ZAKON

O POTVRĐIVANJU UGOVORA O KREDITNOM
ARANŽMANU U IZNOSU DO 178.382.740,33 EVRA
IZMEĐU REPUBLIKE SRBIJE KOJU PREDSTAVLJA
VLADA REPUBLIKE SRBIJE POSTUPAJUĆI
PREKO MINISTARSTVA FINANSIJA KAO
ZAJMOPRIMCA ARANŽIRAN OD STRANE
DEUTSCHE BANK AKTIENGESELLSCHAFT
FILIALE HONG KONG (OSNOVANE U SAVEZNOJ
REPUBLICI NEMAČKOJ SA OGRANIČENOM
ODGOVORNOŠĆU AKCIONARA) KAO BANKE ZA
STRUKTURIRANJE I OVLAŠĆENOG GLAVNOG
ARANŽERA I AGENTA KREDITNOG ARANŽMANA I
SINOSURE AGENTA

Član 1.

Potvrđuje se Ugovor o kreditnom aranžmanu u iznosu do 178.382.740,33 evra između Republike Srbije koju predstavlja Vlada Republike Srbije postupajući preko Ministarstva finansija kao Zajmoprimca aranžiran od strane Deutsche Bank Aktiengesellschaft Filiale Hong Kong (osnovane u Saveznoj Republici Nemačkoj sa ograničenom odgovornošću akcionara) kao Banke za strukturiranje i Ovlašćenog glavnog aranžera i Agenta Kreditnog aranžmana i Sinosure agenta, koji je potpisan 20. septembra 2024. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Ugovora o kreditnom aranžmanu u iznosu do 178.382.740,33 evra između Republike Srbije koju predstavlja Vlada Republike Srbije postupajući preko Ministarstva finansija kao Zajmoprimca aranžiran od strane Deutsche Bank Aktiengesellschaft Filiale Hong Kong (osnovane u Saveznoj Republici Nemačkoj sa ograničenom odgovornošću akcionara) kao Banke za strukturiranje i Ovlašćenog glavnog aranžera i Agenta Kreditnog aranžmana i Sinosure agenta, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

EUR 178,382,740.33 TERM FACILITY AGREEMENT

dated

20 September 2024

by

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

as Borrower

arranged by

DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (INCORPORATED IN THE FEDERAL REPUBLIC OF GERMANY & MEMBERS' LIABILITY IS LIMITED)

as

Structuring Bank and Mandated Lead Arranger and Facility Agent and Sinosure Agent

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THIS AGREEMENT is dated 20 September 2024 and made between:

- (1) THE REPUBLIC OF SERBIA REPRESENTED BY THE GOVERNMENT OF THE REPUBLIC OF SERBIA ACTING BY AND THROUGH THE MINISTRY OF FINANCE (the "Borrower");
- (2) DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (INCORPORATED IN THE FEDERAL REPUBLIC OF GERMANY & MEMBERS' LIABILITY IS LIMITED) as structuring bank and mandated lead arranger (the "Mandated Lead Arranger");
- (3) **THE FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The Original* lenders) as lenders (the "**Original Lenders**");
- (4) DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (INCORPORATED IN THE FEDERAL REPUBLIC OF GERMANY & MEMBERS' LIABILITY IS LIMITED) as facility agent of the other Finance Parties (the "Facility Agent"); and
- (5) DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (INCORPORATED IN THE FEDERAL REPUBLIC OF GERMANY & MEMBERS' LIABILITY IS LIMITED) as agent of the Lenders in respect of the Sinosure Policy (the "Sinosure Agent").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"Advance Payment" means the "advance payment" in the amount of EUR 26,757,411.05 and RSD 553,525,210.89 payable under the Commercial Contract, which is an amount equal to 15% of the Commercial Contract Price.

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

"Anti-Corruption Laws" means the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 and any similar laws or regulations in any jurisdiction relating to bribery, corruption or any similar practices.

"Anti-Money Laundering Laws" means applicable laws or regulations in any jurisdiction in which the Borrower, or a Buyer is located or doing business that relate to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto including Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615 of the Laws of Hong Kong).

"Anti-Terrorism Law" means the US Patriot Act, the US Money Laundering Control Act of 1986 (18 USC sect. 1956), the US Executive Order No. 13224 on Terrorist Financing: Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, issued 23 September 2001, as amended by Order 13268 or any similar law enacted in the United States, any member nation of the European Union, Hong Kong or the United Nations.

- "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 in form and substance satisfactory to the Facility Agent.
- "Authorisation" means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration.
- "Authorised Signatory" means the Minister of Finance of Serbia or other person as duly authorised by the Borrower.
- "Availability Period" means the period from and including the Effective Date to and including the date falling sixty (60) Months thereafter.

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

- (a) the amount of its participation in any outstanding Loans;
- 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;
 and
- (c) the amount of any repayments received to date.
- "Available Facility" means the aggregate for the time being of each Lender's Available Commitment.
- "Bail-In Action" means the exercise of any Write-down and Conversion Powers.

"Bail-In Legislation" means:

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

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

"Buyer" means each of:

- (a) City of Belgrade Secretariat for Public Transport; and
- (b) PUC Belgrade Metro and Train, a company incorporated and existing under the laws of Serbia with its principal office registered in Vojvode Stepe 318, 11000 Belgrade, the Republic of Serbia.

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

"Commercial Contract" means the contract agreement dated 22 September 2023 entered into between (a) the Buyers, (b) the Commercial Contract Financier and (3) the Contractor in relation to the Project as amended, novated, supplemented, extended, replaced or restated from time to time.

"Commercial Contract Financier" means the Republic of Serbia, represented by the Ministry of Construction, Transport and Infrastructure.

"Commercial Contract Price" means the amount payable by the Commercial Contract Financier to the Contractor under the Commercial Contract.

"Commitment" means:

- in relation to an Original Lender, the amount set opposite its name under the heading "Commitment" 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.

"Confidential Information" means all information relating to the Borrower, the Finance Documents, the Sinosure Policy 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, the Sinosure Policy 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

- is identified in writing at the time of delivery as non-confidential the Borrower and its governmental agencies or any of its advisers; or
- (C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraph (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Borrower and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and
- (ii) any Funding Rate or Reference Bank Quotation.

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

"Construction Phase E&S Management Plan" means the E&S Management Plan during construction phase of the Line 1 (Phase 1) of the Belgrade Metro Project.

"Contractor" means Power Construction Corporation of China, Limited, a company incorporated and existing under the laws of the PRC with its registered office at No. 22, Chegongzhuang West Road, Haidian District, Bejing, 100048, China and acting through its branch Power Construction Corporation of China Limited Ogranak Beograd with address at 88B Omladinskih brigada Street, floor 1, building No. 1500 Tulip, Airport City Business Park, Belgrade – Novi Beograd, 11070 Novi Beograd, Serbia.

"Contractor Account" means the EUR denominated bank account in the name of the Contractor to be opened with Deutsche Bank (China) Co., Ltd., Beijing Branch designated by the Contractor and agreed by the Lenders or such other bank account as the Lenders may from time to time agree, in each case to receive the Commercial Contract Price payable to the Contractor.

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

"Corrective Action Plan" means a plan prepared by the Borrower in consultation with and taking into account the comments of the Main Line Finance Parties, 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.

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

"Dispute" has the meaning given to that term in Clause 40.1 (Arbitration).

"Disruption Event" means either or both of:

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

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

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

"Effective Date" has the meaning ascribed to it under Clause 2.4 (Effective Date).

"EGIS" means EGIS SA, a French joint stock company with registered office at 15, avenue du Centre 78286, Guyancourt Cedex, France.

"Eligible Amount" means up to eighty five per cent. (85%) of the value of the relevant components of the equipment, services and works to be paid for in euro supplied or to be supplied by the Contractor under the Commercial Contract in the maximum amount of EUR 178,382,740.33 (exclusive of value added tax), which is eligible to be financed under this Agreement, as agreed by Sinosure, it being understood that the relevant equipment, services and works of Chinese origin (Chinese content as defined in the Sinosure Policy) shall not be less than the percentage of the Commercial Contract Price as indicated in the Sinosure Policy as the minimum required Chinese content.

"Eligible Goods and Services" means goods and services provided by the Contractor under the Commercial Contract which are eligible for cover under the Sinosure Policy.

"Eligible Institution" means any Lender or other bank, financial institution, trust, fund or other entity selected by the Borrower.

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

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

(g) human health, labour workers' rights, or human rights.

"E&S Actions" means the actions identified:

- (h) in the E&S Management Plans;
- (i) in any E&S Self-Monitoring Report;
- (j) in any Environmental and Social Action Plan (ESAP); and
- (k) in any Corrective Action Plan.

"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 Main Line Finance Parties, in order to ensure that it, and the Line 1 (Phase 1) of the Belgrade Metro Project, are in compliance with the Environmental and Social Requirements.

"Environmental and Social Consultant" means Ramboll UK Limited or any other independent environmental and/or social expert appointed by the Main Line Finance Parties 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 Main Line Finance Parties.

"Environmental and Social Impact Assessment" or "ESIA" means the documents prepared by EGIS on behalf of the Buyers in accordance with the Environmental and Social Requirements, as may be amended or supplemented from time to time by the Borrower in a form and substance satisfactory to all the Lenders, to be provided pursuant to Clause 4.1 (*Initial conditions precedent*).

"E&S Investigations" means any investigation by any governmental, state or other public person arising out of or in relation to the Line 1 (Phase 1) of the Belgrade Metro Project or the assets, business and operations of the Buyers relating to the Line 1 (Phase 1) of the Belgrade Metro Project with respect to the Environmental and Social Laws.

"Environmental and Social Laws" means any and all laws or regulations and any judicial or administrative interpretation thereof (including, without limitation, any judicial or administrative order, consent decree or judgment) applicable to the Borrower, the Contractor in respect of the Line 1 (Phase 1) of the Belgrade Metro Project or the Line 1 (Phase 1) of the Belgrade Metro Project with regard to:

- (I) the pollution, waste or protection of the Environment and natural resource management;
- (m) the health of humans, animals or plants (including applicable laws or regulations relating to human health and safety);
- (n) Environmental Contaminants;
- (o) architectural or cultural heritage;
- (p) the generation, manufacture, processing, sorting, use, treatment, storage, distribution disposal, deposit, discharge, release, removal, spillage, emission,

- transport, handling or presence of any Environmental Contaminant, alone or in combination with any other; and/or
- (q) the conditions of the workplace, labour, social security, human rights, the regulation of industrial relations (between government, employers and employees), the protection of occupational as well as public health and safety, the regulation of public participation, the protection and regulation of ownership of land rights (both formal and traditional), immovable goods and intellectual and cultural property rights, the protection and empowerment of indigenous peoples or ethnic groups, the protection, restoration and promotion of cultural heritage and all other applicable laws, providing for the protection of employees and citizens.

"Environmental and Social Management Plans" or "E&S Management Plans" means, together, the Construction Phase E&S Management Plan and the Operations Phase E&S Management Plan, and "E&S Management Plan" means either of them.

"Environmental and Social Monitoring Report" means a periodic audit report from the Environmental and Social Consultant, provided in a form satisfactory to the Main Line Finance Parties and, on the compliance of Line 1 (Phase 1) of the Belgrade Metro Project with the Environmental and Social Requirements, remitted as often as the Majority Lenders agree with the Environmental and Social Consultant.

"E&S Obligations" means the obligations of any person (including the Borrower and the Buyers) to:

- (r) comply with any applicable Environmental and Social Laws;
- (s) align with the E&S Standards and the Equator Principles;
- (t) undertake the E&S Actions;
- (u) comply with the requirements of the E&S Management Plans; or
- (v) comply with the requirements of any Corrective Action Plan;

in each case in relation to the Line 1 (Phase 1) of the Belgrade Metro Project.

"E&S Obligations Breach" means a breach of any E&S Obligation (including by the Borrower and/or the Buyers) other than any such breach that has been disclosed to the Facility Agent and where such breach has resulted in corrective action, any Corrective Action Plan, or other corrective action otherwise agreed with the Facility Agent;

"E&S Self-Monitoring Report" means the reports required pursuant to paragraph 19.3(f) of Clause 19.3 (*Environmental compliance*) substantially in the form set out in Schedule 9 (*Form of E&S Self-Monitoring Report*).

"E&S Trigger Event" means:

- (w) an Environmental or Social Incident; and/or
- (x) an E&S Obligations Breach.

"Environmental and Social Permits" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental and Social Laws for the operation of the business of the Borrower conducted on or from the properties owned or used by it.

- "Environmental and Social Requirements" or "E&S Requirements" means all requirements, conditions, standards, protection, obligations or performance required by:
- (y) any Environmental and Social Law;
- (z) the Environmental and Social Standards;
- (aa) the Environmental and Social Action Plan (ESAP);
- (bb) the E&S Management Plan; and
- (cc) any Corrective Action Plan.

"Environmental and Social Standards" or "E&S Standards" 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 Line 1 (Phase 1) of the Belgrade Metro Project.

"Environmental Contaminant" means all pollutants (including vibration, noise, electricity, heat or other radiation) or contaminants (including any chemical, biological, industrial, radioactive, dangerous, toxic or hazardous substance, water or residue, whether in solid or liquid forms or a gas or vapour) and any genetically modified organisms that may be harmful to the Environment or to the health and well-being of humans.

"Environmental or Social Claim" means any claim, litigation, arbitral proceedings, administrative proceedings, formal notice or investigation by any person relating to: (a) any applicable Environmental and Social Requirements; or (b) any Authorisation relating to applicable Environmental and Social Requirements.

"Environmental or Social Incident" will be defined on a case-by-case basis depending on the nature of the Line 1 (Phase 1) of the Belgrade Metro Project, and will include:

- (dd) the release of any hazardous substance on or from any property of the Borrower;
- (ee) any unanticipated incident, accident or circumstance in connection with the Line 1 (Phase 1) of the Belgrade Metro Project which has resulted in or is likely to result in significant, severe or irreversible damage to or impact on the environment, or damage, impact or harm to the lives, livelihood, quality of life, health, safety, security or property of any person; or
- (ff) an incident or accident relating to the Borrower or the Line 1 (Phase 1) of the Belgrade Metro Project which has had the following direct or indirect impact in any of the categories specified:
 - (i) on health: death, major disability or serious health damage;
 - (ii) on society: destruction of a site or object of cultural or religious significance, permanent, serious damage or destruction of community assets or infrastructure, or any significant and sustained community or worker-related grievance, protest, action or challenge to the Line 1 (Phase 1) of the Belgrade Metro Project; or

(iii) material damage to the Environment (including through the release of any Environmental Contaminant).

"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.

"EIA Consent" means the consent on the environmental impact 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).

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

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

- (a) the applicable Screen Rate as of the Specified Time for euro and for a period equal in length to:
 - (i) in the case of any Interest Period of a duration of less than six (6) Months, six (6) Months; and
 - (ii) in other cases, such Interest Period;
- (b) as otherwise determined pursuant to Clause 10.1 (*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 20 (Events of Default).

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

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

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

"FATCA" means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"FATCA Application Date" means:

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

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

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

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

"FATCA Payment" means either:

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

"Fee Letter" means any letter or letters dated on or about the date of this Agreement between the Mandated Lead Arranger and the Borrower (or the Facility Agent and the Borrower) setting out any of the fees referred to in Clause 11 (Fees).

"Final Maturity Date" means the date falling one hundred and fifty-six (156) Months after the Effective Date.

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

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

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

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

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

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

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

"Hong Kong" means Hong Kong Special Administrative Region.

"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.

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"IMF" means the International Monetary Fund.

"Immunity Assets" has the meaning given to that term in Clause 17.20 (No Immunity).

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

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

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

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

each as of the Specified Time for euros.

"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 22 (*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.

"Line 1 (Phase 1) of the Belgrade Metro Project" means construction and commissioning of the metro line from the Zeleznik station to the Karaburma station (total 15 stations) and its associated depot in Makis area.

"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.

"Longstop Date" means 31 December 2024.

"Main Line Finance Parties" means, as applicable, the agent(s), lender(s) and/or majority lender(s) (as the case maybe), and export credit agencies involved in financing Line 1 (Phase 1) of the Belgrade Metro Project, excluding the depot.

"Majority Lenders" means a Lender or Lenders whose Commitments aggregate more than $66^2/_3\%$ of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than $66^2/_3\%$ of the Total Commitments immediately prior to the reduction).

"Margin" means 1.65 per cent. per annum.

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

- (a) the economic condition of the Borrower or the Buyer;
- (b) the ability of the Borrower to perform its obligations under the Finance Documents:
- (c) the validity or enforceability of the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents;
- (d) the ability of any party to the Commercial Contract to comply with its obligations under the Commercial Contract;
- (e) the validity or enforceability of the Commercial Contract or the rights and remedies of the Contractor under the Commercial Contract;
- (f) the international or any relevant domestic loan or capital markets (including the availability and the cost of funding in the international interbank market) which has affected or could affect the successful implementation and performance of the Facility; or
- (g) the political, financial or economic climate in Serbia, including changes resulting directly or indirectly from any existing or outbreak of war or other armed conflicts, state of national emergency, civil unrest, disturbance or other similar events in each case whether such event may occur in Serbia or in any other state or country.

"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 National Bank of Serbia.

"New Lender" has the meaning given to that term in Clause 22 (Changes to the Lenders).

"Operations Phase" means the operations phase of the Line 1 (Phase 1) of the Belgrade Metro Project starting from the date that a certificate of completion or relevant document has been issued in respect of the Line 1 (Phase 1) of the Belgrade Metro Project so that the Line 1 (Phase 1) of the Belgrade Metro Project is complete and ready for operation.

"Operations Phase E&S Management Plan" means the E&S Management Plan during the Operations Phase of the Line 1 (Phase 1) of the Belgrade Metro Project which is prepared by the Environmental and Social Consultant.

"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.

"Payment Certificates" has the meaning given to that term in the Commercial Contract.

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

"Project" means the supply of the civil works of the Belgrade Metro Project Phase 1A- Metro Depot in Makis Field undertaken by the Contractor pursuant to the Commercial Contract.

"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, the second TARGET Day before the first day of that period.

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

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

- (a) (other than where paragraph (b) below applies) as the rate at which the relevant Reference Bank believes one prime bank is quoting to another prime bank for interbank term deposits in euro within the Participating Member States for the relevant period; or
- (b) if different, as the rate (if any and applied to the relevant Reference Bank and the relevant period) which contributors to the Screen Rate are asked to submit to the relevant administrator.

"Reference Banks" means the principal London offices of the Lenders or such other entities as may be appointed as such by the Facility Agent in consultation with the Borrower.

"Relevant Interbank Market" means the European interbank market.

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

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- (a) invoices in respect of the Eligible Goods and Services in respect of which the relevant Utilisation Request is delivered under the Commercial Contract;
- (b) the Payment Certificate in relation to amounts requested under the relevant Utilisation Request; and
- (c) if requested, certified bills of entry of the Eligible Goods and Services (as proof of arrival of any Eligible Goods and Services in Serbia).

