility Agreement are hereby incorporated into this Amendment Agreement by reference as if set out in full herein and as if references to "this Agreement" or "Finance Documents" in such clauses were references to this Amendment Agreement.

6.4 Further Assurances

The Borrower shall, at the request of the Agent, execute, acknowledge, deliver, file and/or register all such agreements, instruments, certificates, documents and assurances and perform such other acts as the Agent shall reasonably deem to be necessary to give effect to this Amendment Agreement.

6.5 Costs and Expenses

Within three (3) Business Days of demand, the Borrower shall reimburse the Agent for the amount of all out-of-pocket costs and expenses (including all legal fees) incurred by it in connection with the evaluation of, preparation, negotiation, printing, execution and effectiveness of this Amendment Agreement.

7. GOVERNING LAW AND JURISDICTION

7.1 Governing law

This Amendment Agreement and any non-contractual obligations arising out of or in connection with this Amendment Agreement are governed by and shall be construed in accordance with English law.

This Amendment Agreement has been entered into on the date set forth at the beginning of this Amendment Agreement.

SIGNATURES

THE BORROWER

REPUBLIC OF SERBIA

**Represented by the Government of the Republic of Serbia
Acting by and through the Ministry of Finance**

By: _____

Name: Siniša Mali

Title: Minister of Finance

THE AGENT

BNP PARIBAS

By: _____

Name: Philippe Laude

Title: Responsable de Transaction Management, Export finance

By: _____

Name: Khalid Bouitida

Title: Credit Transaction Management, Export Finance

Datum 30. novembar 2021. godine

- (1) **REPUBLIKA SRBIJA**, koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, kao Zajmoprimac
- (2) **BNP PARIBAS SA** kao Aranžer
- (3) **BNP PARIBAS FORTIS SA/NV** i **BNP PARIBAS SA** kao Prvobitni zajmodavci
- (4) **BNP PARIBAS SA** kao Agent

UGOVOR O KREDITU

u iznosu do 79.916.833,43 evra osiguranog kod China Export & Credit Insurance Corporation za finansiranje uklanjanja starog mosta na Savi i izgradnju novog čeličnog lučnog mosta

OVAJ UGOVOR datiran na 30. novembar 2021. godine sklopljen je između:

- (1) **REPUBLIKE SRBIJE**, koju predstavlja Vlada Republike Srbije, delujući preko i putem Ministarstva finansija, kao zajmoprimca (u daljem tekstu "**Zajmoprimac**");
- (2) **BNP PARIBAS SA** kao ovlašćeni glavni aranžer (u daljem tekstu "**Aranžer**");
- (3) **BNP PARIBAS FORTIS SA/NV i BNP PARIBAS SA** kao zajmodavci (u daljem tekstu "**Prvobitni zajmodavci**"); i
- (4) **BNP PARIBAS SA** kao agenta drugih strana kreditnog aranžmana (u daljem tekstu "**Agent**").

USAGLAŠENO JE kao što sledi:

ODELJAK 1 TUMAČENJE

1. DEFINICIJE

1.1 Definicije

U ovom Ugovoru:

"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" označavaju Zakon o sprečavanju podmićivanja iz 2010. godine, Zakon Sjedinjenih američkih država o sprečavanju koruptivne prakse u inostranstvu iz 1977. godine, francuski Zakon br. 2016-1691 (Sapin II), kao i bilo koji drugi relevantan sličan zakon ili propis u bilo kojoj jurisdikciji vezan za podmićivanje, korupciju ili druge slične radnje.

"Zakoni o sprečavanju pranja novca" označava sve relevantne zakone ili propise u bilo kojoj jurisdikciji koji se odnose na pranje novca, borbu protiv terorizma, sva predikatna krivična dela pranja novca ili bilo koju obavezu vođenja finansijske evidencije i izveštavanja koja se na to odnosi.

"Važeći zakon" označava:

- (a) svaki zakon, statut, uredbu, ustav, propis, pravilnik, podzakonski akt, instrukciju, odluku, nalog ili drugu direktivu bilo koje Državne institucije ili drugo važeće u Republici Srbiji;
- (b) ugovor, pakt ili druge važeće sporazume čiji je potpisnik ili članica bilo koja Državna institucija; ili
- (c) bilo koje sudsko ili administrativno obavezujuće tumačenje svega navedenog u stavovima (a) i (b),

i, u svakom slučaju, koji se primenjuje na Zajmoprimca, imovinu Zajmoprimca ili Dokumenta o transakciji.

"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, dozvolu, odobrenje, rešenje, licencu, izuzeće, podnesak, overu javnog beležnika ili registraciju.

"Organ" označava:

- (a) bilo koju zakonodavnu, administrativnu ili drugu državnu instituciju, agenciju, komisiju, odbor, upravu ili bilo koji regulatorni organ, ili, njihove posrednike i bilo koje državne organe Kine koji su uključeni u definisanje uslova i osiguranje izvoznih kredita, uključujući, između ostalog, i subjekte kojima su delegirana ovlašćenja u smislu obezbeđivanja ili upravljanja finansiranjem izvoza; ili
- (b) Sinosure.

"Period raspoloživosti" označava period od i zaključno sa datumom stupanja na snagu ovog Ugovora do i uključujući datum koji se ranije desi:

- (a) 31. mart 2022. godine (osim ukoliko su na ili pre tog datuma ispunjeni preduslovi za povlačenje sredstava, u tom slučaju ovaj stav (a) se neće primenjivati);
- (b) Datum poslednjeg planiranog plaćanja u skladu sa Ugovorom o projektovanju i izgradnji, što je 112 dana od Datuma završetka;
- (c) datum koji nastupa 36 meseci nakon datuma koji se kasnije desi:
 - (i) Datum stupanja na snagu; i
 - (ii) datum kada su ispunjeni preduslovi za korišćenje sredstava.

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

- (a) iznos njegovog učešća u preostalom delu Kredita; i
- (b) u vezi sa bilo kojim predloženim Korišćenjem sredstava, iznos udela u bilo kom Zajmu koji je dospelo na Dan korišćenja ili pre predloženog Dana korišćenja.

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

"Potpisnik Zajmoprimca" označava lice:

- (a) ovlašćeno da za račun Zajmoprimca potpisuje sva dokumenta koja se dostavljaju u skladu sa ili u vezi sa ovim Ugovorom; i
- (b) za koje je Agentu dostavljen zadovoljavajući dokaz o ovlašćenju i deponovanom potpisu.

"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 međubankarsko poslovanje u Pekingu, Beogradu, Briselu i Parizu i (za potrebe plaćanja ili utvrđivanja stope u evrima) dan kada je Transevropski automatski sistem ekspresnog transfera bruto plaćanja u realnom vremenu (TARGET) otvoren za poslovanje.

"Kina" označava Narodnu Republiku Kinu (isključujući, samo za potrebe ovog Ugovora, Makao i Tajvan).

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

"Angažovana sredstva" označavaju:

- (a) za Prvobitnog zajmodavca, iznos naspram njegovog imena u poglavlju "Angažovana sredstva (EUR)" u Prilogu 1 (Prvobitni zajmodavci) 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,

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

"Datum završetka" označava datum izdavanja Potvrde o preuzimanju radova u skladu sa Ugovorom o projektovanju i izgradnji.

"Poverljive informacije" označavaju sve informacije u vezi sa Zajmoprimcem, Dokumentima o transakciji 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) Zajmodavca 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 35 (*Confidential information*); ili
 - (B) koje prilikom njihovog dostavljanja Zajmoprimac, njegove državne institucije 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) 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) stope finansiranja.

"Ugovor o poverljivosti" označava ugovor o čuvanju poverljivosti koji je u bitnoj meri sačinjen u formi objavljenoj od strane LMA-a za sekundarno trgovanje kreditima ili u bilo kojoj drugoj formi o kojoj su se Zajmoprimac i Agent saglasili.

"Ugovorna cena" označava ukupan iznos plativ od strane Naručioca/Investitora Izvođaču u skladu sa Ugovorom o projektovanju i izgradnji u iznosu od 94.019.804,03 evra.

"Izvođač" označava PowerChina International Group Limited, kompaniju koja je registrovana i posluje u skladu sa zakonima Narodne Republike Kine pod jedinstvenim matičnim brojem 91110108MA0052EU47, sa sedištem na

adresi 801, Floor 8, Building 23, Yard 17, Xicui Road, Haidian District, Peking, Kina.

"Račun izvođača" označava svaki račun definisan kao takav u pisanoj formi od strane Agenta i Ovlašćenog potpisnika Izvođača.

"Korektivni akcioni plan" označava plan koji priprema Zajmoprimac u konsultacijama sa Agentom (koji postupa po instrukcijama Većinskih zajmodavaca) i Konsultantom zaduženim za životnu sredinu i socijalna pitanja i uzimajući njihove komentare u obzir (saglasni da će Zajmoprimac snositi isključivu odgovornost za konačni plan), koji definiše mere u cilju otklanjanja, ispravljanja, ublažavanja, ograničavanja, tretiranja, poboljšanja ili bilo kog drugog usklađivanja i utvrđuje aktivnosti, pokazatelje uspeha ili ciljeve sa definisanim rokovima koje je potrebno postići u cilju rešavanja relevantnih problema.

"Ovlašćeni potpisnik Izvođača" označava lice:

- (a) ovlašćeno da za račun Izvođača potpisuje sva dokumenta dostavljena u skladu sa ili vezana za ovaj Ugovor; i
- (b) za koje je Agentu dostavljen zadovoljavajući dokaz o ovlašćenju i deponovanom potpisu.

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

„Datum ispunjenja preduslova za korišćenje sredstava“ označava datum na koji Agent obavesti Zajmoprimca i svakog od Zajmodavaca da je primio svu dokumentaciju i druge dokaze navedene u Prilogu 2 (*Preduslovi*) u odgovarajućoj formi i sadržini, osim bilo koje takve dokumentacije ili drugih dokaza kojih se svaki Zajmodavac odrekao, u skladu sa Klauzulom 5.1. (*Inicijalni preduslovi*).

"Neispunjenje obaveza" označava Slučaj neispunjenja obaveza ili bilo koji slučaj ili okolnost navedenu u Klauzuli 21 (*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.

"Ugovor o projektovanju i izgradnji" označava ugovor od 11. decembra 2020. godine sklopljen između MGSI, Naručioca/Investitora i Izvođača, koji se odnosi na Projekat.

"Prekid rada" označava neki od sledećih događaja ili oba:

- (a) materijalni prekid 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 uzrokuje prekid rada (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 svakom slučaju) nije uzrokovala Strana čije operacije su prekinute i to je van njene kontrole.

"Učešće" označava, u kontekstu predloženog kredita plaćanje dela fakture po Ugovoru o projektovanju i izgradnji u ukupnom iznosu koji je jednak ili veći od 15 procenata tog fakturisanog iznosa koji se plaća Izvođaču od strane ili u ime Zajmoprimca koristeći druga sredstva osim raspoloživih sredstava kredita.

"Datum stupanja na snagu" označava datum koji je Agent Zajmoprimcu naznačio kao "Datum stupanja na snagu", kao datum kada su ispunjeni svi preduslovi navedeni u stavu (a) Klauzule 2.1 (*Datum stupanja na snagu*) na način koji je zadovoljavajući za Agentu (postupajući po uputstvima svih Zajmodavaca).

"Saglasnost na SPUŽS" označava saglasnost na studiju o proceni uticaja na životnu sredinu, kao što je regulisano Zakonom o proceni uticaja na životnu sredinu, Službeni glasnik Republike Srbije, br.135/2004 i 36/2009).

"Naručilac/investitor" označava javno preduzeće Direkcija za građevinsko zemljište i izgradnju Beograda (*Direkcija za građevinsko zemljište i izgradnju Beograda J.P. Beograd*) koje je osnovano i posluje u skladu sa zakonima Republike Srbije, sa matičnim brojem 07094094 i registrovanom adresom Njegoševa 84, Beograd, Republika Srbija u svojstvu naručioca i investitora, kako je to primenljivo u skladu sa Ugovorom o projektovanju i izgradnji.

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

- (a) vazduh (uključujući ali ne ograničavajući se na vazduh unutar prirodnih ili sagrađenih struktura ispod ili iznad zemlje);
- (b) vodu (uključujući ali ne ograničavajući se na teritorijalne, priobalne i unutrašnje vode, podzemne i površinske vode i vode u kanalima i kanalizaciji);
- (c) zemljište i tlo (uključujući ali ne ograničavajući se na zemljište pod vodom);
- (d) kulturno nasleđe ili arheološke artefakte i izgrađeno okruženje; i

(e) zdravlje ljudi, prava radnika ili ljudska prava.

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

"Akcioni plan za životnu sredinu i socijalna pitanja (ESAP)" označava plan mera ublažavanja i unapređenja u oblasti životne sredine i socijalnih pitanja koji definiše nedostatke i utvrđuje aktivnosti koje će Zajmoprimac preduzeti, nakon dogovora sa Konsultantom zaduženim za ekološka i socijalna pitanja, Agentom i Većinskim zajmodavcima, kako bi se obezbedilo da su plan i Projekat usklađeni sa Zahtevima koji se odnose na životnu sredinu i socijalna pitanja.

"Konsultant za životnu sredinu i socijalna pitanja" označava firmu *ERM Environmental Resources Management SRL* ili bilo kog drugog nezavisnog eksperta u oblasti životne sredine i/ili socijalnih pitanja kojeg postavljaju Zajmodavci (troškove će snositi Zajmoprimac ili Naručilac) koji pruža savete i dostavlja izveštaje vezane za Zahteve u oblasti životne sredine i socijalnih pitanja.

"Due Diligence izveštaj o životnoj sredini i socijalnim pitanjima" označava izveštaj koji priprema Konsultant za životnu sredinu i socijalna pitanja u formi i sadržine koji zadovoljavaju Zajmodavce.

"Izveštaj o praćenju životne sredine i socijalnih pitanja" označava periodični revizorski izveštaj koji priprema Konsultant zadužen za životnu sredinu i socijalna pitanja, u formi koja je zadovoljavajuća za Agenta (koji postupa po nalogu Većinskih zajmodavaca) o usklađenosti Projekta sa zahtevima u oblasti životne sredine i socijalnih pitanja, a dostavlja se onoliko često koliko se Većinski zajmodavci dogovore sa Konsultantom zaduženim za životnu sredinu i socijalna pitanja.

"Zahtevi u oblasti životne sredine i socijalnih pitanja" označavaju sve zahteve, uslove, standarde, zaštitu, obaveze ili performanse koji su obavezni u skladu sa:

- (a) bilo kojim zakonom o životnoj sredini;
- (b) standardima u oblasti životne sredine i socijalnih pitanja; i
- (c) akcionim planom u oblasti životne sredine i socijalnih pitanja.

"Standardi u oblasti životne sredine i socijalnih pitanja" primenjivi na Projekat podrazumevaju principe „Ekvator“, Standarde rezultata u oblasti ekološke i socijalne održivosti IFC-a, Opšte smernice o životnoj sredini, zdravlju i sigurnosti (EHC) Grupe Svetska banka, sektorske EHC smernice i Direktive EU primenjive na Projekat.

"Zakon o životnoj sredini" označava svaki primenjivi zakon ili propis koji se odnosi 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, uključujući ali ne ograničavajući se na bilo koji otpad.

"Dozvole koje se odnose na životnu sredinu" označavaju bilo koju dozvolu i drugo 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, MGSI, Naručioca ili Investitora.

"Principi Ekvator" označavaju principe pod nazivom "Principi Ekvator – standarde koje su različite finansijske institucije usvojile u cilju identifikovanja, procene i upravljanja rizicima u oblasti životne sredine i socijalnih pitanja na projektima", objavljene u julu 2020. godine; dostupni su na dan ovog Ugovora na adresi: <https://equator-principles.com/wp-content/uploads/2020/01/The-Equator-Principles-July-2020.pdf>.

"Izveštaj o proceni uticaja na životnu sredinu i socijalna pitanja" označava Izveštaj o proceni uticaja na životnu sredinu i socijalna pitanja koji treba dostaviti u skladu sa Klauzulom 5.1. (*Inicijalni preduslovi*).

„EURIBOR" označava u vezi sa Zajmom:

- (a) važeći Prikaz kamatne stope, na relevantan Dan kotacije za evro i za vremenski period po dužini jednak Kamatnom periodu tog Zajma; ili
- (b) kako je drugačije utvrđeno u skladu sa Klauzulom 11.1 (*Nedostupnost Prikaza kamatne stope*),

i, ako je u bilo kom od ova dva slučaja stopa manja od nule, smatraće se da je EURIBOR nula.

"Slučaj neispunjenja obaveza" označava događaje ili okolnosti definisane kao takve u Klauzuli 21 (*Slučaj neispunjenja obaveza*).

"Izuzeta imovina" ima značenje dato u Klauzuli 18.20 (*Nema imuniteta*).

"Eksterna finansijska zaduženost" označava:

- (a) sva finansijska zaduženja izražena ili denominovana ili plativa (ili koji mogu biti plativa, s vremena na vreme, po izboru relevantnog zajmodavca) u bilo kojoj valuti koja nije zakonska valuta u Republici Srbiji; ili
- (b) sva finansijska zaduženja koja su ili mogu biti plativa licu koje ima boravište van Republike Srbije ili ima registrovano sedište ili glavno mesto poslovanja van Republike Srbije.

"Kreditni aranžman" označava dugoročni kreditni aranžman obezbeđen u skladu sa ovim Ugovorom, kao što je dato u Klauzuli 3 (*The Facility*).

"Valuta kreditnog aranžmana" je evro.

"Kancelarija kreditnog aranžmana" označava:

- (a) 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;
- (b) u odnosu na bilo koju drugu finansijsku stranu, kancelariju u jurisdikciji u kojoj je rezident u poreske svrhe.

"FATCA" označava:

- (a) Odeljke 1471-1474 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.

"Pismo o naknadama" označava pismo ili pisma datirana na datum ovog Ugovora ili približnog datuma između Aranžera i Zajmoprimca i/ili Agenta i Zajmoprimca kojima se utvrđuju sve naknade iz Klauzule 12 (*Naknade i premija Sinosure*).

"Krajnji datum dospeća" označava datum koji dospeva osamdeset četiri (84) meseca nakon isteka Perioda raspoloživosti.

"Dokument o finansiranju" označava ovaj Ugovor, svako Pismo o naknadama, svaki Zahtev za korišćenje sredstava i sve druge dokumente koje Agent i Zajmoprimac tako definišu.

"Strana kreditnog aranžmana" označava Agenta, Aranžera ili Zajmodavca.

"Finansijska zaduženost" označava svako dugovanje za ili po osnovu:

- (a) pozajmljenog novca;
- (b) iznosa po osnovu aranžmana akceptnog kredita ili dematerijalizovanog ekvivalenta;
- (c) svakog aranžmana o kupovini srednjoročnih obveznica ili emitovanju dugoročnih i srednjoročnih obveznica, zadužnica, vrednosnih papira ili sličnog instrumenta;
- (d) iznosa bilo koje obaveze u pogledu bilo kakvog ugovora o zakupu ili najmu, koji bi se smatrao bilansnom obavezom;
- (e) prodatih ili diskontovanih potraživanja (osim potraživanja koja su prodana bez prava prenosa potraživanja);
- (f) svakog iznosa prikupljenog drugim transakcijama (uključujući ugovor o terminskoj prodaji ili kupovini) koje nisu navedene u drugim stavovima ove definicije i koje imaju komercijalni efekat pozajmice;
- (g) svake transakcije po osnovu derivata u koju se stupa u vezi sa zaštitom od ili radi koristi od fluktuacije bilo koje stope ili cene (a, pri izračunavanju vrednosti derivativne transakcije, samo tržišna vrednost (ili, ukoliko se bilo koji stvarni iznos duuguje zbog raskida ili zatvaranja te derivativne transakcije) će se uzimati u obzir);
- (h) svake obaveze kontragarancije u odnosu na garanciju, refundaciju, obveznicu, *standby* ili dokumentarni akreditiv ili drugog instrumenta izdatog od strane banke ili finansijske institucije; ili
- (i) iznosa obaveza po osnovu garancije ili odštete za sve stavke iz prethodnih stavova (a) - (h).

"Datum prve otplate" označava datum koji dospeva šest meseci nakon ranijeg od sledećih događaja: (a) Datuma završetka; i (b) isteka Perioda raspoloživosti.

"Stopa finansiranja" označava bilo koju pojedinačnu stopu o kojoj Zajmodavac obavesti Agenta u skladu sa stavom (a) (ii) Klauzule 11.3 (*Troškovi isplaćene kamate*).

"Vlada" označava Vladu Republike Srbije.

"Državni subjekti" označavaju:

- (a) sve centralne ili subnacionalne nivoe vlasti;
- (b) sve bankarske ili monetarne organe centralnog ili subnacionalnog nivoa vlasti;
- (c) sve lokalne jurisdikcije centralnog ili subnacionalnog nivoa vlasti;
- (d) Evropsku centralnu banku ili Savet ministara Evropske unije;
- (e) sve agencije, komisije, odbore komisija, organe, ministarstva, odeljenja, tela, sudove ili agencije gore navedenih institucija bez obzira kako su konstituisani; ili
- (f) sve druge organe, tela ili institucije koji vrše izvršne, zakonodavne, sudske, regulatorne ili administrativne funkcije centralnog ili nižih nivoa vlasti ili se na njih odnose, bez obzira kako su konstituisani; ili
- (g) udruženja, organizacije ili institucije čiji su organi nabrojani u prethodnim stavovima članovi (uključujući ali ne ograničavajući se na nad-nacionalna tela) ili čijoj jurisdikcija pripadaju ili u čijim aktivnostima učestvuju.

"Holding kompanija" označava, u odnosu na kompaniju, bilo koju drugu kompaniju u odnosu na koju je Zavisno društvo.

"IBRD" označava Međunarodnu banku za obnovu i razvoj.

"Standardi rezultata u oblasti ekološke i socijalne održivosti IFC-a" označavaju Standarde rezultata u oblasti ekološke i socijalne održivosti Grupe Svetska banka koji su stupili na snagu 1. januara 2012. godine, s povremenim izmenama i dopunama.

"MMF" označava Međunarodni monetarni fond.

"Kamatni period" označava, u smislu Kredita, svaki period utvrđen u skladu sa Klauzulom 10 (*Kamatni periodi*) i, u smislu Neplaćenog iznosa, svaki period utvrđen u skladu sa Klauzulom 9.3 (*Zatezna kamata*).

"Interpolirana kotirana stopa" označava, za potrebe Kredita, stopu (zaokruženu na isti broj decimalnih mesta kao i sve 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,

obe u Naznačenom vremenu za Valutu kreditnog aranžmana.

"Zajmodavac" označava:

- (a) svakog Prvobitnog zajmodavca; i
- (b) svaku banku, finansijsku instituciju, trust, fond ili drugu instituciju koja je postala Strana u svojstvu „Zajmodavca“ u skladu sa Klauzulom 23 (*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 Kredita do tog trenutka.

"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).

"Marža" označava 1,05% na godišnjem nivou.

"Materijalni negativni efekat" označava prema razumnom mišljenju Većinskih zajmodavaca, materijalni negativni efekat na:

- (a) vlasništvo, imovinu, finansijske ili ekonomske uslove Zajmoprimca, MGSI ili Naručioca/Investitora;
- (b) sposobnost Zajmoprimca, MGSI ili Naručioca/Investitora da ispuni svoje obaveze definisane Dokumentima o transakciji;
- (c) validnost ili izvršnost Dokumenta o transakciji ili polise Sinosure ili prava i pravnih lekova Strane u kreditnom aranžmanu prema Dokumentu o finansiranju.
- (d) političko, ekonomsko, komercijalno, pravno i fiskalno okruženje u Republici Srbiji ili Projektno okruženje, koje, u svakom slučaju, može imati materijalni negativni uticaj na sposobnost Zajmoprimca da vrši svoja plaćanja i ispunjava druge obaveze iz Dokumenta o finansiranju, ili sposobnost MGSI ili Naručioca/Investitora da ispuni svoje materijalne obaveze koje proističu iz Ugovora o projektovanju i izgradnji; ili
- (e) domaće ili međunarodno tržište novca ili kapitala koje utiče na ovu vrstu kreditnih aranžmana, koje, u svakom slučaju, može imati materijalan negativan uticaj na sposobnost Zajmoprimca da vrši svoja plaćanja i ispunjava druge obaveze iz Dokumenta o finansiranju, ili sposobnost MGSI ili Naručioca/Investitora da ispuni svoje materijalne obaveze koje proističu iz Ugovora o projektovanju i izgradnji.

"Materijalna promena Ugovora o projektovanju i izgradnji " označava bilo koje:

- (c) ustupanje, novaciju ili drugo odricanje od bilo kog prava i/ili obaveze koje proističu iz Ugovora o projektovanju i izgradnji; ili
- (d) izmene i dopune, odstupanje ili odricanje od uslova iz Ugovora o projektovanju i izgradnji koji:
 - (i) sami po sebi ili kada su spojeni sa bilo kojom prethodnom izmenom i dopunom, odstupanjem ili odricanjem od bilo koje odredbe Ugovora o projektovanju i izgradnji povećavaju ili smanjuju iznos koji plaćaju Zajmoprimac, Naručilac i/ili Investitor prema Ugovoru o projektovanju i izgradnji za više od deset procenata (10%); ili
 - (ii) uključuje materijalnu promenu prirode nabavke prema Ugovoru o projektovanju i izgradnji.

"MGSI" označava Republiku Srbiju koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva građevinarstva, saobraćaja i infrastrukture u skladu sa Zaključkom Vlade 05 Broj: 351-8424/2020-1.

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

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

"Mesec" označava period koji počinje jednim danom u kalendarskom mesecu i završava se odgovarajućim numerički danom u sledećem kalendarskom mesecu, osim:

- (a) (u skladu sa stavom (c) u nastavku) ako odgovarajući numerički dan nije Radni dan, taj period će se završiti sledećeg Radnog dana u kalendarskom mesecu u kome dati period treba da se završi, ukoliko ga ima, ili ukoliko ga nema, završiće se prethodnim Radnim danom;
- (b) ako ne postoji numerički odgovarajući dan u kalendarskom mesecu u kome se taj period završava, taj period će se okončati poslednjeg Radnog dana u tom kalendarskom mesecu; i
- (c) ako Kamatni period počinje poslednjeg Radnog dana kalendarskog meseca, taj Kamatni period će se okončati 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 Narodnu banku Srbije.

"**Novi zajmodavac**" ima značenje dato u Klauzuli 23 (*Promene Zajmodavaca*).

"**OFAC**" označava Kancelariju za kontrolu stranih sredstava Ministarstva finansija Sjedinjenih američkih država.

"**Država učesnica**" označava svaku državu članicu Evropske Unije koja koristi evro kao svoju zakonsku valutu u skladu sa propisima Evropske Unije koji se odnose na Ekonomsku i monetarnu uniju.

"**Strana**" označava stranu ovog Ugovora.

"**Projekat**" označava uklanjanje postojećeg starog mosta i projektovanje i izgradnju novog vrednog mosta sa čeličnim lukom na mestu postojećeg preko reke Save u Beogradu.

"**Javna imovina**" označava celokupnu ili bilo koji deo sadašnje ili buduće imovine, prihoda i međunarodnih monetarnih rezervi (uključujući zlato, specijalna prava vučenja i strane valute) Zajmoprimca i njegovih institucija, uključujući i NBS i njegove sledbenike.

"**Datum kotacije**" označava, u smislu bilo kog perioda za koji se utvrđuje kamatna stopa, dva (2) TARGET dana pre prvog dana tog perioda osim ako se tržišna praksa na Relevantnom tržištu ne razlikuje, u kom slučaju će Datum kotacije utvrditi Agent u skladu sa tržišnom praksom Relevantnog tržišta (i ako se kotacije obično daju tokom više od jednog dana, Datum kotacije će biti poslednji od tih dana).

"**Povezani fond**" u smislu fonda (u daljem tekstu "**prvi fond**"), označava fond kojim upravlja ili kome savetodavne usluge daje isti investicioni menadžer ili investicioni savetnik kao prvom fondu, ili, ukoliko njime upravlja drugi investicioni menadžer ili investicioni savetnik, fond čiji je investicioni menadžer ili investicioni savetnik Podružnica investicionog menadžera ili investicionog savetnika prvog fonda.

"**Relevantno 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.

"**Datum otplate**" označava:

- (a) Prvi datum otplate;
- (b) svaki datum koji pada u intervalu od šest meseci nakon Prvog datuma otplate ali isključujući Konačni datum dospeća; i
- (c) Konačni datum dospeća.

"Tvrđnje koje se ponavljaju" označavaju svaku tvrdnju definisanu u Klauzuli 18.1 (*Status*) -18.27 (*Rezerve*).

"Supstitutivna stopa" označava osnovnu stopu koja je:

- (a) zvanično koncipirana, nominovana ili preporučena kao supstitutivna stopa za Kotiranu stopu od strane:
 - (i) administratora Kotirane stope (pod uslovom da je tržišna i ekonomska situacija koju ta osnovna stopa meri ista kao i ona koja se meri Kotiranom stopom); ili
 - (ii) bilo kog Relevantnog regulatornog tela,
 - (iii) i ukoliko su zamene u relevantno vreme, zvanično koncipirane, nominovane ili preporučene za oba navedena stava, "Supstitutivna stopa" će biti zamena prema gore navedenom stavu (ii);
- (b) po mišljenju Većinskih zajmodavaca i Zajmoprimca, opšte prihvaćena na međunarodnim i relevantnim domaćim sindikovanim kreditnim tržištima kao adekvatna zamena Kotirane stope; ili;
- (c) po mišljenju Većinskih zajmodavaca i Zajmoprimca, adekvatna zamena Kotirane stope.

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

"Rezerve" države označavaju zvanične spoljne rezerve te države, koje se poseduju, drže, administriraju i kontrolišu od strane bilo koga i u bilo kojoj formi (uključujući i one koje država ne poseduje niti drži niti njima upravlja niti kontroliše, već koje se uobičajeno smatraju kao zvanične spoljne rezerve).

"Teritorija pod sankcijama" označava državu, region ili teritoriju koja podleže Sankcijama u okviru zemlje, regiona ili teritorije i čija vlada je pod Sankcijama što u velikoj meri zabranjuje poslovanje sa takvom zemljom.

"Sankcije" označavaju zakone, propise, trgovinski embargo ili druge restriktivne mere o ekonomskim ili finansijskim sankcijama koje su donete, usvojene, sprovedene i/ili realizovane s vremena na vreme od strane (i uključujući preko bilo kod nadležnog Organa za sankcije):

- (a) Ujedinjenih nacija (uključujući radi izbegavanja svake sumnje i Savet bezbednosti Ujedinjenih nacija);
- (b) Evropske unije ili države članice Evropske unije;
- (c) vlade Sjedinjenih američkih država; i
- (d) vlade Ujedinjenog kraljevstva.

"Organ za sankcije" označava bilo koju agenciju ili lice koje je propisno imenovano, opunomoćeno ili ovlašćeno da donese, upravlja, sprovede i/ili realizuje Sankcije uključujući (bez ograničenja):

- (a) OFAC;
- (b) Ministarstvo spoljnih poslova ili Ministarstvo trgovine Sjedinjenih američkih država; i
- (c) Trezor Ujedinjenog kraljevstva.

"Događaj koji inicira sankcije" označava događaj kada Relevantna strana postaje Lice pod sankcijama.

"Lista sankcija" označava bilo koju listu definisanih ciljeva koja se odnose na sankcije pri Organu zaduženom za sankcije.

"Relevantna strana pod sankcijama" označava:

- (a) Zajmoprimca;
- (b) MGSI;
- (c) Naručioca/Investitora;
- (d) Izvođača; i
- (e) bilo koju drugu strana definisanu kao takvu od strane Agenta i Zajmoprimca.

"Sankcionisano lice" označava lice:

- (a) koje je navedeno na Listi sankcija, ili je u direktnom ili indirektnom vlasništvu, ili je na drugi način pod kontrolom, u smislu obima relevantnih Sankcija, jednog ili više lica navedenih na Listi sankcija;
- (b) koje se nalazi ili je rezident ili je uključeno ili organizovano u skladu sa zakonima Teritorije pod sankcijama; ili
- (c) koje na drugi način podleže Sankcijama.

"Kotirana stopa" označava evro međubankarsku stopu kojom upravlja Evropski institut za tržište novca (ili bilo koje drugo lice koje preuzme upravljanje tom stopom) za relevantni period, koja je prikazana (pre bilo kakve korekcije, rekalkulacije ili ponovne publikacije od strane administratora) na stranici EURIBOR01 Thomson Reuters-a (ili bilo kojoj zameni za stranicu Thomson Reuters koja prikazuje tu stopu) ili na odgovarajućoj strani takvih drugih informativnih servisa koji povremeno objavljuju tu stopu umesto Thomson 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

- (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,
 - (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
 - (v) supervizor administratora Kotirane stope javno objavljuje ili obaveštava:
 - (A) da Kotirana stopa više nije, ili da od određenog datuma više neće biti relevantna za dato tržište ili ekonomsku relevantnost koju je predviđena da meri, te da više neće biti ponovno uspostavljena (kao što je utvrdio taj supervizor); i
 - (B) svesni da će takva objava ili publikovanje pokrenuti određene okidače koji se odnose na *fallback* odredbe u ugovoru koji se mogu aktivirati bilo kojom takvom najavom ili objavom o prestanku rada;
- (c) administrator Kotirane stope utvrđuje da bi Kotirana stopa trebalo da se obračuna u skladu sa 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 tokom perioda koji nije kraći od 10 Radnih dana; ili
- (d) prema mišljenju Većinskih zajmodavaca i Zajmoprimca, Kotirana stopa više nije prikladna za potrebe obračuna kamate prema ovom Ugovoru.

"Obezbeđenje" označava hipoteku, teret, zalogu, plenidbu ili drugu vrstu obezbeđenja kojim se obezbeđuju obaveze lica ili drugi ugovori ili aranžmani koji imaju sličan efekat.

"Sinasure" označava kinesku agenciju za osiguranje izvoza i kredita, u državnom vlasništvu, sa sedištem na adresi: No. 11 Fenghuiyuan, Xicheng District, Peking, Kina.