"Repayment Date" means:

- (a) the First Repayment Date;
- (b) each date falling at six (6) Monthly intervals after the First Repayment Date excluding the Final Maturity Date; and
- (c) the Final Maturity Date.

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

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

"Resolution Authority" means anybody which has authority to exercise any Writedown and Conversion Powers.

"Sanctioned Territory" means a country, region or territory that is the subject of country-wide, region-wide or territory-wide Sanctions, for avoidance of any doubt, including but not limited to regions of Zaporizhzhia and Kherson.

"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;
- (b) the European Union;
- (c) the government of the United States of America;
- (d) the government of the United Kingdom;
- (e) the government of Hong Kong; and
- (f) the government of the PRC.

"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;
- (c) HMT;
- (d) the United Nations Security Council; and
- (e) the European Union Council.

"Sanctions List" means any of the lists of designated sanctions targets maintained by a Sanctions Authority from time to time, including (without limitation) as at the date of this Agreement:

- (a) in the case of OFAC:
 - (i) the Specially Designated Nationals and Blocked Persons List; and
 - (ii) the Consolidated Sanctions List; and
- (b) in the case of the United States Department of State or the United States Department of Commerce:
 - (i) the Denied Persons List;
 - (ii) the List of Statutorily Debarred Parties;
 - (iii) the Entity List; and
 - (iv) the Terrorist Exclusion List;
- (c) in the case of HMT:
 - (i) the Consolidated List of Financial Sanctions Targets; and
 - (ii) the List of Persons Subject to Restrictive Measures in View of Russia's Actions Destabilising the Situation in Ukraine;
- (d) in the case of the European Union, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions; and
- (e) any other lists of designated sanctions maintained by a Sanctions Authority from time to time.

"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 is or will become with the expiry of any period of time, subject to Sanctions.

"Sanctions Trigger Event" means in respect of a Lender, it becomes contrary to any Sanction for that Lender (the "Sanctions Affected Lender") to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan.

"Screen Rate" means the euro interbank offered rate administered by the 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 Facility Agent may specify another page or service displaying the relevant rate after consultation with the Borrower.

"Serbia" means the Republic of Serbia.

"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.

"Side Letter" means the side letter dated on or about the date of this Agreement and by the Borrower and the Facility Agent.

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

"Sinosure Policy" means the export credit insurance policy issued by Sinosure to and for the benefit of the Sinosure Agent (acting on behalf of the Lenders) covering political and commercial risks in connection with repayment of principal and payment of accrued interest under this Agreement for a maximum amount equal to ninety five per cent. (95%) of the aggregate principal and accrued interest under this Agreement.

"Sinosure Policy Event" means any of the following events or circumstances:

- (a) it becomes unlawful for Sinosure to perform or comply with any or all of its payment obligations pursuant to the Sinosure Policy;
- (b) the Sinosure Policy or any of Sinosure's obligations under the Sinosure Policy, in each case, are not or cease to be legal, valid, binding or in full force and effect;
- (c) any circumstance has arisen which has or may invalidate or otherwise may lead to the cancellation, termination, revocation, rescission, withdrawal or suspension of the Sinosure Policy or Sinosure avoids cancels, rescinds, repudiates, suspends or terminates the Sinosure Policy in whole or in part;
- (d) the Commercial Contract ceases to meet the eligibility criteria for export credits as provided for pursuant to the terms of Sinosure Policy for the purpose of this Agreement and which results in or is reasonably likely to result in the cancellation, suspension, unenforceability or termination of the Sinosure Policy (in whole or in part);
- (e) Sinosure, or the PRC, otherwise avoids, cancels, rescinds, repudiates, suspends or terminates, the Sinosure Policy, in either case, in whole or in part (or Sinosure makes any notification that it intends to do so);
- (f) Sinosure refuses to accept a valid insurance claim under the Sinosure Policy or to pay compensation under the Sinosure Policy in a manner as instructed by the relevant Lender;

- (g) Sinosure ceases to be a policy-oriented statutory financial institution under the direct authority of the State Council of the PRC or to be a company wholly owned by the government of the PRC, or the Ministry of Finance of the PRC ceases to maintain liquidity support for Sinosure; or
- (h) the PRC or any relevant authority in the PRC withdraws its support for the Sinosure Policy in whole or in part.
- "Sinosure Policy Proceeds" means any and all insurance moneys, recoveries and/or any other amounts payable by Sinosure under the Sinosure Policy.
- "Sinosure Premium" means the credit insurance premium payable to Sinosure in respect of the Sinosure Policy.
- "Sinosure Transfer" means an assignment of rights, or a transfer of rights and obligations, by a Lender to Sinosure (or to any person specified by Sinosure) pursuant to Clause 22 (*Changes to the Lenders*).
- "**Specified Time**" means a day or time determined in accordance with Schedule 8 (*Timetables*).
- "Subsidiary" means any person (referred to as the "first person") in respect of which another person (referred to as the "second person"):
- (a) holds a majority of the voting rights in that first person or has the right under the constitution of the first person to direct the overall policy of the first person or alter the terms of its constitution; or
- is a member of that first person and has the right to appoint or remove a majority of its board of directors or equivalent administration, management or supervisory body; or
- (c) has the right to exercise a dominant influence (which must include the right to give directions with respect to operating and financial policies of the first person which its directors are obliged to comply with whether or not for its benefit) over the first person by virtue of provisions contained in the articles (or equivalent) of the first person or by virtue of a control contract which is in writing and is authorised by the articles (or equivalent) of the first person and is permitted by the law under which such first person is established; or
- (d) is a member of that first person and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in the first person or the rights under its constitution to direct the overall policy of the first person or alter the terms of its constitution; or
- (e) has the power to exercise, or actually exercises dominant influence or control over the first person; or
- (f) together with the first person are managed on a unified basis,

and for the purposes of this definition, a person shall be treated as a member of another person if any of that person's Subsidiaries is a member of that other person or, if any shares in that other person are held by a person acting on behalf of it or any of its Subsidiaries.

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

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

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

"**Total Commitments**" means the aggregate of the Commitments, being EUR 178,382,740.33 at the date of this Agreement, representing an aggregate amount of up to 85% of the Commercial Contract Price.

"Transaction Documents" means the Finance Documents and the Commercial 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 Facility 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 Facility Agent executes the relevant Assignment Agreement or Transfer Certificate.

"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

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

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

"US" means the United States of America.

"US Tax Obligor" means:

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

"Utilisation" means a utilisation of the Facility.

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

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

"VAT" means:

- 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, 26 113/2017, 13/2018, 30/2018,4/2019, 72/19, 8/2020, 153/2020 and 138/2022);
- (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.

"Write-down and Conversion Powers" means:

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

1.2 Construction

(a) Unless a contrary indication appears any reference in this Agreement to:

- (i) the "Facility Agent", the "Mandated Lead Arranger", "Sinosure", "Sinosure Agent", any "Finance Party", any "Lender", the "Borrower" or any "Party" shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;
- (ii) an "agency" of a state shall be construed as a reference to any political sub-division, regional or municipal government, ministry, department, authority or statutory corporation (whether autonomous or not) of or any corporation or other entity which is controlled or (as to fifty per cent. or more of its issued share capital or the equivalent thereof) owned, directly or indirectly, by such state or its government and/or one or more such agencies;
- (iii) an "amendment" includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (however fundamental and whether or not more onerous) and "amended" will be construed accordingly;
- (iv) "assets" includes present and future properties, revenues and rights of every description;
- (v) "control" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "controlled" by the first person;
- (vi) a "Finance Document", the "Sinosure Policy" or any other agreement or instrument is a reference to that Finance Document, the Sinosure Policy or other agreement or instrument as amended, novated, supplemented, extended, replaced or restated;
- (vii) a "group of Lenders" includes all the Lenders;
- (viii) "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;
- (ix) "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;
- "material" shall be deemed to refer to what each Finance Party reasonably determines to be material, provided, however, that in determining what is "material" each Finance Party may consider its own reputational concerns without reference to whether or not it is reasonable to do so or whether the Finance Party's concern regarding its reputation is reasonable;

- (xi) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (xii) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (xiii) the "World Bank" is a reference to the World Bank Group and includes IBRD, The International Development Association (IDA), The International Finance Corporation (IFC) and The Multilateral Investment Guarantee Agency (MIGA);
- (xiv) the singular includes the plural and vice versa;
- (xv) a gender includes the other gender and the neuter;
- (xvi) the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation":
- (xvii) a provision of law is a reference to that provision as amended or reenacted from time to time; and
- (xviii) a time of day is a reference to Hong Kong time.
- (b) The determination of the extent to which a rate is "for a period equal in length" to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
- (c) Section, Clause and Schedule headings are for ease of reference only.
- (d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
- (e) A Default (other than an Event of Default) is "**continuing**" if it has not been remedied or waived and an Event of Default is "**continuing**" if it has not been remedied or waived.

1.3 Currency symbols and definitions

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

"RSD" means the lawful currency of the Serbia.

1.4 Third party rights

(a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties)

- Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Agreement.
- (b) Subject to paragraph (c) below and the provisions of the Third Parties Act, Sinosure may rely on Clauses 1.6 (*Sinosure override*), 1.7 (*Instructions from Sinosure*), 21 (*Subrogation*) and 22.8 (*Transfers to the Sinosure*).
- (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.

1.5 Independence of the Finance Documents

The Borrower acknowledges that its obligations under the Finance Documents:

- (a) are independent and separate from the Commercial Contract and any other document or agreement (other than any Finance Document);
- (b) are not subject to, or dependent or conditional upon, the execution or performance by the Contractor or any other person of its obligations under the Commercial Contract or any other document, contract or arrangement related to it; and
- (c) will not be affected or discharged by:
 - (i) any matter affecting the Contractor, any Buyer or any other person or the Commercial Contract or any other document, contract or arrangement related to them;
 - (ii) non-performance, breach, frustration or invalidity of, or the destruction, non-completion or non-functioning of any of the goods and services to be supplied, or rendered, under, the Commercial Contract or any other document, contract or arrangement related to it;
 - (iii) any dispute under the Commercial Contract or any other document, contract or arrangement related to it, or any claim which a Buyer, the Contractor or any other person may have against, or consider that it has against, the Contractor or any other person under or in relation to the Commercial Contract or any other document, contract or arrangement related to it;
 - (iv) any administration, bankruptcy, insolvency, liquidation or similar proceedings commenced against the Contractor or any other person party to the Commercial Contract, or being applicable to any transactions contemplated thereunder, or the Contractor or any other person party to the Commercial Contract or any transactions contemplated thereunder being insolvent; or
 - (v) any unenforceability, illegality or invalidity of any obligation of the Contractor, any Buyer or any other person under the Commercial Contract or any other document, contract or arrangement related thereto.

1.6 Sinosure override

(a) Notwithstanding anything to the contrary in any Finance Document, nothing in any Finance Document shall oblige any Finance Party to act (or omit to act) in a manner that is inconsistent with any requirement of the Sinosure 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 consider necessary to ensure that all requirements of the Sinosure under or in connection with the Sinosure Policy are complied with in all respects (whether or not such requirements are inconsistent with any terms of any Finance Documents) and take such action as may be reasonably necessary, to ensure that the Sinosure Policy continues in full force and effect; and
- (ii) not be obliged to do anything if, in its opinion, to do so could (A) result in a breach of any requirement of the Sinosure under or in connection with the Sinosure Policy, (B) affect the validity of the Sinosure Policy or (C) otherwise result in a Sinosure Policy Event.
- (b) Nothing in this Clause 1.6 shall affect the obligations of the Borrower under the Finance Documents.

1.7 Instructions from Sinosure

- (a) The Parties acknowledge and agree that, in accordance with the terms of the Sinosure Policy, the Sinosure may, at any time, instruct a Finance Party (whether directly or by notice to Sinosure Agent) to suspend or to cease to perform any or all of its obligations under this Agreement or any other Finance Document. That Finance Party will be required to comply with any such instruction. Each Party agrees that it will not hold any Finance Party responsible for complying with any such instruction.
- (b) The Borrower acknowledges and agrees that:
 - (i) a Finance Party may be required to exercise, or to refrain from exercising, its rights, powers, authorities and discretions under, and performing its obligations under, or in connection with, the Finance Documents, in accordance with any instructions given to it by the Sinosure (through Sinosure Agent or otherwise) in accordance with the provisions of the Sinosure Policy; and
- (c) a Finance Party will not be acting or making any determination unreasonably if such action or such determination is made in accordance with the Sinosure Policy or any instructions given to it by the Sinosure (through Sinosure Agent or otherwise) in accordance with the provisions of the Sinosure Policy.

2. THE FACILITY

2.1 The Facility

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

2.2 Finance Parties' rights and obligations

(a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from the Borrower is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by the Borrower which relates to a Finance Party's participation in the Facility or its role under a Finance Document (including any such amount payable to the Facility Agent on its behalf) is a debt owing to that Finance Party by the Borrower.
- (c) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

2.3 No claims against Finance Parties

The Borrower agrees that:

- (a) the Finance Parties may act on the instructions of Sinosure in relation to this Agreement;
- (b) it shall have no claims whatsoever in respect of any loss, damage or expense suffered or incurred by it against any Finance Party as a result of that Finance Party acting on the instructions of Sinosure in relation to this Agreement except to the extent that such loss, damage or expense arose due to the gross negligence or wilful misconduct of the relevant Finance Party; and
- (c) the Sinosure Agent has obligations as agent of the holder of the Sinosure Policy which the Sinosure 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 Sinosure Policy. Accordingly, the Borrower agrees to indemnify the Sinosure Agent against any cost, loss or liability incurred by the Sinosure Agent as the agent of the holder of the Sinosure Policy and for any cost, loss or liability for which the Sinosure Agent may be liable to Sinosure in respect of the Sinosure Policy, except to the extent that such cost, loss or liability arose due to the gross negligence or wilful misconduct of the Sinosure Agent.

2.4 Effective Date

- (a) Except for this Clause 2.4, the terms of this Agreement shall only take effect on the date on which the Facility Agent notifies the Borrower that it has received evidence of the publication of the Official Gazette of Serbia in which the law on ratification of this Agreement by the National Assembly of the Republic of Serbia has been published in form and substance satisfactory to the Facility Agent (the "Effective Date").
- (b) 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.
- (c) The Facility Agent shall promptly notify the Borrower in writing upon being so satisfied.

(d) If the Effective Date has not occurred on or before the Longstop Date, this Agreement shall be immediately terminated and all the Commitments shall be immediately cancelled.

3. PURPOSE

3.1 Purpose

- (a) The Borrower shall apply all amounts borrowed by it under the Facility to finance payments due and payable from the Buyer to the Contractor in respect of Eligible Goods and Services pursuant to the terms of the Commercial Contract, provided that the aggregate principal amount of all Loans so financed for such purpose shall not exceed the Eligible Amount or the Total Commitments.
- (b) None of the amounts borrowed by the Borrower under the Facility shall be used to finance or reimburse the Borrower for any part of the Advance Payment.
- (c) For the avoidance of doubt, no part of the Facility is being made available for the purpose of financing the Borrower's current liquidity purposes (*finansiranje tekuće likvidnosti*) within the meaning of Serbian 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, as may be amended or replaced from time to time.

3.2 Monitoring

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

4. CONDITIONS OF UTILISATION

4.1 Initial conditions precedent

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

4.2 Further conditions precedent

The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) for each Utilisation:
 - (i) there is no outstanding notice of mandatory prepayment from the Facility Agent under Clause 7.1 (*Illegality*) or Clause 7.2 (*Commercial Contract*);
 - (ii) no Default is continuing or would result from the proposed Loan;
 - (iii) the representations made by the Borrower in Clause 17 (*Representations*) are true in all respects; and
 - (iv) the Sinosure Policy remains in full force and effect and the Facility Agent has not received a notice from Sinosure requesting the Lenders to suspend the making of the relevant Utilisation (or if the Facility Agent has received such a notice, that notice has been withdrawn) and the Lenders are not required by the terms of any terms and conditions applicable to the Sinosure Policy to suspend the making of that Utilisation.
- (b) in respect of the Eligible Goods and Services in respect of which the relevant Utilisation Request is delivered, the Facility Agent has received the Relevant Supporting Documents.

5. UTILISATION

5.1 Delivery of a Utilisation Request

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

5.2 Completion of a Utilisation Request

- (a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
 - (i) it is in the form set out in Schedule 3 (*Utilisation Request*);
 - (ii) the proposed Utilisation Date is a Business Day within the Availability Period;
 - (iii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*);
 - (iv) the proposed Interest Period complies with Clause 9 (Interest Periods);and
 - (v) it is accompanied by a duly completed Contractor Certificate executed by an authorised signatory on behalf of the Contractor, including the Relevant Supporting Documents and all other attachments (if any) referred to therein.
- (b) Only one (1) Loan may be requested in each Utilisation Request.

5.3 Currency and amount

- (a) The currency specified in a Utilisation Request must be EUR.
- (b) The amount of the proposed Loan must be an amount which (A) is not more than the Available Facility, (B) is a minimum of EUR 1,000,000 or, if less, the Available Facility.

5.4 Lenders' participation

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

5.5 Payment

- (a) The proceeds of the Loans under each Utilisation shall be paid directly to the Contractor Account, in accordance with the Commercial Contract and acceptable to the Facility Agent.
- (b) The Borrower hereby irrevocably and unconditionally authorises and directs the Facility Agent to pay the amounts so requested in any Utilisation Request using the proceeds of Loans under each Utilisation made available to the Facility Agent by the Lenders to pay the Contractor in accordance with the Commercial Contract and the terms of this Agreement.

5.6 Cancellation of Commitment

The Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period, unless the Availability Period is extended upon written request of the Borrower and as approved by the Facility Agent (acting on the instructions of all Lenders).

6. REPAYMENT

6.1 Repayment of Loans

- (a) Subject to Clause 7 (*Prepayment and Cancellation*), the Borrower shall repay the Loans made to it in instalments by repaying the relevant Repayment Instalment on each Repayment Date.
- (b) The Borrower shall repay the first Repayment Instalment on the First Repayment Date and thereafter shall repay each subsequent Repayment Instalment (or if less, the reminder of all outstanding Loans) on each subsequent Repayment Date until and including the Final Maturity Date.
- (c) The Borrower may not reborrow any part of the Facility which is repaid.

7. PREPAYMENT AND CANCELLATION

7.1 Illegality

If, in any applicable jurisdiction, at any time, it 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 at any time, it becomes unlawful for any Affiliate of a Lender for that Lender to do so:

- (a) that Lender shall promptly notify the Facility Agent upon becoming aware of that event;
- (b) upon the Facility Agent notifying the Borrower, the Available Commitment of that Lender will be immediately cancelled; and
- (c) to the extent that the Lender's participation has not been transferred pursuant to paragraph (d) of Clause 7.7 (*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 Facility Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Facility Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment shall be cancelled in the amount of the participations repaid.

7.2 Commercial Contract

If the Commercial Contract or any provision thereof is cancelled, terminated, rescinded, revoked or becomes invalid, illegal or unenforceable:

- (a) the Borrower shall promptly notify the Facility Agent upon becoming aware of that event;
- (b) the Borrower may not deliver a Utilisation Request and a Lender shall not be obliged to fund a Utilisation which is yet to be made; and
- (c) if the Majority Lenders so require, the Facility Agent shall, by not less than fifteen (15) Business Days' notice to the Borrower, cancel the Total Commitments and declare all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable whereupon the Total Commitments will be cancelled and all such outstanding Loans and amounts will become immediately due and payable.

7.3 Mandatory Prepayment – Sinosure Policy Event

- (a) If a Sinosure Policy Event occurs:
 - (i) the Borrower shall promptly notify the Facility Agent upon becoming aware of that event;
 - (ii) a Lender shall not be obliged to fund a Utilisation; and
 - (iii) if the Majority Lenders so require, the Facility Agent shall by no less than thirty 30 Business Days' notice to the Borrower, cancel the Total Commitments and declare all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable whereupon the Total

Commitments will be cancelled and all such outstanding Loans and amounts will become immediately due and payable.

(b) For the avoidance of doubt, notwithstanding that a Sinosure Policy Event has occurred, the Borrower shall remain liable to the Finance Parties in respect of all payments due and payable under the Finance Documents (including without limitation any principal, interest, Break Costs and fees).

7.4 Mandatory Prepayment – Sanctions Trigger Event

If a Sanctions Trigger Event occurs:

- (a) the Borrower or the Sanctions Affected Lender shall promptly notify the Facility Agent upon becoming aware of that event;
- (b) upon the Borrower having notified the Facility Agent under paragraph (a) above (or the Facility Agent notifying the Borrower where such notice under paragraph (a) above has been provided by the Sanctions Affected Lender), the Available Commitment of the Sanctions Affected Lender shall be immediately cancelled; and
- (c) if required by the Sanctions Trigger Event and to the extent that the Sanctions Affected Lender's participation has not been transferred pursuant to paragraph (d) of Clause 7.7 (*Right of replacement or repayment and cancellation in relation to a single Lender*), the Borrower shall repay the Sanctions Affected Lender's participation in the Loans made to the Borrower on the last day of the Interest Period for each Loan occurring after the Facility Agent has notified the Borrower or, if earlier, the date specified by the Sanctions Affected Lender in the notice delivered to the Facility Agent (being no earlier than the last day of any applicable grace period permitted by law) and the Sanctions Affected Lender's corresponding Commitment shall be cancelled in the amount of the participations repaid.

7.5 Voluntary cancellation

Subject to the prior consent of the Sinosure, the Borrower may, if it gives the Facility Agent not less than thirty (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 7.5 shall reduce the Commitments of the Lenders rateably.

7.6 Voluntary prepayment of Loans

- (a) Subject to the prior consent of the Sinosure, the Borrower may, if it gives the Facility Agent not less than fifteen 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 1,000,000).
- (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 7.6 shall satisfy the obligations under Clause 6.1 (*Repayment of Loans*) in inverse chronological order.

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

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

the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues and with the prior consent of the Sinosure give the Facility 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 Facility Agent notice of its intention to replace that Lender in accordance with paragraph (d) below.

- (b) On receipt of a notice of cancellation referred to in paragraph (a) above, the Available Commitment of that Lender shall immediately be reduced to zero.
- (c) On the last day of each Interest Period which ends after the Borrower has given notice of cancellation under paragraph (a) above (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender's participation in that Loan 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 paragraph (a) above apply to a Lender; or
 - (ii) the Borrower becomes obliged to pay any amount in accordance with Clause 7.1 (*Illegality*) or Clause 7.4 (*Mandatory Prepayment Sanctions Trigger Event*) to any Lender,
 - (iii) the Borrower may, on thirty (30) Business Days' prior notice to the Facility Agent and that Lender and with the prior consent of Sinosure. replace that Lender by requiring that Lender to (and to the extent permitted by law, that Lender shall) transfer pursuant to Clause 22 (Changes to the Lenders) all (and not part only) of its rights and obligations under this Agreement to an Eligible Institution which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 22 (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 Facility Agent has not given a notification under Clause 22.10 (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 paragraph (d) above shall be subject to the following conditions:

- (i) the Borrower shall have no right to replace the Facility Agent or the Sinosure Agent;
- (ii) neither the Facility Agent nor any Lender shall have any obligation to find a replacement Lender;
- (iii) in no event shall the Lender replaced under paragraph (d) above be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents; and
- (iv) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (d) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.
- (f) A Lender shall perform the checks described in paragraph (e)(iv) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (d) above and shall notify the Facility Agent and the Borrower when it is satisfied that it has complied with those checks.

7.8 Restrictions

- (a) Any notice of cancellation or prepayment given by any Party under this Clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
- (b) Any prepayment or cancellation under this Agreement shall be made together with accrued interest on the amount prepaid or cancelled and, subject to any Break Costs.
- (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 Facility Agent receives a notice under this Clause 7 it shall promptly forward a copy of that notice to the Borrower and the affected Lender, as appropriate and to Sinosure through Sinosure Agent.
- (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.

7.9 Application of prepayments

Any prepayment of a Loan pursuant to Clause 7.2 (Commercial Contract), Clause 7.3 (Mandatory Prepayment – Sinosure Policy Event), Clause 7.4 (Mandatory Prepayment – Sanctions Trigger Event) and Clause 7.6 (Voluntary prepayment of Loans) shall be applied pro rata to each Lender's participation in that Loan.

8. INTEREST

8.1 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.

8.2 Payment of interest

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

8.3 Default interest

- (a) If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is two per cent. (2%) per annum higher than the rate which would have been payable if the 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 Facility Agent (acting reasonably). Any interest accruing under this Clause 8.3 shall be immediately payable by the Borrower on demand by the Facility Agent.
- (b) If any overdue amount consists of all or part of a Loan which became due on a day which was not an Interest Payment Date 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 two per cent. (2%) per annum higher than the rate which would have applied if the overdue amount had not become due.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with such overdue amount at the end of those Interest Periods applicable to that overdue amount but will remain immediately due and payable.

8.4 Notification of rates of interest

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

9. INTEREST PERIODS

9.1 Interest Periods

The period for which each Loan is outstanding shall be divided into successive Interest Periods. The first day of an Interest Period for each Loan shall begin on: (i) for the first Interest Period for that Loan, its Utilisation Date; and (ii) for each subsequent Interest Period, the preceding Interest Payment Date.

9.2 Duration

- (a) The last day of an Interest Period for a Loan shall be the earlier of:
 - (i) the date falling six (6) Months after the first day of that Interest Period;
 - (ii) the last day of an Interest Period of any other Loan (subject to paragraph (c) below); and
 - (iii) the first Repayment Date falling after the first day of that Interest Period.
- (b) An Interest Payment Date for a Loan shall not be later than the Final Maturity Date.
- (c) If the Utilisation Date of any Loan is less than fifteen (15) days prior to an Interest Payment Date, the first Interest Period for that Loan shall end on the next Interest Payment Date that follows the Interest Payment Date immediately succeeding the Utilisation Date.

9.3 Changes to Interest Periods

- (a) Prior to determining the interest rate for a Loan, the Facility Agent with the prior consent of the Borrower may shorten an Interest Period for any Loan to ensure there are sufficient Loans (with an aggregate amount equal to or greater than the Repayment Instalment) which have an Interest Period ending on a Repayment Date for the Borrower to make the Repayment Instalment due on that date.
- (b) If the Facility Agent makes any of the changes to an Interest Period referred to in this Clause 9.3, it shall promptly notify the Borrower and the Lenders.

9.4 Non-Business Days

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

9.5 Consolidation of Loans

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

10. Changes to the Calculation of Interest

10.1 Unavailability of Screen Rate

(a) Interpolated Screen Rate: If no Screen Rate is available for EURIBOR for the Interest Period of a Loan, the applicable EURIBOR shall be the Interpolated Screen Rate for a period equal in length to the Interest Period of that Loan.

- (b) Reference Bank Rate: If no Screen Rate is available for EURIBOR for:
 - (i) euros; or
 - (ii) the Interest Period of a Loan and it is not possible to calculate the Interpolated Screen Rate,

the applicable EURIBOR shall be the Reference Bank Rate as of the Specified Time for euros and for a period equal in length to the Interest Period of that Loan.

- (c) Cost of funds: If paragraph (b) above applies but no Reference Bank Rate is available for euros or the relevant Interest Period:
 - (i) the Facility Agent shall promptly notify the Borrower of the same;
 - (ii) there shall be no EURIBOR for that Loan; and
 - (iii) Clause 10.4 (Cost of funds) shall apply to that Loan for that Interest Period.

10.2 Calculation of Reference Bank Rate

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

10.3 Market disruption

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

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

10.4 Cost of funds

- (a) If this Clause 10.4 applies, the rate of interest on each Lender's share of the relevant Loan for the relevant Interest Period shall be the percentage rate per annum which is the sum of:
 - (i) the Margin; and
 - (ii) the rate notified to the Facility Agent by that Lender as soon as practicable and in any event before interest is due to be paid in respect of that Interest Period, to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in that Loan from whatever source it may reasonably select;

- (b) If this Clause 10.4 applies and the Facility Agent or the Borrower so requires, the Facility Agent and the Borrower shall enter into negotiations (for a period of not more than thirty (30) days) with a view to agreeing a substitute basis for determining the rate of interest.
- (c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Borrower, be binding on all Parties.
- (d) If this Clause 10.4 applies pursuant to Clause 10.3 (Market disruption) and:
 - (i) a Lender's Funding Rate is less than EURIBOR; or
 - (ii) a Lender under does not supply a quotation by the time specified in paragraph (a)(ii) above,

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

(e) If this Clause 10.4 applies pursuant to Clause 10.1 (*Unavailability of Screen Rate*) but any Lender does not supply a quotation by the time specified in paragraph (a)(ii) above the rate of interest shall be calculated on the basis of the quotations of the remaining Lenders.

10.5 Notification to Borrower

If Clause 10.4 (Cost of funds) applies the Facility Agent shall, as soon as is practicable, notify the Borrower.

10.6 Break Costs

- (a) The Borrower shall, within fifteen (15) 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 an Interest Payment Date for that Loan or Unpaid Sum.
- (b) Each Lender shall, as soon as reasonably practicable after a demand by the Facility Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

11. FEES

11.1 Commitment fee

- (a) The Borrower shall pay to the Facility Agent (for the account of each Lender) a fee in euros computed at the rate of 0.65 % per annum on that Lender's Available Commitment for the Availability Period.
- (b) The commitment fee shall accrue from the date falling 30 days after the date of this Agreement, despite that the Effective Date may have not occurred. The first instalment of the accrued commitment fee shall be payable on the earlier of (a) the date falling 30 days after the Effective Date and (b) the date of the first Utilisation. The subsequently accrued commitment fee shall be payable on each Interest Payment Date 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.

11.2 Arrangement and structuring fee

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

12. TAX GROSS UP AND INDEMNITIES

12.1 Definitions

(a) In this Agreement:

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

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

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

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

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

12.2 Tax gross-up

- (a) The Borrower shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) The Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Facility Agent accordingly. Similarly, a Lender shall notify the Facility Agent on becoming so aware in respect of a payment payable to that Lender. If the Facility Agent receives such notification from a Lender it shall notify the Borrower.
- (c) If a Tax Deduction is required by law to be made by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) If the Borrower is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (e) Within thirty (30) Business Days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower shall deliver to the Facility Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.3 Tax indemnity

- (a) The Borrower shall (within five (5) Business Days of demand by the Facility Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.
- (b) Paragraph (a) above shall not apply:
 - (i) with respect to any Tax assessed on a Finance Party:
 - (A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
 - (B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

- (ii) to the extent a loss, liability or cost:
 - (A) is compensated for by an increased payment under Clause 12.2 (*Tax gross-up*), Clause 12.7 (*FATCA deduction and gross-up by the Borrower*) or paragraph (b) of Clause 12.8 (*FATCA Deduction by a Finance Party*);
 - (B) relates to a FATCA Deduction required to be made by a Party; and
 - (C) is compensated for by a payment under paragraph (d) of Clause 12.8 (FATCA Deduction by a Finance Party).
- (c) A Protected Party making, or intending to make, a claim under paragraph (a) above shall promptly notify the Facility Agent of the event which will give, or has given, rise to the claim, following which the Facility Agent shall notify the Borrower.
- (d) A Protected Party shall, on receiving a payment from the Borrower under this Clause 12.3, notify the Facility Agent.

12.4 Stamp taxes

The Borrower shall pay and, within five (5) 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.

12.5 VAT

(a) All amounts expressed to be payable under a Finance Document by any Party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is

chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document and such Finance Party is required to account to the relevant tax authority for the VAT, that Party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that Party).

- (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the "FP 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 FP Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
 - (i) (where the FP Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the FP Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the 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) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

12.6 FATCA Information

- (a) Subject to paragraph (c) below, each Party shall, within ten (10) 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 (ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.
- (e) If the Borrower is a US Tax Obligor or the Facility Agent reasonably believes that its obligations under FATCA or any other applicable law or regulation require it, each Lender shall, within thirty (30) days of:
 - (i) where the Borrower is a US Tax Obligor and the relevant Lender is an Original Lender, the date of this Agreement;
 - (ii) where the Borrower is a US Tax Obligor and the relevant Lender is an Original Lender, the Effective Date;
 - (iii) where the Borrower is a US Tax Obligor on a Transfer Date and the relevant Lender is a New Lender, the relevant Transfer Date;
 - (iv) where the Borrower is not a US Tax Obligor, the date of a request from the Facility Agent,

supply to the Facility Agent:

- (A) a withholding certificate on Form W-8, Form W-9 or any other relevant form; or
- (B) any withholding statement or other document, authorisation or waiver as the Facility Agent may require to certify or establish

the status of such Lender under FATCA or that other law or regulation.

12.7 FATCA deduction and gross-up by the Borrower

- (a) If the Borrower is required to make a FATCA Deduction, the Borrower shall make that FATCA Deduction and any payment required in connection with that FATCA Deduction within the time allowed and in the minimum amount required by FATCA.
- (b) If a FATCA Deduction is required to be made by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any FATCA Deduction) leaves an amount equal to the payment which would have been due if no FATCA Deduction had been required.
- (c) The Borrower shall promptly upon becoming aware that the Borrower must make a FATCA Deduction (or that there is any change in the rate or the basis of a FATCA Deduction) notify the Facility Agent accordingly. Similarly, a Finance Party shall notify the Facility Agent on becoming so aware in respect of a payment payable to that Finance Party. If the Facility Agent receives such notification from a Finance Party it shall notify the Borrower.
- (d) Within five (5) Business Days of making either a FATCA Deduction or any payment required in connection with that FATCA Deduction, the Borrower shall deliver to the Facility Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the FATCA Deduction has been made or (as applicable) any appropriate payment has been paid to the relevant governmental or taxation authority.

12.8 FATCA Deduction by a Finance Party

- (a) Each Finance Party may make any FATCA Deduction it is required by FATCA to make, and any payment required in connection with that FATCA Deduction, and no Finance Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction. A Finance Party which becomes aware that it must make a FATCA Deduction in respect of a payment to another Party (or that there is any change in the rate or the basis of such FATCA Deduction) shall notify that Party and the Facility Agent.
- (b) If the Facility Agent is required to make a FATCA Deduction in respect of a payment to a Finance Party under Clause 28.2 (*Distributions by the Facility Agent and Sinosure Agent*) which relates to a payment by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after the Facility Agent has made such FATCA Deduction), leaves the Facility Agent with an amount equal to the payment which would have been made by the Facility Agent if no FATCA Deduction had been required.
- (c) The Facility Agent shall promptly upon becoming aware that it must make a FATCA Deduction in respect of a payment to a Finance Party under Clause 28.2 (Distributions by the Facility Agent and Sinosure Agent) which relates to a payment by the Borrower (or that there is any change in the rate or the basis of such a FATCA Deduction) notify the Borrower and the relevant Finance Party.

- (d) The Borrower shall (within three (3) Business Days of demand by the Facility Agent) pay to a Finance Party an amount equal to the loss, liability or cost which that Finance Party determines will be or has been (directly or indirectly) suffered by that Finance Party as a result of another Finance Party making a FATCA Deduction in respect of a payment due to it under a Finance Document. This paragraph shall not apply to the extent a loss, liability or cost is compensated for by an increased payment under paragraph (b) above.
- (e) A Finance Party making, or intending to make, a claim under paragraph (d) above shall promptly notify the Facility Agent of the FATCA Deduction which will give, or has given, rise to the claim, following which the Facility Agent shall notify the Borrower.
- (f) A Finance Party must, on receiving a payment from the Borrower under this Clause, notify the Facility Agent.

12.9 Tax credit and FATCA

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

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

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

13. INCREASED COSTS

13.1 Increased costs

- (a) Subject to Clause 13.3 (*Exceptions*) the Borrower shall, within twenty (20) Business Days of a demand by the Facility 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 or (iii) the implementation or application of, or compliance with, Basel III, CRD IV or CRR or any law or regulation that implements or applies Basel III, CRD IV or CRR.
- (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.

(c) "Basel III" means:

- (i) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;
- (ii) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended supplemented or restated; and
- (iii) any further guidance or standards published by the Basel Committee on Banking Supervision relating to Basel III.

"CRD IV" means Directive 2013/36/EU of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directive 2006/48/EC and 2006/49/EC.

"CRR" means Regulation (EU) no. 575/2013 of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) no. 648/2012.

13.2 Increased cost claims

- (a) A Finance Party intending to make a claim pursuant to Clause 13.1 (*Increased costs*) shall notify the Facility Agent of the event giving rise to the claim, following which the Facility Agent shall promptly notify the Borrower.
- (b) Each Finance Party shall, as soon as practicable after a demand by the Facility Agent, provide a certificate confirming the amount of its Increased Costs.

13.3 Exceptions

- (a) Clause 13.1 (*Increased costs*) does not apply to the extent any Increased Cost is:
 - (i) attributable to a Tax Deduction required by law to be made by the Borrower;
 - (ii) attributable to a FATCA Deduction required to be made by a Finance Party;
 - (iii) compensated for by Clause 12.3 (*Tax indemnity*) (or would have been compensated for under Clause 12.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of Clause 12.3 (*Tax indemnity*) applied); or

- (iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.
- (b) In this Clause 13.3, a reference to a "**Tax Deduction**" has the same meaning given to that term in Clause 12.1 (*Definitions*).

14. OTHER INDEMNITIES

14.1 Currency indemnity

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

the Borrower shall as an independent obligation, within three (3) 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.

14.2 Other indemnities

The Borrower shall, within fifteen (15) 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);
- (d) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower;
- (e) any change in relation to disbursement dates from the disbursement dates advised by the Facility Agent to Sinosure and in relation to payments to be made on Repayment Dates;

- (f) any enquiry, investigation, subpoena (or similar order) or litigation with respect to the Borrower or with respect to the transactions contemplated or financed under this Agreement or any other Finance Document; or
- (g) any costs, charges, fees or expenses payable to Sinosure from time to time including, without limitation, in connection with the issuance, extension or amendment of Sinosure Policy.