"Polisa Sinasure" označava polisu osiguranja izvoznih kredita koju je izdala ili će izdati Sinasure u korist Zajmodavaca koja je prihvatljiva za Agentu (koji postupa po uputstvima svih Zajmodavaca) i koja osigurava od određenih političkih i komercijalnih rizika u vezi sa Kreditnim aranžmanom i obezbeđuje pokrivenost najmanje devedeset i pet procenata (95%) ukupne glavnice i kamate Kreditnog aranžmana.

"Događaj koji se odnosi na polisu Sinasure" označava svaki od sledećih događaja ili okolnosti:

- (a) nezakonito je ili postaje nezakonito da Sinasure izvršava bilo koju od svojih obaveza prema polisi ili da Strana finansiranja ima korist od polise Sinasure;
- (b) bilo koja obaveza Sinasure koja proizlazi iz polise nije ili prestaje da bude zakonska, važeća, obavezujuća ili primenljiva ili polisa Sinasure nije ili prestaje da bude pravosnažna i važeća;
- (c) Sinasure izbegava, ukida, odbacuje, suspenduje, poništava ili ukida celu polisu ili njen deo ili pokazuje nameru ili intenciju da izbegne, poništi, odbaci, suspenduje ili ukine celu polisu ili njen deo;
- (d) Sinasure prestaje da bude statutarna finansijska institucija orijentisana na polise pod direktnom nadležnošću Kineskog državnog saveta ili da bude kompanija u potpunom vlasništvu vlade Kine, ili Ministarstvo finansija Kine prestaje da podržava likvidnost Sinasure; ili
- (e) bilo koji događaj ili okolnost do kojih dođe u bilo kojoj relevantnoj jurisdikciji koji imaju značajan negativan uticaj na bilo koje plaćanje ili obeštećenje koje izvršava Sinasure u skladu sa svojom Polisom.

"Premija Sinosure" označava punu premiju koju Zajmoprimac plaća Sinosure u skladu sa polisom i internim propisima Sinosure, kako je Agent obavestio Zajmoprimca.

"Regulativa Sinosure" označava sve zakone koji se odnose na Sinosure, uključujući i podzakonska akta za njihovu primenu, opšte uslove i odredbe koje izdaje Sinosure i bilo koje druge specifične uslove koje Sinosure objavljuje.

"Utvrđeno vreme" označava dan ili vreme utvrđeno u skladu sa Prilogom 7 (*Rokovi*).

"Podružnica" označava kompaniju ili korporaciju:

- (a) koju kontroliše, direktno ili indirektno, kompanija ili korporacija ili vladina agencija ("**holding korporacija**");
- (b) više od polovine emitovanog kapitala poseduje, direktno ili indirektno holding korporacija; ili
- (c) koja je Podružnica druge Podružnice holding korporacije.

"Prateća dokumentacija", u smislu Potvrde izvođača, označava:

- (a) fakturu ili profakturu koju je Izvođač izdao Naručiocu/Investitoru za potrebe dobijanja 'Potvrda o plaćanju' u skladu sa Ugovorom o projektovanju i izgradnji i kako je njime definisano;
- (b) kopiju relevantnih 'Potvrda o plaćanju' (u skladu sa Ugovorom o projektovanju i izgradnji i kako je njime definisano) koju je Naručilac/Investitor izdao Izvođaču,

a u svakom slučaju u vezi sa iznosima koji se traže u skladu sa relevantnim Zahtevom za korišćenje sredstava.

"Potvrda o primopredaji" ima značenje dato tom terminu u Ugovoru o projektovanju i izgradnji na dan ovog Ugovora.

"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 bilo koji dan kada je TARGET2 otvoren za poravnanja plaćanja u evrima.

"Porez" označava porez, dažbine, uvozne carine, carine ili druge namete ili odbitke slične prirode (uključujući kazne ili kamate u vezi sa neplaćanjem ili kašnjenjem bilo kojeg od navedenog).

"Poreski odbitak" označava odbitak ili obustavljanje za ili na račun Poreza od plaćanja po osnovu Dokumenta o finansiranju, osim FATCA odbitka.

"Ukupna angažovana sredstva" označavaju ukupna Angažovana sredstva u iznosu od EUR 79.916.833,43 na datum ovog Ugovora.

"Dokumenta o transakciji" označavaju Dokumenta o finansiranju i Ugovor o projektovanju i izgradnji.

"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.

"Neplaćeni iznos" označava bilo koju sumu koja je dospela i plativa ali nije i plaćena od strane Zajmoprimca po osnovu Dokumentata o finansiranju.

"SAD" označava Sjedinjene američke države.

"Korišćenje sredstava" označava korišćenje sredstava Kreditnog aranžmana.

"Datum korišćenja" označava datum Korišćenja sredstava, što je datum na koji se Kredit obezbeđuje.

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

"PDV" označava:

- (a) porez na dodatu vrednost onako kako je definisano u Zakonu o porezu na dodatu vrednost, „Službeni glasnik Republike Srbije“ br. 84/2004, 86/2004, 61/2005, 61/2007, 93/2012, 108/2013, 6/2014, 68/2014, 142/2014, 5/2015, 83/2015, 5/2016, 108/2016, 7/2017, 113/2017, 13/2018, 30/2018, 4/2019 72/2019, 8/2020 i 153/2020;
- (b) sve poreze nametnute u skladu sa Direktivom Saveta od 28. novembra 2006. godine o zajedničkom sistemu poreza na dodatu vrednost (EC Direktiva 2006/112); i
- (c) bilo koji drugi porez slične prirode, bez obzira da li je nametnut u državama članicama Evropske Unije kao zamena za ili kao dodatak na poreze gore navedene u stavu (b) ili nametnut drugde.

"Svetska banka" označava Grupu Svetska banka, uključujući Međunarodnu banku za obnovu i razvoj, Međunarodno udruženje za razvoj (IDA), Međunarodnu finansijsku korporaciju (IFC) i Multilateralnu agenciju za garantovanje investicija (MIGA).

1.2 Tumačenje

- (a) Osim ako je suprotno navedeno, svako upućivanje u ovom Ugovoru na:
- (i) "**Agent**", "**Aranžera**", "**Zajmoprimca**" bilo koju "**Stranu kreditnog aranžmana**", bilo kog "**Zajmodavca**", "**Sinosure**" ili bilo koju "**Stranu**" tumačiće se tako da uključuje njihove pravne sledbenike, dozvoljena ustupanja i ovlašćena lica kojima se ustupaju prava i/ili obaveze u skladu sa Dokumentima o finansiranju ili ukoliko je primenjivo, Regulative Sinosure;
 - (ii) "**agenciju**" tumačiće se tako da uključuje sve državne, međudržavne ili nadnacionalne agencije, upravu, organe, centralnu banku, komisije, ministarstva, organizacije, državna preduzeća ili sud (uključujući svaku političku podelu, nadnacionalnu, nacionalnu, regionalnu ili lokalnu vlast, kao i administrativne, fiskalne, pravosudne, regulatorne ili samo-regulatorne organe ili lica);
 - (iii) dokument u "**dogovorenom formatu**" podrazumeva dokument oko koga su se Zajmoprimac i Agent prethodno saglasili u pisanoj formi, ili, ukoliko se nisu saglasili, dokument u formi koju je Agent definisao;
 - (iv) "**imovina**" uključuje sadašnju i buduću imovinu, prihode i prava svih vrsta;
 - (v) "**Dokument o finansiranju**" ili bilo koji drugi sporazum ili instrument je upućivanje na taj Dokument o finansiranju ili drugi sporazum ili instrument, koji je izmenjen, dopunjen, preformulisano ili zamenjen ili koji sadrži proširenja ili izmene;
 - (vi) "**grupa Zajmodavaca**" obuhvata sve Zajmodavce;
 - (vii) "**garancija**" označava svaku garanciju, akreditiv, obveznice, refundaciju ili bilo koje drugo osiguranje od gubitka ili svaku obavezu, direktnu ili indirektnu, stvarnu ili uslovnu, za kupovinu ili preuzimanje duga bilo kog lica ili ulaganja ili davanja kredita ili kupovinu imovine bilo kog lica, pri čemu, u svakom slučaju se te obaveze preuzimaju kako bi se održala ili podržala sposobnost tog lica da ispuni svoje obaveze po zaduženju;
 - (viii) "**zaduženost**" obuhvata obaveze (bilo kao glavnica ili jemstvo) plaćanja ili otplate novca, bilo sadašnje ili buduće, stvarne ili uslovne;
 - (ix) "**lice**" označava svakog pojedinca, firmu, kompaniju, društvo sa ograničenom odgovornošću, zajedničko ulaganje,

akcionarsko društvo, udruženje, trust ili drugo lice, korporaciju, vladu, ministarstvo, institucije, državu ili agenciju države ili udruženje, trust, zajedničko ulaganje, konzorcijum, partnerstvo ili druga tela ili njihove delove ili druge organe (bez obzira da li su odvojena pravna lica);

- (x) "**propis**" obuhvata svaki propis, pravilo, zvaničnu direktivu, zahtev ili smernicu (bez obzira da li ima snagu zakona) bilo koje agencije;
 - (xi) upućivanje na tu odredbu sa izmenama i dopunama ili ponovnim usvajanjem;
 - (xii) vreme u danu se odnosi na vreme u Parizu.
- (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) 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 se od njega nije odustalo.

1.3 Valutni simboli i definicije

"€", "EUR" i "evro" označava jedinstvenu valutu Zemalja članica koje učestvuju.

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 tačkom (c) ispod i odrebama Prava trećih strana, SinSURE se može pozivati na Klauzulu 17.1 (*Troškovi transakcije*),
- (c) U skladu sa Klauzulom 34.3 (*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.

2. STUPANJE NA SNAGU

2.1 Datum stupanja na snagu

- (a) Ovaj Ugovor stupa na snagu dana kada Agent obavesti Zajmoprimca da je u Službenom glasniku Republike Srbije objavljen zakon o potvrđivanju ovog Ugovora od strane Narodne skupštine Republike Srbije, u formi i sadržini koji zadovoljavaju Agentu (postupajući po uputstvima svih Zajmodavaca).
- (b) Agent će odmah pismenim putem obavestiti Zajmoprimca i Zajmodavce da su uslovi ispunjeni na zadovoljavajući način.
- (c) Da bi se izbegle sumnje, pre datuma Stupanja na snagu, Kreditna sredstva nisu stavljena na raspolaganje i s tim u vezi Zajmodavac nije preuzeo obaveze i nijedna Strana kreditnog aranžmana se ne obavezuje da će odobriti bilo koji Zahtev za korišćenje sredstava niti da će Sredstva staviti na raspolaganje.
- (d) Ne dovodeći u pitanje gore navedeni stav (a), odredbe Klauzule 35 (*Poverljive informacije*), Klauzula 40 (*Merodavno pravo*) i Klauzule 42 (*Jurisdikcija*) (uključujući i tu Klauzulu) stupaju na snagu na datum ovog Ugovora.

2.2 Krajnji rok

Ako datum stupanja na snagu nije nastupio do 31. januar 2022. godine (ili bilo kog kasnijeg datuma o kome je Agent, postupajući po uputstvima svih Zajmodavaca, obavestio Zajmoprimca), ovaj Ugovor neće stupiti na snagu i nijedna Strana neće imati nikakva prava niti obaveze prema ovom Ugovoru, osim do mere predviđene u paragrafu (d) Klauzule 2.1 (*Datum stupanja na snagu*).

ODELJAK 2 KREDITNI ARANŽMAN

3. KREDITNI ARANŽMAN

3.1 Kreditni aranžman

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

3.2 Prava i obaveze Strana kreditnog aranžmana

- (a) Obaveze svake Strane kreditnog aranžmana po osnovu Dokumentata o finansiranju su solidarne. 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 Klauzulom 3.2 (c). Pravo svake Strane kreditnog aranžmana uključuje sva dugovanja prema toj Strani kreditnog aranžmana prema Finansijskim dokumentima 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 Finansijskom dokumentu (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.

3.3 Prvenstvo Sinosure

- (a) Bez obzira na eventualne drugačije odredbe ovog Ugovora, ništa u ovom Ugovoru ne obavezuje bilo koju Stranu kreditnog aranžmana da deluje (ili ne deluje) na način koji nije u skladu sa bilo kojim zahtevom Sinosure koji se odnosi na Kreditni aranžman a u vezi sa Polisom Sinosure i svaka Strana finansijskog aranžmana:
 - (i) biće posebno ovlašćena da preduzme sve takve radnje koje smatra neophodnim kako bi se osiguralo da su svi zahtevi Sinosure a u skladu sa Polisom Sinosure ili u vezi sa njom ispunjeni u smislu Kreditnog aranžmana; i

- (ii) neće biti u obavezi da učini bilo šta u vezi sa Kreditnim aranžmanom, ukoliko bi, po njenom mišljenju, postupajući razumno, to moglo dovesti do kršenja bilo kojih zahteva Sinasure u okviru ili u vezi za Polisom Sinasure ili uticati na validnost Polise Sinasure.
- (b) Zajmoprimac je saglasan i potvrđuje da:
- (i) Polisa Sinasure predstavlja poseban aranžman između Sinasure i Zajmodavaca i Zajmoprimac neće imati nikakva prava niti pravo žalbe protiv Zajmodavaca u pogledu bilo kog plaćanja ili nastalih iz razloga bilo kog plaćanja koje je Sinasure izvršila prema bilo kojoj Strani kreditnog aranžmana u skladu sa Polisom Sinasure;
 - (ii) Strane kreditnog aranžmana mogu delovati po instrukcijama Organa u vezi sa ovim Ugovorom;
 - (iii) Strana kreditnog aranžmana neće postupati niti će donositi bilo kakvu odluku nerazumno, ukoliko je takvo postupanje ili takva odluka izvršena u skladu sa Polisom Sinasure ili bilo kojim uputstvima dobijenim od strane Sinasure. Svaka Strana saglasna je da neće smatrati nijednu Stranu kreditnog aranžmana odgovornom za poštovanje takvih instrukcija;
 - (iv) neće imati nikakva potraživanja u pogledu bilo kakvog gubitka, štete ili troška koji je pretrpljen ili nastao od strane bilo koje Strane kreditnog aranžmana kao rezultat činjenice da ta Strana kreditnog aranžmana deluje po instrukcijama Sinasure u vezi sa ovim Ugovorom, osim u meri u kojoj je takav gubitak, šteta ili trošak nastao usled grubog nemara ili zlonamernog ponašanja relevantne Strane kreditnog aranžmana; i
 - (v) Agent ima obavezu kao agent nosioca Polise Sinasure koju Agent ne bi imao (ili u vezi sa kojima ne bi imao nikakvu odgovornost) da nije postao agent nosioca Polise Sinasure. Shodno tome, Zajmoprimac je saglasan da obešteti Agentu za bilo koji trošak, gubitak ili odgovornost nastalu od strane Agentu kao agenta nosioca Polise Sinasure i za bilo koji trošak, gubitak ili odgovornost za koje Agent može biti odgovoran prema Sinasure u pogledu Polise, osim u meri u kojoj su takvi troškovi, gubitak ili odgovornost nastali usled grubog nemara ili zlonamernog ponašanja Agentu.
- (c) Ništa u ovoj klauzuli neće uticati na obaveze Zajmoprimca prema ovom Ugovoru.

3.4 Zajmoprimac i Ugovor o projektovanju i izgradnji

- (a) Obaveze Zajmoprimca (uključujući, ali ne ograničavajući se, na obaveze plaćanja) iz ovog Ugovora su bezuslovne i neopozive i shodno tome:
- (i) nisu podložne ili zavisne od izvršenja ili ispunjenja obaveza definisanih Ugovorom o projektovanju i izgradnji od strane MGSI, Naručioca/Investitora, Izvođača ili drugih lica; niti
 - (ii) na njih ne utiče niti su ispunjene bilo čime što utiče na Ugovor o projektovanju i izgradnji ili Izvođača, uključujući:
 - (A) bilo koji spor koji proistekne iz Ugovora o projektovanju i izgradnji niti bilo koji spor koji Zajmoprimac, MGSI, Naručilac/Investitor, Izvođač, ili bilo koje drugo lice mogu imati protiv ili smatrati da imaju protiv bilo kog lica u skladu sa Ugovorom o projektovanju i izgradnji;
 - (B) činjenicu da celokupna suma ili njen deo koja se traži u skladu sa Zahtevom za korišćenje sredstava nije ili nije bila plativa Izvođaču;
 - (C) nesolventnost ili likvidaciju Izvođača;
 - (D) bilo koju radnju ili odsustvo radnje (bilo da je usled grubog nemara ili zlonamernog ponašanja) Izvođača ili bilo kog drugog lica (ili bilo kog njegovog agenta, izvođača, pomoćnika ili zaposlenog);
 - (E) činjenicu da se Kredit povlači i koristi u skladu sa Zahtevom za korišćenje sredstava za koji se dokaže da je na bilo koji način netačan;
 - (F) Izvođač je predmet pripajanja, razdvajanja, spajanja ili restrukturiranja;
 - (G) bilo kakvu neizvršivost, nezakonitost ili nevaljanost bilo koje obaveze bilo kog lica prema Ugovoru o projektovanju i izgradnji ili bilo kog dokumenta ili sporazuma koji se odnosi na Ugovor o projektovanju i izgradnji; ili
 - (H) kršenje, nemogućnost izvršenja ugovora ili neipunjenje bilo koje odredbe Ugovora o projektovanju i izgradnji ili bilo kog dokumenta ili sporazuma koji se na njega odnosi ili uništenje, nezavršetak ili nefunkcionisanje Projekta.
- (b) Zajmoprimac potvrđuje da prethodno navedeno predstavlja suštinski uslov za sklapanje ovog Ugovora za svakog Zajmodavca i, shodno

tome, stavljanjem na raspolaganje celokupnog iznosa Angažovanih sredstava (u skladu sa odredbama i uslovima ovog Ugovora) svaki Zajmodavac ispunjava svoje obaveze u smislu finansiranja prema ovom Ugovoru.

- (c) Ne dovodeći u pitanje suštinu Klausule 3.4(a), Zajmoprimac je saglasan da:
- (i) neće tvrditi da je oslobođen izvršenja bilo koje svoje obaveze prema ovom Ugovoru zbog bilo kakvog neuspeha, kašnjenja ili neispunjenja obaveza od strane Izvođača u toku izvršenja njegovih obaveza prema Ugovoru o projektovanju i izgradnji; i
 - (ii) njegova obaveza plaćanja prema ovom Ugovoru biće nezavisna i neće biti predmet bilo kakvog prava poravnjenja niti protivtužbe koja proističe iz bilo kog spora koji se odnosi ili je u vezi sa isporukom robe i usluga prema Ugovoru o projektovanju i izgradnji.

4. SVRHA

4.1 Svrha

- (a) Zajmoprimac će sve iznose pozajmljene u okviru Kreditnog aranžmana koristiti za finansiranje do 85% Ugovorne cene.
- (b) Nijedan iznos koji je Zajmoprimac pozajmio u okviru Kreditnog aranžmana neće se koristiti za finansiranje ili refundiranje Zajmoprimca za bilo koji deo bilo kog Učešća.

4.2 Nadzor

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

5. USLOVI KORIŠĆENJA

5.1 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*) u formi i sadržini koji su zadovoljavajući za Agentu. Agent će obavestiti Zajmoprimca i Zajmodavce odmah nakon što je uslov ispunjen.
- (b) Osim u onoj meri u kojoj bilo koji Zajmodavac obavesti drugačije Agentu pisanim putem pre nego što Agent dostavi obaveštenje dato u Klausuli 5.1 (a), 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.

- (c) Preduslovi propisani u Prilogu 2 (*Preduslovi*) su u korist Agenta i Zajmodavaca i Agenta (kada postupa po instrukcijama većine Zajmodavaca) može se odreći bilo koje ili svih preduslova u celosti ili delimično i da odluči kada i da li su svaki od tih preduslova ispunjeni na zadovoljavajući način.

5.2 **Dodatni preduslovi**

Zajmodavci će biti u obavezi da postupaju u skladu sa Klauzulom 6.5 (*Učešće zajmodavaca*) 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) ako nema Eksterne finansijske zaduženosti dospele i neplaćene;
- (d) nije nastupio Događaj predviđen Polisom Sinasure niti će proisteći iz predloženog Kredita;
- (e) Agent nije primio obaveštenje od Sinasure kojim se traži da se obustave ili prekinu dalju isplatu u skladu sa ovim Ugovorom (osim ako takvo obaveštenje nije povukla Sinasure);
- (f) ako je Zajmoprimac obezbedio primerke svih relevantnih Ovlašćenja koja se odnose na predloženi Kredit, uključujući ali ne ograničavajući se na dokaz o uključivanju predloženog Kredita u relevantni zakon o godišnjem budžetu Republike Srbije;
- (g) Agent je uveren:
 - (i) da je Polisa Sinasure pravosnažna i važeća i da nije suspendovana, poništena, raskinuta ili otkazana;
 - (ii) da je pokriće kreditnog osiguranja u skladu sa Polisom Sinasure izdato tako da pokriva komercijalne i političke rizike koji pokrivaju 95% predloženog Kredita i kamate na kredit tokom perioda u kojem je relevantni Kredit neotplaćen; i
 - (iii) da su svi uslovi Polise Sinasure i relevantnog pokrića kreditnog osiguranja ispunjeni;
- (h) Agent je primio dokumenta, dokaze i potvrde, koje Sinasure može da traži a koji se odnose na Zajmoprimca ili su u vezi sa Dokumentima o transakcijama ili bilo koji drugi dokument koji se odnosi na Sinasure;
- (i) od Zajmodavaca se ne traži, u skladu sa Polisom Sinasure, da suspenduje ili otkáže davanje Kredita;

- (j) nema izdatih obaveštenja o obaveznoj prevremenoj otplati od strane Agenta u skladu sa Klauzulom 8 (*Prevremena otplata i Otkazivanje*);
- (k) ako nije postojao nikakav događaj ili okolnost koja prema mišljenju Većinskih zajmodavaca predstavlja ili može predstavljati značajnu negativnu promenu u Republici Srbiji ili njenih međunarodnih finansijskih, ekonomskih, političkih ili društvenih uslova, uključujući slabiji rejting Republike Srbije od strane međunarodnih agencija za rejting rizika i/ili pogoršanje finansijskog sektora Republike Srbije, rat, građanski rat, revoluciju, ustanak, teroristički napad i/ili sabotažu, strožije valutne kontrole ili moratorijum na plaćanje dugova ili promenu zakona ili propisa ili političkih, ekonomskih, finansijskih, trgovinskih, pravnih i fiskalnih okolnosti u Republici Srbiji usled kojih bi bilo po mišljenju Većinskih zajmodavaca nepreporučljivo nastaviti sa Korišćenjem sredstava; i
- (l) Agent je zadovoljan potvrdama navedenim u svakom Zahtevu za korišćenje i priloženim dokumentima, uključujući, ali ne ograničavajući se na potvrdu Izvođača u Potvrdi izvođača da je plaćen (osim od prihoda od bilo kog korišćenja sredstava kredita) iznos koji nije manji od avansa u odnosu na puni iznos koji se plaća Izvođaču u okviru Ugovora o projektovanju i izgradnji u vezi sa kojim je bilo koje povlačenje kredita dat ili treba da bude dat na ili pre predloženog Datuma korišćenja

ODELJAK 3 KORIŠĆENJE SREDSTAVA

6. KORISĆENJE SREDSTAVA

6.1 Dostavljanje Zahteva za korišćenje sredstava

Zajmoprimac može koristiti Kreditni aranžman dostavljanjem Agentu ispravno popunjenog Zahteva za korišćenje sredstava uz koji je priložen ispravno popunjena Potvrda izvođača potpisana od strane Ovlašćenog potpisnika Izvođača najkasnije do Utvrđenog vremena.

6.2 Popunjavanje Zahteva za korišćenje sredstava

- (a) Svaki Zahtev za korišćenje sredstava je neopoziv i neće se smatrati da je valjano popunjen osim:
 - (i) ako je predloženi Datum korišćenja sredstava Radni dan u okviru Perioda raspoloživosti;
 - (ii) ako su valuta i iznos Korišćenja sredstava u skladu sa Klauzulom 6.4 (*Valuta i iznos*);
 - (iii) ako se predviđa da se sredstva predloženog Korišćenja sredstava uplate na Račun izvođača;
 - (iv) ako je praćeno propisno popunjenom Potvrdom izvođača koju je potpisao Ovlašćeni potpisnik izvođača, uključujući Prateću dokumentaciju i sve druge priloge (ukoliko ih ima) koji se u njima navode, a u svakom slučaju u formi i sadržine koji su zadovoljavajući za Agenta; i
 - (v) ako je potpisan od strane Ovlašćenog potpisnika Zajmoprimca.
- (b) Zajmoprimac će Agentu dostaviti sva dodatna dokumenta ili druge dokaze koje Zajmoprimac može razumno tražiti i koji su u vezi sa predloženim Korišćenjem sredstava i Potvrdom izvođača ili Pratećom dokumentacijom vezanom za to predloženo Korišćenje sredstava.
- (c) Samo jedan kredit se može tražiti u svakom Zahtevu za korišćenje sredstava.

6.3 Ograničenja korišćenja kreditnih sredstava

Osim ako se Agent ne saglasi drugačije u pisanoj formi (postupajući po uputstvima Većinskih zajmodavaca) ne može se podneti više od jednog Zahteva za korišćenje sredstava tokom jednog meseca.

6.4 Valuta i iznos

- (a) Valuta navedena u Zahtevu za korišćenje sredstava mora biti evro.

- (b) Iznos predloženog kredita mora biti iznos koji ne premašuje Raspoloživa kreditna sredstva i ne iznosi manje od 1.000.000 evra ili, ukoliko je iznos manji, onda mora biti jednak Raspoloživim kreditnim sredstvima.

6.5 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.

6.6 Otkazivanje Angažovanih sredstava

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

ODELJAK 4

OTPLATA, PREVREMENA OTPLATA I OTKAZIVANJE

7. OTPLATA

7.1 Otplata Kredita

- (a) Zajmoprimac će Kredit otplatiti u 14 jednakih rata tako što će svakog Datuma otplate plaćati iznos koji smanjuje sumu neotplaćenog Kredita za 1/14 Kredita koji je Zajmoprimac pozajmio do zatvaranja poslovanja u Parizu poslednjeg dana Perioda raspoloživosti.
- (b) Rate navedene u stavu (a) biće plaćene kao što sledi:
 - (i) prva takva rata dospeva i biće plativa na Datum prve otplate; i
 - (ii) Zajmoprimac će nastaviti da otplaćuje ostale rate svakog sledećeg Datuma otplate sve dok se ne otplati celokupan neisplaćeni iznos Kredita.
- (c) Zajmoprimac će otplatiti sve neotplaćene iznose do Konačnog datuma dospeća.

7.2 Ponovno pozajmljivanje

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

7.3 Apsolutna obaveza otplate kredita

Zajmoprimac potvrđuje da će biti u obavezi da otplati svaki Kredit u potpunosti u skladu sa uslovima ovog Ugovora, bez obzira na to što će prihodi od tog Kredita biti isplaćeni direktno Izvođaču.

8. PREVREMENA OTPLATA I OTKAZIVANJE

8.1 Nezakonitost

Ako za Zajmodavca postane nezakonito da u bilo kojoj primenjivoj jurisdikciji izvrši neku od svojih obaveza kako je propisano ovim Ugovorom ili da finansira ili održava svoje učešće u Kreditu, ili postane nezakonito za bilo koju Podružnicu Zajmodavca da to učini:

- (a) taj Zajmodavac će odmah nakon što postane upoznat sa takvim događajem o tome obavestiti Agentu (koji će odmah obavestiti Zajmoprimca);
- (b) Raspoloživa angažovana sredstva tog Zajmodavca će biti otkazana odmah nakon što Agent o tome obavesti Zajmoprimca; i
- (c) U meri u kojoj učešće Zajmodavca nije preneto u skladu sa stavom (d) Klauzule 8.6(d) (*Pravo zamene ili prevremena otplata i otkazivanje u vezi sa jedinstvenim Zajmodavcem*), Zajmoprimac će isplatiti učešće

tog Zajmodavca u Kreditu poslednjeg dana Kamatnog perioda za svaki Kredit koji dospeva nakon što Agent o tome obavesti Zajmoprimca (a da nije ranije od poslednjeg dana zakonom primenjivog grejs perioda) i odgovarajuća Angažovana sredstva Zajmodavca će biti odmah otkazana u iznosu isplaćenog učešća.

8.2 Materijalne izmene Ugovora o projektovanju i izgradnji

Ukoliko dođe do Materijalnih izmena Ugovora o projektovanju i izgradnji bez prethodnog odobrenja Agentu:

- (a) Zajmodavci neće imati obavezu da finansiraju Korišćenje sredstava; i
- (b) ako tako zahtevaju Većinski zajmodavci, i podložno dobijanju prethodne saglasnosti Sinasure, Agent će obavestivši Zajmoprimca ne manje od pet Radnih dana ranije, otkazati Ukupna angažovana sredstva i proglasiti sve neplaćene kredite odmah dospelim i plativim zajedno sa kamatom i svim drugim dospelim troškovima prema Dokumentima o finansiranju, nakon čega će Ukupna angažovana sredstva biti otkazana i ti neplaćeni iznosi postaju odmah dospeli i plativi.

8.3 Događaj koji se odnosi na Polisu Sinasure

Ukoliko se desi događaj koji se odnosi na Polisu Sinasure:

- (a) Agent će odmah nakon što postane upoznat sa takvim događajem o tome obavestiti Zajmoprimca i Zajmodavce;
- (b) Zajmodavac neće biti u obavezi da finansira Korišćenje sredstava; i
- (c) ukoliko Zajmodavac tako bude zahtevao, Agent će, uz obaveštavanje Zajmoprimca najmanje 20 Radnih dana ranije, otkazati Raspoloživa angažovana sredstva Zajmodavca i proglasiti učešće tog Zajmodavca u svim Kreditima, zajedno sa dospelom kamatom i svim drugim iznosima dospelim ili neizmirenim prema Dokumentima o finansiranju, nakon čega će Angažovana sredstva tog Zajmodavca odmah prestati da budu dostupna za dalje korišćenje i svi takvi Krediti, dospele kamate i drugi iznosi postaće odmah dospeli i plativi.

8.4 Dobrovoljno otkazivanje

- (a) Uz obavezu dobijanja prethodne saglasnosti Sinasure, Zajmoprimac može, ako Agentu da prethodno obaveštenje najmanje 30 Radnih dana ranije (ili kraći rok koji dogovore Većinski zajmodavci), da otkazu Raspoloživa kreditna sredstva u celini ili bilo koji deo (pri čemu je minimalni iznos 5.000.000 evra). Svako otkazivanje u skladu sa ovom Klauzulom 8.4 značajno će smanjiti Angažovana sredstva Zajmodavaca.
- (b) U skladu sa ovom Klauzulom ni jedno dobrovoljno otkazivanje celokupnog ili bilo kog dela Angažovanih sredstava Zajmodavaca neće

biti dozvoljeno pre kraja Perioda raspoloživosti, osim ako se prethodno ne dobije potvrda Agenta u pisanoj formi (za račun Zajmodavca).

8.5 Dobrovoljna prevremena otplata Kredita

- (a) Zajmoprimac može, ukoliko dostavi Agentu prethodno obaveštenje najmanje trideset Radnih dana ranije (ili nakon kraćeg perioda oko koga se saglase Većinski zajmodavci), prevremeno otplati celokupan ili bilo koji deo Kredita (ukoliko se prevremeno otplaćuje deo, to mora biti deo koji smanjuje iznos Kredita u minimalnom iznosu od 5.000.000 evra).
- (b) Kredit se može prevremeno otplatiti samo nakon poslednjeg dana Perioda raspoloživosti (ili ako je ranije, onda dana kada Raspoloživa sredstva iznose nula).
- (c) Svaka prevremena otplata prema Klauzuli 8.5 mora da ispuni obaveze Zajmoprimca u skladu sa Klauzulom 7.1 (*Otplata Kredita*) u obrnutom hronološkom redu.

8.6 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 13.2 (*Bruto porez*); ili
 - (ii) bilo koji Zajmodavac traži refundaciju od Zajmoprimca u skladu sa Klauzulom 13.3 (*Poreska refundacija*) ili Klauzulom 14.1 (*Povećani troškovi*),

Zajmoprimac može, dok okolnosti koje dovode do zahteva za to povećanje ili obeštećenje traju, i pod uslovom prethodnog odobrenja Sinasure, dati Agentu obaveštenje o otkazivanju Angažovanih sredstava tog Zajmodavca i svojim namerama da zameni učešće tog Zajmodavca u Kreditu ili obavesti Agenta o nameri da zameni tog Zajmodavca u skladu sa Klauzulom 8.6(d).

- (b) Po prijemu obaveštenja o otkazivanju iz Klauzule 8.6(a), Raspoloživa angažovana sredstva tog Zajmodavca biće odmah smanjena na nulu.
- (c) Poslednjeg dana svakog Kamatnog perioda koji se završava nakon što Zajmoprimac dostavi obaveštenje o otkazivanju iz Klauzule 8.6(a) (ili, ako je ranije, datum koji je Zajmoprimac naveo u tom obaveštenju), Zajmoprimac će otplatiti učešće tog Zajmodavca u tom Kreditu i odgovarajuća Angažovana sredstva tog Zajmodavca će biti odmah otkazana u iznosu otplaćenog učešća.
- (d) Ako:

- (i) se bilo koja od okolnosti definisana u Klauzuli 8.6(a) primenjuje na Zajmodavca; ili
- (ii) Zajmoprimac postaje obavezan da plati bilo koji iznos u skladu sa Klauzulom 8.1 (*Nezakonitost*),

Zajmoprimac može, uz prethodno dostavljanje obaveštenja ne manje od trideset Radnih dana ranije Agentu i tom Zajmodavcu i uz dobijanje prethodne saglasnosti Sinasure, zameniti tog Zajmodavca tako što će zahtevati od tog Zajmodavca (u meri u kojoj je zakonom dozvoljeno, Zajmodavac će) da prenese u skladu sa Klauzulom 23 (*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 i ako je prihvatljivo za Sinasure, čime se potvrđuje njegova spremnost da preuzme i preuzima sve obaveze Zajmodavca koji prenosi prava i obaveze u skladu sa Klauzulom 23 (*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 (ako Agent nije dao obaveštenje prema Klauzuli 23.9 (*Proporcionalno plaćanje kamate*)), Naknadi za prevremenu otplatu i drugim iznosima plativim a vezanim za učešće prema Dokumentima o finansiranju.