14.3 Indemnity to the Facility Agent and Sinosure Agent

The Borrower shall promptly indemnify the Facility Agent and Sinosure Agent against:

- (a) any cost, loss or liability incurred by the Facility Agent (acting reasonably) as a result of:
 - (i) investigating any event which it reasonably believes is a Default;
 - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or
 - (iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement;
 - (iv) being party to the Sinosure Policy; and
- (b) any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Facility Agent (otherwise than by reason of that Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 28.10 (*Disruption to payment systems etc.*)) notwithstanding the Facility Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Facility Agent or Sinosure Agent in acting as Facility Agent or Sinosure Agent under the Finance Documents or the Sinosure Policy.

15. MITIGATION BY THE LENDERS

15.1 Mitigation

- (a) Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality*), Clause 12 (*Tax Gross Up and Indemnities*) or Clause 13 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.
- (b) Paragraph (a) above does not in any way limit the obligations of the Borrower under the Finance Documents.

15.2 Limitation of liability

(a) The Borrower shall promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 15.1 (*Mitigation*).

(b) A Finance Party is not obliged to take any steps under Clause 15.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16. COSTS AND EXPENSES

16.1 Transaction expenses

The Borrower shall within fifteen (15) Business Days of written demand pay to each Finance Party and Sinosure Agent the amount of all costs and expenses (including legal fees) incurred by that Finance Party or Sinosure Agent (including costs and expenses reasonably incurred by Sinosure for which that Finance Party or Sinosure Agent is liable) in connection with the negotiation, preparation and execution of:

- (a) this Agreement and any other documents referred to in this Agreement (including the Sinosure Policy); and
- (b) any other Finance Documents executed after the date of this Agreement.

16.2 Amendment costs

If an amendment, waiver or consent is required, the Borrower shall within fifteen (15) Business Days of written demand, pay to each Finance Party or Sinosure Agent for the amount of all costs and expenses (including legal fees) incurred by that Finance Party or Sinosure Agent (including costs and expenses incurred by Sinosure for which that Finance Party or Sinosure Agent is liable) in responding to, evaluating, negotiating or complying with that request.

16.3 Enforcement costs

The Borrower shall, within fifteen (15) Business Days of written 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 Sinosure for which that Finance Party is liable) in connection with the registration, stamp duty, enforcement of, or the preservation of any rights under, any Finance Document or the Sinosure Policy.

17. REPRESENTATIONS

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

17.1 Status

- (a) It is a sovereign state and has the power to sue and be sued in its own name, including before any court and/or arbitration tribunal which may be competent pursuant to the Finance Documents.
- (b) It has the power to own its own assets and to enter into and to perform its obligations under the Finance Documents.
- (c) The Minister of Finance of Serbia is legally authorised and competent to enter into transactions contemplated by the Finance Documents in the name and on behalf of the Borrower.
- (d) It is not a FATCA FFI or a US Tax Obligor.

17.2 Binding obligations

The obligations expressed to be assumed by it in each Finance Document are, subject to any general principles of law limiting its obligations which are specifically referred to in any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*), legal, valid, binding and enforceable obligations.

17.3 Non-conflict with other obligations

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

- (a) any law or regulation applicable to it;
- (b) the constitution of Serbia or the constitutional documents of any of the government agencies of Serbia; or
- (c) any agreement, mortgage, bond, judgment, arbitral award or other instrument international agreement or treaty, including with the IMF or the World Bank, to which it or the government agencies of Serbia are party or which is binding upon them or any of their assets where, in each case, such conflict constitutes or would constitute a default or termination event (howsoever described) under any such agreement or instrument.

17.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

17.5 Validity and admissibility in evidence

All Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;
- (b) to ensure that the obligations expressed to be assumed by the Borrower in the Finance Documents are legal valid, binding and enforceable; and
- (c) to make the Finance Documents to which it is a party admissible in evidence in Serbia.

have been obtained or effected and are in full force and effect.

17.6 Governing law and enforcement

- (a) The choice of English law as the governing law of the Finance Documents will be recognised and enforced in Serbia.
- (b) Any judgment obtained in relation to a Finance Document in the jurisdiction of the stated governing law of that Finance Document and any arbitral award obtained in relation to a Finance Document in the seat of that arbitral tribunal as specified in that Finance Document will be recognised and enforced in Serbia.

17.7 Deduction of Tax

Under the laws of the Republic of Serbia, it is not required to make any Tax Deduction (as defined in Clause 12.1 (*Definitions*)) from any payment it may make under any Finance Document except for Tax Deduction payable under the Law on Corporate Profit Tax in Serbia.

17.8 No filing or stamp taxes

It is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents.

17.9 No default

- (a) No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.
- (b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its assets are subject which might have a Material Adverse Effect.

17.10 No misleading information

- (a) Any factual information provided by the Borrower or the Buyers was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading in any material respect.
- (b) Nothing has occurred or been omitted from any factual information and no information has been given or withheld that results in the information provided to the Lenders prior to the date of this Agreement being untrue or misleading in any material respect.

17.11 *Pari passu* ranking

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

17.12 No proceedings

- (a) No litigation, arbitration or administrative proceedings or investigations of, or before any court, arbitral body or agency which are reasonably likely to be adversely determined, 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, any of the government agencies of Serbia or any Buyer.
- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of its knowledge and belief) been made against it, its assets, any of the government agencies of Serbia or the Buyer.

17.13 Material Adverse Effect

No event or circumstance has occurred which has or is reasonably likely to have a Material Adverse Effect.

17.14 Budget and borrowing limits

- (a) All amounts payable by the Borrower under the Finance Documents are (for those payable in 2024) within the scope of the budget approved by Serbia for the 2024 Financial Year or will be (for those payable after 2024) within the scope of the budget approved by Serbia for each subsequent Financial Year until the Facility has been irrevocably discharged in full.
- (b) Its borrowings and guarantees pursuant to the budgets as approved under paragraph (a) above are within any limits (if any) set by the IMF, the World Bank and applicable international treaties, and the IMF or the World Bank has not objected to the borrowing under the Finance Documents.

17.15 Financial information

- (a) All written information (including any electronic communication) supplied by the Borrower to the Facility Agent or any Finance Party in connection with or in relation to the Finance Documents and the Project is true, complete and accurate in all material respects and the Borrower is not aware of any material facts or circumstances that have not been disclosed to the Facility Agent and which might, if disclosed, adversely affect the decision of a person considering whether or not to provide finance to the Borrower.
- (b) Any budgets and forecasts supplied to the Facility Agent 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.

17.16 No adverse consequences

- (a) It is not necessary under the laws of Serbia:
 - (i) in order to enable any Finance Party to enforce its rights under any Finance Document; or
 - (ii) by reason of the execution of any Finance Document or the performance by it of its obligations under any Finance Document,

that any Finance Party should be licensed, qualified or otherwise entitled to carry on business in Serbia.

(b) No Finance Party is or will be deemed to be resident, domiciled or carrying on business in Serbia by reason only of the execution, performance and/or enforcement of any Finance Document.

17.17 No breach of laws

None of the Borrower or any Buyer has breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.

17.18 Environmental Compliance

- (a) Each of the Borrower, the Buyers and in relation to the Line 1 (Phase 1) of the Belgrade Metro Project, the Contractor, is in compliance with Clause 19.3 (*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) As far as it is aware (having made all reasonable enquiries), the Borrower has not omitted to provide the Facility Agent with all relevant reports and information relating to the Environmental and Social Requirements and it has not omitted to provide the Facility Agent with any information in its possession relating to the Environment which, had it been provided, would have resulted in any environmental and/or social report investigation, audit or assessment being materially inaccurate or incomplete, and all information provided to the Facility Agent is, to the best of its knowledge (having made all reasonable enquiries), correct and up-to-date.
- (c) There is no Environmental or Social Claim outstanding, pending or likely to occur against any of the Borrower and the Buyers and are continuing in respect of, or in connection with the Line 1 (Phase 1) of the Belgrade Metro Project, and having made all reasonable enquiries, the Borrower is not aware of the threat of any Environmental or Social Claims against any of the Borrower and the Buyers in respect of, or in connection with the Line 1 (Phase 1) of the Belgrade Metro Project with the exception, in either case, of any which are frivolous or vexatious and which it reasonably believes will be discharged, stayed or dismissed within sixty (60) days of commencement.
- (d) No E&S Investigations are being conducted or are pending.
- (e) The Line 1 (Phase 1) of the Belgrade Metro Project has at all times complied and currently complies with, and will continue, during all phases of construction and operation to comply with all applicable E&S Requirements, and has obtained and complies with all necessary Environmental and Social Permits and conditions therein.

17.19 Public procurement rules

- (a) To the extent any public procurement rules in Serbia are applicable to the Borrower in connection with its entry into and the exercise of its rights and performance of its obligations under the Finance Documents such public procurement rules have been complied with or have been irrevocably and unconditionally waived by the relevant authorities in Serbia.
- (b) To the best of its knowledge and belief, all public procurement rules in Serbia which are applicable to each Buyer's entry into and the exercise of each Buyer's rights and performance of each Buyer's obligations under the Commercial Contract have been complied with or have been irrevocably and unconditionally waived by the relevant authorities in Serbia.

17.20 No Immunity

In any proceedings taken in Serbia in relation to the Finance Documents to which it is a party, it will not be entitled to claim for itself or any of its assets immunity from execution, attachment or other legal process except for any of the following assets owned by the Borrower which are:

- (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;
- (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.

(all such assets, revenues or properties referred to in paragraphs (a) to (j), together "Immunity Assets").

17.21 Private and Commercial Acts

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

17.22 Authorised signatories

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

17.23 Anti-Corruption Law and Anti-Money Laundering Law

- (a) Each of the Borrower and the Buyers is in compliance with applicable Anti-Corruption Laws and Anti-Money Laundering Laws, and has have instituted and will maintain and enforce policies and procedures designed to ensure compliance by the Borrower with the Anti-Corruption Laws and Anti-Money Laundering Laws.
- (b) None of:
 - (i) the Borrower or any Buyer, (nor, to the best of their knowledge and belief (having made due and careful enquiry), any agent, director, employee or officer of any of the Borrower and the Buyers); nor

(ii) (in any capacity in connection with the financing of the Project or in connection with the Commercial Contract,) any of the Borrower's government agencies, (nor, to the best of their knowledge and belief (having made due and careful enquiry), any agent, director, employee or officer of any of the Borrower's government agencies),

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 any Anti-Money Laundering Laws.

(c) None of:

- (i) the Borrower or any Buyer, (nor to the best of their knowledge and belief (having made due and careful enquiry), any agent, director, employee or officer of any of the Borrower and the Buyers); nor
- (ii) (in any capacity in connection with the financing of the Project or in connection with the Commercial Contract) any of the Borrower's government agencies (nor to the best of their knowledge and belief (having made due and careful enquiry) any 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 any Anti-Money Laundering Laws.

17.24 Sanctions

- (a) None of the Borrower or the Buyers and to the knowledge of the Borrower, no minister, director, officer, employee or agent of the Borrower or any Buyer that will act in any capacity in connection with or benefit from the credit facility established by this Agreement, is a Sanctions Restricted Person.
- (b) No Utilisation, use of proceeds or other transaction contemplated by this Agreement will violate any applicable Sanctions and no dealing shall be made with a Sanctions Restricted Person for the purpose of discharging amounts owing to any Party in respect of a Loan.

17.25 IMF

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

17.26 Repetition

The representations set out in Clauses 17.1 (*Status*) to 17.25 (*IMF*) (both clauses included) are deemed to be made by the Borrower (by reference to the facts and circumstances then existing) on the Effective Date, the date of each Utilisation Request, the first day of each Interest Period, and each Repayment Date.

18. INFORMATION UNDERTAKINGS

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

18.1 Financial budget

The Borrower shall deliver to the Facility Agent, as soon as the same become available, but in any event within one hundred and eighty (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 in a form acceptable to the Facility Agent and in sufficient copies for the Lenders.

18.2 Other Financial Information

Subject to the confidentiality requirements that the Borrower is required to comply with as a matter of applicable policies (as consistently applied by Serbia to all counterparties of the same type as the Finance Parties), applicable laws and regulations and contracts entered into in good faith, the Borrower shall, from time to time on request of the Facility Agent, furnish the Facility Agent with such other financial, statistical and general information about the Borrower and its agencies as the Facility Agent may reasonably require, including, without limitation, projections of the items referred to in Clause 18.1 (*Financial budget*).

18.3 Information: miscellaneous

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

- (a) such information concerning the Commercial Contract or the Line 1 (Phase 1) of the Belgrade Metro Project as may reasonably be requested by the Facility Agent, any Lender or Sinosure from time to time;
- (b) all documents dispatched by the Borrower to its creditors (or any class of them) or its creditors generally at the same time as they are dispatched;
- (c) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against it, and which might, if adversely determined, have a Material Adverse Effect:
- (d) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is made against its assets, and which is reasonably likely to have a Material Adverse Effect:
- (e) any amendment or waiver to or in respect of the Commercial Contract promptly upon such the execution of such amendment or waiver; and
- (f) notice of any change of the Authorised Signatories, accompanied by specimen signatures in the form of a certificate signed by the Minister of Finance of Serbia certifying the identity of the new Authorised Signatories.

18.4 Notification of default

- (a) The Borrower shall notify the Facility 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 Facility Agent, the Borrower shall supply to the Facility Agent a certificate signed by an Authorised Signatory on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

18.5 "Know your customer" checks

- (a) If:
 - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
 - (ii) any change in the status of the Borrower after the date of this Agreement; or
 - (iii) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

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

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

19. GENERAL UNDERTAKINGS

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

19.1 Authorisations

The Borrower shall promptly:

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

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

19.2 Compliance with laws

The Borrower shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents.

19.3 Environmental compliance

The Borrower shall (and it shall ensure that each of the Buyers and, in relation to the Line 1 (Phase 1) of the Belgrade Metro Project, the Contractor will):

- (a) comply with all Environmental and Social Laws;
- (b) obtain, maintain and ensure compliance with all requisite Environmental and Social Permits:
- (c) implement procedures to monitor compliance with and to prevent liability under any Environmental and Social Law;
- (d) comply with all relevant Environmental and Social Requirements in all material respects;
- (e) comply with the Environmental and Social Management Plans and with the Environmental and Social Action Plan (ESAP) during the construction and operation of the Line 1 (Phase 1) of the Belgrade Metro Project, subject to any modifications that have been agreed to by the Main Line Finance Parties or the Lenders;
- (f) provide a copy of the E&S Self-Monitoring Report on at least a semi-annual basis on the compliance of the Project with Environmental and Social Requirements after the construction of the Project starts and until the end of construction of the Project;
- (g) deliver to the Facility Agent a copy of:
 - (i) the final Environmental and Social Due Diligence (ESDD) Report;
 - (ii) the final Environmental and Social Action Plan (ESAP); and
 - (iii) each Environmental and Social Monitoring Report (if any),

prepared by the Environmental and Social Consultant, as soon as such reports (and any subsequent amendments, if any) are made available to Main Line Finance Parties.

(h) shall, or shall procure that the Buyers will, at least six (6) months before the start of the Operations Phase, provide the Facility Agent with a draft Operations Phase E&S Management Plan comprising of the environmental and social management procedures to ensure that all Environmental and Social Requirements are compiled and/or aligned with (as applicable) in relation to the Operations Phase of the Line 1 (Phase 1) of the Belgrade Metro Project.

(i)

- (i) respond to any environmental and social incident and other nonconformances with Environmental and Social Laws as required by Environmental and Social Requirements through a Corrective Action Plan (as applicable);
- (ii) respond to releases of environmental contaminates and other noncompliances with Environmental and Social Law as required by the Environmental and Social Requirements through a Corrective Action Plan (as applicable); and
- (iii) respond to any protests or challenges to the Line 1 (Phase 1) of the Belgrade Metro Project or its construction, permitting, or operation in accordance with the Environmental and Social Management Plan and the Environmental and Social Requirements.

19.4 Negative pledge

In this clause 19.4, "Quasi-Security" means an arrangement or transaction described in paragraph (d) 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 the Public Assets, owned or subsequently acquired, securing the payment of the Borrower's External 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 Facility Agent.
- (b) The Borrower shall ensure that each Buyer will not create or permit to subsist any Security over all or any part of its present and future properties, assets or revenues, in each case, which are related to the Project (including the goods, materials and equipment supplied under the Commercial Contract and the other assets constituting part of the Project) or any Buyer's rights under the Commercial Contract, to secure any External Indebtedness of Serbia without the Facility Agent's prior written consent (acting on instruction of the Majority Lenders).
- (c) The Borrower shall ensure that neither it nor any of its government agencies nor any Buyer will:
 - (i) create or permit to subsist any Security or Quasi-Security over any assets comprised within the Project or any Buyer's rights under the Commercial Contract; or
 - (ii) sell, transfer or otherwise dispose of any assets comprised within the Project or any Buyer's rights under the Commercial Contract.

- (d) The Borrower shall ensure that neither it nor any of its government agencies will:
 - 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;
 - 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 accounts; 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.

- (e) Paragraphs (a), (b) 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 nonspeculative 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 described in paragraphs (i) to (v) above, provided that the principal amount of the External 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 or its equivalent in other currencies.

19.5 Disposal

- (a) The Borrower shall ensure that each Buyer will not sell, transfer or dispose of the whole or any part of its business or its assets, in each case, which are related to the Project (including the goods, materials and equipment supplied under the Commercial Contract and the other assets constituting part of the Project) or any Buyer's rights under the Commercial Contract, whether by a single transaction or by a number of transactions.
- (b) 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 19.4 (*Negative pledge*) or (ii) if the transfer would impair its ability, or any Buyer's ability, to perform their obligations under the Commercial Contract, other than:
 - (i) disposals in the ordinary course of trading;
 - (ii) 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 any Buyer's rights under the Commercial Contract;
 - (iii) disposals of assets in exchange for other assets comparable or superior as to type, value or quality;
 - (iv) disposals of cash raised or borrowed for the purpose for which it was raised or borrowed;
 - (v) disposals with the prior written consent of the Facility Agent; and
 - (vi) 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.

19.6 Pari passu

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.

19.7 Loans and Guarantees

The Borrower shall not make any loans, grant any credit or give any guarantee or indemnity (except as required under any of the Finance Documents) to or for the benefit of any person domiciled, resident or having its head office or principal place of business outside Serbia or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation in respect of External Indebtedness of any persons to the extent that such loan, credit, guarantee or indemnity will have a Material Adverse Effect.