- (e) Na zamenu Zajmodavca u skladu sa Klauzulom 8.6(d), primenjivaće se sledeći uslovi:
 - (i) Zajmoprimac nema prava da zameni Agentu;
 - (ii) ni Agent ni Zajmodavac ne mogu imati bilo kakve obaveze po pitanju nalaženja zamene za Zajmodavca;
 - (iii) od zamenjenog Zajmodavca u skladu sa Klauzulom 8.6(d) ni u kom slučaju se ne može tražiti da plati niti da se odrekne bilo kojih naknada dobijenih od takvog Zajmodavca u skladu sa Dokumentima o finansiranju; i
 - (iv) Zajmoprimac će biti u obavezi da prenese svoja prava i obaveze u skladu sa Klauzulom 8.6(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 opisana u Klauzuli 8.6(e)(iv) čim bude razumno prihvatljivo nakon dostavljanja obaveštenja iz Klauzule 8.6(d) i obavestiće Agentu i Zajmoprimca kada bude sproveo sve navedene provere.

8.7 Ograničenja

- (a) Sva obaveštenja Zajmoprimca o otkazu ili prevremenoj otplati će prema ovoj Klauzuli 8 biti neopoziva i, osim ukoliko se u ovom Ugovoru ne pojavi suprotna naznaka, definišaće datum ili datume kada treba izvršiti relevantan otkaz ili prevremenu otplatu, kao i iznos tog otkaza ili prevremene otplate.
- (b) Svaka prevremena otplata po osnovu ovog Ugovora vršiće se zajedno sa obračunatom kamatom na prevremeno otplaćeni iznos i biće predmet Naknade za odstupanje od ugovorenih rokova, bez premije i penala.
- (c) Zajmoprimac ne može ponovo pozajmiti bilo koji deo Kreditnog aranžmana koji je prevremeno otplaćen.
- (d) Zajmodavac 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.
- (e) Nijedan iznos Ukupnih angažovanih sredstava otkazan u skladu sa ovim Ugovorom ne može biti kasnije ponovo stavljen na raspolaganje.
- (f) Ako Agent primi obaveštenje u skladu sa Klauzulom 8, odmah će primerak tog obaveštenja proslediti Zajmoprimcu ili Zajmodavcu, u zavisnosti od slučaja.
- (g) Ukoliko je celokupan ili bilo koji deo učešća Zajmodavca u Kreditu otplaćen ili prevremeno otplaćen, smatraće se da je iznos Angažovanih sredstava Zajmodavca (jednak iznosu učešća koji je otplaćen ili prevremeno plaćen) poništen na datum otplate ili prevremenog plaćanja.

8.8 Primena prevremene otplate

Svaka prevremena otplata Kredita u skladu sa Klauzulom 8.5 (*Dobrovoljna prevremena otplata Kredita*) primenjivaće se proporcionalno učešću svakog Zajmodavca u Kreditu.

ODELJAK 5

TROŠKOVI KORIŠĆENJA SREDSTAVA

9. KAMATA

9.1 Obračun kamate

Kamatna stopa na svaki Kredit za svaki Kamatni period predstavlja procentualnu stopu na godišnjem nivou koju zajedno čine:

- (a) Marža; i
- (b) EURIBOR

9.2 Plaćanje kamate

Zajmoprimac će plaćati dospelu kamatu za svaki Kredit poslednjeg dana svakog Kamatnog perioda.

9.3 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 Klauzulom 9.3(b), koja je jedan procenat (1,00%) na godišnjem nivou viša od stope koja bi se plaćala da je zakasneli iznos, tokom perioda neplaćanja, činio Kredit u valuti zakasnelog iznosa za sledeće Kamatne periode, u trajanju svakog od njih po odabiru Agenta (postupajući razumno). Na zahtev Agenta, Zajmoprimac će odmah izvršiti plaćanje kamate obračunate u skladu sa Klauzulom 9.3.
- (b) Ako se zakasneli 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 zakasneli iznos će imati trajanje jednak neisteklom delu tekućeg Kamatnog perioda koji se odnosi na taj Kredit; i
 - (ii) kamatna stopa koja se primenjuje na zakasneli iznos tokom tog prvog Kamatnog perioda će biti godišnje za jedan procenat (1,00%) viša od stope koja bi se primenjivala da zakasneli iznos nije dospeo.
- (c) Zatezna kamata (ako nije plaćena) koja nastaje po osnovu zakasnelog iznosa će se dodati na zakasneli iznos na kraju svakog Kamatnog perioda primenjivog na taj zakasneli iznos, ali će i dalje biti odmah dospela i plativa.

9.4 **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.

10. **KAMATNI PERIODI**

10.1 **Kamatni periodi**

Period tokom koga je svaki Kredit neizmiren biće podeljen na uzastopne Kamatne periode, od kojih će svaki (osim prvog Kamatnog perioda za taj Kredit, koji će početi na Datum korišćenja sredstava) započeti poslednjeg dana tog prethodnog perioda.

10.2 **Trajanje**

- (a) Poslednji dan Kamatnog perioda Kredita biće datum koji ranije nastupi:
 - (i) datum koji nastupi šest Meseci nakon prvog dana Kamatnog perioda;
 - (ii) poslednji dan Kamatnog perioda bilo kog drugog Kredita; i
 - (iii) prvi Datum otplate koji nastupi nakon prvog dana tog Kamatnog perioda.
- (b) Kamatni period Kredita ne može biti duži od Konačnog datuma dospeća.

10.3 **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).

10.4 **Konsolidacija kredita**

Ako se dva ili više Kamatnih perioda odnose na Kredite i padaju na isti dan, ti Krediti će se konsolidovati, i tretiraće se kao jedinstveni Kredit poslednjeg dana Kamatnog perioda.

11. **IZMENE U OBRAČUNU KAMATE**

11.1 **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) **Troškovi sredstava:** Ukoliko nije dostupna Kotirana stopa za EURIBOR za:

- (i) euro; ili
- (ii) Kamatni period Kredita i nije moguće obračunati Interpoliranu kamatnu stopu,

neće biti EURIBOR-a za taj Kredit, i tada će se primenjivati Klauzula 11.3 (*Troškovi sredstava*) na taj Kredit za taj Kamatni period.

11.2 Poremećaj na tržištu

Ukoliko pre završetka poslovanja u Londonu na Dan kotacije za relevantni Kamatni period Agent dobije obaveštenje od Zajmodavca ili Zajmodavaca (čije učešće u Kreditu prelazi 40% Kredita) da bi cena njegovog finansiranja učešća u Kreditu iz bilo kog izvora koji može razumno izabrati bila veća od EURIBOR-a, onda se primenjuje Klauzula 11.3 (*Troškovi sredstava*) na Kredit za taj Kamatni period.

11.3 Troškovi sredstava

(a) Ukoliko se ova Klauzula 11.3 primeni, kamatna stopa svakog udela Zajmodavca u relevantnom Kreditu za 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 najkasnije pet Radnih dana pre datuma dospeća kamate za plaćanje u vezi sa tim Kamatnim periodom, koja izražava troškove finansiranja učešća tog relevantnog Zajmodavca u Kreditu, nezvano od toga iz kog su izvora razumno izabrani, kao procentualnu godišnju stopu.

(b) Ukoliko se ova Klauzula 11.3 primeni i Agent ili Zajmodavac tako zahtevaju, Agent ili Zajmodavac će ući u pregovore (na period ne duži od trideset dana) u cilju dogovaranja supstitutivne osnove za određivanje kamatne stope.

(c) Bilo koja alternativna osnova dogovorena u skladu sa Klauzulom 11.3(b) biće, uz prethodnu saglasnost Zajmodavaca i Zajmoprimca, obavezujuća za sve Strane.

11.4 Obaveštenje Zajmoprimca

Ukoliko se Klauzula 11.3 (*Troškovi sredstava*) primenjuje, Agent će, čim to bude moguće, obavestiti Zajmoprimca.

11.5 **Naknada za odstupanje od ugovornih rokova**

- (a) Zajmoprimac će, u roku od tri Radna 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.

12. **NAKNADE I PREMIJA SINOSURE**

12.1 **Naknada za angažovana sredstva**

- (a) Zajmoprimac će platiti Agentu (za račun svakog Zajmodavca) naknadu u iznosu od 0,3 procenta godišnje na Raspoloživa angažovana sredstva Zajmodavca za vreme trajanja Perioda raspoloživosti („**Naknada za angažovana sredstava**“).
- (b) Dospela Naknada za angažovana sredstva plativa je poslednjeg dana svakog narednog šestomesečnog perioda koji se završava tokom Perioda raspoloživosti, poslednjeg dana Perioda raspoloživosti i, ukoliko se otkaže u celosti, na otkazani iznos Angažovanih sredstava relevantnog Zajmoprimca u trenutku kada otkazivanje stupa na snagu.

12.2 **Naknada za aranžiranje**

Zajmoprimac će platiti Aranžeru naknadu za aranžiranje u iznosu i u rokovima dogovorenim u Pismu o naknadama.

12.3 **Naknada agenta**

Zajmoprimac će platiti Agentu (za svoj račun) agencijsku naknadu u iznosu i u rokovima dogovorenim u Pismu o naknadama.

12.4 **Premija Sinosure**

- (a) Zajmoprimac će platiti Sinosure premiju direktno Sinosure pre datuma ispunjenja preduslova za korišćenje sredstava.
- (b) Zajmoprimac potvrđuje da:
 - (i) nijedan deo Premije Sinosure se ne može refundirati iz bilo kog razloga, osim uz posebno odobrenje Sinosure;
 - (ii) iako Zajmoprimac može zatražiti da Agent traži refundaciju bilo kog dela Premije Sinosure, ni jedna Strana kreditnog aranžmana nije u obavezi da refundira bilo koji takav iznos Premije Sinosure, osim ako:

- (A) Sinosure posebno ne odobri refundaciju; i
- (B) Sinosure zaista refundira Agentu iznos Premije Sinosure jednak iznosu zahteva za refundaciju; i

Agent će naplatiti dodatne naknade za refundiranje, čiji iznos će utvrditi Agent i Zajmoprimac u trenutku kada Zajmoprimac dostavi zahtev; i

- (iii) Kako bi se izbegla svaka sumnja, nijedna Strana kreditnog aranžmana neće biti odgovorna prema Zajmoprimcu ukoliko Sinosure odbije da refundira bilo koji takav iznos Premije Sinosure.
- (c) Zajmoprimac je saglasan i svaka Strana kreditnog aranžmana potvrđuje da nijedna Strana kreditnog aranžmana ni na koji način nije uključena u obračun bilo kog dela Premije Sinosure.
 - (d) Zajmoprimac neće ulagati žalbu protiv bilo koje Strane finansijskog aranžmana niti odbranu bilo koje vrste vezane za obračun ili plaćanje bilo kog dela Premije Sinosure.

ODELJAK 6 DODATNE OBAVEZE PLAĆANJA

13. BRUTO POREZ I REFUNDIRANJE

13.1 Definicije

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;

"Plaćanje poreza" označava ili povećanje plaćanja izvršenog od strane Zajmoprimca prema Strani kreditnog aranžmana po Klauzuli 13.2 (*Bruto porez*) ili plaćanje po osnovu Klauzule 13.3 (*Poreska refundacija*).

Osim ukoliko je suprotno navedeno, u ovoj Klauzuli 13 upućivanje na „**određuje**“ ili „**određen**“ znači određivanje po apsolutnom diskrecionom pravu lica koje vrši određivanje.

13.2 Bruto porez

- (a) Zajmoprimac će izvršiti sva plaćanja koje treba da izvrši bez Poreskog odbitka, osim ako je Poreski odbitak predviđen zakonom.
- (b) Zajmoprimac će odmah po saznanju da mora da izvrši Odbitak poreza (ili da je nastala promena stope ili osnovice Poreskog odbitka) shodno obavestiti Agenta. Slično tome, Zajmodavac će obavestiti Agenta o tom saznanju vezano za plaćanje 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 Odbitak poreza, iznos plaćanja koji duguje Zajmoprimac će se povećati do iznosa koji je (nakon Odbitka poreza) jednak plaćanju koje bi se dugovalo da nije bio predviđen Poreski odbitak.
- (d) Ukoliko je Zajmoprimac u obavezi da izvrši Odbitak poreza, taj Zajmoprimac će izvršiti Odbitak poreza i sva plaćanja potrebna u vezi sa Odbitkom poreza u dozvoljenom vremenskom okviru i u zakonski dozvoljenom minimalnom iznosu.
- (e) U roku od trideset dana od izvršenja Odbitka poreza ili traženog plaćanja u vezi sa Odbitkom poreza, Zajmoprimac koji izvršava Odbitak poreza će Agentu dostaviti za Stranu kreditnog aranžmana koja ima pravo na plaćanje zadovoljavajući dokaz za tu Stranu

kreditnog aranžmana da je izvršen Odbitak poreza ili (ako je primenjivo) izvršeno plaćanje relevantnom poreskom organu.

13.3 Poreska refundacija

- (a) Zajmoprimac će platiti (u roku od tri Radna dana od zahteva Agentu) Zaštićenoj strani iznos koji je jednak gubitku, obavezi ili trošku koji Zaštićena strana odredi da će biti ili da je (direktno ili indirektno) pretrpljen za ili na račun Poreza od strane Zaštićene strane po osnovu Dokumenta o finansiranju.
- (b) Klauzula 13.3(a) 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 dobijenih ili koji 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 iznos, obaveza ili trošak nadoknade povećanjem plaćanja iz Klauzule 13.2 (*Bruto porez*)
- (c) Zaštićena strana koja potražuje ili namerava da potražuje u skladu sa Klauzulom 13.3(a) odmah će obavestiti Agentu 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 13.3, obavestiti Agentu.

13.4 Poreski kredit

Ukoliko Zajmoprimac izvrši Plaćanje poreza i relevantna Strana kreditnog aranžmana odredi da:

- (a) se Poreski kredit pripisuje bilo povećanom plaćanju čiji deo čini to Plaćanje poreza, ili tom Plaćanju poreza ili Odbitku poreza usled čega je to Plaćanje poreza traženo; i
- (b) je ta Strana kreditnog aranžmana dobila i koristila taj Poreski kredit,

Strana kreditnog aranžmana će platiti iznos Zajmoprimcu koji ta Strana kreditnog aranžmana utvrdi da će je (nakon plaćanja) ostaviti u istoj poziciji nakon oporezivanja u kojoj bi bio Zajmoprimac da nije izvršio Plaćanje poreza.

13.5 Takse

Zajmoprimac će platiti i, u roku od tri (3) Radna dana od zahteva, nadoknaditi svakoj Strani kreditnog aranžmana trošak, gubitak ili obavezu koja nastane za tu Stranu kreditnog aranžmana u vezi sa taksama, registracijom ili sličnim Porezima koji se plaćaju po osnovu Dokumenta o finansiranju.

13.6 PDV

- (a) Svi iznosi izraženi kao plativi po Dokumentu o finansiranju od bilo koje Strane Strani kreditnog aranžmana koji (u celosti ili delimično) čine nadoknadu za svrhe PDV-a će se smatrati da isključuju PDV koji se naplaćuje na robu i usluge, i shodno, u skladu sa Klauzulom 13.6(b), ako se PDV plaća ili počne da se plaća na bilo koju robu i usluge koje Strana kreditnog aranžmana obezbedi nekoj Strani po osnovu Dokumenta o finansiranju, i od takve Finansijske strane se traži da opravda PDV kod relevantnih poreskih organa, 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 Strane kreditnog aranžmana („**Dobavljač**“) drugoj Strani kreditnog aranžmana („**Primalac**“) po osnovu Dokumenta o finansiranju, i Strana koja nije Primalac ("**Relevantna strana**") treba u skladu sa odredbama 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 13.6(b)(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 prijema zahteva od Primaoca, da plati Primaocu iznos koji je jednak PDV-u koji se obračunava na tu isporuku 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) Bilo koje upućivanje na ovu Klauzulu 13.6 bilo koje Strane će, u bilo kom trenutku kada je ta Strana tretirana kao član grupe za potrebe PDV-a, uključiti (tamo gde je to primereno i osim ako kontekst ne zahteva drugačije) upućivanje na reprezentativnog člana te grupe u tom trenutku (pojam „**reprezentativni član**“ ima isto značenje kao u Zakonu o porezu na dodatu vrednost iz 1994. godine).
- (e) 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.

13.7 FATCA informacije

- (a) U skladu sa stavom (c) u daljem tekstu, svaka Strana će u roku od deset (10) Radnih dana od razumnog zahteva prema drugoj 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 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 odmah obavestiti tu drugu Stranu.

- (c) Stav (a) ne obavezuje bilo koju Stranu kreditnog aranžmana da uradi bilo šta i stav (a)(iii) ne obavezuje 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 potvrdi da li je Strana izuzeta od FATCA ili ne dostavi obrasce, dokumentaciju i druge informacije zatražene u skladu sa 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.

13.8 FATCA odbitak

- (a) Svaka Strana može da izvrši bilo koji FATCA odbitak koji treba da izvrši po osnovu FATCA i bilo koje plaćanje koje se zahteva u vezi sa FATCA odbitkom i neće se zahtevati od bilo koje Strane da poveća bilo koje plaćanje u vezi sa kojim izvrši FATCA odbitak ili da na drugi način izvrši kompenzaciju plaćanja za taj FATCA odbitak.
- (b) Svaka strana će odmah, nakon što bude upoznata da mora da izvrši FATCA odbitak (ili ukoliko ima bilo kakve promene stope ili osnovice za taj FATCA odbitak) obavestiti Stranu kojoj vrši plaćanje i pored toga obavestiti Zajmoprimca i Agenta, a Agent će obavestiti druge Strane kreditnog aranžmana.

14. POVEĆANI TROŠKOVI

14.1 Povećani troškovi

- (a) Podložno Klauzuli 14.3 (*Izuzeca*), Zajmoprimac će, u roku od tri (3) Radna dana od zahteva Agenta, platiti na ime Strane kreditnog aranžmana iznos Povećanih troškova koji nastanu za tu Stranu kreditnog aranžmana ili njenu Podružnicu kao posledica (i) uvođenja ili izmene (ili tumačenja, administriranja ili primene) zakona ili propisa ili (ii) usklađivanja sa zakonom ili propisom donetim 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);
 - (ii) dodatne ili povećane troškove; ili

- (iii) smanjenje iznosa koji je dospelo i plativ po osnovu 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 Dokumentu o finansiranju.

14.2 **Potraživanja po osnovu povećanih troškova**

- (a) Strana kreditnog aranžmana koja namerava da potražuje u skladu sa Klauzulom 14.1 (*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 bude izvodljivo po zahtevu Agenta, dostaviti potvrdu o iznosu njenih Povećanih troškova.

14.3 **Izuzeća**

Klauzula 14.1 (*Povećani troškovi*) se ne primenjuju ukoliko se Povećani troškovi:

- (a) mogu pripisati Odbitku poreza koji Zajmoprimac treba da izvrši po zakonu;
- (b) mogu pripisati FATCA odbitku koji se zahteva od Strane;
- (c) kompenzovani u skladu sa Klauzulom 13.3 (*Poreska refundacija*) (ili bi bili kompenzovani u skladu sa Klauzulom 13.3 (*Poreska refundacija*) ali nisu kompenzovani samo zbog primene izuzeća navedenih Klauzule 13.3(b) (*Poreska refundacija*) primenjeno); ili
- (d) mogu pripisati namernom kršenju bilo kog zakona ili propisa od strane relevantne Strane kreditnog aranžmana ili njene Podružnice.

15. **DRUGA OBEŠTEĆENJA**

15.1 **Obeštećenje za kursne razlike**

- (a) Ukoliko iznos koji Zajmoprimac duguje po osnovu Dokumenta 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; ili
 - (ii) dobijanja ili sprovođenja naloga, presude ili odluke u vezi sa parničnim ili arbitražnim postupkom,

Zajmoprimac će kao nezavisnu obavezu, u roku od tri (3) Radna dana od zahteva, platiti svakoj Strani kreditnog aranžmana kojoj duguje taj Iznos za trošak, gubitak ili obavezu koja nastaje iz ili kao posledica konverzije uključujući odstupanja između (A) kursne stope koja se koristi za konvertovanje tog Iznosa iz Prve valute u Drugu valutu i (B) kursne stope ili stopa koje su raspoložive tom licu u vreme prijema tog Iznosa.

- (b) Zajmoprimac se odriče prava koje ima u bilo kojoj jurisdikciji da plati iznos po Dokumentima o finansiranju u valuti ili valutnoj jedinici osim u onoj u kojoj je izraženo za plaćanje.

15.2 Druga obeštećenja

Zajmoprimac će, u roku od tri (3) Radna dana od zahteva, obešteti svaku Stranu kreditnog aranžmana za sve troškove, gubitke ili obaveze koji nastaju za tu Stranu kreditnog aranžmana kao rezultat:

- (a) nastanka Slučaja neispunjenja obaveze;
- (b) neplaćanja iznosa od strane Zajmoprimca koji duguje po Dokumentu o finansiranju na datum dospeća, uključujući bez ograničenja, troškove, gubitke ili obaveze koji nastaju kao posledica Klauzule 27 (*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 razlog neispunjenja obaveze ili nemara tog samog Zajmodavca); ili
- (d) nevršenja prevremene otplate Kredita (ili njegovog dela) u skladu sa obaveštenjem o prevremenoj otplati dostavljenim od Zajmoprimca.

15.3 Naknada troškova Agentu

Zajmodavac će odmah 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 neispunjenje 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, u skladu sa ovim Ugovorom; i

- (b) troškova, gubitaka ili obaveza (uključujući ali ne ograničavajući se na nemar ili bilo koju drugu kategoriju odgovornosti) koji nastanu za Agenta (usled razloga koji nisu grubi nemar ili nepropisno postupanja) po Dokumentima o finansiranju.

16. UBLAŽAVANJE OD STRANE ZAJMODAVACA

16.1 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 8.1 (*Nezakonitost*), Klauzulom 13 (*Bruto porezi i refundacija*) ili Klauzulom 14 (*Povećani troškovi*) uključujući (bez ograničenja) prenošenje njenih prava i obaveza po Dokumentima o finansiranju na drugu Podružnicu ili Kancelariju aranžmana.
- (b) Klauzula 16.1(a) ni na koji način ne ograničava obaveze Zajmoprimca prema Dokumentima o finansiranju.

16.2 Ograničenje odgovornosti

- (a) Zajmoprimac će odmah refundirati 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 16.1 (*Ublažavanje*).
- (b) Strana kreditnog aranžmana nije u obavezi da preduzme bilo koje korake definisane u Klauzuli 16.1 (*Ublažavanje*) ukoliko će, po mišljenju te Strane (delujući razborito), usled toga imati štetu.

17. TROŠKOVI I IZDACI

17.1 Izdaci po osnovu transakcije

Zajmoprimac će odmah po zahtevu platiti Agentu, Aranžeru i Sinosure iznos svih troškova i izdataka (uključujući ali ne ograničavajući se na pravne troškove) koji nastaju za bilo koji od njih u vezi sa pregovorima, pripremom, štampanjem, potpisivanjem i distribucijom:

- (a) ovog Ugovora i bilo kojih drugih dokumenata koji se pominju u ovom Ugovoru (uključujući ali ne ograničavajući se i na Sinosure polisu) ; i
- (b) svih drugih Dokumentata o finansiranju potpisanih nakon datuma ovog Ugovora.

17.2 Troškovi izmene

Ukoliko:

- (a) Zajmoprimac zahteva izmenu, odricanje ili saglasnost koji se odnose na Finansijski dokument;
- (b) je izmena neophodna u skladu sa Klauzulom 28.10 (*Promena valute*) ili nakon što dođe do Događaja zamene kotirane stope; ili
- (c) je potrebna izmena ovog Ugovora kako bi se obezbedilo da ovaj Ugovor bude usaglašen sa odredbama Polise Sinosure ili bilo kojim drugim zahtevom Sinosure;

Zajmoprimac će, u roku od tri Radna dana od dana zahteva platiti Agentu iznos jednak svim troškovima i izdacima (uključujući pravne troškove) koji su razumno nastali i koji su vezani za procenu, pregovore ili postupanje u skladu sa tim zahtevom ili uslovom.

17.3 Troškovi sprovođenja

Zajmoprimac će u roku od tri Radna dana od dana zahteva platiti svakoj Strani kreditnog aranžmana iznos svih troškova i izdataka (uključujući pravne troškove) koje je snosila ta Strana kreditnog aranžmana (uključujući troškove i izdatke koje je snosila Sinosure a za koje je ta Strana kreditnog aranžmana odgovorna) ili Sinosure, u vezi sa registracijom, taksama, sprovođenjem ili očuvanjem bilo kog prava na osnovu bilo kog spora ili sudskog postupka koji proizlazi iz ili u vezi sa bilo kojim Finansijskim dokumentom.

17.4 Konsultant za životnu sredinu i socijalna pitanja

Zajmoprimac će platiti (ili obezbediti plaćanje) svih povremenih naknada, troškova ili izdataka Konsultanta za životnu sredinu i socijalna pitanja.

ODELJAK 7

IZJAVE, OBAVEZE I NEISPUNJENJE OBAVEZA

18. IZJAVE

Zajmoprimac daje izjave i garancije svakoj Strani kreditnog aranžmana na datum Stupanja na snagu ovog Ugovora kao što je definisano u ovoj Klauzuli 18.

18.1 Status

- (a) Zajmoprimac je stekao i ostvarivaće svoja prava i izvršavaće obaveze iz Finansijskih dokumenata u ime Republike Srbije.
- (b) Zajmoprimac, MGSI i Naručilac/Investitor imaju pravo da budu vlasnici imovine i da sprovedu aktivnosti i operacije na način kako to sada obavljaju.

18.2 Obavezujuće odredbe

Obaveze navedene koje preuzima Zajmoprimac, MGSI i Naručilac/Investitor u svakom Dokumentu o transakciji su zakonite, validne, obavezujuće i izvršne obaveze (samo podložne, u slučaju Zajmoprimca, u smislu nastanka zaduženja i preuzimanja obaveza od strane Zajmoprimca po ovom Ugovoru, objavljivanju Službenog glasnika u kome se objavljuje zakon o potvrđivanju ovog Ugovora od strane Narodne skupštine Republike Srbije).

18.3 Nesukobljavanje sa drugim obavezama

Stupanje na snagu i sprovođenje transakcija od strane svakog Zajmoprimca, MGSI i Naručioca/Investitora i transakcija navedenih u Dokumentima o transakciji nisu i neće biti u sukobu sa:

- (a) bilo kojim važećim zakonom;
- (b) ustavom Republike Srbije ili konstitutivnim aktima bilo koje lokalne ili opštinske vlasti u Republici Srbiji (uključujući ali ne ograničavajući se na Grad Beograd) ili njihovim statutima ili konstitutivnim aktima bilo koje od državnih institucija; ili
- (c) bilo kojim ugovorom, hipotekom, obveznicom, odlukom, arbitražnom odlukom ili drugim instrumentom međunarodnog sporazuma ili ugovora, uključujući i one sa MMF-om ili bilo kojom drugom međunarodnom institucijom čiji je ona član ili državnom institucijom članicom ili koje su obavezujući za njih ili njihovu imovinu ili predstavljaju kršenje ili razlog raskida ugovora (kao što je opisano) u skladu sa takvim ugovorom ili instrumentom.

18.4 Ovlašćenja

- (a) Svaki Zajmodavac, MGSI i Naručilac/Investitor ima puno pravo da stupa, sprovodi i izvršava i preuzeo je sve neophodne radnje za

dobijanje ovlašćenja za sklapanje i sprovođenje i realizaciju relevantnih Dokumenta o transakciji u kojima je ili će biti strana kao i transakcija sadržanih u tim Dokumentima o finansiranju (samo podložno, u slučaju Zajmoprimca, u smislu nastanka zaduženja i preuzimanja obaveza od strane Zajmoprimca po ovom Ugovoru, objavljivanju Službenog glasnika u kome se objavljuje zakon o potvrđivanju ovog Ugovora od strane Narodne skupštine Republike Srbije).

- (b) Ograničenja ovlašćenja svakog Zajmodavca neće se prekoračivati, kao rezultat zaduživanja niti davanja garancije ili odštete definisane u Dokumentima o finansiranju u kojima je strana (uključujući, kako bi se izbegla bilo kakva sumnja, ograničenje javnog duga definisanog u relevantnom zakonu o godišnjem budžetu Republike Srbije).
- (c) Sva odobrenja i akta koja se traže ili su poželjna u vezi stupanja, izvršenja, zakonitosti, validnosti i izvršnosti relevantnih Dokumenta o transakciji i u njima sadržanim transakcijama su dobijena ili izvršena (u zavisnosti od slučaja) i u potpunosti su na snazi i važeća.
- (d) Ima pravo da tuži i bude tužen pred sudom i/ili arbitražnim većem nadležnim u skladu sa Dokumentima o finansiranju.

18.5 Validnost i prihvatljivost dokaza

Sva Ovlašćenja i svi drugi akti, uslovi i stvari potrebne i poželjne:

- (a) kako bi se omogućilo Zajmoprimcu, MGSI i Naručiocu/Investitoru da zakonito stupa, ostvaruje svoja prava i postupa u skladu sa obavezama iz Dokumenta o finansiranju u kojima je strana;
- (b) kako bi se omogućilo da su obaveze za koje se u Dokumentima o transakciji navodi da će biti preuzete od strane Zajmoprimca, MGSI i Naručioca/Investitora pravosnažne, obavezujuće i sprovode; i
- (c) kako bi se obezbedilo da su Dokumenta o transakcijama u kojima su Zajmoprimac, MGSI i Naručilac/Investitor strana prihvatljiva kao dokaz u Republici Srbiji (pod uslovom da je taj Dokument o transakciji preveden na srpski jezik),

su dobijeni i realizovani pravosnažno i važeći su (osim, u slučaju Zajmoprimca, u smislu nastanka zaduženja i preuzimanja obaveza od strane Zajmoprimca po ovom Ugovoru, objavljivanju Službenog glasnika u kome se objavljuje zakon o potvrđivanju ovog Ugovora od strane Narodne skupštine Republike Srbije).

18.6 Merodavno pravo i izvršenje

- (a) Izbor prava navedenog kao merodavno pravo za svaki Dokument o finansiranju i sve neugovorne obaveze koje iz njega proističu i koje su sa njim povezane, biće priznata i sprovedena u Republici Srbiji.

- (b) Svaka presuda vezana za Dokument o finansiranju dobijena u Engleskoj biće priznata i sprovedena u Relevantnoj jurisdikciji.
- (c) Sporazum o nepozivanju na imunitet po pitanju Dokumenta o finansiranju na koje bi Zajmoprimac ili njegova imovina imali pravo biće priznat i sproveden u Republici Srbiji.

18.7 Odbitak poreza

- (a) Osim za poreze po odbitku na kamate plaćene nerezidentima u jurisdikciji Zajmoprimca, nije neophodno vršiti Odbitke poreza za bilo koje plaćanje koje se vrši na osnovu Dokumenta o finansiranju.
- (b) U meri u kojoj je potrebno da se vrši Odbitak poreza, dozvoljeno je platiti bilo koji dodatni iznos plativ bilo kojoj Strani kreditnog aranžmana u skladu sa Klauzulom 13.2 (*Bruto porez*).

18.8 Nema administrativnih taksi

Po zakonu Republike Srbije 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, usluge notara ili slično na ili u vezi sa Dokumentima o finansiranju ili transakcijama iz Dokumenta o finansiranju, osim što je Zajmoprimac u obavezi da:

- (a) izveštava (i plati naknadu vezanu za izveštavanje) NBS o:
 - (i) ovom Ugovoru i svakoj njegovoj izmeni;
 - (ii) svakoj promeni Zajmodavaca; i
 - (iii) svakom Korišćenju sredstava i svakoj otplati ili prevremenoj otplati prema ovom Ugovoru; i
- (b) evidentira relevantne informacije koje se odnose na ovaj Ugovor u evidenciji javnog duga pri Upravi za javni dug pri Ministarstvu finansija Republike Srbije.

18.9 Nema neispunjenja obaveza

- (a) Nijedan slučaj neispunjenja obaveze ne traje niti bi se razumno moglo očekivati da će rezultirati od Korišćenja sredstava ili stupanja u i sprovođenja Dokumenta o finansiranju ili transakcije sadržane u istom.
- (b) Nijedan drugi slučaj ili okolnost koji čine slučaj neispunjenja obaveze po bilo kom sporazumu ili instrumentu koji je za njega obavezujući ili kojima podleže njegova imovina a koji može imati Materijalno negativan efekat nisu nastupili.

18.10 Nema obmanjujućih informacija

- (a) Sve činjenične informacije koje se dostave Strani kreditnog aranžmana a u vezi sa Kreditnim aranžmanom su istinite, potpune i tačne u svim materijalnim aspektima na datum kada su dostavljene ili navedene i nisu obmanjujuće ni po kom osnovu.
- (b) Ništa se nije desilo niti je izostavljeno i nikakve informacije nisu date niti uskraćene koje bi rezultirale informacijama pruženim od strane ili za račun Zajmoprimca ili bilo koje državne institucije (uključujući savetnicima) koje bi bile netačne ili obmanjujuće ni po kom materijalnom osnovu.

18.11 Finansijska pozicija

- (a) Nije došlo do materijalno negativnih promena ekonomske situacije Zajmoprimca, MGSI ili Naručioca/Investitora od datuma ovog Ugovora.
- (b) Budžetski podaci i projekcije dostavljeni u skladu sa ovim Ugovorom dostavljeni su nakon pažljivog razmatranja i pripremljeni su u dobroj nameri na osnovu nedavnih informacija i pretpostavki koje su bile razumne u trenutku pripreme i dostavljanja.

18.12 Rangiranje po principu *pari passu*

Obaveze plaćanja po osnovu Dokumenta o finansiranju rangiraju se minimum *pari passu* sa potraživanjima svih drugih neobezbeđenih i nesubordinisanih poverilaca u smislu Spoljne finansijske zaduženosti (osim onih obaveza koje su definisane kao obavezujuće odredbama zakona na datum ovog Ugovora) i biće plative iz javnih prihoda ili drugih sredstava Zajmoprimca.

18.13 Nema postupaka koja su u toku ili koja slede

- (a) Nijedan parnični, arbitražni, administrativni 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, ili bilo kog drugog suda i nijedan nalog bilo kog državnog ili drugog regulatornog tela za koji bi se razumno moglo očekivati da ima Materijalno negativan efekat (prema najboljem saznanju i uverenju (nakon obavljene detaljne i pažljive analize)) nije doneta protiv MGSI ili Naručioca/Investitora niti njegovih državnih organa.

18.14 Nema kršenja zakona

Nije prekršen ni jedan zakon ili propis čije kršenje ima ili se razumno može očekivati da ima Materijalno negativan efekat.

18.15 Zakoni u oblasti životne sredine

- (a) Zajmoprimac, MGSI, Naručilac/Investitor, a u vezi za Projektom i Izvođač, usklađeni su sa Klauzulom 20.6 (*Usklađenost sa zahtevima iz oblasti životne sredine*) i, prema svom najboljem saznanju i uverenju (nakon dužne i pažljive istrage), nisu se dogodile nikakve okolnosti koje bi sprečile takvu usklađenost.
- (b) Nije pokrenuta ni jedna tužba koja se odnosi na životnu sredinu niti takva tužba preti da bude pokrenuta (po najboljem saznanju i uverenju (nakon obavljene detaljne i pažljive analize)) protiv Zajmoprimca, MGSI ili Naručioca/Investitora.

18.16 Zakoni o sprečavanju korupcije i sprečavanju pranja novca

- (a) Zajmoprimac, MGSI, i Naručilac/Investitor, kao i svaka Podružnica, ministar, zvaničnik, predstavnik, direktor, službenik, državni službenik (po najboljem saznanju i uverenju Zajmoprimca) zaposleni ili agent Zajmoprimca, poštuje važeće Zakone o sprečavanju korupcije i Zakone o sprečavanju pranja novca, i uspostavio je i održava, od datuma ovog Ugovora i datuma stupanja na snagu politika i procedura koncipiranih tako da promovišu i omogućuje poštovanje takvih zakona.
- (b) Nijedan:
 - (i) Zajmoprimac, MGSI ili Naručilac/Investitor (niti po najboljem saznanju i uverenju (nakon obavljene detaljne i pažljive analize)), ministar, zvaničnik, predstavnik, agent, direktor, zaposleni ili službenik kod nekoga od njih); niti
 - (ii) (u bilo kom svojstvu u vezi sa finansiranjem Projekta ili u vezi sa Ugovorom o projektovanju i izgradnji,) organ Zajmoprimca, MGSI-a ili Naručioca/Investitora (niti po najboljem saznanju i uverenju (nakon obavljene detaljne i pažljive analize)), ministar, zvaničnik, predstavnik, agent, direktor zaposleni ili službenik),

nije dao ili primio niti naložio bilo kom licu ili odobrio da se da ili primi ponuda, plaćanje ili obećanje davanja novca, poklona ili drugih vrednosti, direktno ili indirektno, kada to krši ili bi kršilo bilo koji zakon o sprečavanju korupcije ili sprečavanju pranja novca ili je stvorilo ili bi stvorilo obavezu za to lice ili druge prema bilo kom zakonu o sprečavanju korupcije ili zakonu o sprečavanju pranja novca.

- (c) Nijedan:
 - (i) Zajmoprimac, MGSI ili Naručilac/Investitor (niti po najboljem saznanju i uverenju (nakon obavljene detaljne i pažljive analize)), ministar, zvaničnik, predstavnik, agent, direktor, zaposleni ili službenik kod nekoga od njih), niti

- (ii) (u bilo kom svojstvu u vezi sa finansiranjem Projekta ili u vezi sa Ugovorom o projektovanju i izgradnji,) organ Zajmoprimca, MGSI-a ili Naručioca/Investitora (niti po najboljem saznanju i uverenju (nakon obavljene detaljne i pažljive analize)), ministar, zvaničnik, predstavnik, agent, direktor zaposleni ili službenik),

nije pod istragom bilo koje institucije niti strane u bilo kom postupku, a u vezi sa Zakonima o sprečavanju korupcije ili Zakonima o sprečavanju pranja novca.

18.17 Zakoni i propisi o sankcijama

- (a) Zajmoprimac, MGSI ili Naručilac/Investitor niti bilo koja Podružnica Zajmoprimca, ministar, zvaničnik, predstavnik direktor ili službenik Zajmoprimca ili Naručioca/Investitora niti (prema saznanju Zajmoprimca) bilo koji zaposleni, državni službenik ili agent Zajmoprimca, MGSI ili Naručioca/Investitora nije Sankcionisano lice, niti direktno ili indirektno, poseduje ili kontroliše lica koja su Sankcionisana lica.
- (b) Nijedno korišćenje, korišćenje sredstava niti druge transakcije iz ovog Ugovora (prvenstveno u svrhu plaćanja iznosa koji dospevaju na naplatu u skladu sa Ugovorom o projektovanju i izgradnji a u vezi sa Projektom) ne krše važeće Sankcije.

18.18 Spoljna finansijska zaduženost

Nijedno spoljno finansijsko zaduženje nije obezbeđeno bilo kojom garancijom ili Kvazi-garancijom na ili vezano sa Javnom imovinom osim onako kako je dozvoljeno ovim Ugovorom.

18.19 Valjano pravo nad imovinom

Zajmoprimac, MGSI i Naručilac/Investitor imaju valjano i utrživo pravo nad ili valjan zakup ili dozvolu svih nadležnih Organa da koriste imovinu neophodnu za realizaciju Projekta.

18.20 Nema imuniteta

U bilo kom postupku unutar Republike Srbije a u vezi sa Dokumentima o finansiranju, Zajmoprimac neće imati pravo da zahteva imunitet za sebe ili svoju imovinu od tužbe ili drugog pravnog procesa, osim imuniteta od izvršenja po pitanju sadašnjih ili budućih:

- (a) "prostorija diplomatskog predstavnštva" kako je definisano Bečkom konvencijom o diplomatskim odnosima koja je potpisana 1961. godine
- (b) "konzularnih prostorija" kako je definisano Bečkom konvencijom o konzularnim odnosima potpisanom 1963. godine;
- (c) imovine kojom se ne može trgovati;

- (d) vojne imovine ili vojnih sredstava, ili objekata, oružja i opreme namenjene odbrani, državnoj i javnoj bezbednosti
- (e) potraživanja čiji prenos je ograničen zakonom;
- (f) prirodnih resursa, predmeta za opštu upotrebu, mreža u javnom vlasništvu, rečnih basena i vodnih objekata u javnom vlasništvu, zaštićene prirodne baštine u javnom vlasništvu, kao i kulturne baštine u javnom vlasništvu;
- (g) nepokretnosti u javnom vlasništvu, koje, potpuno ili delimično, koriste vlasti Republike Srbije, autonomnih pokrajina ili lokalnih samouprava za potrebe ostvarivanja prava i obaveza;
- (h) akcija i deonica države, autonomne pokrajine ili lokalne samouprave i akcija u kompanijama i javnim preduzećima, osim ako nadležna institucija ne pristane na uspostavljanje zaloge na tim akcijama i deonicama;
- (i) pokretne i nepokretne imovine zdravstvenih institucija, osim ako hipoteka nije uspostavljena na osnovu odluke Vlade; ili
- (j) druge imovine izuzete od izvršenja prema zakonu i međunarodnim sporazumima;

(imovina u gore navedenim stavovima (a) - (j) (uključujući) definisana je kao "**Izuzeta imovina**").

18.21 Privatna i komercijalna akta

Svako potpisivanje Dokumenta o transakciji od strane Zajmoprimca, MGSI i Naručioca/Investitora u kome su strana i korišćenje prava i ispunjavanje obaveza po tim Dokumentima o transakciji će predstavljati privatne i komercijalne akte, sačinjene i izvršene u privatne i komercijalne svrhe.

18.22 Ugovor o projektovanju i izgradnji

- (a) *Ugovor o projektovanju i izgradnji u formi koja je data:* Osim izmena koje su takve da ne bi rezultirale obavezom prevremene otplate svih neisplaćenih Kredita u skladu sa Klauzulom 8.2 (*Materijalne promene ugovora o projektovanju i izgradnji*), Ugovor o projektovanju i izgradnji je u formi dostavljen Agentu pre datuma ovog Ugovora ili, ako je skorije, u skladu sa Klauzulom 5.1 (*Inicijalni preduslovi*).
- (b) *Ugovor o projektovanju i izgradnji je na snazi:* Ugovor o projektovanju i izgradnji je pravosnažan i važeći (ili će odmah biti, nakon stupanja na snagu) i nije suspendovan, raskinut, otkazan ili poništen (u svakom slučaju, u celini ili delimično).
- (c) *Zakonske, validne i obavezujuće obaveze:* Obaveze MGSI i Naručioca/Investitora u skladu sa Ugovorom o projektovanju i

izgradnji su zakonske, validne, obavezujuće i izvršive i nisu i neće biti u suprotnosti sa bilo kojim važećim zakonom ili propisom.

- (d) *Nema više sile ili slučaja prevremenog raskida*: Nije se desio nijedan događaj ili okolnost koji bi:
 - (i) doveo ili bi se razumno moglo očekivati da će dovesti do prava na prevremeni raskid, suspendovanje realizacije, poništavanje ili otkazivanje (u svakom slučaju, u celini ili delimično) Ugovora o projektovanju i izgradnji; ili
 - (ii) predstavlja događaj više sile (kako god da je opisan) u vezi sa ili pod Ugovorom o projektovanju i izgradnji.
- (e) *Bez postupka*: Nijedan parnični, arbitražni ili administrativni postupak pred bilo kojim sudom, arbitražnim telom ili agencijom nije pokrenut niti preti da će biti pokrenut, prema najboljem saznanju i uverenju Zajmoprimca, u vezi sa Ugovorom o projektovanju i izgradnji ili transakcijama predviđenim Ugovorom o projektovanju i izgradnji i ne postoje sporovi između MGSI i/ili Naručioca/Investitora i Izvođača prema Ugovoru o projektovanju i izgradnji.
- (f) *Nema potraživanja niti obaveza*: Ne postoje potraživanja niti obaveze MGSI i/ili Naručioca/Investitora i Izvođača ili bilo kog lica koje je, ili bi se razumno moglo očekivati da će biti materijalno štetno po prava bilo koje Strane finansijskog aranžmana prema Dokumentima o finansiranju ili Polisi Sinosure.
- (g) *Sporazum između Kine i Srbije*: Sporazum o ekonomskoj i tehničkoj saradnji u oblasti infrastrukture između Vlade Republike Srbije i Vlade Kine je uredno ratifikovan od obe strane, pravosnažan je i važeći i nije suspendovan, ukinut, poništen ili raskinut (u svakom slučaju, u celini ili delimično).

18.23 MMF

Članica je koja ispunjava sve uslove i kvalifikovana da koristi resurse MMF-a i IBRD-a i može povlačiti sredstva koja su na raspolaganju u okviru programa finansiranja MMF-a ili IBRD-a, pri čemu ti programi nisu poništeni niti suspendovani.

18.24 Devizne kontrole

- (a) U skladu sa zakonima Republike Srbije, sva plaćanja koja se realizuju prema Dokumentima o finansiranju mogu se slobodno preneti van Republike Srbije i mogu se platiti ili slobodno konvertovati u Valutu kreditnog aranžmana.
- (b) Zajmoprimac je pribavio sva odobrenja koja se odnose na valutne kontrole ili druga takva odobrenja koja su potrebna kako bi se osigurala raspoloživost Valute kreditnog aranžmana i Zajmoprimcu

omogućilo da ispuni sve svoje obaveze prema Dokumentu o finansiranju u kome je strana.

- (c) Trenutno nema važećih ograničenja niti zahteva koji ograničavaju raspoloživost ili transfer deviznog kursa koji bi ograničili sposobnost Zajmoprimca da ispuni svoje obaveze prema Dokumentu o finansiranju.

18.25 Pravila o javnim nabavkama

Pravila koja se odnose na javne nabavke nisu bila primenjiva po pitanju celokupnog ili delova Dokumenta o transakciji od strane Zajmoprimca, MGSI ili Naručioca/Investitora koja su primenjiva na ostvarivanje prava i izvršavanje obaveza, prema Dokumentu o transakciji čije su strane.

18.26 Budžet i limiti

- (a) Sredstva neophodna za isplatu svih obaveza Zajmoprimca prema Dokumentu o finansiranju u relevantnom periodu obezbeđena su Zakonom o budžetu Republike Srbije za tu godinu, (koji je za 2021. godinu Zakon o budžetu Republike Srbije za 2021. godinu, Službeni glasnik Republike Srbije br. 149/2020, 40/2021 i 100/2021).
- (b) Zaduženja i garancije su u okvirima (ukoliko ih ima) koje su definisali MMF, Svetska banka i relevantni međunarodni sporazumi.

18.27 Rezerve

- (a) Republika Srbija i NBS imaju puno vlasništvo nad Rezervama, kao i ovlašćenje, kontrolu i nadležnost da koriste Rezerve.
- (b) Zajmoprimac ima na raspolaganju deo raspoloživog dela Rezervi za potrebe ispunjenja i izmirenja obaveza po osnovu Dokumenta o finansiranju i nije potrebno odobrenje niti bilo kakva dozvola od strane bilo kog Organa ili druge institucije za korišćenje tog dela rezervi.
- (c) Republika Srbija je krajnji korisnik Rezervi.
- (d) NBS je centralna banka i monetarna vlast Republike Srbije koja je ovlašćena da drži i upravlja Rezervama, uključujući i deo Rezervi koji je Zajmoprimcu u potpunosti na raspolaganju, na način koji doprinosi odgovarajućem izmirenju obaveza Republike Srbije po osnovu spoljnog duga, a koje obuhvataju i obaveze po osnovu Dokumenta o finansiranju.

18.28 Ponavljanje

Smatraće se da su tvrdnje koje se ponavljaju koje su date od strane Zajmoprimca date pozivanjem na činjenice i okolnosti koje su postojale na datum svakog Zahteva za korišćenje sredstava i svakog Datuma za plaćanje kamate.

19. **INFORMISANJE**

Informisanje u ovoj Klauzuli 19 ostaje na snazi od datuma ovog Ugovora dokle god je bilo koji iznos neisplaćen po osnovu Dokumentata o finansiranju ili dokle god važi bilo koja Obaveza.

19.1 **Godišnji budžet**

Zajmoprimac će Agentu dostaviti u formi prihvatljivoj za Agentu (i u dovoljnom broju primeraka za sve Zajmodavce) čim to bude moguće, ali svakako u roku od 180 dana po završetku svake fiskalne godine zakon kojim se odobrava budžet Republike Srbije (*Zakon o budžetu Republike Srbije*) za tu kalendarsku godinu.

19.2 **Razne informacije**

Zajmoprimac će Agentu dostaviti (u dovoljnom broju primeraka za sve Zajmodavce, ako Agent tako zahteva):

- (a) sve informacije koje se odnose na Ugovor o projektovanju i izgradnji ili Projekat, kako Agent, bilo koji Zajmodavac ili Sinosure s vremena na vreme može razumno zatražiti;
- (b) sva dokumenta koje je Zajmoprimac prosledio poveriocima spoljne finansijske zaduženosti istovremeno kada su oni prosleđeni;
- (c) odmah nakon što sazna, detalje svih sporova, arbitraža ili administrativnih postupaka koji su u toku, spremaju se ili su nerešeni protiv Zajmoprimca i koji bi, ukoliko se donese negativna odluka, mogli imati Materijalno negativan efekat;
- (d) promptno druge takve finansijske, statističke i opšte informacije vezane za finansijsko stanje, imovinu, funkcije i rad Zajmoprimca, koje Agent može razumno tražiti, uključujući i tražene dopune ili pojašnjenja ili projekcije ili tražene dopune ili objašnjenja drugog materijala koje je Zajmoprimac dostavio u skladu sa ovim Ugovorom;
- (e) promptno primerak izmena:
 - (i) konstitutivnih dokumenata Zajmoprimca koji utiču na njegov status; i
 - (ii) Zakona o javnom dugu, Službeni glasnik Republike Srbije br. 61/2005, 107/2009, 78/2011, 68/2015, 95/2018, 91/2019 i 149/2020), Zakona o budžetskom sistemu, Službeni glasnik Republike Srbije br. 54/2009, 73/2010, 101/2010, 101/2011, 93/2012, 62/2013, 63/2013, 108/2013, 142/2014, 68/2015, 103/2015, 99/2016, 113/2017, 5/2018, 31/2019, 72/2019 i 149/2020);
- (f) obaveštenje o svakoj promeni Ovlašćenog potpisnika Zajmoprimca ili Ovlašćenog potpisnika Izvođača, zajedno sa deponovanim potpisima u

obrascu potvrde potpisane od strane postojećeg Ovlašćenog potpisnika Zajmoprimca ili Ovlašćenog potpisnika Izvođača (po potrebi);

- (g) čim dobije informacije, detalje o tužbama podignutim protiv Zajmoprimca u vezi sa Događajem koji se odnosi na sankcije, pranje novca i/ili podmićivanje i korupciju; i
- (h) u skladu sa zahtevima koji se odnose na poverljivost koje je Zajmoprimac dužan da poštuje u skladu sa važećim politikama (koje Republika Srbija dosledno primenjuje na sve druge ugovorne strane iste vrste kao i Strane kreditnog aranžmana) i važećim zakonima i propisima, kao što su dalje 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 Dokumentom o finansiranju.

19.3 Obaveštenje o neispunjenju obaveza

- (a) Zajmoprimac će obavestiti Agentu o svakom neispunjenju obaveza (i koracima koji se preduzimaju za otklanjanje, ukoliko ih ima) odmah nakon što sazna o neispunjenju.
- (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 koji se preduzimaju za otklanjanje istog, ukoliko ih ima).

19.4 Obaveštenje o Datumu završetka

Zajmoprimac će promptno obavestiti Agentu o nastupanju Datuma završetka, a obaveštenje će sadržati primerak Potvrde o primopredaji.

19.5 Korišćenje veb-sajta

- (a) Zajmoprimac može ispuniti svoju obavezu po ovom Ugovoru i dostaviti informacije onim Zajmodavcima ("**Zajmodavci koji koriste veb-sajt**") koji prihvataju ovaj metod komunikacije tako što će ove informacije postaviti na elektronski veb-sajt Zajmoprimca i Agentu ("**Namenski veb-sajt**") ako:
 - (i) se Agent izričito složi (nakon obavljenih konsultacija sa svakim Zajmodavcem) da će prihvatiti prijem informacija ovim putem;
 - (ii) Zajmoprimac i Agent su upoznati sa adresom i bilo kojom mogućom lozinkom Namenskog veb-sajta; i
 - (iii) su informacije u prethodno dogovorenom formatu između Zajmoprimca i Agentu.

- (b) Ako se bilo koji Zajmodavac ("**Zajmodavac koji traži štampani format**") ne slaže da se informacije dostave elektronski, u tom slučaju će Agent o tome obavestiti Zajmoprimca i Zajmoprimac će informacije dostaviti Agentu u štampanom formatu (u dovoljnom broju primeraka za svakog Zajmodavca koji traži informacije u štampanom formatu i za Sinosure). U svakom slučaju, Zajmoprimac će Agentu dostaviti barem jedan primerak informacija u štampanom formatu čija je dostava tražena.
- (c) Agent će svakom Zajmodavcu koji traži informacije u štampanom formatu dostaviti adresu i relevantnu lozinku potrebnu za Namenski veb-sajt nakon utvrđivanja namenskog veb-sajta od strane Zajmoprimca i Agentu.
- (d) Zajmoprimac će odmah nakon što sazna obavestiti Agentu ako:
 - (i) ne može da se pristupi Namenskom veb-sajtu usled tehničkih problema;
 - (ii) se promeni lozinka za pristup Namenskom veb-sajtu;
 - (iii) se informacije čije dostavljanje je obavezno po ovom Ugovoru postave na Namenski veb-sajt;
 - (iv) dođe do izmena i dopuna postojećih informacija koje su po ovom Ugovoru postavljene na Namenski veb-sajt; ili
 - (v) Zajmoprimac dođe do saznanja da je Namenski veb-sajt ili bilo koja informacija postavljena na Namenskom veb-sajtu zaražen elektronskim virusom ili sličnim softverima ili da je to ranije bio.
- (e) Ako Zajmoprimac obavesti Agentu u skladu sa gore navedenim stavom d(i) ili stavom d(v), sve informacije koje prema ovom Ugovoru Zajmoprimac dostavi nakon datuma obaveštenja moraju biti dostavljene u štampanom formatu, osim i dokle god su Agent i svaki Zajmodavac koji koristi veb-sajt sigurni da se okolnosti koje su prouzrokovale obaveštenje ne nastavljaju.
- (f) Svaki Zajmodavac koji informacije dobija elektronski može tražiti, preko Agentu, jedan primerak u štampanom formatu svih traženih informacija prema ovom Ugovoru koje se postavljaju na Namenski veb-sajt. Zajmoprimac će ispuniti svaki takav zahtev u roku od deset (10) Radnih dana.

19.6 Provere "**Upoznaj svog Klijenta**"

- (a) Ako:
 - (i) uvođenje novog zakona ili propisa, ili neka promena u postojećem zakonu ili propisu (ili tumačenju, primeni ili

sprovedenju tog zakona ili propisa) do kojeg dođe nakon datuma ovog Ugovora;

- (ii) promene statusa Zajmoprimca nakon datuma ovog Ugovora; ili
- (iii) predloženo ustupanje ili prenos koje vrši neki Zajmodavac u pogledu svojih prava i obveza prema ovom Ugovoru strani koja nije Zajmodavac pre takvog ustupanja ili prenosa,

obavezuje Sinosure, Agentu ili bilo kog Zajmodavca (ili, u slučaju iz gore navedene tačke 19.6(a)(iii), bilo kog potencijalnog novog Zajmodavca) na postupanje u skladu s identifikacijskim postupkom “upoznaj svog Klijenta” ili sličnim postupkom u okolnostima u kojima mu potrebne informacije već nisu dostupne, Zajmoprimac će odmah po zahtevu Sinosure, Agentu ili bilo kog Zajmodavca dostaviti ili osigurati dostavljanje one dokumentacije i drugih dokaza koje Agent može opravdano zahtevati (za sebe ili za Sinosure ili za bilo kog Zajmodavca) ili bilo koji Zajmodavac (za sebe ili, u slučaju opisanom u gore navedenom stavu(19.6(a)(iii), u ime novog potencijalnog Zajmodavca) kako bi Sinosure, Agent, taj postojeći Zajmodavac ili u slučaju opisanom u stavu19.6(a)(iii), novi potencijalni Zajmodavac postupili u skladu sa svim proverama “upoznaj svog Klijenta” ili sličnim proverama prema svim važećim zakonima i propisima u skladu sa transakcijama koje su predviđene u Dokumentima o finansiranju.

- (b) Svaki Zajmodavac će odmah po prijemu zahteva Agentu (za sebe ili za Sinosure) dostaviti ili osigurati dostavljanje one dokumentacije i drugih dokaza koje Agent (za sebe ili za Sinosure) može opravdano zatražiti kako bi Agent ili Sinosure sproveo i na zadovoljavajući način postupio u skladu sa svim proverama “upoznaj svog Klijenta” ili sličnim proverama prema svim važećim zakonima koje proizlaze iz transakcija koje su predviđene Dokumentima o finansiranju i Polisom Sinosure.

19.7 Ugovor o projektovanju i izgradnji

Zajmoprimac će obavestiti Agentu ukoliko dođe do bilo kakve izmene i dopune Ugovora o projektovanju i izgradnji i odmah će dostaviti primerak izmena i dopuna Agentu.

19.8 Privremena i konačna potvrda o primopredaji

Zajmoprimac će Agentu dostaviti primerak privremene i konačne potvrde o primopredaji koje se izdaju u skladu sa Ugovorom o projektovanju i izgradnji ili koje su na drugi način povezane sa Projektom odmah nakon njihovog izdavanja.

20. OPŠTE OBAVEZE

Obaveze iz Klauzule 20 ostaju na snazi od datuma ovog Ugovora dokle god postoji bilo koji neizmireni iznos po osnovu Dokumentata o finansiranju ili bilo koja Obaveza na snazi.

20.1 Ovlašćenja

Zajmoprimac će (i osiguraće da, u odnosu na paragraf (a) ispod, MGSI i Naručilac/Investitor to isto učine):

- (a) održavati, ispoštovati i učiniti sve što je potrebno za održavanje u potpunosti na snazi i važeće i (kada je primenjivo, u najkraćem mogućem roku) pribaviti sva ovlašćenja potrebna prema bilo kom merodavnom zakonu kako bi se ispunile obaveze po osnovu Dokumentata o transakciji ili da bi se obezbedila legalnost, validnost, primenjivost i prihvatljivost kao dokaza Dokumentata o transakcijama (i dostaviti overene primerke Agentu); i uključujući u odnosu na Zajmoprimca bilo koje neophodno ovlašćenje, ukoliko je potrebno, kako bi se obezbedilo da Zajmoprimac može u potpunosti raspolagati Rezervama za potrebe izvršavanja obaveza po osnovu Dokumentata o finansiranju;
- (b) obezbediti da svi iznosi koji dospevaju na osnovu Dokumentata o transakcijama u svakoj kalendarskoj godini budu obuhvaćeni Zakonom o budžetu Republike Srbije za datu kalendarsku godinu.

20.2 Usklađenost sa zakonima

- (a) Zajmoprimac će postupati po svim aspektima u skladu sa svim zakonima kojima podleže (i osiguraće da MGSI i Naručilac/Investitor to isto učine), ukoliko bi nepostupanje materijalno umanjilo njegovu sposobnost da izvršava svoje obaveze po osnovu Dokumentata o finansiranju.
- (b) Zajmoprimac će održati važećim i sprovoditi politike i procedure koncipirane tako da obezbede usklađenost Zajmoprimca, MGSI i Naručioca/Investitora i njegovih relevantnih ministara, zvaničnika, predstavnika, direktora, službenika i agenata sa zakonima o sprečavanju korupcije (i osiguraće da MGSI i Naručilac/Investitor to isto učine).

20.3 MMF

Zajmoprimac će u svakom trenutku ispunjavati svoje obaveze koje proističu iz članstva u MMF-u i IBRD-u (ili pravnim naslednicima MMF-a ili IBRD-a).

20.4 Negativna zaloga

U ovoj Klauzuli 20.4 "**Kvazi-obezbeđenje**" označava aranžman ili transakciju opisanu u daljem tekstu u stavu (c) ispod

- (a) Zajmoprimac neće dodeliti ili dozvoliti bilo kom državnom organu uspostavljanje i obezbediće da ne bude dodeljeno niti dozvoljeno uspostavljanje bilo kog Obezbeđenja nad Javnom imovinom, sadašnjom ili budućom, u cilju obezbeđivanja namirenja Spoljne finansijske zaduženosti Zajmoprimca, osim ako on ili njegove agencije (ako je primenjivo) istovremeno i prethodno ne obezbede Kredite jednakim i merljivim takvim Obezbeđenjem ili obezbede drugi aranžman (bez obzira da li sadrži Obezbeđenje) zadovoljavajuć za Agenta.
- (b) Zajmoprimac će obezbediti da niti on niti MGSI ili Naručilac/Investitor, niti bilo koja državna institucija:
- (i) neće uspostaviti niti dozvoliti uspostavljanje bilo koje vrste Obezbeđenja ili Kvazi-obezbeđenja nad bilo kojom imovinom koja čini deo Projekta ili nad bilo kojim pravom MGSI ili Naručioca/Investitora u skladu sa Ugovorom o projektovanjem i izgradnji; ili
 - (ii) ne prodaju, prenesu ili na drugi način otuđe bilo koju imovinu koja čini deo Projekta ili bilo koje pravo MGSI ili Naručioca/Investitora u skladu sa Ugovorom o projektovanju i izgradnji.
- (c) Zajmoprimac će obezbediti da niti on niti bilo koja državna institucija:
- (i) ne proda, prenese ili na drugi način otuđi bilo koju svoju imovinu pri čemu ta imovina jeste ili može biti data u zakup ili ponovo kupljena od strane Zajmoprimca ili bilo koje druge državne institucije;
 - (ii) ne preda, prenese ili na drugi način otuđi bilo koje od svojih potraživanja;
 - (iii) stupi u aranžman prema kome se novac ili korist banke ili drugog računa mogu primeniti, podmiriti ili podvrgnuti kombinaciji računa; ili
 - (iv) stupi u bilo koji drugi povlašćeni aranžman koji ima sličan učinak,
- u okolnostima u kojima se aranžman ili transakcija sklapaju prvenstveno kao metod povećanja Spoljne finansijske zaduženosti.
- (d) Gore navedeni stavovi (a) i (c) ne primenjuju se na dole navedena Obezbeđenja ili (ako je takav slučaj) Kvazi-obezbeđenja:
- (i) bilo koji aranžman o poravnanju ili kompenzaciji koji je sklopio Zajmoprimac ili njegove državne institucije u redovnom postupku bankarskih aranžmana za potrebe poravnanja duga i potražnog salda;

- (ii) bilo koji aranžman plaćanja, poravnanja ili kompenzaciji u skladu sa bilo kojom „*hedging*“ transakcijom koju je sklopio Zajmoprimac ili bilo koja njegova državna institucija u svrhu:
 - (A) zaštite od bilo kog rizika kojem je izložena bilo koja državna institucija u svom redovnom postupku trgovanja; ili
 - (B) kamatne stope ili poslova upravljanja valutom koji se vode u redovnom postupku poslovanja i isključivo u nespekulativne svrhe,

u svakom slučaju isključujući bilo koje Obezbeđenje ili Kvazi-obezbeđenje po kreditnom aranžmanu vezanom za „*hedging*“ transakciju;
- (iii) bilo koju zakonsku zalogu;
- (iv) bilo koje Obezbeđenje ili Kvazi-obezbeđenje imovine sklopljeno isključivo radi finansiranja kupovine ili izgradnje date imovine;
- (v) bilo koje postojeće Obezbeđenje ili Kvazi-obezbeđenje imovine u trenutku kupovine;
- (vi) bilo koje obnove ili produženja bilo kog Obezbeđenja ili Kvazi-obezbeđenja opisanog u gore navedenim stavovima (i) - (v), pod uslovom da se glavnica obezbeđenog Spoljnog finansijskog zaduženja ne povećava i da je ta obnova ili produženje ograničena na prvobitno obezbeđenu imovinu; i
- (vii) pored Obezbeđenja ili Kvazi-obezbeđenja opisanih u gore navedenim stavovima (i)-(vi), Obezbeđenje Javne imovine bilo koje kalendarske godine čija je tržišna vrednost 1.000.000 EUR (ukupno) ili protivvrednost u drugim valutama.

20.5 Otuđenje

Zajmoprimac neće preneti ili dozvoliti prenos bilo koje javne imovine bilo kojoj posebnoj agenciji, državnoj instituciji ili drugom pravnom licu koje direktno ili indirektno kontroliše Zajmoprimac ili bilo koja od njegovih agencija (i) radi izbegavanja Negativne zaloge iz Klauzule 20.4 (*Negativna zaloga*) ili (ii) ako bi prenos umanjio njegovu sposobnost ili sposobnost MGSI ili Naručioca/Investitora da izvršava svoje obaveze prema Dokumentima o transakcijama, osim:

- (a) otuđenja u redovnom toku trgovanja;
- (b) otuđenja imovine (koje nije u redovnom toku trgovanja) za ukupna gotovinska plaćanja pod uslovom da se ta otuđenja ne odnose na imovinu koja je deo Projekta niti da na nju utiču niti na bilo koje pravo

MGSI, Naručioca/Investitora u skladu sa Ugovorom o projektovanju i izgradnji;

- (c) otuđenje imovine u zamenu za drugu imovinu uporedivu ili superiornu po vrsti, vrednosti ili kvalitetu;
- (d) otuđivanje novca prikupljenog ili pozajmljenog u svrhu za koju je prikupljen ili pozajmljen;
- (e) otuđenje uz prethodnu pismenu saglasnost Agenta; i
- (f) bilo koje drugo otuđenje u punoj vrednosti imovine, osim kada bi to otuđenje moglo imati (po mišljenju Većine Zajmodavaca) materijalno negativan uticaj.

20.6 Obaveze po pitanju životne sredine

Zajmoprimac će (i osiguraće da MGSI i Naručilac/Investitor, a u vezi sa Projektom i Izvođač, to isto učine):

- (a) poštovati sve Zakone o životnoj sredini;
- (b) dobiti i održati Dozvole koje se odnose na životnu sredinu i osigurati poštovanje svih zahteva u njima definisanih;
- (c) sprovesti procedure u cilju praćenja usklađenosti za Zakonom o životnoj sredini i sprečiti kršenje njegovih odredbi.

20.7 Primena Akcionog plana za životnu sredinu i socijalna pitanja (ESAP)

- (a) Zajmoprimac će:
 - (i) poštovati (i osiguraće da svaka druga strana, uključujući i MGSI, Naručioca/Investitora i Izvođača, to isto učine) sve materijalne aspekte koji se odnose na uslove, zahteve i odredbe definisane u Akcionom planu za životnu sredinu i socijalna pitanja (ESAP), u skladu sa rokovima i uzimajući u obzir sve relevantne zakone (uključujući i primenjive Zahteve koji se odnose na životnu sredinu i socijalna pitanja); i
 - (ii) saradivati i obezbediti svu neophodnu pomoć Konsultantu za životnu sredinu i socijalna pitanja tokom sprovođenja i evaluacije usklađenosti sa Akcionim planom za o životnu sredinu i socijalna pitanja (ESAP), a posebno tako što će Konsultantu za životnu sredinu i socijalna pitanja omogućiti tokom redovnog radnog vremena u Republici Srbiji i nakon što dostavi prethodno obaveštenje u razumnom roku, pristup svojoj imovini i prostorijama, kao i svim agentima, zaposlenima, predstavnicima i drugim licima, računovodstvenim izvodima, dokumentima, kompjuterskim programima i svim drugim podacima i informacijama koji

mogu biti neophodni za kontrolu onoga što je navedeno u Akcionom planu za životnu sredinu i socijalna pitanja (ESAP).