19.8 Sinosure Policy

(a) The Borrower shall not take any action or omit to take action which would:

- (i) permit the restriction, revocation, annulment or termination of the Sinosure Policy; or
- (ii) give rise to an exclusion or defence to payment applicable to an insured loss under the Sinosure Policy.
- (b) The Borrower agrees that, in the event that the Facility Agent notifies the Borrower that it has filed or intends to file a claim for payment under the Sinosure Policy, the Borrower shall:
 - (i) assist the Finance Parties in the filing of any claim for compensation, indemnity or reimbursement (including but not limited to providing evidence, documentation, information, certificates and other forms of proof requested by any Finance Party);
 - (ii) comply with any instruction reasonably required by any Finance Party and/or Sinosure with respect to the verification of any claim, eligibility or amount by any such person (including but not limited to providing evidence, documentation, information, certificates and other forms of proof requested by any Finance Party and/or Sinosure); and
 - (iii) promptly do all such acts or execute all such documents as a Finance Party may require to transfer such Finance Party's rights and interest under any Finance Document to Sinosure.
- (c) The Borrower agrees and acknowledges that its obligations under the Finance Documents shall in no way be affected by the Sinosure Policy. In case of any payment to any Finance Party pursuant to the Sinosure Policy, Sinosure shall, in addition to any other rights which it may have under the Sinosure Policy or otherwise, have full rights of recourse against the Borrower in respect of any such amounts. The rights of recourse of Sinosure shall in no way be affected by any dispute, claim or counterclaim whatsoever between the Borrower and the Finance Parties or between the parties to the Commercial Contract.

19.9 Commercial Contract

The Borrower:

- (a) shall notify the Facility Agent upon becoming aware of the same of any dispute, breach or occurrence of an event of force majeure under the Commercial Contract, or if it has reasonable grounds to believe that there will be any breach of any Buyer's or the Contractor's obligations under the Commercial Contract;
- (b) shall not, and shall procure that each Buyer not to, (without the prior written consent of the Facility Agent and the Sinosure Agent) agree to any amendments, variations or waivers to any material term (including but not limited to the terms in connection with the Advance Payment) of the Commercial Contract or to terminate, cancel, abandon or repudiate the Commercial Contract; and
- (c) shall procure each Buyer to comply at all times with its obligations under the Commercial Contract.

19.10 Application of FATCA

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

19.11 Budget

- (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, budget statements or any 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 payment obligations under the Finance Documents that have been provided for under the Borrower's approved budget for the current Financial Year of the Borrower.

19.12 IMF and IBRD

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.

19.13 Anti-Corruption Law, Anti-Money Laundering Law and Anti-Terrorism Laws

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

19.14 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 Buyers 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 Buyers and the Contractor 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.
- (c) If the Borrower fails to perform or comply with any of the obligations to be assumed by it in Clause 19.3 (*Environmental compliance*) and this Clause 19.14, the Borrower shall (and shall procure that each Buyer or the Contractor shall, as applicable):
 - (i) immediately notify the Facility 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.

19.15 Environmental or Social Claims

- (a) The Borrower shall (and it shall ensure that each of the Buyers and any 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, provide to the Facility Agent in writing of (i) details of any material environmental proceeding, claim, liability or regulatory action and (ii) any facts or circumstances which are reasonably likely to result in any Environmental or Social Claim being commenced or threatened against it (or any of them) which is likely to result in:
 - (i) a liability exceeding USD 5,000.000 (other than a claim for workers compensation);
 - (ii) a material delay to the completion date of the Project, or material impairment of the operation of the Line 1 (Phase 1) of the Belgrade Metro Project;
 - (iii) a Material Adverse Effect or, if adversely determined, a Material Adverse Effect on the implementation or operation of the Line 1 (Phase 1) of the Belgrade Metro Project in accordance with the Environmental and Social Requirements; or

- (iv) the Borrower being legally required to publicly report the Environmental or Social Claim;
- (b) The Borrower will subsequently present a report satisfactory to the Facility Agent specifying the outcome of the Borrower's investigation into such event, and, if requested by the Facility Agent, including a Corrective Action Plan.

19.16 Environmental or Social Incidents

- (a) After becoming aware of the same, promptly provide to the Facility Agent details of any Environmental or Social Incident.
- (b) The Borrower will subsequently present a report satisfactory to the Facility Agent, within 14 days of notifying the Facility Agent of the event, specifying the outcome of the Borrower's investigation into such event, and, if requested by the Facility Agent, including a Corrective Action Plan.
- (c) After becoming aware of the same, promptly notify the Facility Agent of any material event resulting in the release of an Environmental Contaminant.
- (d) The Borrower will subsequently present a report satisfactory to the Facility Agent, within 14 days of notifying the Facility Agent of the event, specifying the outcome of the Borrower's investigation into such event, and, if requested by the Facility Agent, including a Corrective Action Plan.
- (e) After becoming aware of the same, promptly notify to the Facility Agent of any material event resulting in death or multiple injury.
- (f) The Borrower will subsequently present a report satisfactory to the Facility Agent, within 14 days of notifying the Facility Agent of the event, specifying the outcome of the Borrower's investigation into such event, and, if requested by the Facility Agent, including a Corrective Action Plan.
- (g) After becoming aware of the same, promptly notify the Facility Agent within five Business Days of any significant community or worker-related protest directed to the Line 1 (Phase 1) of the Belgrade Metro Project which can potentially have a Material Adverse Effect on the Line 1 (Phase 1) of the Belgrade Metro Project or can potentially result in considerable national or international media attention.
- (h) The Borrower will subsequently present a report satisfactory to the Facility Agent, within 14 days of notifying the Facility Agent of the event, specifying the outcome of the Borrower's investigation into such event, and, if requested by the Facility Agent, including a Corrective Action Plan.

19.17 Site visits

- (a) The Borrower shall, or shall procure that each Buyer will, at the request of Sinosure or Lender, ensure access to the Line 1 (Phase 1) of the Belgrade Metro Project and arrange for a site visit by Sinosure, Lender, or its nominated representative:
 - (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), no more than once in each twelve (12) month period.
- (b) The Borrower shall ensure that the Lenders, Sinosure or its nominated representative, 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 and/or any Buyer's public consultation process in relation to the Line 1 (Phase 1) of the Belgrade Metro Project.
- (c) The agenda, scope and (subject to paragraph (a) above) timing of any site visits shall be determined by the Lenders, Sinosure or its nominated representative following consultation with the Borrower.
- (d) The Borrower shall pay all reasonable costs and expenses of the Lenders, Sinosure and/or its nominated representatives in relation to each site visit. To the extent that the Lenders, 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 the Lenders, 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 the Lenders, Sinosure, or its nominated representative:
 - (i) the Lenders, Sinosure, or its nominated representative, shall provide the Borrower with written details of those matters that the Lenders, Sinosure, or its nominated representative wish to address during the proposed visit in order to assist the Borrower in arranging the visit; and
 - (ii) the Borrower shall provide the Lenders, Sinosure, or its nominated representative, with such up to date information relating to those matters as the Lenders, Sinosure or its nominated representative, may request.
- (f) Following any visit made by the Lenders, Sinosure or its nominated representative, the Borrower shall provide such follow up reports or information as the Lenders, Sinosure or its nominated representative, shall request.

19.18 Project undertakings

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

any material modifications thereof or additions thereto, in such detail as the Facility Agent (acting on behalf of the Majority Lenders) shall reasonably request.

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

19.19 Sanctions

- (a) The Borrower shall not, and shall procure each Buyer not to, directly or indirectly use 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:
 - (A) the subject or the target of any sanctions or trade embargos administered or enforced by the Sanction Authority, or
 - (B) owned fifty per cent. (50%) or more by or otherwise controlled by, or acting on behalf of one or more Sanctions Restricted Persons, or
 - (C) located, organized or resident in a country or territory that is the subject or the target of Sanctions,
 - (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.

- (b) The Borrower has instituted and maintains policies and procedures designed to prevent violations of Sanctions in connection with the credit facility established by this Agreement.
- (c) Upon reasonable request by the Facility Agent, the Borrower shall provide prompt cooperation in verifying the accuracy and truthfulness of the representations and warranties under Clause 17.24 (*Sanctions*), or any information otherwise provided to the Facility Agent in relation to Sanctions.
- (d) The Borrower shall implement and maintain appropriate safeguards designed to prevent any action that would be contrary to paragraph (a) or (b) above.
- (e) The Borrower shall promptly, upon becoming aware of the same, supply to the Facility Agent details of any claim, action, suit, proceedings or investigation against it with respect to Sanctions.

19.20 Further assurance

The Borrower shall (at its cost and expense) promptly do all such acts or execute all such documents as the Facility Agent considers to be reasonably or commercially necessary or desirable to ensure that the Finance Parties obtain all the rights and benefits intended to be conferred on them under the Finance Documents.

20. EVENTS OF DEFAULT

Each of the events or circumstances set out in this Clause 20 is an Event of Default (save for Clause 20.17 (*Acceleration*)).

20.1 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 (3) Business Days of its due date.

20.2 Other obligations

- (a) The Borrower does not comply with any provision of the Finance Documents (other than those referred to in Clause 20.1 (*Non-payment*)).
- (b) No Event of Default under this Clause 20.2 (Other obligations) shall occur if the failure to comply is capable of remedy and is remedied within ten (10) Business Days of the Borrower becoming aware of the failure to comply and the Facility Agent giving notice of the Borrower of the failure to comply, whichever is the earlier.

20.3 Misrepresentation

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

20.4 Tax exemption

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

20.5 Cross default

- (a) Any External Indebtedness of the Borrower is not paid when due nor within any applicable original grace period.
- (b) Any External Indebtedness of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any External 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 Indebtedness of the Borrower due and payable prior to its specified maturity as a result of an event of default (however described).
- (e) No Event of Default will occur under this Clause 20.4 if the aggregate amount of External Indebtedness or commitment for External Indebtedness falling within paragraphs (a) to (d) above is less than EUR 15,000,000.

20.6 Creditors' Process

Any expropriation, attachment, sequestration, distress or execution (or any analogous process in any applicable jurisdiction) affects any asset or assets of the Borrower having an aggregate value exceeding EUR 15,000,000 (or its equivalent in any other currency or currencies) and is not discharged within ten (10) days.

20.7 Failure to comply with court judgment or arbitral award

The Borrower fails to comply with or pay by the required time any sum due from it under any final judgment or any final order made or given by a court or arbitral tribunal or other arbitral body, in each case of competent jurisdiction, and where the judgement or order relates to a monetary sum required to be paid by the Borrower, such sum exceeds EUR 100,000,000 (or its equivalent in any other currency or currencies).

20.8 Unlawfulness and invalidity

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

individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.

(c) Any Finance Document ceases to be in full force and effect or is alleged by a party to it (other than a Finance Party) to be ineffective.

20.9 Repudiation

The Borrower repudiates a Finance Document or evidences (through a written declaration/statement of the President of the Republic of Serbia, the Prime Minister or the Minister in charge of Economy or Finance or any other person who has the authority to represent the Borrower) an intention to repudiate a Finance Document.

20.10 Litigation

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

20.11 Convertibility / Transferability

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

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

20.12 Material adverse change

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

20.13 Moratorium

A moratorium is declared or comes into de facto effect in respect of any External Indebtedness of the Borrower or the Borrower commences negotiations with one or more of its creditors with a view to the readjustment or rescheduling of its External Indebtedness or suspends or threatens to suspend making payments on any of its External Indebtedness.

20.14 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.

20.15 Contractor

- (a) The Contractor directly or indirectly uses the proceeds of the Facility for any purpose which would breach any Anti-Corruption Laws or any Anti-Money Laundering Laws.
- (b) The Contractor directly or indirectly uses 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:
 - (A) the subject or the target of any sanctions or trade embargos administered or enforced by the Sanction Authority, or
 - (B) owned fifty per cent. (50%) or more by or otherwise controlled by, or acting on behalf of one or more Sanctions Restricted Persons, or
 - (C) 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.

20.16 Environmental and Social Law

- (a) Any Environmental or Social Claim is commenced or against any of the Borrower, the Contractor or any Buyer with respect to the Line 1 (Phase 1) of the Belgrade Metro Project which individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect on the implementation or operation of the Line 1 (Phase 1) of the Belgrade Metro Project in accordance with the Environmental and Social Requirements.
- (b) An E&S Trigger Event occurs and the Lenders (having consulted with the Environmental and Social Consultant) deem such E&S Trigger Event as incapable of remedy.
- (c) An Environmental or Social Incident for which the Borrower has provided a Corrective Action Plan occurs and either: (i) the Lenders (having consulted with the Environmental and Social Consultant) reject such Corrective Action Plan; or (ii) the Borrower does not comply with the actions set out in such Corrective Action Plan within the timeframes set out therein.

20.17 Acceleration

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

(a) cancel the Total Commitments, whereupon they shall immediately be cancelled:

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

21. SUBROGATION

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

22. CHANGES TO THE LENDERS

22.1 Assignments and transfers by the Lenders

- (a) Subject to this Clause 22, a Lender (the "Existing Lender") may:
 - (i) assign any of its rights; or
 - (ii) transfer by novation any of its rights and obligations,

to:

- (A) Sinosure;
- (B) any person specified by Sinosure as part of a Sinosure Transfer; or
- (C) subject to the prior written consent of Sinosure (which consent is required to be obtained by the relevant Existing Lender), 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,

(the "New Lender").

(b) The Borrower shall, within three (3) Business Days of demand, reimburse the Facility Agent and Sinosure for the amount of any costs and expenses (including legal fees) reasonably incurred by the Facility Agent or Sinosure in connection with any Sinosure Transfer.

22.2 Conditions of assignment or transfer

- (a) An assignment or transfer of part of a Lender's participation in Commitments or Loans (other than a Sinosure Transfer) must be in a minimum amount of EUR 5,000,000.
- (b) An assignment will only be effective on:

- (i) receipt by the Facility Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Facility Agent) that the New Lender will assume the same obligations to the other Finance Parties as it would have been under if it had been an Original Lender (other than where such assignment constitutes a Sinosure Transfer); and
- (ii) performance by the Facility 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 (unless such New Lender is Sinosure), the completion of which the Facility Agent shall promptly notify to the Existing Lender and the New Lender; and
- (iii) receipt by the Facility Agent of Sinosure's consent to that assignment.
- (c) A transfer will only be effective if the procedure set out in Clause 22.5 (*Procedure for transfer*) is complied with.
- (d) 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 12 (*Tax Gross Up and Indemnities*) or Clause 13 (*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 paragraph (d) 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 Sinosure Transfer.

- (e) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Facility 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.
- (f) In addition to the other rights provided to Lenders under this Clause 22, each Lender may, without consulting with, or obtaining the consent of, the Borrower at any time, assign or transfer its rights under this Agreement and each other Finance Document, if such assignment or transfer constitutes a Sinosure Transfer.

22.3 Assignment or transfer fee

Other than in respect of a Sinosure Transfer, the New Lender shall, on the date upon which an assignment or transfer takes effect, pay to (a) the Facility Agent (for its own

account) a fee of EUR 2,000 and (b) the Sinosure Agent (for its own account) a fee of EUR 2,000.

22.4 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 Transaction Documents, the Sinosure Policy or any other documents;
 - (ii) the financial condition of the Borrower or Sinosure;
 - (iii) the performance and observance by the Borrower or Sinosure of its obligations under the Transaction Documents, the Sinosure Policy or any other documents; or
 - (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Transaction Document, the Sinosure Policy or any other document.

and any representations or warranties implied by law are excluded.

- (b) Other than in respect of a Sinosure Transfer, 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 or the Sinosure Policy;
 - (ii) will continue to make its own independent appraisal of the creditworthiness of the Borrower and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force; and
 - (iii) has made (and shall continue to make) its own independent investigation and assessment of the Sinosure Policy and has not relied exclusively on any information provided to it by the Existing Lender in connection with the Sinosure Policy.
- (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 22; or
 - (ii) support any losses directly or indirectly incurred by the New Lender by reason of:
 - (A) the non-performance by the Borrower of its obligations under the Transaction Documents; or
 - (B) any non-performance by Sinosure of its obligations under the Sinosure Policy,

or otherwise.

22.5 Procedure for transfer

- (a) Subject to the conditions set out in Clause 22.2 (Conditions of assignment or transfer) a transfer is effected in accordance with paragraph (c) below when the Facility Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Facility Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.
- (b) The Facility 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:
 - (i) 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; and
 - (ii) that Sinosure has consented to the transfer to such New Lender.
- (c) Subject to Clause 22.10 (*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 each of 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) each of 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 Facility Agent, the Sinosure Agent, the Mandated Lead 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 Facility Agent, the Sinosure Agent, the Mandated Lead Arranger and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and
 - (iv) the New Lender shall become a Party as a "Lender".

22.6 Procedure for assignment

(a) Subject to the conditions set out in Clause 22.2 (Conditions of assignment or transfer) an assignment may be effected in accordance with paragraph (c) below when the Facility Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Facility Agent shall, subject to paragraph (b) below, as soon as

reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.

- (b) The Facility 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:
 - (i) 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; and
 - (ii) that Sinosure has consented to the assignment to such New Lender.
- (c) Subject to Clause 22.10 (*Pro rata interest settlement*), on the Transfer Date:
 - the Existing Lender will assign absolutely to the New Lender its rights under the Finance Documents expressed to be the subject of the assignment in the Assignment Agreement;
 - (ii) the Existing Lender will be released from the obligations (the "Relevant Obligations") 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 22.6 to assign their rights under the Finance Documents (but not, without the consent of the Borrower or unless in accordance with Clause 22.5 (*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 22.2 (*Conditions of assignment or transfer*).

22.7 Copy of Transfer Certificate or Assignment Agreement to the Borrower

- (a) The Facility 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 (copied to the Facility Agent) a written statement: (i) of acknowledgment of the transfer of the relevant Lender's rights under the Finance Documents, and (ii) (if applicable) consenting to the transfer of the relevant Lender's obligations under the Finance Documents for the purposes of reporting the change to that Lender.

22.8 Transfers to the Sinosure

(a) Notwithstanding any other provision of this Agreement or any other Finance Document, a Lender may at any time: (i) assign any of its rights; or (ii) transfer by novation any of its rights and obligations under any Finance Document to Sinosure without being obliged to comply with the procedures and requirements set out in this Clause 22 (and, for the avoidance of doubt, without the consent of the Borrower).

- (b) Without prejudice to the generality of the terms of this Agreement or any other Finance Document, if a Finance Party receives any Sinosure Policy Proceeds in accordance with the Sinosure Policy, the Borrower acknowledges that:
 - the obligations of the Borrower under this Agreement and each of the other Finance Documents shall not be discharged nor affected in any way;
 - (ii) Sinosure shall be entitled to the extent of such payment to exercise all rights of the Lenders (whether present or future) against the Borrower pursuant to this Agreement and the Finance Documents or any relevant laws and/or regulations (but without prejudice to the exercise of such rights by the each of the Finance Parties) unless and until such proceeds and the interest accrued thereon are fully reimbursed to Sinosure; and
 - (iii) with respect to the obligations of the Borrower owed to the Facility Agent and/or the Lenders under the Finance Documents (or to any of them), such obligations shall additionally be owed to Sinosure by way of subrogation of the rights of the Lenders.

22.9 Security over Lenders' rights

In addition to the other rights provided to Lenders under this Clause 22, 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 to secure obligations of that Lender including, without limitation:

- (a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and
- (b) 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:

- (i) 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
- (ii) 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.

22.10 Pro rata interest settlement

(a) If the Facility 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 22.5 (*Procedure for transfer*) or any assignment pursuant to Clause 22.6 (*Procedure for assignment*) the Transfer Date of which, in each case, is after the date of such notification and is not an Interest Payment Date):

- (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 next succeeding Interest Payment Date; 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 22.10, have been payable to it on that date, but after deduction of the Accrued Amounts.
- (b) In this Clause 22.10 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 22.10 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.

23. CHANGES TO THE BORROWER

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

24. ROLE OF THE FACILITY AGENT, THE MANDATED LEAD ARRANGER AND THE REFERENCE BANKS

24.1 Appointment of the Facility Agent

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

24.2 Instructions

- (a) The Facility Agent shall:
 - (i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as the Facility Agent in accordance with any instructions given to it by:

- (A) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision;
- (B) all Lenders and Sinosure if the relevant Finance Document stipulates the matter is an all Lender and Sinosure decision;
- (C) Sinosure Agent if the relevant Finance Documents stipulates the matter is a Sinosure decision; and
- (D) 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 paragraph (i) above.
- (b) The Facility Agent shall be entitled to request instructions, or clarification of any instruction, from Sinosure Agent or the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders or Sinosure, from that Lender or group of Lenders or Sinosure) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion. The Facility Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
- (c) Unless a contrary indication appears in the Sinosure Policy, any instructions given to the Facility Agent by Sinosure (through Sinosure Agent) shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
- (d) Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders, Sinosure Agent or Sinosure under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Facility Agent by the Majority Lenders or Sinosure Agent shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
- (e) The Facility Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders, Sinosure Agent or Sinosure until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.
- (f) In the absence of instructions, the Facility Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders and Sinosure.
- (g) The Facility 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.

24.3 Duties of the Facility Agent

- (a) The Facility Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (b) Subject to paragraph (c) below, the Facility Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Facility Agent for that Party by any other Party.

- (c) Without prejudice to Clause 22.7 (*Copy of Transfer Certificate or Assignment Agreement to the Borrower*), paragraph (b) above shall not apply to any Transfer Certificate or any Assignment Agreement.
- (d) Except where a Finance Document specifically provides otherwise, the Facility Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) If the Facility Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.
- (f) The Facility Agent shall promptly forward to the Lenders a copy of any instructions given to it by Sinosure Agent and details of any actions that it has taken or proposes to take pursuant to such instructions.
- (g) The Facility Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).
- (h) If the Facility Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Facility Agent, the Sinosure Agent or the Mandated Lead Arranger) under this Agreement it shall promptly notify the other Finance Parties.

24.4 Role of the Mandated Lead Arranger

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

24.5 No fiduciary duties

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

24.6 Business with the Borrower

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

24.7 Rights and discretions

- (a) The Facility 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, Sinosure Agent, any Lenders or any group of Lenders are duly

- given in accordance with the terms of the Finance Documents and the Sinosure Policy; and
- (B) unless it has received notice of revocation, that those instructions have not been revoked; and
- (iii) rely on a certificate from any person:
 - (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
 - (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.

- (b) The Facility Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:
 - (i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 20.1 (*Non-payment*)); and
 - (ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised.
- (c) The Facility Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.
- (d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Facility Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Facility Agent (and so separate from any lawyers instructed by the Lenders) if the Facility Agent in its reasonable opinion deems this to be desirable.
- (e) The Facility Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by that Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.
- (f) The Facility Agent may act in relation to the Finance Documents through its officers, employees and agents and the Facility Agent shall not:
 - (i) be liable for any error of judgment made by any such person; or
 - (ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part of any such person,

unless such error or such loss was directly caused by the Facility Agent's gross negligence or wilful misconduct.

- (g) Unless a Finance Document expressly provides otherwise, the Facility Agent may disclose to any other Party any information it reasonably believes it has received as the Facility Agent under this Agreement.
- (h) Notwithstanding any other provision of any Finance Document to the contrary, neither the Facility Agent nor the Mandated Lead Arranger is obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (i) Notwithstanding any provision of any Finance Document to the contrary, the Facility 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.

24.8 Responsibility for documentation

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

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

24.9 No duty to monitor

The Facility 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 or any Buyer of its obligations under any Transaction Document or the Sinosure Policy; or
- (c) whether any other event specified in any Transaction Document or the Sinosure Policy has occurred.

24.10 Exclusion of liability

(a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the

Facility Agent), the Facility Agent will not be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:

- (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Sinosure Policy, unless directly caused by its gross negligence or wilful misconduct:
- (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Sinosure Policy or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the Sinosure Policy other than by reason of its gross negligence or wilful misconduct; or
- (iii) without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation, for negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Facility 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 Facility Agent) may take any proceedings against any officer, employee or agent of the Facility Agent in respect of any claim it might have against the Facility Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Transaction Document or the Sinosure Policy and any officer, employee or agent of the Facility Agent may rely on this Clause subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
- (c) The Facility Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Facility Agent if the Facility 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 Facility Agent for that purpose.
- (d) Nothing in this Agreement shall oblige the Facility Agent or the Mandated Lead Arranger to carry out:

- (i) any "know your customer" or other checks in relation to any person; or
- (ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender or for any Affiliate of any Lender,

on behalf of any Lender and each Lender confirms to the Facility Agent and the Mandated Lead Arranger that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Facility Agent or the Mandated Lead Arranger.

(e) Without prejudice to any provision of any Finance Document excluding or limiting the Facility Agent's liability, any liability of the Facility Agent arising under or in connection with any Finance Document shall be limited to the amount of actual loss which has been suffered (as determined by reference to the date of default of the Facility 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 Facility Agent at any time which increase the amount of that loss. In no event shall the Facility 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 Facility Agent has been advised of the possibility of such loss or damages.

24.11 Lenders' indemnity to the Facility Agent

- (a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Facility Agent, within five (5) Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Facility Agent (otherwise than by reason of the Facility Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 28.10 (*Disruption to payment systems etc.*), notwithstanding the Facility Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Facility Agent) in acting as an agent under the Finance Documents (unless the Facility Agent has been reimbursed by the Borrower pursuant to a Finance Document).
- (b) The Borrower shall immediately on demand reimburse any Lender for any payment that Lender makes to the Facility Agent pursuant to paragraph (a) above.

24.12 Resignation of the Facility Agent

- (a) The Facility Agent may resign and appoint one of its Affiliates with the prior consent of Sinosure acting through an office as successor by giving notice to the Lenders and the Borrower.
- (b) Alternatively the Facility Agent may resign by giving thirty (30) days' notice to the Lenders and the Borrower, in which case the Majority Lenders (after consultation with the Borrower) may appoint a successor Agent.
- (c) If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within twenty (20) days after notice of resignation

- was given, the retiring Facility Agent (after consultation with the Borrower) may appoint a successor Agent.
- (d) If the Facility Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as the Facility Agent and the Facility Agent is entitled to appoint a successor Agent under paragraph (c) above, the Facility 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 24 and any other term of this Agreement dealing with the rights or obligations of the Facility 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 Facility Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as agent under the Finance Documents. The Borrower shall, within thirty (30) days of demand, reimburse the retiring Facility Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.
- (f) The Facility Agent's resignation notice shall only take effect upon the appointment of a successor.
- (g) Upon the appointment of a successor, the retiring Facility Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (e) above, but shall remain entitled to the benefit of Clause 14.3 (*Indemnity to the Facility Agent and Sinosure Agent*)) and this Clause 24 (and any agency fees for the account of the retiring Facility Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (h) The Facility 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 Facility Agent under the Finance Documents, either:
 - (i) the Facility Agent fails to respond to a request under Clause 12.6 (FATCA Information) and the Borrower or a Lender reasonably believes that the Facility 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 Facility Agent pursuant to Clause 12.6 (FATCA Information) indicates that the Facility Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or

(iii) the Facility Agent notifies the Borrower and the Lenders that the Facility Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

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

24.13 Replacement of the Facility Agent

- (a) After consultation with the Borrower, the Majority Lenders may, by giving thirty (30) days' notice to the Facility Agent, replace that Agent by appointing a successor Agent.
- (b) The retiring Facility 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 the Facility Agent under the Finance Documents.
- (c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Facility Agent. As from this date, the retiring Facility Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) above) but shall remain entitled to the benefit of Clause 14.3 (*Indemnity to the Facility Agent and Sinosure Agent*) and this Clause 24 (and any agency fees for the account of the retiring Facility Agent shall cease to accrue from (and shall be payable on) that date).
- (d) Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

24.14 Confidentiality

- (a) In acting as facility agent for the Finance Parties, the Facility 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 Facility Agent, it may be treated as confidential to that division or department and the Facility Agent shall not be deemed to have notice of it.

24.15 Relationship with the Lenders

- (a) Subject to Clause 22.10 (*Pro rata interest settlement*), the Facility Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Facility 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 Sinosure 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 made or delivered on that day,

- unless it has received not less than five (5) Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.
- Any Lender may by notice to the Facility Agent appoint a person to receive on (b) its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 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 paragraph 30.5(a)(ii) of Clause 30.5 (Electronic communication) and the Facility 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.

24.16 Credit appraisal by the Lenders

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

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

24.17 The Facility Agent's management time

Any amount payable to the Facility Agent under Clause 14.3 (*Indemnity to the Facility Agent and Sinosure Agent*), Clause 16 (*Costs and Expenses*) and Clause 24.11 (*Lenders' indemnity to the Facility Agent*) shall include the cost of utilising the Facility Agent's management time or other resources and will be calculated up to the amount

of EUR 5,000, and will be calculated on the basis of such reasonable daily or hourly rates as the Facility Agent may notify to the Borrower and the Lenders.

24.18 Deduction from amounts payable by the Facility Agent

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

24.19 Role of Reference Banks

- (a) No Reference Bank is under any obligation to provide a quotation or any other information to the Facility Agent.
- (b) No Reference Bank will be liable for any action taken by it under or in connection with any Finance Document, or for any Reference Bank Quotation, unless directly caused by its gross negligence or wilful misconduct.
- (c) No Party (other than the relevant Reference Bank) may take any proceedings against any officer, employee or agent of any Reference Bank in respect of any claim it might have against that Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document, or to any Reference Bank Quotation, and any officer, employee or agent of each Reference Bank may rely on this Clause 24.19 subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

24.20 Third party Reference Banks

A Reference Bank which is not a Party may rely on Clause 24.19 (*Role of Reference Banks*), Clause 24.3 (*Duties of the Facility Agent*) and Clause 36 (*Confidentiality of Funding Rates and Reference Bank Quotations*), subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

25. ROLE OF SINOSURE AGENT

25.1 Appointment of Sinosure Agent

- (a) Each Lender and the Mandated Lead Arranger irrevocably appoints Sinosure Agent to act as its agent under and in connection with:
 - (i) the Sinosure Policy; and
 - (ii) the Finance Documents in relation to matters involving Sinosure and the Sinosure Policy.
- (b) Each Lender and the Mandated Lead Arranger irrevocably authorises Sinosure Agent to:
 - (i) perform the duties, obligation and responsibilities and exercise the rights, powers, authorities and discretions specifically given to Sinosure Agent under or in connection with the Finance Documents and the Sinosure Policy, together with any other incidental rights, powers, authorities and discretions; and

(ii) execute the Sinosure Policy.

25.2 Instructions

- (a) Sinosure Agent shall:
 - exercise or refrain from exercising any right, power, authority or discretion vested in it as Sinosure Agent in accordance with any instructions given to it by Sinosure or in accordance with the terms of the Sinosure Policy; and
 - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.
- (b) Sinosure Agent shall be entitled to request instructions, or clarification of any instruction, from Sinosure as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion. Sinosure Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
- (c) Unless a contrary indication appears in the Sinosure Policy, any instructions given to Sinosure Agent by Sinosure shall override any conflicting instructions given by any Party and will be binding on all Finance Parties.
- (d) Sinosure Agent may refrain from acting in accordance with any instructions of Sinosure until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.
- (e) In the absence of instructions, Sinosure Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.
- (f) Sinosure 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.
- (g) Each Lender authorises Sinosure Agent to follow any instructions that it receives from Sinosure which are in accordance with the terms and conditions of the Sinosure Policy.
- (h) Each Lender acknowledges that any failure by Sinosure Agent to conform to any instructions in accordance with paragraph (g) above, or to the terms and conditions of the Sinosure Policy, may result in lapse of coverage thereunder.

25.3 Duties of Sinosure Agent

- (a) Sinosure Agent shall promptly forward:
 - a copy of any instructions given to it by Sinosure to the Facility Agent and details of any actions that it has taken or proposes to take pursuant to such instructions; and
 - (ii) the original or a copy of any document which is delivered to Sinosure Agent by:
 - (A) Sinosure for a Party to that Party; or

- (B) a Party for Sinosure to Sinosure.
- (b) Except where a Finance Document or the Sinosure Policy specifically provides otherwise, Sinosure Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party or to Sinosure.
- (c) If Sinosure Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Facility Agent, Sinosure Agent or the Mandated Lead Arranger) under this Agreement, it shall promptly notify the Facility Agent and Sinosure.
- (d) Sinosure Agent has only those duties which are expressly specified in the Finance Documents and the Sinosure Policy (and no others should be implied).
- (e) Sinosure Agent shall notify the Facility Agent (who shall then notify the Lenders) if it becomes aware that a Sinosure Policy Event has occurred.
- (f) Sinosure Agent shall monitor whether, in relation to a Loan, the conditions set out in sub-paragraph 4.2(a)(iv) of Clause 4.2 (*Further conditions precedent*) are satisfied.
- (g) Sinosure Agent shall promptly notify the Facility Agent if any conditions set out in sub-paragraph 4.2(a)(iv) of Clause 4.2 (*Further conditions precedent*) are not satisfied.
- (h) Any payment received by Sinosure Agent from Sinosure under the Sinosure Policy shall be made available by Sinosure Agent to the Facility Agent as soon as practicable after receipt, to such account as the Facility Agent may notify to Sinosure Agent by not less than five (5) Business Days' notice with a bank in the principal financial centre of the country of the relevant currency, and any such amount so received shall be applied by the Facility Agent against amounts due from the Borrower to the Finance Parties under or in connection with the Finance Documents in accordance with this Agreement.

25.4 No fiduciary duties

- (a) Nothing in any Finance Document or the Sinosure Policy constitutes Sinosure Agent as a trustee or fiduciary of any other person.
- (b) Sinosure Agent shall not be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

25.5 Business with the Borrower

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

25.6 Rights and discretions

- (a) Without prejudice to any provisions of the Sinosure Policy, Sinosure 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 (1) the Facility Agent are duly given in accordance with the terms of the Finance Documents, or (2) Sinosure are duly given in accordance with the terms of the Sinosure Policy; and
- (B) unless it has received notice of revocation, that those instructions have not been revoked;
- (iii) rely on a certificate from any person:
 - (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
 - (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing, as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate; and
- (iv) 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 Sinosure Agent will so inform Sinosure if instructed to do so by the Facility Agent on behalf of the Majority Lenders).
- (b) Sinosure Agent may assume (unless it has received notice to the contrary in its capacity as Sinosure Agent for the Lenders) that:
 - (i) no Default has occurred;
 - (ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised; and
 - (iii) any notice or request of which it is made aware by the Facility Agent or any other Party is made on behalf of and with the consent and knowledge of the person to whom such notice is purported to be from.
- (c) Sinosure Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.
- (d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, Sinosure Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to Sinosure Agent (and so separate from any lawyers instructed by the Lenders or the Facility Agent) if Sinosure Agent in its reasonable opinion deems this to be necessary.
- (e) Sinosure Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by Sinosure 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) Sinosure 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, Sinosure Agent may disclose to Sinosure and to each other Finance Party any information it reasonably believes it has received as Sinosure Agent under any Finance Document.
- (h) Notwithstanding any other provision of any Finance Document or the Sinosure Policy to the contrary, Sinosure Agent is not 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, Sinosure 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.

25.7 Responsibility for documentation

Sinosure Agent is not responsible or liable for:

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

25.8 No duty to monitor

Sinosure 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 or Sinosure 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.

25.9 Exclusion of liability

- (a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document or the Sinosure Policy excluding or limiting its liability), Sinosure Agent will not be liable for:
 - (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Sinosure Policy, unless directly caused by its gross negligence or wilful misconduct;
 - (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Sinosure Policy or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the Sinosure Policy, other than by reason of its gross negligence or wilful misconduct; or
 - (iii) without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever (but not including any claim based on the fraud of Sinosure 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 Sinosure Agent) may take any proceedings against any officer, employee or agent of Sinosure Agent in respect of any claim it might have against Sinosure Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Transaction Document or the Sinosure Policy and any officer, employee or agent of Sinosure Agent may rely on this Clause subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
- (c) Sinosure 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 Sinosure Policy to be paid by Sinosure Agent if Sinosure 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 Sinosure Agent for that purpose.
- (d) Nothing in this Agreement shall oblige Sinosure Agent 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 or for any Affiliate of any Lender,

on behalf of any Lender and each Lender confirms to Sinosure Agent 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 Sinosure Agent.

(e) Without prejudice to any provision of any Finance Document or the Sinosure Policy excluding or limiting Sinosure Agent's liability, any liability of Sinosure Agent arising under or in connection with any Finance Document or the Sinosure Policy shall be limited to the amount of actual loss which has been suffered (as determined by reference to the date of default of Sinosure 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 Sinosure Agent at any time which increase the amount of that loss. In no event shall Sinosure 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 Sinosure Agent has been advised of the possibility of such loss or damages.

25.10 Lenders' indemnity to Sinosure Agent

- (a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify Sinosure Agent, within three (3) Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by Sinosure Agent (otherwise than by reason of Sinosure Agent's gross negligence or wilful misconduct) in acting as Sinosure Agent under the Finance Documents or in being party to the Sinosure Policy (unless Sinosure Agent has been reimbursed by the Borrower pursuant to a Finance Document or by Sinosure pursuant to the Sinosure Policy).
- (b) The Borrower shall immediately on demand reimburse any Lender for any payment that Lender makes to Sinosure Agent pursuant to paragraph (a) above.

25.11 Resignation of Sinosure Agent

- (a) Sinosure Agent may (with the prior consent of Sinosure) resign and appoint one of its Affiliates as successor by giving notice to the Facility Agent (and the Facility Agent will promptly forward any such notice to the Lenders and the Borrower).
- (b) Alternatively, Sinosure Agent may (with the prior consent of Sinosure) resign by giving 30 days' notice to the Facility Agent (and the Facility Agent will promptly forward any such notice to the Lenders and the Borrower), in which case the Majority Lenders (after consultation with the Borrower) may (with the prior consent of Sinosure) appoint a successor Sinosure Agent.
- (c) If the Majority Lenders have not appointed a successor Sinosure Agent in accordance with paragraph (b) above within 20 days after notice of

resignation was given, the retiring Sinosure Agent (after consultation with the Borrower) may (with the prior consent of Sinosure) appoint a successor Sinosure Agent.