- (b) Zajmoprimac će (i učiniće da MGSI i Naručilac/Investitor učine isto) sprovesti odmah sve aktivnosti koje se traže Akcionim planu za životnu sredinu i socijalna pitanja (ESAP) ili u skladu sa obavezujućim preporukama koje je dao Konsultant za životnu sredinu i socijalna pitanja (uključujući i preporuke iz Izveštaja o praćenju stanja životne sredine i socijalnih pitanja), a u svakom slučaju u rokovima navedenim u Akcionom planu ili koje je odredio Konsultant za životnu sredinu i socijalna pitanja (ili, ukoliko rok nije utvrđen, u vremenskom periodu koje definiše Agent).
- (c) Ukoliko Zajmoprimac ne izvrši ili ne ispuni bilo koju od obaveza koje su predviđene u Klauzuli 20.6 (*Obaveze vezane za životnu sredinu*) i u ovoj Klauzuli 20.7, Zajmoprimac će (i učiniće da MGSI ili Naručilac/Investitor učine isto, ako je to primenjivo):
 - (i) odmah obavestiti Agenta; i
 - (ii) u roku od deset Radnih dana od dana kada je obavešten ili kada je saznao o takvom propustu u izvršavanju ili ispunjenju, dostaviće Korektivni akcioni plan, u kome se definišu mere u cilju otklanjanja, ispravljanja, ograničavanja, tretiranja, poboljšanja ili usklađivanja na drugi način relevantne okolnosti ili događaja koji je doveo do propusta u ispunjavanju ili izvršenju obaveza. Korektivni akcioni plan će naznačiti aktivnosti i rokove za njihovo sprovođenje, kao i ciljeve i kriterijume učinka koje treba postići kako bi se ispravio takav propust neispunjenja ili neizvršenja i Zajmoprimac će realizovati i obezbediće da Izvođač realizuje sve navedeno iz Korektivnog akcionog plana (uz sve izmene i dopune odobrene od strane Agenta koji postupa po instrukcijama Većinskih zajmodavaca).

20.8 Tužbe iz oblasti životne sredine

Zajmoprimac će odmah, a u svakom slučaju u roku od tri Radna dana od dana nakon što sazna, informisati Agenta u pisanoj formi (i učiniće da MGSI, Naručilac/Investitor i bilo koja Podružnica, ministar, zvaničnik, predstavnik, direktor, službenik, zaposleni, državni službenik i agent Zajmoprimca učine isto) o:

- (a) bilo kojoj tužbi iz oblasti životne sredine koja je protiv njega ili bilo koga od njih podignuta, u toku, ili pretili da bude podignuta; i
- (b) bilo kojoj činjenici ili okolnosti koja će verovatno rezultirati žalbom iz oblasti životne sredine koja je pokrenuta ili postoji opasnost da će biti pokrenuta protiv njega (ili bilo koga od njih).

20.9 Zakoni o sprečavanju korupcije i pranja novca

Zajmoprimac će uraditi sledeće (i učiniće da MGSI, Naručilac/Investitor i bilo koja Podružnica, ministar, zvaničnik, predstavnik, direktor, službenik, zaposleni, državni službenik ili agent Zajmoprimca učine isto):

- (a) poštovaće važeće Zakone o sprečavanju korupcije i pranja novca i sprovodiće svoje funkcije i aktivnosti u skladu sa njima; i
- (b) neće direktno niti indirektno koristiti sredstva Kreditnog aranžmana u bilo koju svrhu čime bi se prekršili Zakoni o sprečavanju korupcije i pranja novca;
- (c) održavaće politike i procedure koncipirane tako da promovišu i postignu usklađenost sa Zakonima o sprečavanju korupcije i pranja novca;
- (d) neće tražiti kredite, i neće koristiti i osiguraće da njegovi ministri, zvaničnici, predstavnici, službenici, zaposleni i agenti ne koriste sredstva bilo kog Kredita kako bi ponudili plaćanje, dali obećanje o plaćanju niti će dozvoliti plaćanje ili davanje novca ili bilo čega drugog vrednog bilo kom licu čime bi se kršili Zakoni o sprečavanju korupcije i pranja novca; i
- (e) neće, direktno ili indirektno, odobriti, nuditi, obećavati ili platiti bilo šta što ima vrednost, uključujući ali ne ograničavajući se na gotovinu, čekove, transfer novca, materijalne i nematerijalne poklone, usluge i druge troškove reprezentacije i putne troškove koji prevazilaze ono što se razumno i obično smatra umerenom skromnom vrednošću:
 - (i) direktoru, zvaničniku, zaposlenom ili agentu državne institucije, agencije ili organa;
 - (ii) direktoru, zvaničniku, zaposlenom ili agentu u kompaniji ili preduzeću koje je u potpunosti ili delimično u vlasništvu države ili kontrolisano od strane države;
 - (iii) političkoj partiji ili njenom zvaničniku, ili kandidatu na političku funkciju;
 - (iv) stranom državnim zvaničniku, ili
 - (v) bilo kom drugom licu,

znajući ili razumno smatrajući da će sav ili deo biti upotrebljen za:

- (A) uticanje na njene ili njegove radnje, odluke, ili odsustvo radnji u službenom postupanju;
- (B) navođenje bilo kog navedenog lica da koristi svoj uticaj u vladi ili drugoj instituciji kako bi uticao na radnje ili odluke te vlade ili institucije, ili

- (C) obezbeđivanje bespravne prednosti, kako bi se stekli ili zadržali poslovi ili njima upravljalo.

20.10 Sankcije

Zajmoprimac neće tražiti bilo kakvo Korišćenje sredstava, i neće koristiti i obezbediće da MGSI i Naručilac/Investitor, nadležni ministri, zvaničnici, predstavnici, direktori, službenici i agenti ne koriste sredstva (a) za potrebe finansiranja ili omogućavanja aktivnosti, poslova ili transakcija Sankcionisanog lica ili sa njim, niti na bilo kojoj Sankcionisanoj teritoriji, niti (b) na bilo koji način koji bi za rezultat imao kršenje Sankcija koje se primenjuju na tu stranu.

20.11 Osiguranje

Zajmoprimac će:

- (a) obezbediti da svaka roba i/ili usluge koje se isporučuju u okviru Ugovora o projektovanju i izgradnji budu osigurane na zadovoljstvo Agentu od rizika gubitka ili oštećenja u skladu sa uobičajenom komercijalnom praksom za slične ugovore do konačnog prihvatanja te robe i/ili usluge u okviru Ugovora o projektovanju i izgradnji; i
- (b) dostaviti Agentu (s vremena na vreme, na zahtev Agentu) dokaze da je to osiguranje sklopljeno i na snazi.

20.12 Rangiranje po principu *rari passu*

Zajmoprimac će obezbediti da se uvek sva neobezbeđena i nesubordinisana potraživanja Strane kreditnog aranžmana (ili neke od njih) po osnovu Dokumenta o finansiranju rangiraju minimum *pari passu* sa potraživanjima svih njegovih drugih neobezbeđenih i nesubordinisanih poverilaca, osim obaveza koje imaju prednost prema odredbama zakona čija primena je obavezujuća na datum ovog Ugovora i u slučaju Zajmoprimca, biće plativa iz javnih prihoda i drugih sredstava Zajmoprimca.

20.13 Obilasci terena

- (a) Na zahtev Sinasure, Zajmoprimac će obezbediti ili učiniti da MGSI ili Naručilac/Investitor obezbedi pristup Projektu i organizuje obilazak Sinasure ili njenom imenovanom predstavniku ili Konsultantu za životnu sredinu i socijalna pitanja:
- (i) u bilo kom trenutku tokom primene Korektivnog akcionog plana ili kada se dogodi i traje slučaj Neispunjenja obaveza; i
- (ii) za potrebe praćenja ispunjenja Obaveza u oblasti životne sredine i socijalnih pitanja (osim primene Korektivnog akcionog plana)
- (A) u slučaju Sinasure ili njenog imenovanog predstavnika najmanje jednom u dvanaest (12) meseci; i

- (B) u slučaju Konsultanta za životnu sredinu i socijalna pitanja, najmanje svaka 3 meseca tokom perioda koji prethodi Datumu završetka i 6 meseci tokom perioda nakon Datuma završetka do 24 meseca nakon Datuma završetka.
- (b) Zajmoprimac će obezbediti da Sinasure ili njen imenovani predstavnik i Konsultant za životnu sredinu i socijalna pitanja budu promptno i pravovremeno informisani o svakom sastanku nosilaca interesa ili fokus grupe ili drugim sastancima koji su deo procesa javnih konsultacija Zajmoprimca, MGSi i/ili Naručioca/Investitora a u vezi sa Projektom i da imaju pravo da im prisustvuju.
- (c) Dnevni red, opseg (u skladu sa gore navedenim stavom (a)) i vreme obilazaka utvrdiće Sinasure ili njen imenovani predstavnik ili Konsultant za životnu sredinu i socijalna pitanja, nakon konsultacija sa Zajmoprimcem.
- (d) Zajmoprimac će platiti sve razumne troškove i izdatke Sinasure i/ili njenog nominovanog predstavnika vezano za svaki obilazak. U meri u kojoj su Sinasure ili njen imenovani predstavnik prinuđeni direktno da plate troškove ili izdatke, Zajmoprimac će u roku od sedam Radnih dana od dana zahteva u pisanoj formi nadoknaditi te iznose Sinasure i/ili njenom imenovanom predstavniku.
- (e) U meri u kojoj je to izvodljivo, pre svakog obilaska od strane Sinasure ili njenog imenovanog predstavnika ili Konsultanta za životnu sredinu i socijalna pitanja:
- (i) Sinasure, njen imenovani predstavnik ili Konsultant za životnu sredinu i socijalna pitanja će Zajmoprimcu dostaviti detaljne informacije u pisanoj formi o pitanjima koja su predmet interesovanja Sinasure, njenog imenovanog predstavnika ili Konsultanta za životnu sredinu i socijalna pitanja tokom predloženog obilaska kako bi pomogli Zajmoprimcu da organizuje obilazak; i
- (ii) Zajmoprimac će Sinasure, njenom nominovanom predstavniku ili Konsultantu za životnu sredinu i socijalna pitanja obezbediti ažurne informacije o pitanjima koja Sinasure, njen imenovani predstavnik ili Konsultant za životnu sredinu i socijalna pitanja mogu tražiti.
- (f) Nakon svakog obilaska Sinasure ili njenog imenovanog predstavnika ili Konsultanta za životnu sredinu i socijalna pitanja, Zajmoprimac će naknadno dostaviti izveštaje ili informacije koje Sinasure njen imenovani predstavnik ili Konsultant za životnu sredinu i socijalna pitanja može tražiti.

20.14 Obaveze evidentiranja i izveštavanja

- (a) Zajmoprimac će odmah nakon Inicijalnog korišćenja registrovati relevantne detaljne podatke ovog Ugovora u evidenciji javnog duga pri Upravi za javni dug pri Ministarstvu finansija Republike Srbije.
- (b) Zajmoprimac će poštovati sve obaveze vezane za izveštavanje NBS u vezi sa ovim Ugovorom u skladu sa Zakonom o deviznom poslovanju, Službeni glasnik Republike Srbije br. 62/2006, 31/2011, 119/2012, 139/2014 i 30/2018) i propisima o njegovom sprovođenju, ili drugim propisima i podzakonskim aktima koji mogu dopuniti, izmeniti ili zameniti gore navedeno, uključujući ali ne ograničavajući se na obavezu propisnog izveštavanja NBS-a (kao i plaćanja naknade za izveštavanje): (i) o ovom Ugovoru i svim njegovim izmenama i dopunama; (ii) svim promenama Zajmodavaca; i (iii) svim Korišćenjima sredstava i svakoj otplati ili prevremenoj otplati u skladu sa ovim Ugovorom.

20.15 Budžet i ograničenja

- (a) Zajmoprimac će uključiti sve dospele i plative iznose ili iznose koji dospevaju i koji se plaćaju Stranama kreditnog aranžmana prema Dokumentima o finansiranju tokom jedne kalendarske godine u svoj godišnji zakon o finansiranju i svoje budžetske izveštaje ili druge finansijske planove za tu kalendarsku godinu i osiguraće da ni u jednom trenutku neće biti ograničenja sposobnosti Zajmoprimca da ispunjava svoje obaveze iz Dokumenta o finansiranju.
- (b) Zajmoprimac će zadržati sredstva potrebna za otplatu svih svojih obaveza iz Dokumenta o finansiranju predviđenih Zakonom o budžetu Republike Srbije za 2021. godinu (Službeni glasnik Republike Srbije, br. 149/2020, 40/2021 i 100/2021).
- (c) Zajmoprimac će osigurati da, u svakom trenutku, njegova zaduženja i garancije ostanu u okvirima datim od strane MMF-a, Svetske banke i relevantnih međunarodnih sporazuma.

20.16 Polisa Sinosure

- (a) Zajmoprimac će promptno ispuniti sve zahteve bilo koje Strane kreditnog aranžmana koja proističe iz zahteva Sinosure ka toj Strani kreditnog aranžmana ili Zajmoprimcu prema ili u skladu sa Polisom Sinosure ili koji su potrebni kako bi se osiguralo da Polisa Sinosure ostane pravosnažna i važeća.
- (b) Zajmoprimac je saglasan da će u slučaju da Agent obavesti Zajmoprimca da je podneo tužbu ili da namerava da podnese tužbu koja se odnosi na plaćanje u skladu sa Polisom Sinosure, on će:
 - (i) uložiti sve napore da pomogne u podnošenju tužbe na ime kompenzacije, odštete ili refundacije; i

- (ii) uložiti sve napore da saraduje u dobroj veri sa Agentom i/ili Sinosure u pogledu verifikacije potraživanja, podobnosti ili iznosa bilo kog takvog lica (uključujući ali ne ograničavajući se na obezbeđivanje dokaza, dokumentacije, informacija, potvrda i drugih dokaza koji se razumno mogu tražiti).

20.17 Poštovanje Ugovora o projektovanju i izgradnji

Zajmoprimac će učiniti sledeće (i obezbediti da MGSI i Naručilac/Investitor učine sledeće):

- (a) po svim materijalnim pitanjima će poštovati svoje obaveze prema Ugovoru o projektovanju i izgradnji, na način i u rokovima njime definisanim; i
- (b) neće otkazati ili pokazati nameru da otkáže Ugovor o projektovanju i izgradnji niti će izostaviti preduzimanje radnji što bi moglo prouzrokovati neispunjenje obaveza u smislu plaćanja ili drugih materijalnih obaveza prema Ugovoru o projektovanju i izgradnji.

21. SLUČAJ NEISPUNJENJA OBAVEZA

Svaki od događaja ili okolnosti koji su dati u ovoj Klauzuli 21 predstavlja Slučaj neispunjenja obaveza (osim Klauzule 21.14 (*Ubrzanje*)).

21.1 Neplaćanje

Zajmoprimac ne izvršava plaćanje iznosa na datum dospeća koji je plativ u skladu sa Dokumentom o finansiranju u mestu i u valuti u kojoj je izražen da treba da bude plativ, osim ukoliko:

- (a) je njegovo neplaćanje uzrokovano:
 - (i) administrativnom ili tehničkom greškom; ili
 - (ii) Prekidom rada; i
- (b) plaćanje se izvrši u roku od tri (3) Radna dana od datuma dospeća.

21.2 Druge obaveze

- (a) Zajmoprimac ne postupa u skladu sa odredbama Dokumenta o finansiranju (osim onih iz Klauzule 21.1 (*Neplaćanje*)).
- (b) Ni jedno Neispunjenje obaveza navedeno u Klauzuli 21.2(a) neće se desiti ako je propust u ispunjenju rešiv i to u roku od deset (10) Radnih dana od događaja koji se ranije desi: (i) Agent je obavestio Zajmoprimca i (ii) Zajmoprimac je postao svestan nepostupanja.

21.3 Netačne izjave

Bilo koja tvrdnja ili izjava 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.

21.4 Zajednička odgovornost kod Neispunjenja obaveza

- (a) Svaka Eksterna finansijska zaduženost Zajmoprimca koja nije plaćena kada je dospela ili tokom prvobitno primenjivog grejs perioda.
- (b) Kao rezultat neispunjenja obaveza (kako god da je opisano), sva Finansijska zaduženja Zajmoprimca ili druge državne institucije se:
 - (i) proglašavaju dospelim ili na drugi način postaju dospela pre navedenog dospeća; ili
 - (ii) proglašavaju plativim.
- (c) Bilo koja angažovana sredstva za Eksternu finansijsku zaduženost Zajmoprimca su otkazana ili suspendovana od strane poverioca Zajmoprimca kao rezultat neispunjenja obaveza (kako god da je opisano).
- (d) Bilo koji poverilac Zajmoprimca ima pravo da proglasi bilo koje Eksterno finansijsko dugovanje Zajmoprimca otkazano ili suspendovano pre određenog roka dospeća kao rezultat neispunjenja obaveza (kako god da je opisano).
- (e) Neispunjenje obaveza neće nastupiti u skladu sa ovom Klauzulom 21.4 ukoliko ukupan iznos Eksterne finansijske zaduženosti ili angažovanih sredstava za Eksternu finansijsku zaduženost navedene u Klauzulama 21.4(a) do 21.4.(d) ne premašuje iznos od 50.000.000 evra (ili njegovu protivvrednost u bilo kojoj valuti ili valutama koje je Agent utvrdio).

21.5 Moratorijum

Moratorijum se proglašava ili *de facto* stupa na snagu na plaćanje Eksterne finansijske zaduženosti Zajmoprimca ili Zajmoprimac započne pregovore sa bilo kojom ili više Poverilaca Eksterne finansijske zaduženosti u cilju opšteg usklađivanja ili restrukturiranja obaveza.

21.6 Postupak poverilaca

Svaka eksproprijacija, obustava, sekvestracija, zaplena ili izvršenje ili sličan postupak u bilo kojoj jurisdikciji koja utiče na imovinu ili imovine Zajmoprimca, MGSI, Naručioca/Investitora ili bilo koje državne institucije čija je ukupna vrednost 5.000.000 EUR i koja nije oslobođena u roku od 30 dana.

21.7 **Nezakonitost i nevaženje**

- (a) Ako jeste ili postane nezakonito da Zajmoprimac, MGSI ili Naručilac/Investitor izvršava svoje obaveze po osnovu Dokumenta o transakcijama.
- (b) Ako bilo koja obaveza ili obaveze Zajmoprimca po osnovu Dokumentu 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 bude pravosnažan i važeći ili strana (osim Strane kreditnog aranžmana) tvrdi da je nevažeći.

21.8 **MMF**

Zajmoprimac prestaje da bude član ili prestaje da bude kvalifikovan da koristi sredstva MMF-a ili iz bilo kog razloga nije u mogućnosti da povuče ili koristi raspoloživa sredstva iz bilo kog MMF-ovog programa finansiranja ili je bilo koji takav program otkazan ili suspendovan.

21.9 **Opoziv**

Zajmoprimac, MGSI ili Naručilac/Investitor opozivaju Dokument o transakciji ili pokazuju nameru da opozovu Dokument o transakciji.

21.10 **Devizne kontrole**

Događaj ili serija događaja koji se dogode i ograničavaju kupovinu ili transfer strane valute od strane Zajmodavca i takav događaj ili događaji imaju uticaj ili je razumno očekivati da imaju uticaj na sposobnost Zajmoprimca da ispunjava svoje obaveze po bilo kom Dokumentu o finansiranju.

21.11 **Konvertibilnost/prenosivost**

Svaki zakon o deviznom poslovanju koji se menja, donosi ili usvaja u Republici Srbiji ili je verovatno da će se menjati, donositi ili usvajati u Republici Srbiji koji (prema razumnom mišljenju Većinskih zajmodavaca):

- (a) ima ili se može očekivati da će imati uticaja u smislu materijalne zabrane, ograničavanja ili odlaganja plaćanja koje Zajmoprimac treba da izvrši u skladu sa uslovima definisanim u Dokumentima o finansiranju; ili
- (b) materijalno negativno utiče na interese Strana u finansiranju koji proističu ili su vezani sa Dokumentima o finansiranju.

21.12 **Tužbe vezane za životnu sredinu**

Bilo koja tužba koja je vazana za životnu sredinu i koja je pokrenuta protiv Zajmoprimca, MGSI, Izvođača ili Naručioca/Investitora a u vezi sa Projektom.

21.13 **Materijalne negativne promene**

Bilo koja okolnost do koje dođe a koja po mišljenju Zajmodavca daje razuman osnov za verovanje da je došlo do Materijalno negativne promene.

21.14 **Ubrzavanje**

U bilo kom trenutku nakon nastanka Slučaja neispunjenja obaveze koji traje Agent može, i hoće ukoliko mu tako nalože Većinski zajmodavci, dostavljanjem obaveštenja Zajmoprimcu:

- (a) otkazati Ukupna angažovana sredstva ili njihov deo 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 Dokumentata 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.

22. **SUBROGACIJA**

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

ODELJAK 9 PROMENA STRANA

23. PROMENE ZAJMODAVACA

23.1 Ustupanja i prenosi od strane Zajmodavaca

U skladu sa ovom Klauzulom 23, Zajmodavac ("**Postojeći zajmodavac**") može:

- (a) ustupiti svoja prava; ili
- (b) preneti novacijom bilo koje svoje pravo ili obavezu

po osnovu Dokumenta o finansiranju na:

- (i) Sinosure;
- (ii) drugu banku ili finansijsku instituciju ili trust, fond ili drugu instituciju koja se redovno bavi ili je osnovana za davanje, kupovinu i investiranje u zajmove, obveznice ili drugu finansijsku imovinu; ili
- (iii) Podružnicu postojećeg Zajmodavca,

("Novi Zajmodavac") **pod uslovom da je**, u slučaju gore navedene tačke (ii) ili (iii), postojeći Zajmodavac od Sinosure dobio prethodno odobrenje u pisanoj formi takvog prenosa ili transfera).

23.2 Uslovi ustupanja ili prenosa

- (a) Ustupanje će biti jedino važeće kada:
 - (i) Agent primi (u Ugovoru o ustupanju ili drugačije) pismenu potvrdu od Novog zajmodavca (u formi i sadržaja koje Agent smatra zadovoljavajućim) da će Novi zajmodavac preuzeti iste obaveze prema drugim Stranama kreditnog aranžmana koje bi imao da je Prvobitni zajmodavac; i
 - (ii) Agent izvrši provere uključujući i proveru „upoznaj svog Klijenta" ili druge slične provere u skladu sa svim važećim zakonima i propisima vezanim za dato ustupanje Novom zajmodavcu, o čijem izvršenju će Agent odmah obavestiti Postojećeg zajmodavca i Novog zajmodavca.
- (b) Prenos će biti važeći samo ukoliko su procedure date u Klauzuli 23.5 (*Procedure za prenos*) ispoštovane.
- (c) Ako:

- (i) Zajmodavac ustupi ili prenese neko od svojih prava ili obaveza u vezi sa Finansijskim dokumentima ili izmenama u Kancelariji Aranžmana; i
- (ii) kao rezultat postojećih okolnosti na datum ustupanja, prenosa ili nastanka izmena, Zajmoprimac bude u obavezi da izvrši plaćanje Novom Zajmodavcu ili Zajmodavcu koji deluje preko nove Kancelarije Aranžmana u skladu sa Klauzulom 13 (*Bruto porez i refundacija*) ili Klauzule 14 (*Povećani troškovi*),

tada će Novi Zajmodavac ili Zajmodavac koji deluje preko nove Kancelarije Aranžmana biti ovlašćen da primi plaćanje u skladu sa tim Klauzulama u istom iznosu kao što bi i Postojeći Zajmodavac ili Zajmodavac koji deluje preko prethodne Kancelarije Aranžmana bili, da nije došlo do ustupanja, prenosa ili izmene. Klauzula 23.2 (c) se neće primenjivati na ustupanje ili prenos do koga je došlo u redovnom toku primarnog sindiciranja Kredita ili transferom ili prenosom na Sinasure.

- (d) Svaki Novi zajmodavac, potpisivanjem relevantne Potvrde o prenosu ili Ugovora o ustupanju, potvrđuje, u cilju izbegavanja sumnje, da Agent ima ovlašćenje da potpiše u njegovo ime bilo koju izmenu ili odricanje koje je odobreno od strane ili u ime Zajmodavca ili Zajmodavaca koji vrše ustupanje ili prenos u skladu sa ovim Ugovorom na ili pre datuma kada prenos ili ustupanje postane pravosnažno u skladu sa ovim Ugovorom i da je ta odluka obavezujuća u istoj meri kao što bi bila za Postojećeg zajmodavca da je ostao Zajmodavac.

23.3 Naknada za ustupanje ili prenos

Osim u slučaju transfera ili prenosa Sinasure, Novi Zajmodavac će, na datum od kojeg ustupanje ili prenos stupa na snagu ili ranije, platiti Agentu (u svoje ime) naknadu u iznosu od 5.000 EUR.

23.4 Ograničenje odgovornosti Postojećih zajmodavaca

- (a) Osim ako je izričito dogovoreno suprotno, Postojeći zajmodavac ne tvrdi niti garantuje niti preuzima odgovornost za Novog zajmodavca za:
 - (i) zakonitost, validnost, efektivnost, adekvatnost i izvršnost Dokumentata o finansiranju, Polise Sinasure niti bilo kojih drugih dokumenata;
 - (ii) finansijsko stanje Zajmoprimca ili Sinasure;
 - (iii) izvršavanja i poštovanje obaveza Zajmoprimca po osnovu Dokumentata o finansiranju ili drugih dokumenata;

- (iv) izvršavanja i poštovanje obaveza Sinasure u skladu sa Polisom Sinasure; ili
- (v) tačnost tvrdnji (bilo pismenih ili usmenih) datih u Dokumentu o finansiranju, Polisi Sinasure ili drugim dokumentima ili u vezi sa njima,

a tvrdnje i garancije implicirane zakonom se isključuju.

- (b) Svaki Novi zajmodavac potvrđuje Postojećem zajmodavcu i drugim Stranama kreditnog aranžmana:
 - (i) da je izvršio (i da će nastaviti da izvršava) svoje nezavisne analize i procene finansijskog stanja i poslovanja Zajmoprimca i njegovih povezanih subjekata u vezi sa njegovim učešćem u ovom Ugovoru i da se nije oslanjao isključivo na informacije koje je dobio od Postojećeg zajmodavca u vezi sa bilo kojim Dokumentom o transakciji; i
 - (ii) da će nastaviti da vrši svoje nezavisne ocene boniteta svakog Dužnika i njegovih povezanih subjekata sve dok neki iznos jeste ili može biti neizmiren po osnovu Dokumenta o finansiranju ili bilo koja Angažovana sredstva na snazi.
- (c) Ništa iz bilo kog Dokumenta o finansiranju ne obavezuje Postojećeg zajmodavca da:
 - (i) prihvati ponovni prenos sa Novog zajmodavca bilo kojih prava i obaveza ustupljenih ili prenetih u skladu sa ovom Klauzulom 23; ili
 - (ii) podrži gubitke koji direktno ili indirektno nastanu za Novog zajmodavca zbog Zajmoprimčevog neizvršenja obaveza po Dokumentima o finansiranju ili drugom osnovu.

23.5 Postupak prenosa

- (a) Shodno uslovima datim u Klauzuli 23.2 (*Uslovi ustupanja ili prenosa*) prenos se vrši u skladu sa Klauzulom 23.5 (c) kada Agent potpiše propisno popunjenu Potvrdu o prenosu koju mu dostave Postojeći zajmodavac i Novi zajmodavac. U skladu sa Klauzulom 23.5(b), Agent će, čim to bude bilo moguće, a nakon prijema propisno popunjene Potvrde o transferu kojom se potvrđuje da su očigledno ispoštovane odredbe ovog Ugovora i da je dostavljen u skladu sa odredbama ovog Ugovora, potpisati 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 „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) U skladu sa Klauzulom 23.9 (*Proporcionalno plaćanje kamate*), 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 razlikuju od Oslobođanja 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, 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, Aranžer i Postojeći zajmodavac budu međusobno oslobođeni daljih obaveza prema Dokumentima o finansiranju; i
 - (iv) Novi zajmodavac postaje Strana kao "Zajmodavac".

23.6 Postupak ustupanja

- (a) Shodno uslovima datim u Klauzuli 23.2 (*Uslovi ustupanja ili prenosa*) ustupanje se realizuje u skladu sa Klauzulom 23.6 (c) kada Agent potpiše ili na drugi način propisno popuni Ugovor o ustupanju koju mu dostave Postojeći zajmodavac i Novi zajmodavac. Agent će, u skladu sa Klauzulom 23.6 (b) čim bude razumno izvodljivo pošto primi propisno popunjen Ugovor o ustupanju koji je očigledno usklađen sa uslovima ovog Ugovora i dostavljen u skladu sa uslovima ovog Ugovora, potpisati taj Ugovor o ustupanju.
- (b) Agent će biti u obavezi da potpiše Ugovor 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) Shodno Klauzuli 23.9 (*Proporcionalno plaćanje kamate*), 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 oslobađa 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 23.6 za ustupanje svojih prava po osnovu Dokumenta o finansiranju (ali ne bez odobrenja Zajmoprimca ili pod uslovom da su u skladu sa Klauzulom 23.5 (*Procedura za prenos*), kako bi dobili oslobađanje Zajmoprimca od obaveza koje Zajmodavci imaju prema Zajmoprimcu i preuzimanje ekvivalentnih obaveza od strane Novog zajmodavca) pod uslovom da su u skladu sa uslovima definisanim u Klauzuli 23.2 (*Uslovi ustupanja ili prenosa*).

23.7 **Primerak Potvrde o prenosu ili Ugovora o ustupanju za Zajmoprimca i NBS**

- (a) Agent će, čim bude praktično izvodljivo nakon što potpiše Potvrdu o prenosu ili Ugovor o ustupanju, poslati Zajmoprimcu primerak te Potvrde o prenosu ili Ugovora o ustupanju.
- (b) Zajmoprimac će, čim bude izvodljivo nakon što je primio primerak Potvrde o prenosu ili Ugovora o ustupanju dostaviti NBS-u dokumenta i druge informacije koje NBS može da traži za potrebe izveštavanja o promeni Zajmodavca.

23.8 **Obezbeđenje na pravima Zajmodavaca**

- (a) U skladu sa dole navedenom tačkom (b), pored drugih prava datih Zajmodavcima u skladu sa ovom Klauzulom 23, svaki Zajmodavac može bez savetovanja sa Zajmoprimcem ili bez njegove saglasnosti, u svakom trenutku založiti, 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 ili Polisi Sinasure, ako je primenjivo, na Sinasure, federalne rezerve, centralnu banku, subjekt zadužen za sekjuritizaciju, trust ili fond ili bilo koje lice kome taj zajmodavac može ustupiti ili preneti svoja prava i/ili obaveze u skladu sa Dokumentom o finansiranju kako bi obezbedio obaveze tog Zajmodavca uključujući, ali ne ograničavajući se na:
 - (i) svaku zalogu, ustupanje ili drugi teret radi obezbeđenja obaveza prema Sinasure, federalnim rezervama ili centralnoj banci; i
 - (ii) svaku zalogu, ustupanje ili drugo Obezbeđenje odobreno imaočima (ili povereniku ili predstavniku imalaca) obaveza ili izdatih hartija od vrednosti od strane tog Zajmodavca kao obezbeđenje za te obaveze ili hartije od vrednosti,

osim što takva zaloga, ustupanje ili Obezbeđenje neće:

- (A) osloboditi Zajmodavca od bilo koje njegove obaveze po Dokumentima o finansiranju ili zameniti korisnika relevantnog opterećenja, ustupanja ili tereta 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 po Dokumentima o finansiranju.
- (b) Svaki Zajmodavac koji želi da založi, ustupi ili na drugi način uspostavi Obezbeđenje (kao kolateral ili na drugi način) na svim ili nekim od svojih prava mora imati saglasnost Sinosure u pisanoj formi u skladu sa Dokumentom o finansiranju u cilju obezbeđivanja obaveza tog Zajmodavca.

23.9 Proporcionalno plaćanje kamate

- (a) Ako je Agent obavestio Zajmodavce da može proporcionalno da raspodeli plaćanje kamata postojećim Zajmodavcima i Novim zajmodavcima koji su tada postali zajmodavci (u vezi sa bilo kakvim prenosom u skladu sa Klauzulom 23.5 (*Postupak prenosa*) ili bilo kakvim ustupanjem u skladu sa Klauzulom 23.6 (*Postupak ustupanja*) čiji Datum prenosa u svakom slučaju nastupa nakon datuma takvih obaveštenja i nije poslednji dan Kamatnog perioda):
- (i) svaka kamata ili naknada u vezi sa relevantnim učešćem za koju je navedeno da se obračunava u odnosu na protok vremena i dalje će se obračunavati u korist Postojećeg zajmodavca sve do, ali ne uključujući Datum prenosa ("Obračunati iznos") i dospeva i postaje plativa Postojećem zajmodavcu (bez dodatnih kamata na njih) poslednjeg dana trenutnog Kamatnog perioda; i
 - (ii) kako bi se otklonila svaka sumnja, prava koja je ustupio ili preneo Postojeći zajmodavac ne obuhvataju pravo na Obračunate iznose tako da:
 - (A) kada Obračunati iznosi postanu plativi, ti Obračunati iznosi se plaćaju Postojećem zajmodavcu; i
 - (B) iznos plativ Novom zajmodavcu na taj datum biće iznos koji bi bio plativ na taj datum da se primenjuje Klauzula 23.9, ali nakon odbitka Obračunatih iznosa.
- (b) U ovoj Klauzuli 23.9 upućivanja na "Kamatni period" tumače se tako da obuhvataju upućivanje na bilo koji drugi period za obračun naknada.

- (c) Postojeći Zajmodavac, koji zadržava pravo na Obračunati iznos u skladu sa Klauzulom 23.9, ali nema Angažovana sredstava, smatraće se da nije Zajmodavac za potrebe utvrđivanja da li je dobijeno odobrenje bilo koje posebne grupe Zajmodavaca kojim se odobrava bilo koji zahtev za davanje saglasnost, odricanje, izmene i dopune ili druge odluke Zajmodavaca u skladu sa Dokumentima o finansiranju.