- (d) If Sinosure Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and Sinosure Agent is entitled to appoint a successor Sinosure Agent under paragraph (c) above, Sinosure Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Sinosure Agent to become a party to this Agreement as Sinosure Agent) agree with the proposed successor Sinosure Agent and Sinosure amendments to this Clause 25 and any other term of this Agreement dealing with the rights or obligations of Sinosure Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the SINOSURE agency fee payable under this Agreement which are consistent with the successor Sinosure Agent's normal fee rates and those amendments will bind the Parties.
- (e) The retiring Sinosure Agent shall, make available to the successor Sinosure Agent such documents and records and provide such assistance as the successor Sinosure Agent may reasonably request for the purposes of performing its functions as Facility Agent under the Finance Documents and the Sinosure Policy. The Borrower shall, within three (3) Business Days of demand, reimburse the retiring Sinosure Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.
- (f) Sinosure Agent's resignation notice shall only take effect upon the later of:
 - (i) the appointment of a successor; and
 - (ii) the transfer of the Sinosure Policy to that successor; and
 - (iii) the confirmation from Sinosure of the successor Sinosure Agent's appointment.
- (g) As from the date on which Sinosure Agent's resignation notice takes effect, the retiring Sinosure Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (e) above) but shall remain entitled to the benefit of Clause 14.3 (*Indemnity to the Facility Agent and Sinosure Agent*) and this Clause 25 (and any agency fees for the account of the retiring Sinosure 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.

25.12 Replacement of Sinosure Agent

- (a) After consultation with the Borrower, the Majority Lenders may (with the prior consent of Sinosure), by giving 30 days' notice to Sinosure Agent replace Sinosure Agent by appointing a successor Sinosure Agent.
- (b) The retiring Sinosure Agent shall make available to the successor Sinosure Agent such documents and records and provide such assistance as the

- successor Sinosure Agent may reasonably request for the purposes of performing its functions as Sinosure Agent under the Finance Documents.
- (c) The appointment of the successor Sinosure Agent shall take effect on the later of:
 - (i) the date specified in the notice from the Majority Lenders to the retiring Sinosure Agent; and
 - (ii) the transfer of the Sinosure Policy to that successor.
- (d) As from the date on which the appointment of the successor Sinosure Agent takes effect, the retiring Sinosure Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) above) but shall remain entitled to the benefit of Clause 14.3 (*Indemnity to the Facility Agent and Sinosure Agent*) and this Clause 25 (and any agency fees for the account of the retiring Sinosure Agent shall cease to accrue from (and shall be payable on) that date).
- (e) Any successor Sinosure 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.

25.13 Confidentiality

- (a) In acting as agent for the Lenders, Sinosure 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 Sinosure Agent, it may be treated as confidential to that division or department and Sinosure Agent shall not be deemed to have notice of it.

25.14 Relationship with the Facility Agent and the Lenders

- (a) The Facility Agent will notify Sinosure Agent of the identity and notice details of each Lender upon the request of Sinosure Agent (who may then notify Sinosure). Sinosure Agent may treat the person shown in the Facility Agent's records as Lender at any time.
- (b) Each of the Lenders and the Facility Agent agrees that any communication between it and Sinosure in connection with the Sinosure Policy or any Finance Document shall be conducted by and through Sinosure Agent.
- (c) Each of the Lenders and Sinosure Agent agrees that any communication between Sinosure Agent and any Lender in connection with the Sinosure Policy or any Finance Document shall be conducted by and through the Facility Agent.
- (d) Sinosure Agent will be entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document or the Sinosure Policy on behalf of a Lender or a group of Lenders if the Facility Agent has notified it of such notice, request, document or communication on behalf of that Lender or group of Lenders, without further verification.

25.15 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 Transaction Document or the Sinosure Policy, each Lender confirms to Sinosure Agent 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 Transaction Document, Sinosure and the Sinosure Policy, including but not limited to:

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

25.16 Sinosure Agent's management time

Any amount payable to Sinosure Agent under Clause 14.3 (*Indemnity to the Facility Agent and Sinosure Agent*), Clause 16 (*Costs and Expenses*) and Clause 25.10 (*Lenders' indemnity to Sinosure Agent*) shall include the cost of utilising Sinosure Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as Sinosure Agent may notify to the Borrower and the Lenders, and is in addition to any fee paid or payable to Sinosure Agent under Clause 11 (*Fees*).

25.17 Deduction from amounts payable by Sinosure Agent

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

25.18 Sinosure Policy

Each Lender confirms to Sinosure Agent that:

- (a) it has been provided with a copy of the Sinosure Policy and has made (and shall continue to make) its own independent investigation and assessment of the Sinosure Policy;
- (b) it understands that Sinosure Agent entered into the Sinosure Policy on behalf of the Lenders and authorises Sinosure Agent to do so;
- (c) Sinosure Agent and Sinosure have been provided with all information requested from that Lender by Sinosure Agent in order for Sinosure Agent to enter into the Sinosure Policy;
- (d) all information provided by that Lender to Sinosure Agent in relation to the Sinosure Policy is correct, complete and up to date and is not misleading;
- (e) any representations and warranties to be made by the Facility Agent (on behalf of that Lender) to Sinosure in the Sinosure Policy were or will be true in all material respects as at the date such representations or warranties were made, so far as that Lender is aware; and
- (f) any communication between it and Sinosure in connection with the Sinosure Policy or any Finance Document shall be conducted by and through Sinosure Agent.

25.19 Examination of documents

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

- (a) the Facility Agent's responsibility for the examination of any Utilisation Request, any Relevant 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 Relevant 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, Relevant 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.

For the purpose of this Clause 25.19, "appears on its face" shall be construed in accordance with the latest version of the Uniform Customs Practice for Documentary Credits of the International Chamber of Commerce.

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;
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax; or
- (d) oblige any Finance Party to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any applicable Sanctions, Anti-Corruption Laws, Anti-Terrorism Laws or Anti-Money Laundering Laws.

27. SHARING AMONG THE FINANCE PARTIES

27.1 Payments to Finance Parties

- (a) If a Finance Party (a "Recovering Finance Party") receives or recovers any amount from the Borrower other than in accordance with Clause 28 (*Payment Mechanics*) (a "Recovered Amount") and applies that amount to a payment due under the Finance Documents then:
 - (i) the Recovering Finance Party shall, within three (3) Business Days, notify details of the receipt or recovery to the Facility Agent;
 - (ii) the Facility 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 Facility Agent and distributed in accordance with Clause 28 (*Payment Mechanics*), without taking account of any Tax which would be imposed on the Facility Agent in relation to the receipt, recovery or distribution; and
 - (iii) the Recovering Finance Party shall, within three (3) Business Days of demand by the Facility Agent, pay to the Facility Agent an amount (the "Sharing Payment") equal to such receipt or recovery less any amount which the Facility Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 28.5 (Partial payment).

27.2 Redistribution of payments

The Facility Agent shall treat the Sharing Payment as if it had been paid by the Borrower and distribute it between the Finance Parties (other than the Recovering Finance Party) (the "**Sharing Finance Parties**") in accordance with Clause 28.5 (*Partial payment*) towards the obligations of the Borrower to the Sharing Finance Parties.

27.3 Recovering Finance Party's rights

On a distribution by the Facility 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 Facility Agent, pay to the Facility 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.

28. PAYMENT MECHANICS

28.1 Payments to the Facility 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 Facility 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 Facility Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Facility Agent, in each case, specifies.

28.2 Distributions by the Facility Agent and Sinosure Agent

Each payment received by the Facility Agent or Sinosure Agent under the Finance Documents or the Sinosure Policy for another Party shall, subject to Clause 28.3 (*Distributions to the Borrower*), Clause 28.4 (*Clawback and pre-funding*) and Clause 24.18 (*Deduction from amounts payable by the Facility Agent*) be made available by the Facility Agent or Sinosure Agent (as the case may be) 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 Facility Agent (following which the Facility Agent shall promptly notify Sinosure Agent, if relevant to it) by not less than five (5) Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency.

28.3 Distributions to the Borrower

The Facility 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.

28.4 Clawback and pre-funding

- (a) Where a sum is to be paid to the Facility Agent or Sinosure Agent under the Finance Documents or the Sinosure Policy for another Party, the Facility Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) Unless paragraph (c) below applies, if the Facility Agent or Sinosure Agent pays an amount to another Party and it proves to be the case that the Facility 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 Facility Agent or Sinosure Agent shall on demand refund the same to the Facility Agent or Sinosure Agent together with interest on that amount from the date of payment to the date of receipt by the Facility Agent or Sinosure Agent, calculated by the Facility Agent or Sinosure Agent to reflect its cost of funds.
- (c) If the Facility Agent has notified the Lenders that it is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders then if and to the extent that the Facility 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 Facility Agent shall notify the Borrower of that Lender's identity and the Borrower shall on demand refund it to the Facility 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 Facility Agent the amount (as certified by the Facility Agent) which will indemnify the Facility Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

28.5 Partial payment

(a) If the Facility Agent receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under the Finance Documents, the Facility Agent shall apply that payment towards the obligations of the Borrower under the Finance Documents in the following order:

- (i) **first**, in or towards payment *pro rata* of any unpaid amount owing to the Facility Agent or the Mandated Lead Arranger under the Finance Documents:
- (ii) **secondly**, in or towards payment pro rata of any accrued interest, fee or commission due but unpaid under this Agreement;
- (iii) **thirdly**, in or towards payment *pro rata* of any principal due but unpaid under this Agreement; and
- (iv) **fourthly**, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.
- (b) The Facility Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (iv) above.
- (c) Paragraphs (a) and (b) above will override any appropriation made by the Borrower.

28.6 No set-off by the Borrower

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

28.7 Business Days

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

28.8 Currency of account

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

28.9 Change of currency

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
 - 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 Facility 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 Facility Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent the Facility Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Interbank Market and otherwise to reflect the change in currency.

28.10 Disruption to payment systems etc.

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

- (a) the Facility 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 Facility Agent may deem necessary in the circumstances;
- (b) the Facility Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- (c) the Facility Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (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 Facility 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 Facility 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 Facility Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 28.10; and
- (f) the Facility Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

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.

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;

Ministry of Finance of the Government of Republic of Serbia,

Address: Kneza Milosa 20

Attention: Mr Sinisa Mali, First Deputy Prime Minister and Minister

of Finance

Contact Number: +381117652012

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

Deutsche Bank Aktiengesellschaft Filiale Hong Kong (Incorporated in the Federal Republic of Germany & Members' Liability is Limited)

Address: 57/F, International Commerce Centre, 1 Austin Road

West, Kowloon, Hong Kong, China

Fax Number: +852 2203 7241

Attention: Anson-CK Chan/ Felix Shum

Department: Loan Operations

Contact Number: +852 2203 8792/8762

Email address: anson-ck.chan@db.com, felix.shum@db.com,

dboi.hkloans@db.com, dboi.hkclosing@db.com

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

Address: 57/F, International Commerce Centre, 1 Austin Road

West, Kowloon, Hong Kong, China

Fax Number: +852 2203 7241

Attention: Anson-CK Chan/ Felix Shum

Department: Loan Operations

Contact Number: +852 2203 8792/8762

Email address: anson-ck.chan@db.com, felix.shum@db.com,

dboi.hkloans@db.com, dboi.hkclosing@db.com

(d) in the case of Sinosure Agent, that identified with its name below;

Address: 39F, Two International Finance Centre, 8 Century

Avenue, Lujiazui, Shanghai, China

Fax Number: +86 21 68591109

http://gd.db.com/perl/search?tabset=person&searchtype=facsimiletelephonenumber&type=1&uid=%2B86%28

10%2959695705

Attention: Liwen Gu/David Cham/Edward Hui

Department: Structured Trade & Export Finance

Contact Number: + 86 21 20801659/ +852 22037876/+852 22037445

Email address: liwen.gu@db.com, david.cham@db.com, edward-

sl.hui@db.com

or any substitute address or fax number or department or officer as the Party may notify to the Facility Agent (or the Facility Agent may notify to the other Parties, if a change is made by the Facility Agent) by not less than five (5) 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(5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 30.2 (*Addresses*), if addressed to that department or officer.

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

30.4 Notification of address and fax number

Promptly upon changing its address or fax number, the Facility 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:

- notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
- (ii) notify each other of any change to their address or any other such information supplied by them by not less than five (5) Business Days' notice.
- (b) Any such electronic communication as specified in paragraph (a) above to be made between the Borrower and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.
- (c) Any such electronic communication as specified in paragraph (a) above made between any two Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by a Party to the Facility Agent only if it is addressed in such a manner as the Facility Agent shall specify for this purpose.
- (d) Any electronic communication which becomes effective, in accordance with paragraph (c) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following Business Day.
- (e) Any reference in a Finance Document to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 30.5.

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 Facility 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 Interbank 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 of the Finance Documents. No election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

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 Facility Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 34.
- (c) Paragraph (c) of Clause 22.10 (*Pro rata interest settlement*) shall apply to this Clause 34.

34.2 All Lender matters

Subject to Clause 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, 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 change or amendment which might, in the opinion of the Facility Agent or the Sinosure Agent, affect the scope, validity or enforceability of the Sinosure Policy;
- (h) any provision which expressly requires the consent of all the Lenders;
- (i) a change in current of payment of any amount under the Finance Documents; or
- (j) Clause 2.2 (Finance Parties' rights and obligations), Clause 7.9 (Application of prepayments), Clause 22 (Changes to the Lenders), Clause 27 (Sharing among the Finance Parties), this Clause 34, Clause 39 (Governing Law), Clause 40 (Arbitration), Clause 41 (Jurisdiction of English Courts) or Clause 42 (Waiver of Immunity).

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

34.3 Other exceptions

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

34.4 Replacement of Screen Rate

- (a) Subject to Clause 34.3 (*Other exceptions*), if a Screen Rate Replacement Event has occurred in relation to the Screen Rate, any amendment or waiver which relates to:
 - (i) providing for the use of a Replacement Benchmark in place of the Screen Rate; and

(ii)

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

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

may be made with the consent of the Facility Agent (acting on the instructions of the Majority Lenders), Sinosure and the Borrower.

- (b) If any Lender fails to respond to a request for an amendment or waiver described in paragraph (a) above within fifteen (15) Business Days (or such longer time period in relation to any request which the Borrower and the Facility Agent may agree) of that request being made:
 - its Commitment shall not be included for the purpose of calculating the Total Commitments when ascertaining whether any relevant percentage of Total Commitments has been obtained to approve that request; and
 - (ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request,

unless such failure to respond is the result of that Lender not having received sufficient instructions from Sinosure.

(c) In this Clause 34.4:

"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.

"Replacement Benchmark" means a benchmark rate which is:

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

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 (B) above;

- (ii) 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 the Screen Rate; or
- (iii) in the opinion of the Majority Lenders and the Borrower, an appropriate successor to the Screen Rate.

"Screen Rate Replacement Event" means:

- the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Majority Lenders and the Borrower, materially changed;
- (ii)
- (A)
- the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or
- (2) 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.

provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

- (B) 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;
- (C) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued;
- (D) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or
- (iii) 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:
 - the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrower) temporary; or

- (B) that Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than one (1) Month; 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.

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*), 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 paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;
- (b) to any person:
 - (i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as the Facility Agent and, in each case, to any of that person's Affiliates, Representatives and professional advisers;
 - (ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or the Borrower and to any of that person's Affiliates, Representatives and professional advisers;
 - (iii) appointed by any Finance Party or by a person to whom paragraph 35.2(b)(i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (b) of Clause 24.15 (*Relationship with the Lenders*)):

- (iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph 35.2(b)(i) or (ii) above;
- (v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
- (vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
- (vii) who is a Party; or
- (viii) with the consent of the Borrower;

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

- (A) in relation to paragraphs 35.2(b)(i), 35.2(b)(ii) and 35.2(b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;
- (B) in relation to paragraph 35.2(b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;
- (C) in relation to paragraphs 35.2(b)(v) and 35.2(b)(vi) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances; and
- (c) to any person appointed by that Finance Party or by a person to whom paragraph 35.2(b)(i) or 35.2(b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party;

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

35.3 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.

35.4 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.

35.5 Notification of disclosure

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

- (a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph 35.2(b)(v) of Clause 35.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 35.

36. CONFIDENTIALITY OF FUNDING RATES AND REFERENCE BANK QUOTATIONS

36.1 Confidentiality and disclosure

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

- (ii) any Funding Rate or any Reference Bank Quotation to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Facility Agent and the relevant Lender or Reference Bank, as the case may be.
- (c) The Facility Agent may disclose any Funding Rate or any Reference Bank Quotation, and the Borrower may disclose any Funding Rate, to:
 - (i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate or Reference Bank Quotation is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or Reference Bank Quotation or is otherwise bound by requirements of confidentiality in relation to it;
 - (ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Facility Agent or the Borrower, as the case may be, it is not practicable to do so in the circumstances;
 - (iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Facility Agent or the Borrower, as the case may be, it is not practicable to do so in the circumstances; and
 - (iv) any person with the consent of the relevant Lender or Reference Bank, as the case may be.
- (d) The Facility Agent's obligations in this Clause 36 relating to Reference Bank Quotations are without prejudice to its obligations to make notifications under Clause 8.4 (*Notification of rates of interest*) **provided that** (other than pursuant to paragraph (b)(i) above) the Facility Agent shall not include the details of any individual Reference Bank Quotation as part of any such notification.

36.2 Related obligations

- (a) The Facility Agent and the Borrower acknowledge that each Funding Rate (and, in the case of the Facility Agent, each Reference Bank Quotation) is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Facility Agent and the Borrower undertake not to use any Funding Rate or, in the case of the Facility Agent, any Reference Bank Quotation for any unlawful purpose.
- (b) The Facility Agent and the Borrower agree (to the extent permitted by law and regulation) to inform the relevant Lender or Reference Bank, as the case may be:
 - (i) of the circumstances of any disclosure made pursuant to paragraph 36.1(c)(ii) of Clause 36.1 (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
 - (ii) upon becoming aware that any information has been disclosed in breach of this Clause 36.

37. CONTRACTUAL RECOGNITION OF BAIL-IN

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

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
 - 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.

38. 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.

39. GOVERNING LAW

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

40. ARBITRATION

40.1 Arbitration

Subject to Clause 40.3 (Facility Agent's option), any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "**Dispute**"), shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (LCIA) ("**Rules**") which Rules are deemed to be incorporated by reference into this clause.

- (a) The seat, or legal place, of arbitration shall be London.
- (b) The law of this Clause 40 shall be English law.
- (c) The number of arbitrators shall be three. Each party shall nominate in the Request for Arbitration and the Response, respectively, one arbitrator. If either party fails to nominate an arbitrator, the LCIA Court shall appoint the arbitrator. If the parties to the Dispute number more than two and such parties have not all agreed in writing that the disputant parties represent collectively two separate "sides" for the formation of the arbitral tribunal (as claimants on one side and respondents on the other side, each side nominating a single arbitrator), the LCIA Court shall appoint the two co-arbitrators without regard to any party's entitlement or nomination. The two arbitrators so appointed shall nominate a third arbitrator, who shall act as the presiding arbitrator. Failing such nomination within 30 days from the confirmation or appointment of the second arbitrator, the LCIA Court shall appoint the presiding arbitrator.
- (d) The language to be used in the arbitral proceedings shall be English.