24. **PROMENA ZAJMOPRIMCA**

24.1 **Ustupanje i prenos Zajmoprimca**

Zajmoprimac ne može ustupiti svoja prava niti preneti svoja prava ili obaveze koje proističu iz Dokumentata o finansiranju.

ODELJAK 10
STRANE KREDITNOG ARANŽMANA

25. ULOGA AGENTA I ARANŽERA

25.1 Imenovanje Agenta

- (a) Aranžer i Zajmodavci će imenovati Agentu koji će postupati kao njihov zastupnik po i u vezi sa Dokumentima o finansiranju i Polisom Sinasure.
- (b) Aranžer i Zajmodavci će ovlastiti 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 i Polisom Sinasure, kao i bilo koja druga povezana prava, ovlašćenja i diskreciona prava.

25.2 Instrukcije

- (a) Agent će:
 - (i) ostvarivati ili se suzdržati od ostvarivanja svakog prava, ovlašćenja ili diskrecionog prava koja mu pripadaju kao Agentu u skladu sa instrukcijama dobijenim od Sinasure ili u skladu sa odredbama Polise Sinasure, kao i onim koje su mu dali:
 - (A) svi Zajmodavci, ako merodavni Dokument o finansiranju propisuje da je predmet podložen odluci svih Zajmodavaca; i
 - (B) u svim drugim slučajevima, Većinski zajmodavci; i
 - (ii) neće biti odgovoran za bilo koju radnju (ili propust) ako postupa (ili se suzdrži od postupanja) u skladu sa Klauzulom 25.2(a)(i).
- (b) Agent će biti ovlašćen od Većinskih zajmodavaca (ili, ako merodavni Dokument o finansiranju propisuje da je predmet podložen 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 bi, i na koji način, 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 ako nije drugačije definisano u Polisi Sinasure, svaka instrukcija data Agentu od strane Sinasure poništiće bilo koju protivrečnu instrukciju koju je dala bilo koja Strana i biće obavezujuća za sve Strane kreditnog aranžmana.
- (d) U nedostatku instrukcija datih od strane Sinasure, 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 je drugačije definisano u Dokumentu o finansiranju ili Polisi Sinasure, sve instrukcije koje Većinski zajmodavci daju Agentu poništiće sve suprotne instrukcije koje su dale bilo koje druge Strane i biće obavezujuće za sve Strane kreditnog aranžmana.

- (e) Agent se može suzdržati od postupanja u skladu sa bilo kojom instrukcijom Sinasure ili bilo kog Zajmodavca ili grupe Zajmodavaca do prijema odštete i/ili obezbeđenja što može da traži po svom diskrecionom pravu (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.
- (f) U nedostatku instrukcija, Agent može, delujući razumno, postupati (ili se suzdržati od postupanja) onako kako smatra da je u najboljem interesu Zajmodavaca.
- (g) 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 ili Polisu Sinasure.
- (h) Svaki Zajmodavac ovlašćuje Agenta da sprovodi sve instrukcije koje dobije od Sinasure koje su u skladu sa uslovima i odredbama Polise Sinasure.
- (i) Svaki Zajmodavac saglasan je da svaki propust Agenta da sprovede instrukciju datu u skladu sa gore navedenim stavom (h) ili u skladu sa uslovima i odredbama Polise Sinasure, može dovesti do prestanka pokrića Polise.

25.3 Obaveze Agenta

- (a) Obaveze Agenta prema Dokumentima o finansiranju i Polisi Sinasure su isključivo tehničke i administrativne prirode.
- (b) U skladu sa stavom (d), Agent će promptno proslediti Strani original ili kopiju bilo kog dokumenta koji je Agentu dostavljen za tu Stranu od bilo koje druge Strane.
- (c) Agent će promptno proslediti Zajmodavcima primerak bilo koje instrukcije koju je izdala Sinasure i detalje aktivnosti koje je preuzela ili čije preduzimanje predlaže na osnovu tih instrukcija.
- (d) Ne dovodeći u pitanje odredbe Klauzule 23.7 (*Obaveza dostavljanja primerka Potvrde o prenosu ili Ugovora o ustupanju Zajmoprimcu*), gore navedeni stav (b) neće se primenjivati na bilo koju Potvrdu o prenosu ili na bilo koji Ugovor o ustupanju.

- (e) Osim u slučajevima kada je Dokumentom o finansiranju ili Polisom Sinosure izričito utvrđeno suprotno, Agent nije obavezan da pregleda ili proveri primerenost, tačnost ili potpunost bilo kog dokumenta koji prosledi drugoj Strani.
- (f) 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 i Sinosure.
- (g) Ukoliko Agent dođe do saznanja o neplaćanju bilo kog iznosa glavnice, kamate ili naknade koja je po ovom Ugovoru plativa prema Strani kreditnog aranžmana (izuzev Agentu ili Aranžeru), obavezan je da promptno obavesti ostale Strane kreditnog aranžmana i Sinosure.
- (h) Agent će imati samo one dužnosti, obaveze i odgovornosti koje su jasno navedene u Dokumentima o finansiranju i Polisi Sinosure u kojima se navodi da je strana (i nikakve druge se neće podrazumevati).
- (i) Ako Agent ima saznanja o potpunom ili delimičnom povlačenju, suspenziji, ukidanju ili otkazivanju Polise Sinosure, ili o tome da Polisa na drugi način više nije pravosnažna, važeća i obavezujuća, o tome će promptno obavestiti Zajmoprimca.

25.4 Uloga Aranžera

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 Dokumentom o finansiranju.

25.5 Bez fiducijarnih obaveza

- (a) Bilo kojim Dokumentom o finansiranju ili Polisom Sinosure, 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

25.6 Poslovanje sa Zajmoprimcem

Agent i Aranžer zajma mogu primati depozite, davati pozajmice u novcu i uopšteno obavljati bilo koju vrstu bankarskog ili drugog poslovanja sa Zajmoprimcem.

25.7 Prava i diskreciona ovlašćenja

- (a) Ne dovodeći u pitanje bilo koje odredbe Polise Sinosure, 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 sa odredbama Dokumentata o finansiranju; i
 - (B) da 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, na osnovu čega se u slučaju gore navedene Klauzule 25.7(a)(iii)(A) može pretpostaviti da postoje dovoljni dokazi da je takva potvrda istinita i tačna.
 - (C) obavesti Sinosure o povećanju i materijalnoj promeni u pokriću osiguranja od rizika predviđenom Polisom Sinosure u meri u kojoj se to zahteva uslovima Polise Sinosure ili kako bi se obezbedio nastavak validnosti Polise Sinosure (Agent će obavestiti Sinosure ukoliko dobije takve instrukcije od Većinskih zajmodavaca).
- (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 Klauzuli 21.1 (*Neplaćanje*));
 - (ii) nijedno pravo, ovlašćenje ili diskreciono pravo koje ima bilo koja Strana ili grupa Zajmodavaca nije iskorišćeno.
- (c) Agent može angažovati i platiti savet ili usluge bilo kog advokata, računovođe, poreskog savetnika, procenitelja ili drugog stručnog savetnika.
- (d) Ne dovodeći u pitanje odredbe Klauzule 25.7(c) ili Klauzule 25.7(e), 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 potrebnim.
- (e) Agent se može pouzdati u savete ili usluge svih advokata, računovođa, poreskih savetnika, procenitelja ili drugih stručnih savetnika ili stručnjaka (bez obzira da li su dobijeni od Agentu ili bilo koje druge Strane) i neće biti odgovoran za bilo kakvu štetu, troškove ili gubitke

bilo koje osobe, bilo koje umanjene vrednosti ili odgovornosti uopšte koja bi proizašla iz takvog njegovog oslanjanja.

- (f) Agent može postupati u vezi s Dokumentima o finansiranju i Polisom Sinosure preko svog zvaničnika, zaposlenih i agenata.
- (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 u skladu sa ovim Ugovorom ili Polisom Sinosure.
- (h) Ne dovodeći u pitanje bilo koju drugu suprotnu odredbu bilo kog Dokumenta o finansiranju ili Polise Sinosure, ni Agent ni 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 obaveze poverljivosti.
- (i) Ne dovodeći u pitanje bilo koju drugu suprotnu odredbu bilo kog Dokumenta o finansiranju ili Polise Sinosure, Agent nije dužan da troši ili rizikuje vlastita sredstva ili na drugi način snosi bilo kakve finansijske obaveze u izvršenju svojih dužnosti, obaveza ili odgovornosti ili u ostvarivanju bilo kog 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.

25.8 **Odgovornost za dokumentaciju**

Ni Agent ni Aranžer nisu odgovorni za:

- (a) adekvatnost, tačnost i/ili potpunost bilo koje informacije (bilo usmene ili pismene) koju dostavi Agent, Aranžer, Zajmoprimac, Sinosure ili bilo koje drugo lice, a koja je data u vezi sa bilo kojim Dokumentom o finansiranju ili Polisom Sinosure ili transakcijom koja je predmet Dokumenta o finansiranju, Polise Sinosure ili drugim sklopljenim, sačinjenim ili potpisanim ugovorima, dogovorima ili dokumentima u očekivanju, po ili u vezi sa bilo kojim Dokumentom o finansiranju ili Polisom Sinosure;
- (b) zakonitost, validnost, pravno dejstvo, primerenost ili izvršnost bilo kog Dokumenta o finansiranju, Polise Sinosure ili bilo kog drugog ugovora, aranžmana ili dokumenta zaključenog, sačinjenog ili potpisanog u očekivanju ili u vezi sa bilo kojim Dokumentom o finansiranju; ili
- (c) svako utvrđivanje da li svaka informacija koja je data ili će biti data bilo kojoj Strani kreditnog aranžmana predstavlja ili ne predstavlja javnu informaciju čija upotreba može biti regulisana ili zabranjena merodavnim zakonom ili propisom vezanim za trgovinu povlašćenim informacijama ili na drugi način.

25.9 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 obaveza od strane bilo koje Strane, Sinosure ili drugih lica po svakom od Dokumentata o finansiranju ili Polisi Sinosure; ili
- (c) da li je nastupio bilo koji drugi slučaj naveden u bilo kom Dokumentu o finansiranju ili Polisi Sinosure.

25.10 Izuzeće od odgovornosti

- (a) Bez ograničavanja Klauzule 25.10(b) (i ne dovodeći u pitanje odredbe bilo kog Dokumenta o finansiranju, isključujući ili ograničavajući odgovornost Agenta), Agent neće biti odgovoran bilo kojoj Strani za:
 - (i) štetu, troškove ili gubitke bilo kog lica, umanjenje vrednosti ili odgovornost koji proizlaze iz preduzimanja ili nepreduzimanja bilo koje radnje prema i u vezi sa bilo kojim Dokumentom o finansiranju ili Polisom Sinosure, osim ako nisu direktno uzrokovani 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 Sinosure 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 Sinosure, osim iz razloga njegove grube nepažnje ili namerne zloupotrebe; ili
 - (iii) ne dovodeći u pitanje opšte odredbe Klauzule 25.10(a)(i) i Klauzule 25.10(a)(ii), štetu, troškove ili gubitke bilo kog lica, umanjenje vrednosti ili svaku odgovornost (ali ne uključujući tužbu zbog prevare Agenta) 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 jurisdikciji,

uključujući (ali u svakom slučaju ne ograničavajući se) svaku štetu, troškove, 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 Agent) ne može pokrenuti bilo koji postupak protiv bilo kog službenika, zaposlenog ili predstavnika Agent u pogledu bilo kog potraživanja 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 ili Politikom Sinasure i bilo koji službenik, zaposleni ili predstavnika Agent može se oslanjati na Klauzulu 25.10(b), u skladu sa Klauzulom 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 ili Polisi Sinasure 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 koji Agent koristi u tu svrhu.
- (d) Ništa u ovom Ugovoru ne obavezuje Agent 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 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 Politike Sinasure kojom se isključuje ili ograničava odgovornost Agent, odgovornost Agent 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 Agent ili, ako je kasnije, na dan na koji nastaje gubitak zbog takvog neispunjenja obaveze), ali bez pozivanja na bilo koje posebne uslove ili okolnosti koje su Agentu poznate u bilo kom trenutku i koje povećavaju iznos tog gubitka. 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.

25.11 Refundiranje troškova Agentu od strane Zajmodavca

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 tri 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 Klauzulom 28.11 (*Prekid rada sistema plaćanja, itd.*), bez obzira na Agentov težak nihat ili namerno kršenja dužnosti ili bilo koju drugu kategoriju odgovornosti ali ne uključujući bilo koju tužbu za prevaru Agentu) postupajući kao Agent prema Dokumentima o finansiranju i Polisi Sinasure (osim ako je Zajmoprimac refundirao Agentu prema Dokumentu o finansiranju i Polisi Sinasure).

25.12 Ostavka Agentu

- (a) Agent može podneti ostavku (uz prethodno odobrenje Sinasure) i imenovati jednu od svojih Podružnica kao naslednika tako što će dati obaveštenje Zajmodavcima i Zajmoprimcu.
- (b) Umesto toga, 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, uz prethodno odobrenje Sinasure, imenovati sledbenika Agentu.
- (c) Ukoliko Većinski zajmodavci ne postave sledbenika Agentu u skladu sa Klauzulom 25.12(b), u roku od 20 dana od dana podnošenja ostavke, Agent koji se povlači (nakon konsultacija sa Zajmoprimcem) može, uz prethodno odobrenje Sinasure, postaviti sledbenika Agentu.
- (d) Ukoliko Agent daje ostavku zato što (postupajući razumno) smatra da za njega više nije primereno da ostaje kao agent i ima pravo da postavi sledbenika Agentu u skladu sa Klauzulom 25.12(c), Agent može (ako zaključi (postupajući razumno) da je neophodno da to uradi kako bi ubedio predloženog sledbenika Agentu da postane strana ovog Ugovora kao Agent) da se dogovori sa predloženim sledbenikom Agentu o izmenama i dopunama ove Klauzule 25 i bilo kojih drugih odredaba ovog Ugovora koje se odnose na prava i obaveze Agentu u skladu sa postojećom tržišnom praksom o postavljenju i zaštiti korporativnih poverenika zajedno sa svim razumnim izmenama i dopunama odredaba o naknadi koja se plaća Agentu po ovom Ugovoru koja je u skladu sa redovnom tarifom sledbenika Agentu i te izmene i dopune biće obavezujuće za Strane.
- (e) Agent koji se povlači će staviti na raspolaganje Agentu sledbeniku onu dokumentaciju i evidencije koje Agent sledbenik može razumno zahtevati i obezbediti pomoć za svrhe izvršenja svojih funkcija, kao Agentu po osnovu Dokumentata o finansiranju i Polise Sinasure.
- (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 Dokumentata o finansiranju (osim

obaveza definisanih u Klauzuli 25.12(e)), ali će mu ostati pravo u smislu Klauzule 15.3 (*Refundiranje troškova Agentu*) i ove Klauzule 25 (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) Nakon konsultacija sa Zajmoprimcem, Većinski zajmodavci mogu, putem obaveštenja Agentu, zahtevati da Agent da ostavku u skladu sa gore navedenim stavom (b). U tom slučaju, Agent će dati ostavku u skladu sa gore navedenim stavom (b).
- (i) Agent će se povući sa funkcije u skladu sa gore navedenim stavom (b) (i, u meri u kojoj je to primenjivo, uložiti razumne napore da imenuje sledbenika Agentu u skladu sa gore navedenim stavom (b)) ako na datum ili nakon datuma koji nastupa tri meseca pre najranijeg Datuma prijema FATCA vezano za bilo koje plaćanje prema Agentu po osnovu Dokumentata o finansiranju:
 - (i) Agent ne odgovori na zahtev po osnovu Klauzule 12.7 (*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 Klauzulom 12.7 (*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. Nije potrebno odobrenje Zajmoprimca za ustupanje ili prenos prava i/ili obaveza Agentu.

25.13 Zamena Agentu

- (a) Nakon savetovanja sa Zajmoprimcem, Većinski zajmodavci mogu (uz prethodno odobrenje Sinosure) davanjem prethodnog obaveštenja od 30 dana Agentu zameniti Agentu imenovanjem Agentu sledbenika.
- (b) Agent koji se povlači će (o trošku Zajmodavaca) 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 stupiti na snagu danom kasnijeg od navedenih događaja:
 - (i) danom definisanim u obaveštenju koju su Većinski zajmodavci dali Agentu koji se povlači; i
 - (ii) danom prenosa Polise Sinasure na sledbenika.
- (d) Od tog datuma će Agent koji se povlači biti oslobođen svih daljih obaveza u pogledu Dokumentata o finansiranju (osim njegovih obaveza iz Klauzule 25.13(b)), ali će zadržati pravo na koristi iz Klauzule 15.3 (*Refundiranje troškova Agentu*) i ove Klauzule 25 (i sve agencijske naknade za račun Agentu koji se povlači pretaće da se obračunavaju od (i biće plative) tog dana).
- (e) Svaki Agent sledbenik i sve ostale Strane će imati ista međusobna prava i obaveze koje bi imale da je takav sledbenik bio izvorna Strana.
- (f) Zajmoprimac će čim to bude moguće a nakon što je obavešten o postavljenju sledbenika Agentu, o promeni Agentu obavestiti NBS.

25.14 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 strane 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.

25.15 Odnos sa Zajmodavcima

- (a) U skladu sa Klauzulom 23.9 (*Proporcionalno plaćanje kamate*), Agent može tretirati lice u svojim knjigama na otvaranju poslovanja koji postupa preko svoje Kancelarije Aranžmana (umesto glavne kancelarije Agentu, uz obaveštavanja Strana kreditnog aranžmana s vremena na vreme) kao Zajmodavca:
 - (i) koji ima pravo na ili je odgovoran za svako dospelo plaćanje po Dokumentima o finansiranju ili Polisi Sinasure 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 ili Polisi Sinasure sastavljenom ili dostavljenom na taj dan,

osim ako je najmanje pet 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 ili Polisi Sinosure. To obaveštenje sadržaće adrese i brojeve faksa i (i tamo gde je prema Klauzuli 30.5 (*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 odnositi na obaveštenje o zamenskoj adresi, broju faksa, sektoru i licu sa posebnim ovlašćenjima Zajmodavca u smislu Klauzule 30.2 (*Kontakt podaci*) i stava (a)(ii) Klauzule 30.5 (*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.
- (c) Agent će obavestiti Sinosure o identitetu i podacima za dostavljanje obaveštenja za svakog Zajmodavca.

25.16 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 Sinosure, svaki Zajmodavac potvrđuje Agentu i 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 Sinosure, uključujući ali ne ograničavajući se na:

- (a) finansijsko stanje, status i prirodu Zajmoprimca, svaku od njegovih državnih institucija, MGSI i Naručioca/Investitora;
- (b) zakonitost, validnost, pravno dejstvo, primerenost ili izvršnost bilo kog Dokumenta o finansiranju ili Polise Sinosure 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 Sinosure;
- (c) da li taj Zajmodavac ima sredstvo pravne zaštite i prirodu i domet tog sredstva pravne zaštite protiv bilo koje Strane ili bilo koje odgovarajuće imovine po osnovu ili u vezi sa bilo kojim Dokumentom o finansiranju ili Polisom Sinosure, transakcijom koja je predmet Dokumenta o finansiranju, ili bilo kojim drugim ugovorom, aranžmanom ili dokumentom koji zaključi, sačini ili potpiše u očekivanju, po osnovu ili u vezi sa bilo kojim Dokumentom o finansiranju ili Polisom Sinosure; 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 ili Polisom Sinosure, transakcijom koja je predmet Dokumenta o finansiranju ili 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.

25.17 **Agentovo vreme**

Bilo koji iznos plativ Agentu prema Klauzuli 15.3 (*Refundiranje troškova Agentu*), Klauzuli 17 (*Troškovi i izdaci*) i Klauzuli 25.11 (*Bez obaveze nadzora*) obuhvatiće troškove korišćenja vremena Agentu ili drugih resursa i biće obračunato na osnovu razumne dnevne tarife ili po satu o čemu će Agent obavestiti Zajmoprimca i Zajmodavce, i to je povrh bilo koje naknade koja je plaćena ili plativa Agentu prema Klauzuli 12 (*Naknade i Premija Sinosure*).

25.18 **Odbitak od iznosa plativih od strane Agentu**

Ukoliko bilo koja Strana duguje neki iznos Agentu po osnovu Dokumenta o finansiranju ili Polise Sinosure, Agent će, nakon što obavesti tu Stranu, 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 ili Polise Sinosure i iskoristi takvu sumu za ili prema naknadi iznosa koji se duguje. U smislu Dokumenta o finansiranju i Polise Sinosure, smatraće se kao da je ta strana primila svaki iznos umanjen na taj način.

25.19 **Kontrola dokumenata**

Ne dovodeći u pitanje obaveze Agentu prema Polisi Sinosure, Zajmoprimac i svaki Zajmodavac su bezuslovno i neopozivo saglasni da:

- (a) odgovornost Agentu za kontrolu Zahteva za korišćenje sredstava, svake Potvrde izvođača i sve Prateće dokumentacije, kao i bilo kog drugog dokumenta koji dobije a koji se na njih odnosi biće ograničena na potvrdu da su mu dokumenta predložena (ili, ukoliko dokumenta nisu na engleskom jeziku, biće predložen prevod na engleski) u skladu sa njihovim opisom;
- (b) ni jedna Strana kreditnog aranžmana neće biti u obavezi da kontroliše validnost, istinitost i autentičnost Zahteva za korišćenje sredstava, svake Potvrde izvođača i sve Prateće dokumentacije niti bilo kog drugog dokumenta koji dobije a koji se na njih odnosi niti navoda koji se u njima nalaze niti će za to biti odgovorna;
- (c) svaka Strana kreditnog aranžmana će imati puno pravo da se osloni na pouzdanost svake izjave koja se navodi u Zahtevu za korišćenje sredstava, svakoj Potvrdi izvođača i svoj Pratećoj dokumentaciji ili bilo kom drugom dokumentu koji dobije a koji se na njih odnosi; i
- (d) ni jedna Strana kreditnog aranžmana neće biti odgovorna za bilo kakvo kašnjenje u obezbeđivanju kredita uzrokovano zahtevom Sinosure koji se odnosi na dokaze ili dokumentaciju ili Strane kreditnog aranžmana kako bi bila uverena da će se Polisa Sinosure primeniti na predmetni Kredit.

25.20 Iznosi plaćeni greškom

- (a) Ako Agent uplati iznos drugoj Strani i u roku od pet radnih dana od datuma uplate, Agent obavesti tu stranu da se radi o iznosu plaćenom greškom, Strana kojoj je Agent izvršio uplatu će, na zahtev, refundirati isti iznos Agentu, zajedno a kamatom na iznos od dana uplate do dana prijema iznosa od strane Agentu, što će Agent obračunati kako bi se uračunali troškovi isplaćene kamate.
- (b) Niti:
 - (i) na obaveze bilo koje Strane prema Agentu; niti
 - (ii) na pravni lek Agentu (bez obzira da li proističe iz Klauzule 25.20 ili drugo) koji se odnosi na Pogrešna plaćanja neće uticati bilo koji čin, propust, događaj ili činjenica koja bi, u smislu ovog stava (b), umanjila, poništila ili prejudicirala bilo koju takvu obavezu ili pravni lek (bez obzira da li je Agent ili bilo koja druga Strana upoznata ili ne).
- (c) Sva plaćanja koja izvrši Strana prema Agentu (bez obzira da li su u skladu sa ovom Klauzulom ili drugo) koja se odnose na iznose plaćene greškom obračunaće se i izvršiti bez (i bez ikakvih odbitaka) poravnanja ili protivpotraživanja.
- (d) Za potrebe ove Klauzule, termin "**Pogrešna plaćanja**" označava plaćanje iznosa od strane Agentu Strani za koji Agent utvrdi (isključivo svojom diskrecionom odlukom) da predstavlja grešku.

26. 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.

27. PRERASPODELA MEĐU STRANAMA KREDITNOG ARANŽMANA

27.1 Plaćanja Stranama kreditnog aranžmana

Ako Strana kreditnog aranžmana ("**Naplaćena Strana kreditnog aranžmana**") primi ili naplati bilo koji iznos od Zajmoprimca u skladu sa

Klauzulom 28 (*Mehanizam plaćanja*) ("**Naplaćeni iznos**") i rasporedi taj iznos na plaćanje dospelo po osnovu Dokumentata o finansiranju, tada će:

- (a) Naplaćena Strana kreditnog aranžmana u roku od tri Radna dana obavestiti Agenta o detaljima prijema te naplate;
- (b) Agent utvrditi da li primanje ili naplata Naplaćene Strane kreditnog aranžmana premašuje iznos koji bi Strani kreditnog aranžmana bio plaćen da je primanje ili naplata izvršena ili sprovedena od strane Agenta ili raspoređena u skladu sa Klauzulom 28 (*Mehanizam plaćanja*), ne uzimajući u obzir bilo kakav iznos poreza koji bi bio obračunat Agentu u vezi sa primanjem, naplatom ili raspodelom; i
- (c) Naplaćena Strana kreditnog aranžmana će u roku od tri (3) Radna dana od zahteva Agenta platiti Agentu iznos ("**Zajedničko plaćanje**") jednak tom primitku ili umanjen za bilo koji iznos za koji Agent utvrdi da može biti zadržan od Naplaćene Strane kreditnog aranžmana kao njen udeo u bilo kom plaćanju koje se vrši u skladu sa Klauzulom 28.6 (*Delimična plaćanja*).

27.2 Preraspodela plaćanja

Agent će tretirati Zajedničko plaćanje kao da je izvršeno od strane relevantnog Dužnika i raspodeliće ga Stranama kreditnog aranžmana (osim Naplaćenoj Strani kreditnog aranžmana) ("**Zajedničko plaćanje**") u skladu sa Klauzulom 28.6 (*Delimična plaćanja*) prema obavezama Zajmoprimca ka zajedničkim stranama kreditnog aranžmana.

27.3 Prava Naplaćene Strane kreditnog aranžmana

Pošto Agent po Klauzuli 27.2 (*Preraspodela plaćanja*) preraspodeli plaćanje koje je Zajmoprimac izvršio prema Naplaćenoj Strani kreditnog aranžmana u međusobnom odnosu Zajmoprimca i Naplaćene Strane kreditnog aranžmana, smatraće se da Zajmoprimac nije platio deo Naplaćenog iznosa koji je jednak Zajedničkom plaćanju.

27.4 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 zahteva Agenta, 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.

27.5 Izuzeci

- (a) Klausula 27 neće se primenjivati u onoj meri u kojoj Naplaćena Strana kreditnog aranžmana ne bi, po izvršenju bilo kog plaćanja u skladu sa ovom Klausulom, imala validno i izvršivo potraživanje u odnosu na Zajmoprimca.
- (b) Naplaćena Strana kreditnog aranžmana nije obavezna da sa bilo kojom drugom 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.

ODELJAK 11 UPRAVLJANJE

28. MEHANIZMI PLAĆANJA

28.1 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 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.

28.2 Raspodela od strane Agentu

Svako plaćanje koje Agent primi po Dokumentima o finansiranju za drugu Stranu Agent će, u skladu sa Klauzulom 28.4 (*Raspodela Zajmoprimcu*) i Klauzulom 28.5 (*Povraćaj plaćenog iznosa i plaćanje unapred*) 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 aranžmana), u korist računa koji ta Strana naznači u obaveštenju Agentu datom najkasnije pet (5) Radnih dana ranije kod banke koju Strana naznači 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 ta strana).

28.3 Raspodela Korišćenja sredstava

Zajmoprimac i svaki Zajmodavac neopozivo i bezuslovno ovlašćuju i upućuju Agentu da uplati sredstva bilo kog Kredita direktno Izvođaču.

28.4 Raspodele Zajmoprimcu

Agent može (uz saglasnost Zajmoprimca ili u skladu sa Klauzulom 29 (*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 Dokumenta o finansiranju ili za kupovinu ili za svrhu kupovine bilo kog iznosa u bilo kojoj valuti koja će biti primenjena na taj način.

28.5 Povraćaj plaćenog iznosa i plaćanje unapred

- (a) Kada neki iznos treba da se plati Agentu po osnovu Dokumenta o finansiranju ili Polise Sinosure 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 Klauzula 28.5(c), 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 isplaćene kamate.
- (c) Ukoliko je Agent spreman da stavi na raspolaganje sredstva na račun Zajmoprimca pre nego što od Zajmodavaca primi ta sredstva, ako i u meri u kojoj Agent stavi sredstva na raspolaganje ali potom ne primi ista sredstva od Zajmodavaca koja je on uplatio Zajmoprimcu:
 - (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.

28.6 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 Dokumenta o finansiranju, Agent će primeniti to plaćanje na obaveze Zajmoprimca po Dokumentu o finansiranju sledećim redosledom:
 - (i) prvo, proporcionalno će se platiti iznosi koji se duguju Agentu, u skladu sa Dokumentima o finansiranju;
 - (ii) drugo, proporcionalno će se platiti obračunate kamate, naknada i provizija koji su dospeli a nisu plaćeni, prema ovom Ugovoru;
 - (iii) treće, proporcionalno će se platiti iznosi bilo koje glavnice koji su dospeli a nisu plaćeni, prema ovom Ugovoru; i
 - (iv) četvrto, proporcionalno će se platiti bilo koji drugi iznosi koji su dospeli a nisu plaćeni, prema Dokumentima o finansiranju.
- (b) Agent će, ako mu to naloži Sinasure ili Većinski zajmodavci (pri čemu će instrukcije dobijene od Sinasure prevladati ukoliko su te instrukcije u suprotnosti sa instrukcijama koje su dali Većinski zajmodavci), izmeniti redosled predviđen u Klauzulama 28.6(a)(ii) - 28.6(a)(iv).
- (c) Klauzule 28.6(a) i 28.6(b) će imati prvenstvo nad bilo kojom aprijacijom koju izvrši Zajmoprimac.

- (d) Plaćanje koje izvrši Sinosure prema Stranama kreditnog aranžmana prema Polisi Sinosure ne oslobađaju Zajmoprimca od plaćanja obaveza prema tim Stranama kreditnog aranžmana u skladu sa bilo kojim Dokumentom o finansiranju.

28.7 **Bez poravnanja od strane Zajmoprimca**

Sva plaćanja koja treba da izvrši Zajmoprimac po osnovu Dokumenta o finansiranju biće obračunata i izvršena bez (i oslobođena i čista od svakog odbitka) poravnanja ili protivpotraživanja.

28.8 **Radni dani**

- (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 glavicu ili Neplaćen iznos po stopi plativoj na prvobitni datum dospeća.

28.9 **Valuta računa**

- (a) U skladu sa Klauzulom 28.9(b) i Klauzulom 28.9(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.

28.10 **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 valuti ili valutnoj jedinici 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 Agent (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.

28.11 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 navedenoj Klauzuli 28.11(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 Stranama kreditnog aranžmana u vezi sa bilo kojom promenom iz Klauzule 28.11(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 odricanje od) uslove Dokumentata o finansiranju, ne dovodeći u pitanje odredbe Klauzule 34 (*Amandmani i odricanje*);
- (e) Agent neće biti odgovoran ni za kakve naknade štete, troškova ili gubitaka bilo kom licu, umanjenje 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 ove Klauzule 28.11; i
- (f) Agent će obavestiti Strane kreditnog aranžmana o svim promenama dogovorenim u skladu sa Klauzulom 28.11(d).

29. PORAVNANJE

Strana kreditnog aranžmana može poravnati bilo koju dospelu obavezu Zajmoprimca po osnovu Dokumentata o finansiranju 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. Zajmoprimac će potpisati sva dokumenta i

preduzeti druge radnje, koje Strana kreditnog aranžmana može razumno tražiti kako bi se realizovalo poravnanje.

30. **OBAVEŠTENJA**

30.1 **Obaveštenja u pisanoj formi**

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.

30.2 **Adrese**

Podaci koji se odnose na adresu i 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 sa Dokumentima o finansiranju su:

- (a) u slučaju Zajmoprimca, podaci navedeni uz ime u daljem tekstu; i
- (b) u slučaju svakog Zajmodavca podaci o kojima će Agent biti obavješten u pisanoj formi na dan ili pre dana kada postane Strana; i
- (c) u slučaju Agenta, podaci navedeni uz ime u daljem tekstu,

ili bilo koja zamenska adresa ili broj faksa ili sektor ili lice o čemu će Strana obavestiti Agenta (ili će Agent obavestiti druge Strane, ako je promenu svojih kontakt podataka izvršio sam Agent) najmanje pet (5) Radnih dana unapred.

30.3 **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, kada 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 pretplaćenom poštarinom u koverti adresiranoj na tu adresu,

a ukoliko je određen sektor ili službenik naznačen kao deo pojedinosti adrese date u Klauzuli 30.2 (*Adrese*), 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 Agentu.
- (d) Smatraće se da sva komunikacija i dokumenta koja postanu efektivna, u skladu sa Klauzulom 30.3(a) do Klauzule 30.3(c) nakon 17:00 sati u mestu prijema, postaju efektivna sledećeg Radnog dana.

30.4 **Obaveštenje o adresi i broju faksa**

Odmah nakon promene adrese ili broja faksa, Agent će o tome obavestiti druge Strane.

30.5 **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 obavesti 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 Klauzuli 30.5(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 Klauzuli 30.5(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 Klauzulom 30.5(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 Radnog dana.
- (e) Iz tehničko-praktičnih razloga, elektronska komunikacija može se slati u nešifrovanoj formi, čak i kada sadržaj može biti predmet obaveze čuvanja poverljivosti ili bankarske tajne.

- (f) Svako upućivanje u Dokumentu o finansiranju na komunikaciju koja se šalje ili prima biće koncipirana tako da obuhvati komunikaciju raspoloživu u skladu sa ovom Klauzulom.

30.6 **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 jezik i, u tom slučaju, engleski prevod će imati pretežnu važnost, osim ako se radi o osnivačkom dokumentu, javnoj ispravi ili drugom službenom dokumentu.

31. **OBRAČUNI I POTVRDE**

31.1 **Poslovne knjige**

U svakom sporu ili postupku arbitraže koji proističe iz ili je vezan za Dokument o finansiranju, evidentirane transakcije u poslovnim knjigama koje vode Strane kreditnog aranžmana predstavljaju nesumnjiv dokaz o pitanjima na koja se odnose.

31.2 **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.

31.3 **Pravilo o utvrđivanju broja dana**

Svaka kamata, provizija ili naknada koja se obračunava po osnovu Dokumenta 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.

32. **DELIMIČNA NIŠTAVNOST**

Ukoliko, u bilo kom trenutku, bilo koja odredba Dokumenta o finansiranju bude ili postane nezakonita, nevažeća ili nemoguća za sprovođenje u bilo kom pogledu po bilo kom pravu u bilo kojoj jurisdikciji, to ni na koji način neće uticati ni zakonitost, validnost niti mogućnost sprovođenja ostalih odredaba kao ni zakonitost, validnost niti mogućnost sprovođenja takvih odredaba po zakonu bilo koje druge jurisdikcije.

33. PRAVNI LEKOVI I ODRICANJA

Nikakav propust da se izvrši, niti kašnjenje u vršenju od bilo koje Strane kreditnog aranžmana, bilo kog prava ili pravnog leka po osnovu Dokumenta o finansiranju neće se tumačiti kao odricanja od tog prava niti će predstavljati način potvrđivanja bilo kog Dokumenta o finansiranju. Odluka o potvrđivanju bilo kog Dokumenta o finansiranju od strane Strana kreditnog aranžmana neće biti validna osim ako je u pisanoj formi. Individualno ili delimično ostvarivanje bilo kog prava ili pravnog leka neće sprečiti svako dalje ili drugo ostvarivanje bilo kog drugog prava ili pravnog leka. Prava i pravni lekovi predviđeni svakim Dokumentom o finansiranju data su kumulativno i ne isključuju bilo koja zakonom zagarantovana prava ili pravne lekove.

34. AMANDMANI I ODRICANJA

34.1 Obavezna odobrenja

- (a) U skladu sa Klauzulom 34.2 (*Svi Zajmodavci*) i Klauzulom 34.3 (*Druga izuzeća*) svaka odredba Dokumenta 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 34.
- (c) Klauzula 23.9(c) (*Proporcionalno plaćanje kamate*) primenjuje se na ovu Klauzulu 34.

34.2 Svi Zajmodavci

U skladu sa Klauzulom 34.3(b) (*Druga izuzeća*) i 34.4 (*Zamena kotirane stope*) izmene i dopune ili odricanje od bilo koje odredbe Dokumenta o finansiranju koji menja ili koji se odnosi na:

- (a) definiciju "Većinski zajmodavci" iz Klauzule 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) povećanje bilo kojih Angažovanih sredstava ili Ukupnih angažovanih sredstava, produženje Perioda raspoloživosti ili bilo koji zahtev da poništavanje Angažovanih sredstava umanjuje Angažovana sredstva Zajmodavaca na odgovarajući način prema Kreditnom aranžmanu;
- (f) promenu Zajmoprimca;

- (g) odredbe kojima se izričito zahteva odobrenje svih Zajmodavaca;
- (h) Klauzulu 3.2 (*Prava i obaveze Strana kreditnog aranžmana*), Klauzulu 8.1 (*Nezakonitost*), Klauzulu 8.2 (*Materijalne promene Ugovora o projektovanju i izgradnji*), Klauzulu 8.3 (*Događaj koji se odnosi na Polisu Sinosure*) Klauzulu 8.8 (*Prevremena otplata*), Klauzulu 23 (*Promene Zajmodavaca*), Klauzulu 27 (*Preraspodela među Stranama kreditnog aranžmana*), ovu Klauzulu 34, merodavno pravo bilo kog Dokumenta o finansiranju, Klauzulu 41 (*Arbitraža*) ili Klauzulu 42 (*Jurisdikcija*); ili

- (i) Prirodu i opseg Polise Sinosure,

neće biti izvršene bez prethodne saglasnosti Zajmodavaca.

34.3 **Druga izuzeća**

- (a) Izmene i dopune ili odreknuća koje se odnose na prava i obaveze Agentu ili Aranžera (svako u svojoj funkciji) ne mogu biti izvršene bez saglasnosti Agentu, ili Aranžera, u zavisnosti od slučaja.
- (b) Izmene i dopune ili odricanja koja se odnose na Pismo o naknadama mogu se realizovati samo uz odobrenje Pisma o naknadama svih strana.

34.4 **Zamena Kotirane stope**

U skladu sa Klauzulom 34.3 (*Druga izuzeća*), ako dođe do Slučaja zamene Kotirane stope u vezi sa bilo kojom Kotiranom stopom za evre, izmene i dopune i odricanja koja se odnose na:

- (a) obezbeđivanje korišćenja Supstitivne stope za evre umesto Kotirane stope; i
- (b)
 - (i) usklađivanje odredaba svih Dokumentata o finansiranju sa upotrebom te Supstitivne stope;
 - (ii) omogućavanje korišćenja te Supstitivne 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 Supstitivna stope koristi za potrebe ovog Ugovora);
 - (iii) sprovođenje tržišnih konvencija primenjivih na tu Supstitivnu stopu;
 - (iv) obezbeđivanje adekvatnih alternativnih *fallback* odredbi (i onih koje se odnose na poremećaje tržišta) za potrebe te Supstitivne stope; ili

- (v) usklađivanje cena u cilju smanjenja ili eliminisanja, u razumnoj izvodljivoj meri, transfera ekonomske vrednost 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),

moгу se izvršiti uz saglasnost Agenta (koji postupa po instrukcijama Većinskih zajmodavaca i Zajmoprimca).

35. **POVERLJIVE INFORMACIJE**

35.1 **Poverljivost**

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 35.2 (*Obelodanjivanje poverljivih informacija*), Klauzuli 35.3 (*Obelodanjivanje pružaocima numeričkih usluga*) i Klauzuli 35.4 (*Obelodanjivanje agencijama za finansijske informacije*) i da obezbedi da sve Poverljive informacije budu zaštićene sigurnosnim merama i stepenom pažnje koju bi primenila na sopstvene poverljive informacije.

35.2 **Obelodanjivanje poverljivih informacija**

Svaka Strana kreditnog aranžmana može obelodaniti informacije:

- (a) svakoj svojoj Podružnici i povezanim fondovima i svim svojim službenicima, 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 ovom Klauzulom 35.2(a) obavestena 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 Dokumenta 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, Povezanim fondovima, Zastupnicima ili stručnim savetnicima;
 - (ii) sa kojim (ili preko kog) zaključuje (ili može potencijalno da zaključi), direktno ili indirektno, podučešće ili bilo koju transakciju u vezi sa jednim ili više Dokumenta o finansiranju

po kojima se vrši plaćanje ili se mogu vršiti plaćanja i/ili Zajmoprimcu, kao i bilo kojoj Podružnici, Predstavniku i stručnom savetniku;

- (iii) koje je imenovala bilo koja Strana kreditnog aranžmana ili lice na koje se odnosi Klauzula 35.2(b)(i) ili Klauzula 35.2(b)(ii) da prima prepisku, obaveštenja, informacije ili dokumentaciju koji 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 25.15 (*Odnos sa Zajmodavcima*));
- (iv) koje 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 Klauzuli 35.2(b)(i) ili Klauzuli 35.2(b)(ii);
- (v) kome je potrebno ili se od njega zahteva da obelodani informacije ili se obelodanjivanje traži od strana bilo kog suda nadležne jurisdikcije ili bilo kog vladinog, bankarskog, poreskog ili drugog regulatornog tela ili sličnog organa, regulative Sinasure, 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) kome ili u čiju korist ta Strana kreditnog aranžmana zaračunava, ustupa ili uspostavlja Obezbeđenje (ili to može učiniti) u skladu sa Klauzulom 23.8 (*Obezbeđenje prava Zajmodavca*);
- (viii) koje je Strana;
- (ix) koji je Izvođač; ili
- (x) uz prethodnu saglasnost Zajmoprimca u pisanoj formi, pri čemu ta saglasnost ne treba da se uskrati ili odloži bez razloga,

a u svakom slučaju, takve Poverljive informacije koje ta Strana kreditnog aranžmana smatra primerenim ako je:

- (A) u vezi sa Klauzulom 35.2(b)(i), Klauzulom 35.2(b)(ii) i Klauzulom 35.2(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 Klauzulom 35.2(b)(iv), lice kome će Poverljive informacije biti date sklopilo Ugovor o poverljivosti ili je na bilo koji drugi način obavezano 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 Klauzulom 35.2(b)(v), Klauzulom 35.2(b)(vi) i Klauzulom 35.2(b)(vii), 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) Organima i Sinosure (i bilo kom od njegovih zvaničnika, direktora, zaposlenih, profesionalnih savetnika, revizora, partnera i Predstavnik) takve poverljive informacije koje će ta Finansijska strana smatrati odgovarajućim;
 - (d) svakom licu koje je ta Strana kreditnog aranžmana imenovala ili licu na koje se odnosi Klauzula 35.2(b)(i) ili Klauzula 35.2(b)(ii) da pruža usluge administracije ili saldiranja u pogledu jednog ili više Dokumentata o finansiranju, uključujući ali ne ograničavajući se na trgovanje učešćima vezano za Dokumenta o finansiranju, te može tražiti obelodanjivanje tih Poverljivih informacija kako bi se omogućilo pružaocu datih usluga da obezbedi svoje usluge navedene u ovoj Klauzuli 35.2(d) ukoliko je pružalac usluga kome se Poverljive informacije daju sklopio ugovor o poverljivosti suštinski u formi LMA ugovora o poverljivosti za pružaoce administrativnih usluga i usluga poravnanja ili u drugoj formi ugovora o poverljivosti o kojoj se dogovore Zajmoprimac i relevantna Strana kreditnog aranžmana; i
 - (e) svakoj rejting agenciji (uključujući njene stručne savetnike) one 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 Dokumenta 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.

35.3 Obelodanjivanje informacija 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) zemlju porekla Zajmoprimca;
- (iii) mesto osnivanja Zajmoprimca;
- (iv) datum Ugovora;
- (v) Klauzulu 40 (*Merodavno pravo*);
- (vi) ime Agent a i Aranžera;
- (vii) datum svake izmene i dopune i preformulisanja ovog Ugovora;
- (viii) iznos sredstava Aranžmana;
- (ix) iznos Ukupnih angažovanih sredstava;
- (x) valutu Aranžmana;
- (xi) vrstu Aranžmana;
- (xii) rangiranje Aranžmana;
- (xiii) planirani datum konačne otplate Kreditnog aranžmana;
- (xiv) promene prethodno datih informacija u skladu sa Klauzulama od 35.3(a)(i) do 35.3(a)(xiii); i
- (xv) druge informacije dogovorene između Strane kreditnog aranžmana i Zajmoprimca,

kako bi se omogućilo numeričkim agencijama da pruže uobičajene usluge numeričke identifikacije sindiciranih 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 Klauzulama 35.3(a)(i) – 35.3(a)(xv) nije niti će biti u bilo kom trenutku neobjavljena osetljiva informacija o ceni.
- (d) Agent će obavestiti Zajmoprimca i druge Strane kreditnog aranžmana o:
 - (i) imenu numeričke agencije koju je Agent postavio za potrebe Ugovora, Aranžmana i Zajmoprimca; i
 - (ii) broju i brojevima, zavisno od slučaja, dodeljenim ovom Ugovoru, Aranžmanu i Zajmoprimcu od strane te numeričke agencije.

35.4 Obelodanjivanje informacija agencijama za finansijske informacije

- (a) Svaka Strane kreditnog aranžmana može agenciji za finansijske informacije obelodaniti informacije koje mogu biti potrebne ili tražene (ograničavajući se na ime Zajmoprimca, datum ovog Ugovora, Klauzula 40 (*Merodavno pravo*), ime Agent a i Aranžera, iznos i ime Kredita, svrhu u koju će pozajmljeni iznos sredstava Kreditnog aranžmana biti upotrebljen, valutu Kredita, vrstu Kredita i Konačni datum dospeća) kako bi ta agencija za finansijske informacije popunila tabelarne podatke koji se odnose na transakcije i učesnike.
- (b) Strane su upoznate i saglasne da tabelarni prikaz podataka koji sastavlja agencija za finansijske informacije može da se obelodanjuje korisnicima njenih usluga u skladu sa standardnim odredbama i uslovima te agencije za finansijske informacije.

35.5 Celokupan ugovor

Ova Klauzula 35 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.

35.6 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.

35.7 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 Klauzulom 35.2(b)(v) (*Obelodanjivanje 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) tome da je saznao da je bilo koja Poverljiva informacija obelodanjena suprotno odredbama Klauzule 36.

35.8 Trajne obaveze

Obaveze iz Klauzule 36 su trajne i nastaviće se i ostaju obavezujuće za svaku Stranu kreditnog aranžmana u trajanju od dvanaest meseci od datuma koji nastupi ranije od:

- (a) datuma na koji su svi iznosi plativi od strane Zajmoprimca prema ili u vezi sa ovim Ugovorom isplaćeni u potpunosti i sva Angažovana sredstva su otkazana ili na drugi način prestaju da budu raspoloživa; i
- (b) datuma na koji ta Strana kreditnog aranžmana na drugi način prestaje da bude Strana kreditnog aranžmana.

36. POVERLJIVOST STOPA FINANSIRANJA

36.1 Poverljivost i obelodanjivanje

- (a) Agent i Zajmoprimac saglasni su da će čuvati kao poverljive sve Stope finansiranja i da ih neće nikome obelodanjivati, osim u onoj meri koju dozvoljavaju Klauzula 36.1(b) i Klauzula 36.1(c).
- (b) Agent može obelodaniti:
 - (i) Zajmoprimcu svaku Stopu finansiranja u skladu sa Klauzulom 9.4 (*Obaveštavanje o kamatnim stopama*); i
 - (ii) bilo koju Stopu finansiranja 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 formi LMA ugovora o poverljivosti za pružaoce administrativnih usluga i usluga poravnanja ili u drugoj formi ugovora o poverljivosti o kojoj se dogovore Zajmoprimac i relevantna Strana kreditnog aranžmana.
 - (iii) svaku Stopu finansiranja Sinosure, u meri u kojoj Sinosure to zahteva.
- (c) Agent može obelodaniti bilo koju Stopu finansiranja 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 Predstavnik ako je to lice kome Stopa finansiranja treba da se obelodani, u skladu sa Klauzulom 36.1(c)(i), informisano u pisanoj formi o poverljivoj prirodi Stope finansiranja i činjenici da to može biti osjetljiva 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 jurisdikciji 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 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 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 saglasnost relevantnog Zajmodavca.

36.2 Povezane obaveze

- (a) Agent i Zajmoprimac su saglasni da svaka Stopa finansiranja 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 u bilo koje nezakonite svrhe.
- (b) Agent i Zajmoprimac su saglasni da će (u meri u kojoj to dozvoljava zakon i propisi) relevantnog Zajmodavca obavestiti o:
 - (i) okolnostima svakog obelodanjivanja u skladu sa Klauzulom 36.1(c)(ii) (*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 36.

36.3 Nije nastupio slučaj neispunjenja obaveza

Nije nastupio slučaj neispunjenja obaveza prema Klauzuli 21.2 (*Druge obaveze*) usled isključivog propusta Zajmoprimca da ispuni odredbe Klauzule 36.

37. PRIMERCII

Ovaj Dokument o finansiranju može biti potpisan u bilo kom broju primeraka, što će imati isto dejstvo kao da su potpisi stavljeni na jedan jedini primerak Dokumenta o finansiranju.

38. **JEZIK**

Iako se ovaj Ugovor može prevesti na srpski, verzija na srpskom jeziku je samo u informativne svrhe. U slučaju bilo kakvih odstupanja ili nedoslednosti između verzije na engleskom jeziku i verzije na srpskom jeziku ovog Ugovora, ili bilo kog spora u vezi sa tumačenjem bilo koje odredbe u verziji na engleskom ili srpskoj verziji ovog Ugovora, verzija na engleskom jeziku ovog Ugovora će prevladati i pitanja tumačenja će se rešavati isključivo pozivanjem na verziju na engleskom jeziku.

39. **UGOVORNO PRIZNANJE BAIL-IN INSTRUMENTA**

Dogovoreno je da, 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 odgovornost bilo koje Strane prema bilo kojoj drugoj Strani u skladu sa ili u vezi sa Finansijskim dokumentima 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) pretvaranje celokupne ili dela bilo koje takve odgovornosti u akcije ili druge instrumente vlasništva koji joj se mogu izdati ili poveriti; i
 - (iii) otkazivanje svake takve odgovornosti; i
- (b) izmena bilo kojih odredbi bilo kog Dokumenta o finansiranju u meri neophodnoj da se sprovede bilo koja *Bail-In* aktivnost u vezi sa tom odgovornošću.

u ovoj Klauzuli 39:

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

"**Bail-in institut**" označava sprovođenje ovlašćenja za otpis i konverziju.

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

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 Programu propisa o *Bail-in* instrumentu; i

kada je reč o Ujedinjenom Kraljevstvu, Zakon o *Bail-in* instrumentu; i

- (c) kada je reč o bilo kojoj drugoj državi koja nije zemlja članica EEA ili 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.

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

"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).

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

"Zakonodavstvo Ujedinjenog Kraljevstva o *Bail-in* instrumentu" označava 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).

"Ovlašćenja za otpis i konverziju" označavaju:

- (d) ovlašćenja u vezi sa bilo kojim propisima o *Bail-in* instrumentu, opisanom u Programu propisa Evropske unije o *Bail-in-u*;
- (e) u smislu zakona o *Bail-In* instrumentu Ujedinjenog Kraljevstva, 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
- (f) 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.

ODELJAK 12 MERODAVNO PRAVO I IZVRŠENJE

40. MERODAVNO PRAVO

Na ovaj Ugovor i sve neugovorne obaveze koje proističu iz ovog Ugovora ili su sa njim u vezi, primenjivaće se pravo Engleske.

41. ARBITRAŽA

41.1 Arbitraža

U skladu sa Klauzulom 41.4 (*Opcija Agent*), 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).

41.2 Formiranje arbitražnog veća, sedište i jezik arbitraže

- (a) Arbitražno veće sastoji se od tri arbitra. Tužilac (tužioci), bez obzira na njihov broj, imenuju zajednički jednog arbitra; tuženi (ili više tuženih), bez obzira na njihov broj, imenuju zajednički drugog arbitra, dok će trećeg arbitra (koji će biti i predsedavajući) imenovati arbitri koji su imenovani od strane ili za račun tužioca (tužilaca) i tuženog (tuženih) ili, u slučaju nemogućnosti postizanja dogovora o trećem arbitru u roku od 30 dana od dana imenovanja drugog arbitra, njega će odabrati LCIA sud (kao što je definisano u Pravilima o arbitraži LCIA suda).
- (b) Sedište arbitraže biće London, Engleska.
- (c) Jezik arbitraže biće engleski.
- (d) Ovaj sporazum o arbitraži je regulisan engleskim pravom.

41.3 Sudsko rešavanje sporova

Za potrebe arbitraže u skladu sa ovom Klauzulom 41 (*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.

41.4 Opcija Agent

Pre nego što Strane kreditnog aranžmana dostave Sekretaru LCIA suda Zahtev za arbitražu ili Odgovor, kao što je definisano Pravilima o arbitraži LCIA (u zavisnosti od slučaja), Agent može (i mora, ako dobije takve instrukcije od Većinskih zajmodavaca) obavestjenjem u pisanoj formi svim drugim Stranama tražiti da se svi Sporovi ili određeni Spor rešavaju pred sudom. Ukoliko Agent da takvo obavestjenje, smatraće se da će se Spor na koji se takvo obavestjenje odnosi rešavati u skladu sa Klauzulom 42 (*Jurisdikcija*).

42. JURISDIKCIJA

42.1 Jurisdikcija

Ukoliko Agent izda obaveštenje u skladu sa Klauzulom 41.4 (*Opcija Agent*), primenjivaće se odredbe Klauzule 42 (*Jurisdikcija*).

- (a) Sudovi u Engleskoj imaju isključivu jurisdikciju u rešavanju Sporova.
- (b) Strane su saglasne da su sudovi u Engleskoj najprimereniji i najpodesniji za rešavanje Sporova, te da ni jedna Strana neće tvrditi suprotno.
- (c) Bez obzira na gore navedene stavove (a) i (b), ni jedna Strana kreditnog aranžmana neće biti sprečena da preduzme postupke vezane za Spor u bilo kom drugom sudu unutar jurisdikcije. U meri u kojoj to dozvoljava zakon, Strane kreditnog aranžmana mogu preduzeti paralelne postupke u različitim jurisdikcijama.

42.2 Uručenje

- (a) Bez uticaja na bilo koji drugi oblik uručenja dopuštenim po bilo kom merodavnom pravu, Zajmoprimac:
 - (i) neopozivo imenuje Ambasadora Republike Srbije, na adresi 28 Belgrave Square, London SW1X 8QB, za svog agenta za uručenje u vezi bilo kog postupka pred sudovima u Engleskoj za bilo koji Dokument o finansiranju;
 - (ii) je saglasan da propuštanje agenta za uručenje da obavesti Zajmoprimca o postupku neće uzrokovati poništenje predmetnog postupka.
- (b) Ako je bilo koje lice postavljeno kao agent za uručenje onemogućeno iz bilo kog razloga da deluje kao agent za uručenje, Zajmoprimac je dužan da odmah (a u svakom slučaju u roku od pet dana od takvog događaja) imenuje drugog agenta prema uslovima prihvatljivim za Agent. U slučaju neispunjenja ove obaveze, Agent može imenovati drugog agenta u ovu svrhu.

43. ODRICANJE OD IMUNITETA

- (a) Zajmodavac se neopozivo odriče svakog imuniteta koje on ili njegova imovina ili prihodi inače mogu uživati u bilo kojoj jurisdikciji, uključujući, ali ne ograničavajući se, na imunitet u pogledu:
 - (i) jurisdikcije bilo kog suda ili tribunala;
 - (ii) pružanja bilo kakve zaštite putem sudskog naloga ili naredbe za konkretne činidbe ili refundiranje sredstava ili prihoda;

- (iii) uručenja, obaveštenja, izvršenja bilo koje odluke ili presude protiv vlasništva;
- (iv) uručenje; i
- (v) pitanja bilo kog postupka protiv imovine ili prihoda radi izvršenja presude ili u slučaju *in rem* postupka radi zaplene, zadržavanja ili prodaje bilo koje njegove imovine i prihoda,

i u meri u kojoj se u bilo kojoj takvoj nadležnosti može pripisati takav imunitet (bilo da se traži ili ne), Zajmoprimac neopozivo pristaje na izvršenje bilo koje presude ili odluke i saglasan je da neće zahtevati i neopozivo se odriče takvog imuniteta u najvećoj meri dozvoljenoj zakonima nadležnosti, u skladu sa dole navedenim stavom (d).

- (b) Zajmoprimac se saglasio da će ovo odricanje u bilo kom postupku u Engleskoj imati potpuni obim dozvoljen engleskim Zakonom o imunitetu iz 1978. godine i da će ovo odricanje biti neopozivo u smislu engleskog Zakona o imunitetu iz 1978. godine.
- (c) Ne dovodeći u pitanje obaveze Zajmoprimca iz gore navedenih stavova (a) i (b), u smislu bilo kog postupka koji proizlazi iz ili je povezan sa sprovođenjem i/ili izvršenjem bilo koje odluke ili presude protiv njega, Zajmoprimac podleže jurisdikciji bilo kog suda koji vodi takav postupak.
- (d) Ne dovodeći u pitanje obaveze Zajmoprimca iz gore navedenih stavova od (a) do (c), Zajmoprimac se ne odriče imuniteta od izvršenja nad Izuzetom imovinom.

Ovaj Ugovor zaključen je na datum naveden na početku ovog Ugovora.

PRILOG 1
PRVOBITNI ZAJMODAVAC

Ime prvobitnog zajmodavca	Angažovana sredstva (EUR)
BNP Paribas Fortis SA/NV	75.920.991,76
BNP Paribas Fortis SA	3.995.841,67

PRILOG 2 PREDUSLOVI

1. ZAJMOPRIMAC

- (a) Primerci svih relevantnih zakona, propisa i/ili ovlašćenja koji se odnose na ovlašćenja i nadležnosti Zajmoprimca, Ministarstva finansija, Ministra finansija i/ili Vršioca dužnosti ministra finansija (u zavisnosti od slučaja) i realizaciju obaveza Zajmoprimca koje proističu iz Dokumentata o finansiranju, uključujući ali ne ograničavajući se na:
 - (i) Ustav Republike Srbije; i
 - (ii) Zakon o javnom dugu, Službeni glasnik Republike Srbije br. 61/2005, 107/2009, 78/2011, 68/2015 i 95/2018, 91/2019 i 149/2020), Zakon o budžetskom sistemu, Službeni glasnik Republike Srbije br. 54/2009, 73/2010, 101/2010, 101/2011, 93/2012, 62/2013, 63/2013, 108/2013, 142/2014, 68/2015, 103/2015, 99/2016, 113/2017 i 95/2018, 31/2019, 72/2019 i 149/2020).
- (b) Overen primerak zaključka Vlade Republike Srbije kojim se: (i) odobrava zaduživanje od strane Zajmoprimca po osnovu ovog Ugovora i Dokumentata o finansiranju; (ii) ovlašćuje Ministar finansija Republike Srbije da potpiše Dokumenta o finansiranju, kao i druga dokumenta neophodna za realizaciju transakcija iz Dokumentata o finansiranju (uključujući ali ne ograničavajući se na svaki Zahtev za povlačenje sredstava) u ime Republike Srbije.
- (c) Dokaz o donošenju od strane Narodne skupštine Republike Srbije zakona kojim se potvrđuje ovaj Ugovor (zajedno sa dokazom da je takav zakon proglasio predsednik Republike Srbije) i da je objavljen u Službenom glasniku Republike Srbije).
- (d) Primerak KZ obrasca overen od strane NBS kao dokaz da je Ugovor pravovremeno dostavljen NBS.
- (e) Deponovani potpis lica ovlašćenog potpisnika za Zajmoprimca:
 - (i) kojim se potvrđuje da je svaki primerak dokumenta naveden u ovom Prilogu 2 tačan, kompletan i u potpunosti na snazi i važeći na dan koji ne nastupa ranije od datuma ovog Ugovora; i
 - (ii) kojim se potvrđuje da zaduživanje u punom iznosu po osnovu Kreditnog aranžmana ne bi dovelo do prekoračenja zaduživanja, garantovanja ili sličnog obaveznog ograničenja za Zajmoprimca i Republiku Srbiju (uključujući, u cilju izbegavanja svake nedoumice, limita javnog duga definisanog u zakonu o budžetu Republike Srbije, koji se donosi na godišnjem nivou).

2. DOKUMENTA O FINANSIRANJU

- (a) Ovaj Ugovor koje su sve prvobitne strane propisno potpisale.
- (b) Pismo o Naknadama koji su sve strane propisno potpisale.
- (c) Dokaz da je svaki takav Dokument o finansiranju valjano autorizovan, potpisan i dostavljen svakoj strani u potpunosti na snazi i važeći sa dokazom, ako je primenjivo, da su sve administrativne takse pravovremeno plaćene po osnovu svakog takvog Dokumenta o finansiranju i da je svaki takav Dokument o finansiranju evidentiran kod nadležnih organa Republike Srbije.
- (d) Dostavljanje pravnog mišljenja Ministarstva pravde Republike Srbije Stranama kreditnog aranžmana u vezi sa Dokumentima o finansiranju.
- (e) Overen prevod na srpski jezik svakog Dokumenta o finansiranju.
- (f) Dostavljanje mišljenja NBS kojim se potvrđuje da Zajmoprimac može da koristi Kredit isplatom kreditnih sredstava direktno na račun Izvođača.

3. OVLAŠĆENJA NARUČIOCA/INVESTITORA I MGSI

- (a) Dokaz da je potpisnik koji je potpisao Ugovor o projektovanju i izgradnji za račun Naručioca/Investitora valjano ovlašćen da ga potpiše.
- (b) Dokaz da je potpisnik koji je potpisao Ugovor o projektovanju i izgradnji za račun MGSI valjano ovlašćen da ga potpiše.

4. IZVOĐAČ I UGOVOR O PROJEKTOVANJU I IZGRADNJI

- (a) Potvrda ovlašćenog potpisnika Izvođača (sa stavljenim pečatom kompanije):
 - (i) sa navedenim punim imenom, zvanjem i potpisom predstavnika Izvođača ovlašćenim za potpisivanje u ime Izvođača Ugovora o projektovanju i izgradnji, Potvrde izvođača i svih dokumenata koja će se dostavljati Izvođaču u skladu sa Dokumentima o finansiranju (uključujući i bilo koji prilog na Zahtev o korišćenju sredstava); i
 - (ii) kojom se overavaju sva dokumenta koje je Izvođač prema Dokumentima o finansiranju dostavio i kojom se potvrđuje da su ta dokumenta tačna, potpuna, ažurirana i pouzdana na datum ne raniji od datuma ovog Ugovora.
- (b) Overen primerak (sa pečatom kompanije Izvođača) sledećih dokumenata Izvođača: (i) izjave koju izdaje Izvođač u kojoj se navode imena, zvanja i deponovani potpisi predstavnika Izvođača valjano ovlašćenih od strane Izvođača za potpisivanje Potvrda Izvođača; (ii)

dokaz o podnošenju međunarodnog projekta za izgradnju MOFCOM-u i (iii) (ako je primenjivo) dokaz o prijavi pri MOFCOM-u spoljnotrgovinskog operatera;

- (c) Overen primerak Ugovora o projektovanju i izgradnju vanjano potpisan od ugovornih strana i dokaz da su svi preduslovi za stupanje na snagu Ugovora (uključujući ali ne ograničavajući se na Član 3.1 Ugovora o projektovanju i izgradnju) ispunjeni.
- (d) Dokaz da je Vlada odobrila sklapanje Ugovora o projektovanju i izgradnji, uključujući ali ne ograničavajući se na zaključak Vlade 05 br: 351-8424/2020-1.

5. SINOSURE

- (a) Polisa Sinosure u formi i sadržine zadovoljavajuće za Zajmodavce, valjano izdata od strane Sinosure i dokaz da su ispunjeni svi preduslovi za stupanje na snagu.
- (b) Dokaz da su ispunjeni svi uslovi za stupanje na snagu Polise Sinosure.
- (c) Dokaz da je Sinosure primila Sinosure premiju u celosti.

6. PRAVNA MIŠLJENJA

- (a) Pravno mišljenje Mayer Brown International LLP, pravnih savetnika Strana kreditnog aranžmana u Engleskoj u formi dostavljenoj Prvobitnim zajmodavcima pre potpisivanja ovog Ugovora.
- (b) Pravno mišljenje BDK Advokati, pravnih savetnika Strana kreditnog aranžmana u Republici Srbiji u formi dostavljenoj Prvobitnim zajmodavcima pre potpisivanja ovog Ugovora.
- (c) Pravno mišljenje Fangda Partners, pravnih savetnika Strana kreditnog aranžmana u Kini, u vezi sa Sinosure i Polisom Sinosure u formi dostavljenoj Prvobitnim zajmodavcima pre potpisivanja ovog Ugovora.
- (d) Pravno mišljenje Ministarstva pravde Republike Srbije.

7. DRUGA DOKUMENTA I DOKAZI

- (a) Dokazi da su naknade, troškovi i rashodi dospeli na teret Zajmoprimca u skladu sa Klauzulom 12 (*Naknade i Premija Sinosure*), Klauzulom 13.5 (*Takse*) i Klauzulom 17 (*Troškovi i rashodi*) plaćeni ili da će biti plaćeni na prvi Datum korišćenja sredstava.
- (b) Primerak:
 - (i) Izveštaja Due Diligence o proceni uticaja na životnu sredinu i socijalna pitanja; i

- (ii) Akcionim planom o životnoj sredini i socijalnim pitanjima (ESAP).
- (c) Primerak Izveštaja ESIA (na engleskom jeziku) i dokaz da je rezime Izveštaja ESIA (na engleskom jeziku) dostupan na internetu u skladu sa Principima Ekvator.
- (d) Dokaz o angažovanju Konsultanta za životnu sredinu i socijalna pitanja prihvatljivim za Agenta, koji će posebno biti zadužen da (i) pruži podršku prilikom implementacije aktivnosti predviđenih Akcionim planom o životnoj sredini i socijalnim pitanjima (ESAP) i (ii) dostavi izveštaje o praćenju životne sredine i socijalnih pitanja tokom faze izgradnje; i tokom faze rada, po pitanju usklađenosti realizacije Projekta sa Zahtevima koji se odnose na životnu sredinu i socijalna pitanja.
- (e) Dokaz da su sve dozvole koje se odnose na životnu sredinu a potrebne su prema važećem zakonu za realizaciju Projekta dobijene, pravosnažne i važeće, uključujući, po potrebi, i Saglasnost EIAs za Projekat.
- (f) Dokaz da je službenik zadužen za uručenje iz Klauzule 42.2(a) (*Uručenje*) prihvatio postavljenje.
- (g) Potvrda detaljnih podataka o Računu izvođača.
- (h) Sve informacije i dokazi koje traži bilo koja Strana kreditnog aranžmana o Zajmoprimcu koji su neophodni kako bi se toj Strani kreditnog aranžmana omogućilo da ispoštuje procedure o sprečavanju pranja novca ili zahteve procedure „upoznaj svog klijenta“.
- (i) Primerak bilo kog drugog ovlašćenja ili drugog dokumenta, mišljenja ili uverenja koje Agent smatra neophodnim ili poželjnim (ukoliko je o tome obavestio Zajmoprimca) u vezi sklapanja i realizacije transakcija predviđenih bilo kojim Dokumentom o transakciji ili tokom validnosti i izvršnosti bilo kog Dokumenta o transakciji.

PRILOG 3

ZAHTEV ZA KORIŠĆENJE SREDSTAVA

Od: **REPUBLIKE SRBIJE**, koju predstavlja Vlada Republike Srbije delujući preko i putem Ministarstva finansija („**Zajmoprimac**“)

Za: [*Agent*]

Datum:[●]

Poštovani

REPUBLIKA SRBIJA, koju predstavlja Vlada Republike Srbije delujući preko i putem Ministarstva finansija – **EUR [●] Ugovor o kreditu od [●] ("Ugovor")**

1. Pozivamo se na Ugovor. Ovo je "Zahtev za korišćenje sredstava". Termini definisani u Ugovoru o kreditu imaju isto značenje u ovom Zahtevu za korišćenje sredstava osim ako im ovde nije dato drugo značenje.
2. Želimo da nam se odobri Kredit pod sledećim uslovima:

Predloženi datum [] (ili, ukoliko to nije Radni dan, onda korišćenja: sledeći Radni dan)

Iznos: [] ili, ukoliko je manje, Raspoloživa sredstva kreditnog aranžmana
3. Pozivamo se na Potvrdu izvođača i potvrđujemo da su informacije date u Potvrdi izvođača tačne i pouzdane, da nisu izmenjene niti dopunjene niti zamenjene do datuma ovog Zahteva za korišćenje sredstava.
4. Ovaj Kredit se isplaćuje na iznos koji dospeva i plativ je prema Ugovoru o projektovanju i izgradnji.
5. Kreditna sredstva treba da se uplate na Račun izvođača koji je naveden u Potvrdi izvođača datoj u prilogu.
6. Ovim potvrđujemo:
 - (a)
 - (a) Reprezentacije koje se ponavljaju su na datum ovde naveden i biće do predloženog datuma korišćenja sredstva tačne i istinite u materijalnom smislu;
 - (b) Nije došlo do neispunjenja obaveza na datum ovde naveden i neće biti rezultat ovog zahteva za korišćenje sredstava; i
 - (c) Svi drugi uslovi navedeni u Klauzuli 5.2 (*Dodatni preduslovi*) ovog Ugovora ispunjeni su na datum ovog Zahteva za korišćenje sredstava.
 - (b) Iznos koji će prethoditi u skladu sa Zahtevom za korišćenje sredstava ne uključuju bilo koji iznos za koji je Zajam već ispunjen;
 - (c) iznos koji prethodi u skladu sa Zahtevom za korišćenje sredstava ne uključuje iznos koji je predmet spora po našem najboljem znanju i uverenju da je ili će biti njegov deo ili ceo iznos premet spora.
7. Ovaj Zahtev za plaćanje je neopoziv.

S poštovanjem,

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Ovlašćeni potpisnik Zajmoprimca za i u ime Zajmoprimca

REPUBLIKA SRBIJA, koju predstavlja Vlada Republike Srbije postupajući preko
Ministarstva finansija

PRILOG 4
OBRAZAC POTVRDE IZVOĐAČA

Od: PowerChina International Group Limited
("Izvođač")

Za: BNP Paribas SA, Agenta

Datum:

Poštovani

Republika Srbija – Most na reci Savi – Ugovor o kreditu od [•] ("Ugovor")

1. Pozivamo se na Ugovor. Ovo je "Zahtev za korišćenje sredstava". Termini definisani u Ugovoru o kreditu imaju isto značenje u ovom Zahtevu za korišćenje sredstava osim ako im ovde nije dato drugo značenje. Ovo je Potvrda izvođača izdata uz Zahtev za korišćenje sredstava koji je dat u prilogu.
2. U Prilogu su data Prateća dokumenta relevantna za transakciju koja je opisana u daljem tekstu.
3. Ovim potvrđujemo:
 - (a) prema našoj fakturi br [•] od [•], fakturisali smo Naručiocu ili Investitoru iznos od EUR [•] u vezi sa Ugovorom o projektovanju i izgradnji (u vezi sa [*uneti opis relevantne nabavke robe i usluga*]) ("**Fakturisani iznos**");
 - (b) već smo primili EUR [•] fakturisanog iznosa (koji je najmanje petnaest procenata (15%) fakturisanog iznosa) u obračunatim sredstvima direktno iz Republike Srbije;
 - (c) iznos traženog zajma naveden u priloženom Zahtevu za korišćenje (koji je EUR [•]) je manji ili jednak osamdeset pet procenata (85%) od Fakturisanog iznosa, treba da se uplati na sledeće račune (račune Izvođača definisane u Ugovoru):

Vlasnik računa:	[]
Banka računa:	[]
Adresa banke računa	[]
Swift:	[]
Broj računa (EUR):	[]
 - (d) uplata [zajedno sa prethodnim Fakturisanim iznosom koji se navodi u Potvrdi izvođača] ne prelazi osamdeset i pet procenata (85%) Ugovorne cene;
 - (e) svaki Prateći dokument je potpun, autentičan i važeći u skladu sa Ugovorom o projektovanju i izgradnji po svim materijalnim aspektima;

- (f) pridržavali smo se instrukcija datih od strane Sinosure po pitanju programa korišćenja sredstava;
- (g) našu gore pomenutu fakturu ne osporavaju ni Naručilac ni Investitor;
- (h) Ugovor o projektovanju i izgradnji:
 - (i) nije otkazan, poništen, stavljen van snage niti raskinut;
 - (ii) nije prestao da bude pravosnažan i važeći, koliko nam je poznato;
 - (iii) nije prestao da bude zakonit, validan, obavezujući, izvršiv ili na snazi, koliko nam je poznato;
 - (iv) ugovorna strana nije tvrdila da je nevažeći;
- (i) koliko nam je poznato, nije postalo nezakonito za nas da izvršavamo obaveze prema Ugovoru o projektovanju i izgradnji;
- (j) nismo, direktno niti indirektno, koristili sredstva Kreditnog aranžmana u bilo koje druge svrhe čime bi se kršili Zakoni o sprečavanju korupcije ili Zakoni o sprečavanju pranja novca.
- (k) nismo, direktno niti indirektno, koristili sredstva Kreditnog aranžmana, niti pozajmljivali, dali doprinos niti na drugi način stavljali na raspolaganje ova sredstva licu ili subjektu u cilju:
 - (i) finansiranja ili pomoći u finansiranju aktivnosti ili poslovanja Sankcionisanih lica:
 1. koja su predmet bilo koje sankcije ili trgovinskog embarga kojim upravlja ili sprovodi Organ za sankcije, ili
 2. koja su u vlasništvu pedeset procenata (50%) ili više ili kontrolisana na drugi način od strane Sankcionisanog lica ili deluje za njegov račun; ili
 3. koja se nalaze, rade ili borave na Sankcionisanoj teritoriji;
 - (ii) finansiranje ili omogućavanje realizacije aktivnosti ili poslovanja na Sankcionisanoj teritoriji; ili
 - (iii) na bilo koji drugi način koji bi predstavljao kršenje sankcija od strane bilo kog Sankcionisanog lica (uključujući bilo koje Sankcionisano lice koje bi učestvovalo u transakciji, bez obzira da li je to kao inicijalni kupac, savetnik, investitor, ili drugo);
- (l) sve informacije koje smo predstavili Agentu u vezi sa Potvrdom izvođača tačne su i pouzdane u svim materijalnim aspektima na datum kada su predstavljene i Agent se može na njih osloniti.

4. Gore definisan Fakturisani iznos podoban je za finansiranje prema ovom Ugovoru.

S poštovanjem

.....
Ovlašćeni potpisnik Izvođača u ime i za račun Izvođača
PowerChina International Group Limited

PRILOG 5
OBRAZAC POTVRDE O PRENOSU

Za: BNP Paribas SA kao Agenta

Od: [Postojeći Zajmodavac] (u daljem tekstu "**Postojeći zajmodavac**") i [Novi zajmodavac] (u daljem tekstu "**Novi zajmodavac**")

Dana:

Republika Srbija – Most na reci Savi – Ugovor o kreditu od [●] ("Ugovor")

1. Pozivamo se na Ugovor. Ovo je Potvrda o prenosu. Termini definisani u Ugovoru imaju isto značenje u ovoj Potvrdi o prenosu, osim ako im u Potvrdi o prenosu nije dato drugo značenje.
2. Pozivamo se na Klauzulu 23.5 (*Postupak prenosa*) Ugovora:
 - (a) Postojeći Zajmodavac i Novi zajmodavac su saglasni sa prenosom novacijom Novom zajmodavcu od strane Postojećeg zajmodavca i u skladu sa Klauzulom 23.5 (*Procedura ustupanja*) Ugovora, svih prava i obaveza Postojećeg zajmodavca po Ugovoru i drugim Dokumentima o finansiranju koji se odnose na taj deo Angažovanih sredstava Postojećeg zajmodavca i učešća u Kreditu po osnovu Ugovora, kao što je navedeno u Prilogu.
 - (b) Predloženi datum prenosa je[●].
 - (c) Podaci o Kancelarija aranžmana i adresa, broj faksa i N/R podaci za obaveštavanje Novog zajmodavca za svrhe predviđene Klauzulom 30.2 (*Kontakt podaci*) Ugovora dati su u Prilogu.
3. Novi zajmodavac izričito potvrđuje ograničenja obaveza Postojećeg zajmodavca definisanih u Klauzuli 23.4(c) (*Ograničenje odgovornosti Postojećih zajmodavaca*) Ugovora.
4. Ova Potvrda o prenosu može biti potpisana u bilo kom broju primeraka i ima isti efekat kao da se potpisi na tim kopijama nalaze na jedinstvenom primerku ove Potvrde o prenosu.
5. Na ovu Potvrdu o prenosu i sve neugovorne obaveze koje iz nje proističu ili su sa njom povezane primenjuje se pravo Engleske.
6. Ova Potvrda o prenosu zaključena je na dan naznačen na početku ove Potvrde o prenosu.

DODATAK

Angažovana sredstva/prava i obaveze koji se prenose

[uneti relevantne podatke]

[Adresa kancelarije aranžmana, broj faksa i N/D podaci za dostavljanje
obaveštenja i podaci o računu za plaćanje]

[Postojeći zajmodavac]]

[Novi zajmodavac]

Potpis:

Potpis:

Ova Potvrda o prenosu prihvaćena je od strane Agenta, a [●] je prihvaćen kao Datum prenosa.

[Agent]

Potpis:

PRILOG 6
OBRAZAC UGOVORA O USTUPANJU

Za: BNP Paribas SA kao Agent i Republika Srbija kao Zajmoprimac

Od: [Postojeći Zajmodavac] (u daljem tekstu "**Postojeći zajmodavac**") i ["**Novi zajmodavac**"]

Datum:

Republika Srbija – Most na reci Savi – Ugovor o kreditu od [●] ("Ugovor")

1. Pozivamo se na Ugovor. Ovo je Ugovor o ustupanju. Termini definisani u Ugovoru imaju isto značenje u ovom Ugovoru o ustupanju, osim ako im ovde u Ugovoru o ustupanju nije dato drugo značenje.
2. Pozivamo se na Klauzulu 23.6 (*Postupak ustupanja*) Ugovora:
 - (a) Postojeći Zajmodavac u potpunosti ustupa Novom Zajmodavcu sva prava Postojećeg Zajmodavca po osnovu Ugovora i drugih Dokumentata o finansiranju koji se odnose na taj deo Angažovanih sredstava Postojećeg zajmodavca i učešća u Zajmu po osnovu Ugovora, kao što je navedeno u Prilogu.
 - (b) Postojeći Zajmodavac oslobađa se svih obaveza Postojećeg zajmodavca koje odgovaraju onom delu Angažovanih sredstava i učešća u kreditima Postojećeg zajmodavca po osnovu Ugovora navedenom u ovom Prilogu.
 - (c) Novi Zajmodavac postaje Strana kao Zajmodavac i vezan je obligacijama ekvivalentnim onima od kojih je Postojeći zajmodavac oslobođen u skladu sa gore navedenim stavom 2 (b).
3. Predloženi datum ustupanja je [●].
4. Na Datum ustupanja Novi zajmodavac postaje Strana Dokumentata o finansiranju kao Zajmodavac.
5. Podaci o Kancelariji aranžmana i adresa, broj faksa i N/R podaci za obaveštavanje Novog zajmodavca za svrhe predviđene Klauzulom 30.2 (*Adrese*) Ugovora date su u Prilogu.
6. Novi zajmodavac izričito potvrđuje ograničenja obaveza Postojećeg zajmodavca definisanih u Klauzuli 23.4(c) (*Ograničenje odgovornosti Postojećih zajmodavaca*) Ugovora.
7. Ovaj Ugovor o ustupanju predstavlja obaveštenje Agentu (u ime svake Strane kreditnog aranžmana) i nakon dostavljanja u skladu sa Klauzulom 23.7 (*Procedure ustupanja*) Ugovora, Zajmoprimcu (za račun svakog Dužnika) 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 jedinstvenom primerku ovog Ugovora o ustupanju.
9. Na ovaj Ugovor o ustupanju i sve neugovorne obaveze koje proističu ili su sa njim povezane primenjuje se pravo Engleske.
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 otpuštaju ili preuzimaju

[uneti relevantne podatke]

[Adresa kancelarije aranžmana, broj faksa i N/R podaci za dostavljanje obaveštenja i podaci o računu za plaćanje]

[Postojeći Zajmodavac]

[Novi Zajmodavac]

Potpis:

Potpis:

Ovaj Ugovor o ustupanju prihvaćen je od strane Agent a [●] je prihvaćen kao Datum ustupanja.

Potpisivanje Ugovora o ustupanju od strane Agent predstavlja potvrdu da je Agent prihvatio obaveštenje o ustupanju koje je predmet ovog Ugovora a to obaveštenje Agent prima u ime svake Strane kreditnog aranžmana.

[Agent]

Potpis:

**PRILOG 7
ROKOVI**

Dostavljanje propisno popunjenog Zahteva za korišćenje sredstava (Klauzula 6.1 (<i>Delivery of a Utilisation Request</i>))	U – 15 10:00 (CET)
Agent obaveštava Zajmodavce u skladu sa Klauzulom 6.5 (<i>Lenders' participation</i>)	U – 10 10:00 (CET)
EURIBOR je fiksiran	Dan kotacije 11:00 (briselsko vreme) za potrebe EURIBOR-a

U = Datum korišćenja

U – X = datum koji nastupa X radnih dana pre U

POTPISNICI

ZAJMOPRIMAC

REPUBLIKA SRBIJA

koju predstavlja Vlada Republike Srbije, postupajući preko Ministarstva finansija

Potpis: _____

Ime: Siniša Mali, s.r.

Funkcija: Ministar finansija

Kontakt podaci:

Adresa: Kneza Miloša 20, 11000 Beograd

Faks: (381-11) 3618-961

N/R: Ministra finansija

E-mail: kabinet@mfin.gov.rs i uprava@javnidug.gov.rs

ARANŽER
BNP PARIBAS SA

Potpis: _____

Ime: Gernigon Thierry, s.r.

Funkcija: Direktor za ekportno finansiranje CEEMEA

AGENT**BNP PARIBAS SA**

Potpis: _____

Ime: Gernigon Thierry, s.r.

Funkcija: Direktor za ekportno finansiranje CEEMEA

Kontakt podaci:

Adresa: Credit Transaction Management Export Finance
Immeuble Océanie,
ACI : CPE02A1
9 rue du Débarcadère, 93500 Pantin,
France

N/R: Sylvie CASET CARRICABURU, Nadia TIDJANI

Telefon: +33 1 43 16 81 69/+33 1 42 98 16 57

E-mail: sylvie.casetcarricaburu@bnpparibas.com/nadia.tidjani@bnpparibas.com

PRVOBITNI ZAJMODAVCI

BNP PARIBAS SA

Potpis: _____

Ime: Gernigon Thierry, s.r.

Funkcija: Direktor za ekportno finansiranje CEEMEA

BNP PARIBAS FORTIS SA/NV

Potpis: _____

Ime: Gernigon Thierry, s.r.

Funkcija: Direktor za ekportno finansiranje CEEMEA

Dana 19. maja 2022. godine

REPUBLIKA SRBIJA
koju zastupa Vlada Republike Srbije
postupajući preko Ministarstva finansija

kao Zajmoprimac

i

BNP PARIBAS

kao Agent

UGOVOR O IZMENAMA I DOPUNAMA BR.1

u vezi sa

**Ugovorom o kreditu u iznosu do 79.916.833,43 evra osiguranog
kod China Export & Credit Insurance Corporation za
finansiranje uklanjanja starog mosta na Savi i izgradnju novog
čeličnog lučnog mosta, zaključenog 30. novembra 2021. godine**

Ovaj ugovor o izmenama i dopuna br.1 (ovaj "Ugovor o izmenama i dopunama") zaključen je dana 19. maja 2022. godine između:

- (1) **REPUBLIKE SRBIJE** koju zastupa **Vlada Republike Srbije** postupajući preko **Ministarstva finansija kao Zajmoprimac** ("Zajmoprimac"); i
- (2) **BNP PARIBAS**, a *société anonyme* koje je organizovano i posluje prema zakonima Republike Francuske, čija se registrovana kancelarija nalazi na adresi 16 boulevard des Italiens, 75009 Paris, France registrovana pod brojem 662 042 449 u Privrednom registru u Parizu, kao zasebni agent i agent za druge Finansijske strane ("Agent");

S OBZIROM NA TO DA:

- (A) U skladu sa Ugovorom o kreditu zaključenog 30. novembra 2021. godine ("**Ugovor o kreditu**") između Zajmoprimca, Agenta, i BNP Paribas kao Aranžera i BNP Paribas i BNP Paribas Fortis SA/NV kao Prvobitnih Zajmodavaca ("**Zajmodavci**"), Zajmodavci su se dogovorili da Zajmoprimcu stave na raspolaganje kreditna sredstva u iznosu do 79.916.833,43 evra.
- (B) U skladu sa Klauzulom 2.2 (*Krajnji rok*) Ugovora o kreditu, ako Datum stupanja na snagu nije nastupio do 31. januara 2022. godine (ili bilo kog kasnijeg datuma o kome je Agent, postupajući po uputstvima svih Zajmodavaca, obavestio Zajmoprimca), Ugovor o kreditu neće stupiti na snagu i nijedna Strana neće imati nikakva prava niti obaveze prema ovom ugovoru, osim u obimu predviđenom u stavu (d) Klauzule 2.1 (*Datum stupanja na snagu*) Ugovora o kreditu.
- (C) Strane su se saglasile da izmene i dopune Ugovor o kreditu kako je navedeno u nastavku.

STRANE SU SE SPORAZUMELE O SLEDEĆEM:

1. DEFINICIJE I TUMAČENJA

1.1 Definicije

Termini koji su definisani u Ugovoru o kreditu će, osim ukoliko je drugačije definisano u ovom ugovoru ili ukoliko se pojavi oprečna namera, imati ista značenja koja se navode u ovom ugovoru o izmenama i dopunama, a sledeći termini će imati sledeća značenja:

"**Datum stupanja na snagu**" označava datum ovog ugovora o izmenama i dopunama; i

"**Strane**" označava strane ovog ugovora o izmenama i dopunama.

1.2 Tumačenje

Odredbe Klauzule 1.2 (*Tumačenje*) Ugovora o kreditu će se primeniti po principu, *mutatis mutandis*, na tumačenja ovog ugovora o izmenama i dopunama.

2. IZMENE I DOPUNE

Od Datuma stupanja na snagu, Ugovor o kreditu će biti izmenjen i dopunjen na sledeći način:

- 2.1 Definicija "Period raspoloživosti" u Klauzuli 1.1 (*Definicije*) Ugovora o kreditu se briše u celosti i zamenjuje se sledećim:

“**Period raspoloživosti**" označava period od i zaključno sa Datumom stupanja na snagu do i uključujući datum koji se ranije desi:

- (a) 31. decembar 2022. godine (osim ukoliko su na ili pre tog datuma ispunjeni preduslovi za korišćenje sredstava, u tom slučaju ovaj stav (a) se neće primenjivati);
- (b) datum poslednjeg planiranog plaćanja u skladu sa Ugovorom o projektovanju i izgradnji, što je 112 dana od Datuma završetka; i
- (c) datum koji nastupa 36 meseci nakon datuma koji se kasnije desi:
 - (i) Datum stupanja na snagu; i
 - (ii) datum kada su ispunjeni preduslovi za korišćenje sredstava.“

- 2.2 Klauzula 2.2 Ugovora o kreditu se menja tako da se termin “31. januar 2022. godine” zamenjuje sa “29. oktobar 2022. godine”.

3. IZJAVE I GARANCIJE

Na datum ovog ugovora o izmenama i dopunama, Zajmoprimac daje Ponovljene izjave pozivajući se na činjenice i okolnosti koje su postojale na datum ovog ugovora, kao da pozivanje na Dokumenta o finansiranju uključuje pozivanje na ovaj ugovor o izmenama i dopunama.

4. OVLAŠĆENJE

Svi Zajmodavci dali su svoju saglasnost na izmene i druga pitanja predviđena ovim ugovorom o izmenama i dopunama i u skladu sa tim, Agent je ovlašćen da zaključi ovaj ugovor o izmenama i dopunama u ime Finansijskih strana u skladu sa Klauzulom 34 (Amandmani i odricanja) Ugovora o kreditu.

5. NEPREKIDNOST

Osim u meri u kojoj su izričito izmenjene odredbe ovog ugovora o izmenama i dopunama, svi uslovi Ugovora o kreditu ostaju na snazi i izvršenje, dostavljanje ili sprovođenje ovog ugovora o izmenama i dopunama neće uticati ili narušiti prava i obaveze svake strane Ugovora o kreditu. Ovaj ugovor o izmenama i dopunama činiće sastavni deo Ugovora o kreditu i svako pozivanje u Ugovoru o kreditu ili u bilo kom drugom dokumentu ili instrumentu ili na bilo koju odredbu, od Datuma stupanja na snagu “Ugovor“ će se smatrati kao pozivanje na Ugovor o kreditu ili navedenu odredbu, kako je izmenjeno ovim ugovorom o izmenama i dopunama.

6. RAZNO

6.1 Dokument o finansiranju

Strane označavaju ovaj ugovor o izmenama i dopunama kao Dokument o finansiranju.

6.2 Prava trećih lica

- (a) Osim ukoliko je izričito drugačije navedeno u Dokumentu o finansiranju, lice koje nije Strana ovog ugovora o izmenama i dopunama nema pravo prema Zakonu o obligacionim odnosima iz 1999. godine (Prava trećih lica) da sprovodi ili uživa prednosti bilo kog uslova iz ovog ugovora o izmenama i dopunama.
- (b) Bez obzira na bilo koju odredbu ovog ugovora o izmenama i dopunama, saglasnost bilo kog lica koje nije Strana nije potrebna da bi se ovaj ugovor o izmenama i dopunama u bilo kom trenutku opozvao ili izmenio.

6.3 Inkorporiranje iz Ugovora o kreditu

Termini iz Klauzule 32 (*Delimična ništavnost*), Klauzule 33 (*Pravni lekovi i odricanja*), Klauzule 35 (*Poverljive informacije*), Klauzule 37 (*Primerici*), Klauzule 41 (*Arbitraža*), Klauzule 42 (*Jurisdikcija*) i Klauzule 43 (*Odricanje od imuniteta*) Ugovora o kreditu ovim su inkorporirani u ovaj ugovor o izmenama i dopunama pozivanjem kao da su u celosti ovde navedeni i kao da su pozivanja na "ovaj ugovor" ili "Dokumenta o finansiranju" u tim kaluzulama bila pozivanja na ovaj ugovor o izmenama i dopunama.

6.4 Dalja uverenja

Zajmoprimac će, na zahtev Agenta, izvršiti, potvrditi, dostaviti, arhivirati i/ili registrovati sve takve ugovore, instrumente, sertifikate, dokumente i uverenja i izvršiti sve druge radnje za koje Agent razumno smatra da su neophodne za sprovođenje ovog ugovora o izmenama i dopunama.

6.5 Troškovi i izdaci

Zajmoprimac će u roku od tri (3) radna dana od podnošenja zahteva, nadoknaditi Agentu iznos svih troškova iz sopstvenih sredstava (uključujući sve pravne troškove) koji su nastali u vezi sa procenom, pripremom, pregovorima, štampanjem, izvršavanjem i stupanjem na snagu ovog ugovora o izmenama i dopunama.

7. MERODAVNO PRAVO I NADLEŽNOST

7.1 MERODAVNO PRAVO

Ovaj ugovor o izmenama i dopunama i bilo koje vanugovorne obaveze koje proizilaze iz ili su u vezi sa ovim ugovorom o izmenama i dopunama, regulisani su i tumače se u skladu sa engleskim pravom.

Ovaj ugovor o izmenama i dopunama je zaključen na datum koji je naveden na početku ovog ugovora o izmenama i dopunama.

POTPISI

ZAJMOPRIMAC

REPUBLIKA SRBIJA
koju zastupa Vlada Republike Srbije
postupajući preko Ministarstva finansija

Ime: _____

Ime i prezime: Siniša Mali, s.r.

Funkcija: Ministar finansija

AGENT

BNP PARIBAS

Ime: _____

Ime i prezime: Nadia Tidjani, s.r.

Funkcija: Eksportno finansiranje, Odeljenje za upravljanje kreditnim transakcijama

Ime: _____

Ime i prezime: Philippe Laude, s.r.

Funkcija: Direktor odeljenja za upravljanje transakcijama, Eksportno finansiranje

Dana 20. oktobra 2022. godine

REPUBLIKA SRBIJA

**koju zastupa Vlada Republike Srbije
postupajući preko Ministarstva finansija**

kao Zajmoprimac

i

BNP PARIBAS

kao Agent

UGOVOR O IZMENAMA I DOPUNAMA BR. 2

u vezi sa

**Ugovorom o kreditu u iznosu do 79.916.833,43 evra osiguranog
kod China Export & Credit Insurance Corporation za
finansiranje uklanjanja starog mosta na Savi i izgradnju novog
čeličnog lučnog mosta, zaključenog 30. novembra 2021. godine**

Ovaj ugovor o izmenama i dopuna br. 2 (ovaj "Ugovor o izmenama i dopunama") zaključen je dana 20. oktobra 2022. godine između:

- (1) **REPUBLIKE SRBIJE** koju zastupa **Vlada Republike Srbije postupajući preko Ministarstva finansija kao Zajmoprimac** ("Zajmoprimac"); i
- (2) **BNP PARIBAS**, a *société anonyme* koje je organizovano i posluje prema zakonima Republike Francuske, čija se registrovana kancelarija nalazi na adresi 16 boulevard des Italiens, 75009 Paris, France registrovana pod brojem 662 042 449 u Privrednom registru u Parizu, kao zasebni agent i agent za druge Finansijske strane ("**Agent**");

S OBZIROM NA TO DA:

- (A) U skladu sa Ugovorom o kreditu zaključenog 30. novembra 2021. godine ("**Ugovor o kreditu**") između Zajmoprimca, Agenta, i BNP Paribas kao Aranžera i BNP Paribas i BNP Paribas Fortis SA/NV kao Prvobitnih Zajmodavaca ("**Zajmodavci**"), kako je izmenjeno izmenama i dopunama ugovora br. 1 od 19. maja 2022. godine („Ugovor o kreditu“) Zajmodavci su se dogovorili da Zajmoprimcu stave na raspolaganje kreditna sredstva u iznosu do 79.916.833,43 evra.
- (B) U skladu sa Klauzulom 2.2 (*Krajnji rok*) Ugovora o kreditu, ako Datum stupanja na snagu nije nastupio do 29. oktobra 2022. godine (ili bilo kog kasnijeg datuma o kome je Agent, postupajući po uputstvima svih Zajmodavaca, obavestio Zajmoprimca), Ugovor o kreditu neće stupiti na snagu i nijedna Strana neće imati nikakva prava niti obaveze prema ovom ugovoru, osim u obimu predviđenom u stavu (d) Klauzule 2.1 (*Datum stupanja na snagu*) Ugovora o kreditu.
- (C) Strane su se saglasile da izmene i dopune Ugovor o kreditu kako je navedeno u nastavku.

STRANE SU SE SPORAZUMELE O SLEDEĆEM:

1. DEFINICIJE I TUMAČENJA

1.1. Definicije

Termini koji su definisani u Ugovoru o kreditu će, osim ukoliko je drugačije definisano u ovom ugovoru ili ukoliko se pojavi oprečna namera, imati ista značenja koja se navode u ovom ugovoru o izmenama i dopunama, a sledeći termini će imati sledeća značenja:

- (a) "**Izmenjeni datum stupanja na snagu**" označava datum ovog ugovora o izmenama i dopunama; i
- (b) "**Strane**" označava strane ovog ugovora o izmenama i dopunama.

1.2. Tumačenje

Odredbe Klauzule 1.2 (Tumačenje) Ugovora o kreditu će se primeniti po principu, mutatis mutandis, na tumačenja ovog ugovora o izmenama i dopunama.

2. IZMENE I DOPUNE

Od Datuma stupanja na snagu, Ugovor o kreditu će biti izmenjen i dopunjen na sledeći način:

- 2.1. Definicija "Period raspoloživosti" u Klauzuli 1.1 (Definicije) Ugovora o kreditu se briše u celosti i zamenjuje se sledećim:

"Period raspoloživosti" označava period od i zaključno sa Datumom stupanja na snagu do i uključujući datum koji se ranije desi:

- (a) 28. februar 2023. godine (osim ukoliko su na ili pre tog datuma ispunjeni preduslovi za korišćenje sredstava, u tom slučaju ovaj stav (a) se neće primenjivati);
- (b) datum poslednjeg planiranog plaćanja u skladu sa Ugovorom o projektovanju i izgradnji, što je 112 dana od Datuma završetka; i
- (c) datum koji nastupa 36 meseci nakon datuma koji se kasnije desi:
 - (i) Datum stupanja na snagu; i
 - (ii) datum kada su ispunjeni preduslovi za korišćenje sredstava.“

- 2.2. Klauzula 2.2 Ugovora o kreditu se menja tako da se izraz "29. oktobar 2022. godine" zamenjuje sa "29. decembar 2022. godine".

3. IZJAVE I GARANCIJE

Na datum ovog ugovora o izmenama i dopunama, Zajmoprimac daje Ponovljene izjave pozivajući se na činjenice i okolnosti koje su postojale na datum ovog ugovora, kao da pozivanje na Dokumenta o finansiranju uključuje pozivanje na ovaj ugovor o izmenama i dopunama.

4. OVLAŠĆENJE

Svi Zajmodavci dali su svoju saglasnost na izmene i druga pitanja predviđena ovim ugovorom o izmenama i dopunama i u skladu sa tim, Agent je ovlašćen da zaključi ovaj ugovor o izmenama i dopunama u ime Finansijskih strana u skladu sa Klauzulom 34 (Amandmani i odricanja) Ugovora o kreditu.

5. NEPREKIDNOST

Osim u meri u kojoj su izričito izmenjene odredbe ovog ugovora o izmenama i dopunama, svi uslovi Ugovora o kreditu ostaju na snazi i izvršenje, dostavljanje ili sprovođenje ovog ugovora o izmenama i dopunama neće uticati ili narušiti prava i obaveze svake strane Ugovora o kreditu. Ovaj ugovor o izmenama i dopunama činiće sastavni deo Ugovora o kreditu i svako pozivanje u Ugovoru o kreditu ili u bilo kom drugom dokumentu ili instrumentu ili na bilo koju odredbu, od Datuma stupanja na snagu "Ugovor" će se smatrati kao pozivanje na Ugovor o kreditu ili navedenu odredbu, kako je izmenjeno ovim ugovorom o izmenama i dopunama.

6. RAZNO

6.1 Dokument o finansiranju

Strane označavaju ovaj ugovor o izmenama i dopunama kao Dokument o finansiranju.

6.2 Prava trećih lica

- (a) Osim ukoliko je izričito drugačije navedeno u Dokumentu o finansiranju, lice koje nije Strana ovog ugovora o izmenama i dopunama nema pravo prema Zakonu o obligacionim odnosima iz 1999. godine (Prava trećih lica) da sprovodi ili uživa prednosti bilo kog uslova iz ovog ugovora o izmenama i dopunama.
- (b) Bez obzira na bilo koju odredbu ovog ugovora o izmenama i dopunama, saglasnost bilo kog lica koje nije Strana nije potrebna da bi se ovaj ugovor o izmenama i dopunama u bilo kom trenutku opozvao ili izmenio.

6.3 Inkorporiranje iz Ugovora o kreditu

Termini iz Klauzule 32 (*Delimična ništavnost*), Klauzule 33 (*Pravni lekovi i odricanja*), Klauzule 35 (*Poverljive informacije*), Klauzule 37 (*Primerci*), Klauzule 41 (*Arbitraža*), Klauzule 42 (*Jurisdikcija*) i Klauzule 43 (*Odricanje od imuniteta*) Ugovora o kreditu ovim su inkorporirani u ovaj ugovor o izmenama i dopunama pozivanjem kao da su u celosti ovde navedeni i kao da su pozivanja na "ovaj ugovor" ili "Dokumenta o finansiranju" u tim kaluzulama bila pozivanja na ovaj ugovor o izmenama i dopunama.

6.4 Dalja uverenja

Zajmoprimac će, na zahtev Agent, izvršiti, potvrditi, dostaviti, arhivirati i/ili registrovati sve takve ugovore, instrumente, sertifikate, dokumente i uverenja i izvršiti sve druge radnje za koje Agent razumno smatra da su neophodne za sprovođenje ovog ugovora o izmenama i dopunama.

6.5 Troškovi i izdaci

Zajmoprimac će u roku od tri (3) radna dana od podnošenja zahteva, nadoknaditi Agentu iznos svih troškova iz sopstvenih sredstava (uključujući sve pravne troškove) koji su nastali u vezi sa procenom, pripremom, pregovorima, štampanjem, izvršavanjem i stupanjem na snagu ovog ugovora o izmenama i dopunama.

7. MERODAVNO PRAVO I NADLEŽNOST

7.1 MERODAVNO PRAVO

Ovaj ugovor o izmenama i dopunama i bilo koje vanugovorne obaveze koje proizilaze iz ili su u vezi sa ovim ugovorom o izmenama i dopunama, regulisani su i tumače se u skladu sa engleskim pravom.

Ovaj ugovor o izmenama i dopunama je zaključen na datum koji je naveden na početku ovog ugovora o izmenama i dopunama.

POTPISI

ZAJMOPRIMAC

REPUBLIKA SRBIJA
koju zastupa Vlada Republike Srbije
postupajući preko Ministarstva finansija

Ime: _____
Ime i prezime: Siniša Mali, s.r.
Funkcija: Ministar finansija

AGENT

BNP PARIBAS

Ime: _____
Ime i prezime: Philippe Laude, s.r.
Funkcija: Odeljenje za upravljanje transakcijama, Eksportno finansiranje

Ime: _____
Ime i prezime: Khalid Bouitida, s.r.
Funkcija: Odeljenje za upravljanje transakcijama, Eksportno finansiranje

Član 3.

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