40.2 Recourse to courts

For the purposes of arbitration pursuant to this Clause 40 (*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.

40.3 Facility Agent's option

At any time before the Finance Parties have delivered to the Registrar a Request for Arbitration or a Response, as the case may be, in relation to the resolution of a Dispute, the Facility Agent, may (and shall, if so instructed by the Majority Lenders) elect by notice in writing to all other Parties that such Dispute shall instead be heard by a court of law. Following any such election, no arbitral tribunal shall have jurisdiction in respect of such Dispute. If the Facility Agent gives such notice of election in respect of a Dispute, such Dispute shall be determined in accordance with Clause 41 (*Jurisdiction of English Courts*).

41. JURISDICTION OF ENGLISH COURTS

If the Facility Agent issues a notice pursuant to Clause 40.3 (*Facility Agent's option*), the provisions of this Clause 41 shall apply.

41.1 Jurisdiction

- (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 any Dispute. The Parties irrevocably waive any

- objection which they might now or hereafter have to the courts of England being nominated as the forum to hear and determine any proceedings arising out of or in connection with this Agreement, and agree not to claim that any such court is an inconvenient or inappropriate forum.
- (c) Notwithstanding paragraphs (a) and (b) above, nothing in this Clause 41 shall or shall be construed so as to limit the right of a Finance Party to bring proceedings for the determination of a Dispute in any other court of competent jurisdiction, nor shall the bringing of such proceedings in any one or more jurisdictions preclude the bringing of proceedings by a Finance Party in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.

41.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, the Borrower:
 - (i) irrevocably appoints 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, by its execution of this Agreement, accepts that appointment; 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 30 days of such event taking place) appoint another agent on terms acceptable to the Facility Agent. Failing this, the Facility Agent may appoint another agent for this purpose.

42. WAIVER OF IMMUNITY

- (a) Subject to paragraph (b) below, the Borrower waives in relation to the transactions contemplated under the Finance Documents all immunity it or its assets or revenues may otherwise have in any jurisdiction, including immunity in respect of:
 - (i) the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues; and
 - (ii) the issue of any process against its assets or revenues for the enforcement of a judgment or award or, in an action *in rem*, for the arrest, detention or sale of any of its assets and revenues.
- (b) The Borrower does not hereby waive such immunity under paragraph (a) above from execution or attachment in respect of, and the Borrower shall be immune in respect of and in relation to any suit, action or proceedings, attachment or enforcement of any judgment or arbitral award against, Immunity 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

DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (INCORPORATED IN THE FEDERAL REPUBLIC OF GERMANY & MEMBERS' LIABILITY IS LIMITED) EUR 178,382,740.33

Total Commitments

EUR 178,382,740.33

SCHEDULE 2 CONDITIONS PRECEDENT TO INITIAL UTILISATION

1. The Borrower and the Contractor

- (a) 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; (ii) authorizing the Minister of Finance of the Republic of Serbia to execute the Finance Documents on behalf of the Republic of Serbia.
- (b) A certificate of the Minister of Finance of Serbia setting out the full name, title and true signature of each representative of the Borrower authorised to sign, on behalf of the Borrower, the Finance Documents and any documents to be delivered by the Borrower pursuant to the Finance Documents.
- (c) A certificate of the Minister of Finance of Serbia confirming that:
 - (i) all amounts payable by the Borrower under the Finance Documents during a Financial Year are (for those payable in 2024) within the scope of the budget approved by Serbia for the 2024 Financial Year or will be (for those payable after 2024) within the scope of the budget approved by Serbia for each subsequent Financial Year until the Facility has been irrevocably discharged in full together with evidence that the borrowing by the Borrower under this Agreement is duly budgeted in the Law on Budget of the Republic of Serbia for 2024;
 - (ii) its borrowings 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;
 - (iii) utilisation of the Facility would not breach any restriction on its borrowing powers or on the borrowing powers of any agency through which the Borrower is acting and that each copy provided under this Schedule 2 (Conditions Precedent to Initial Utilisation) is complete, true and in full force and effect; and
- (d) A specimen of the signature of each Authorised Signatory as specified in the certificate referred to in paragraph (b) above, which shall be contained in such certificate.
- (e) 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).
- (f) A certified copy of KZ forms (in Serbian: "KZ obrasci") evidencing that this Agreement has been duly reported to the NBS.
- (g) A certificate of the authorised signatory of the Contractor:
 - (i) setting out the full name, title and true signature of each representative of the Contractor authorised to sign, on behalf of the Contractor, the Commercial Contract, the Contractor Certificates and any documents to be delivered by the Contractor pursuant to the Finance Documents; and

(ii) certifying all documents delivered by the Contractor pursuant to the Finance Documents are correct, complete and up-to-date as at a date no earlier than the date of this Agreement.

2. Legal opinions

- (a) A legal opinion of Baker & McKenzie, legal advisers to the Mandated Lead Arranger and the Facility Agent in England, in relation to the English law governed Finance Documents and substantially in the form distributed to the Original Lenders prior to signing this Agreement.
- (b) A legal opinion of Prica Partners, legal advisers to the Mandated Lead Arranger and the Facility Agent in Serbia, substantially in the form distributed to the Original Lenders prior to signing this Agreement.
- (c) A legal opinion of FenXun Partners, legal advisers to the Mandated Lead Arranger and the Facility Agent in the PRC, substantially in the form distributed to the Original Lenders prior to signing this Agreement.
- (d) A legal opinion issued by the Ministry of Justice of the Republic of Serbia.

3. Finance Documents

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

4. Other documents and evidence

- (a) The Sinosure Policy, in form and substance satisfactory to the Facility Agent, duly issued by Sinosure.
- (b) Evidence that the Sinosure Premium has been paid in full.
- (c) Evidence that any process agent referred to in Clause 41.2 (*Service of process*) has accepted its appointment.
- (d) Evidence that the Contractor has received payment of the Advance Payment in full.
- (e) Evidence that the Contractor Account has been opened.
- (f) Certified copies of the Commercial Contract duly executed by the parties thereto and the evidence that all conditions precedent to the effectiveness thereof have been satisfied.
- (g) Evidence that all necessary government and public authorities approvals in relation to the Project have been received by the Buyers and the Borrower.
- (h) A copy of the Environmental and Social Impact Assessment (ESIA) based on the Environmental and Social Requirements (in English language) and evidence that a summary of the Environmental and Social Impact Assessment (ESIA) (in English language) is accessible and available online in line with the Equator Principles.
- (i) Evidence of the appointment of an Environmental and Social Consultant, who will be mandated in particular to (i) prepare the final Environmental and Social Due Diligence (ESDD) Report and Environmental and Social Action Plan (ESAP), (ii) if applicable, provide monitoring of the implementation of the

- actions provided for in the Environmental and Social Action Plan (ESAP), relating to the compliance of the execution of the Line 1 (Phase 1) of the Belgrade Metro Project with the Environmental and Social Requirements.
- (j) Evidence that all necessary Environmental and Social Permits required under the applicable law for the realisation of the Project, including the EIA Consent, have been obtained and are in full force and effect.
- (k) A copy of any other Authorisation or other document, opinion or assurance which the Facility Agent or Sinosure considers to be necessary or desirable (if the Facility Agent has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Transaction Document or the Sinosure Policy or for the validity and enforceability of any Transaction Document or the Sinosure Policy.
- (I) Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 11 (*Fees*), Clause 12.4 (*Stamp taxes*) and Clause 16 (*Costs and Expenses*) have been paid or will be paid by the first Utilisation Date.
- (m) Any information and evidence requested by any Finance Party in respect of the Borrower which is necessary to enable such Finance Party to comply with its anti-money laundering procedures or "know your client" requirements.

SCHEDULE 3 UTILISATION REQUEST

From: The Republic of Serbia represented by the Government of the Republic of Serbia

acting by and through the Ministry of Finance

To: [Agent]

Dated:

Dear Sirs

The Republic of Serbia represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance – EUR 178,382,740.33 Facility Agreement dated [•] 2024 (the "Agreement")

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

Proposed Utilisation Date: [•] (or, if that is not a Business Day, the next

Business Day)

Currency of Loan: euros

Amount: [●] or, if less, the Available Facility

- 3. We hereby confirm that:
 - (a) the Commercial Contract is in full force and effect and have not been suspended, interrupted, cancelled or terminated, amended or modified (without the consent of the Facility Agent);
 - (b) the Contractor specified above has performed its requisite obligations under the Commercial Contract to which it is a party;
 - (c) the cumulative total amount of Utilisations requested (including the amount of the Utilisation requested in this Utilisation Request) does not exceed Eligible Amount: and
 - (d) we have not previously requested disbursement of a Loan for amounts which form part of this Utilisation Request.
- 4. We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) of the Agreement is satisfied on the date of this Utilisation Request.
- 5. The proceeds of this Loan should be credited to the Contractor Account.

- 6. This Utilisation Request is irrevocable.
- 7. This Utilisation Request and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law
- 8. The Contractor Certificate is attached.

Yours faithfully
authorised signatory for and on behalf of The Republic of Serbia

SCHEDULE 4 FORM OF CONTRACTOR CERTIFICATE

[On the Contractor's letterhead]

To: DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG
(INCORPORATED IN THE FEDERAL REPUBLIC OF GERMANY & MEMBERS'
LIABILITY IS LIMITED) as Facility Agent

Dated:

Dear Sirs

The Republic of Serbia represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance – EUR 178,382,740.33

Facility Agreement

dated [•] 2024 (the "Agreement")

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

Name of account holder:

Name of receiving bank:

Address of receiving bank:

Swift Code:

Account number (EUR):

[•]

- (b) such payment [together with any previous Invoiced Amount referred to in a Contractor Certificate] represents no more than [●] per cent of the Commercial Contract Price;
- (c) each of the Relevant Supporting Documents is complete, authentic and in effect and in conformity with the Commercial Contract in all material aspects;
- (d) we have complied with Sinosure's instructions regarding the utilisation schedule;

- (e) our above mentioned invoice is not disputed by any Buyer or the Commercial Contract Financier;
- (f) the Commercial Contract have not:
 - (i) been repudiated, revoked, rescinded or terminated;
 - (ii) as far as we are aware, ceased to be in full force and effect;
 - (iii) as far as we are aware, ceased to be legal, valid, binding, enforceable or effective; or
 - (iv) been alleged by a party to it to be ineffective;
- (g) as far as we are aware, it is not, nor has it become, unlawful for us to perform our obligations under the Commercial Contract;
- (h) we have not directly or indirectly used the proceeds of the Facility for any purpose which would breach any Anti-Corruption Laws or any Anti-Money Laundering Laws;
- (i) we have not directly or indirectly used the proceeds of the Facility hereunder, or lend, contribute or otherwise make available such proceeds to or other person or entity:
 - (i) to fund or facilitate any activities of or business with any Sanctions Restricted Person:
 - (A) the subject or the target of any sanctions or trade embargos administered or enforced by the Sanction Authority, or
 - (B) owned fifty per cent. (50%) or more by or otherwise controlled by, or acting on behalf of one or more Sanctions Restricted Persons, or
 - (C) 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;
- all information given by us to the Facility Agent in connection with the Contractor Certificate is true and correct in all material aspects as at the date when such information is presented by us and can be relied on by the Facility Agent; and
- (k) the Invoiced Amount set forth in paragraph 3(a) above is eligible for financing under the Agreement.

Yours	faithfully,
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Power Construction Corporation of China, Limited

Ву:	Name: Title:
[se	al]

SCHEDULE 5 FORM OF TRANSFER CERTIFICATE

To: [●] as Facility Agent

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

Dated:

The Republic of Serbia represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance – EUR 178,382,740.33 Facility

Agreement dated [●] 2024 (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 22.5 (*Procedure for transfer*):
 - (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation, and in accordance with Clause 22.5 (*Procedure for transfer*), all of the Existing Lender's rights and obligations under the Agreement and other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participations in Loans under the Agreement as specified in the Schedule.
 - (b) The proposed Transfer Date is [●].
 - (c) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 30.2 (*Addresses*) are set out in the Schedule.
- 3. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 22.4 (*Limitation of responsibility of Existing Lenders*).
- 4. This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.
- 5. This Transfer Certificate [and any non-contractual obligations arising out of or in connection with it] [is/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

pay	vments,]
For and on behalf of	For and on behalf of
[Existing Lender]	[New Lender]
Ву:	Ву:
This Transfer Certificate is accepted by the I as [●].	Facility Agent and the Transfer Date is confirmed
For and on behalf of	
[Agent]	
Ву:	

SCHEDULE 6 FORM OF ASSIGNMENT AGREEMENT

To: [●] as Facility Agent and [●] as Borrower

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

Dated:

The Republic of Serbia represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance – EUR 178,382,740.33 Facility Agreement dated [●] 2024 (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 22.6 (*Procedure for assignment*):
 - (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participations in Loans under the Agreement as specified in the Schedule.
 - (b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitment(s) and participations in Loans under the Agreement specified in the Schedule.
 - (c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.
- 3. The proposed Transfer Date is [●].
- 4. On the Transfer Date the New Lender becomes Party to the Finance Documents as a Lender.
- 5. The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 30.2 (*Addresses*) are set out in the Schedule.
- 6. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 22.4 (*Limitation of responsibility of Existing Lenders*).
- 7. This Assignment Agreement acts as notice to the Facility Agent (on behalf of each Finance Party) and, upon delivery in accordance with Clause 22.7 (*Copy of Transfer Certificate or Assignment Agreement to the Borrower*), to the Borrower of the assignment referred to in this Assignment Agreement.
- 8. This Assignment Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment Agreement.
- 9. This Assignment Agreement [and any non-contractual obligations arising out of or in connection with it] [is/are] governed by English law.

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

THE SCHEDULE

Rights to be assigned and obligations to be released and undertaken

[insert relevant details]

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

For and on behalf of For and on behalf of

[Existing Lender] [New Lender]

By: By:

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

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

For and on behalf of

[Agent]

SCHEDULE 7 REPAYMENT SCHEDULE

No. of instalment	Repayment Date	Repayment Percentage
1.	First Repayment Date	1/16
2.	The date falling 6 Months after the First Repayment Date	1/16
3.	The date falling 12 Months after the First Repayment Date	1/16
4.	The date falling 18 Months after the First Repayment Date	1/16
5.	The date falling 24 Months after the First Repayment Date	1/16
6.	The date falling 30 Months after the First Repayment Date	1/16
7.	The date falling 36 Months after the First Repayment Date	1/16
8.	8. The date falling 42 Months after the First Repayment Date	
9.	The date falling 48 Months after the First Repayment Date	1/16
10.	The date falling 54 Months after the First Repayment Date	1/16
11.	The date falling 60 Months after the First Repayment Date	1/16
12.	The date falling 66 Months after the First Repayment Date	1/16
13.	The date falling 72 Months after the First Repayment Date	1/16
14.	The date falling 78 Months after the First Repayment Date	1/16
15.	The date falling 84 Months after the First Repayment Date 1/16	
16.	Final Maturity Date	1/16
TOTAL		100%

SCHEDULE 8 TIMETABLES

Delivery of a duly completed Utilisation U - 7
Request (Clause 5.1 (*Delivery of a Utilisation Request*))

10:00 a.m.

Agent notifies the Lenders of the Loan in accordance with Clause 5.3(b) of Clause 5.3 (*Currency and amount*)

U - 3
4:00 p.m.

EURIBOR is fixed Quotation Day 11:00 a.m. in respect of

EURIBOR

Reference Bank Rate calculated by reference to available quotations in accordance with Clause 10.1 (*Unavailability of Screen Rate*)

Noon on the Quotation Day

"U" = date of Utilisation.

"U - X" = X Business Days prior to date of Utilisation.

SCHEDULE 9 FORM OF E&S SELF-MONITORING REPORT

This is a guideline with minimum expected information to be included – this can be adjust and transferred on to a company template

[INSERT PROJECT] CONSTRUCTION SELF- MONITORING REPORT [INSERT NAME OF REPORTING ORGANISATION], [INSERT MONITORING PERIOD]

1. PROJECT STATUS

1.1 Works progress

[Describe current activities and % progress against programme]

The areas of active works should be clearly stated, with supporting maps / figures where relevant.

2. ORGANISATION

2.1 General Organisation

[Insert Org Chart]

2.2 E&S Organisation

[Insert Org Chart]

Outline any new changes or requirements within the team as well as E&S supporting consultants assisting on the project

2.3 Sub-contractors

[List sub-contractors and role within the project]

2.4 Construction Workers

Report TOTAL Numbers for Each Parameter	MAIN contractor (split by Main Contractor, i.e. PowerChina and Alstom)	SUB Contractors	Accommodated in Worker Camp/s (broken down by camp / accommodation if more than one accommodation is being used)
Male			
Female			
National			
Expatriates			

TOTAL		

3. LEGAL STATUS

[Include any submission to authorities, permits obtained, inspections and outcomes of inspections such as non-compliances/ formal notifications of non-compliances, corrective action plans, fines]

4. OCCUPATIONAL HEALTH AND SAFETY MONITORING

4.1 OHS Statistics

Report TOTAL Numbers for Each Parameter	Current Monitoring Period	Last Monitoring Period (not Cumulative)	Total Monitoring Period (Cumulative)
Total number of workers			
Total person-hours worked - quarterly			
Total number of lost time occupational injuries ¹			
Total number of lost workdays ² due to injuries			
Lost time injury frequency ³			
Severity Rate of lost time accidents			
Fatalities			
Near misses			
Safety observations			

Please attached a complete record that includes data from all monitoring periods in order to evaluate performance over time

Provide details of incidents – date, type, description and corrective action

¹ A lost-time injury ("LTI") is the incapacity to work for at least one full workday beyond the day on which the accident or illness occurred.

² **Lost workdays** are the number of workdays (consecutive or not) beyond the date of injury or onset of illness that the employee was away from work or limited to restricted work activity because of an occupational injury or illness.

³ The number of **lost time injuries** (LTIs) recorded for Project workers per million man-hours worked by them. LTI Frequency Rate = injuries per million hours worked = # of lost time accidents x 1,000,000 hours / total man-hours worked.

Please include graphs to show performance over the construction period

Evaluate trends in the data and mitigations taken

4.2 Safety Meetings

[list meeting type and number]

4.3 Job Safety Analyses (JSA)

[list topics covered]

4.4 OHS Training Activities

[list trainings conducted with dates]

4.5 Emergency Preparedness and Response

[Describe drills conducted and lessons learnt and any equipment inspections]

4.6 Worker Grievances

4.6.1 Grievances received this monitoring period

Date Received	Topic	Employee/ Subcontractor	Date closed

4.6.2 Total grievances received

Grievances	Current Monitoring Period	Last Monitoring Period (not Cumulative)	Total Monitoring Period (Cumulative)
Received			
Closed			

Please attached detailed records for the construction period as monitoring progress. This would include copies of a Grievance Register.

Use graphs to represent data eg topic frequency

Identify trends in grievances and mitigations implemented

4.7 Worker accommodation

List any worker accommodation that is being used (i.e any accommodation provided by contractors and subcontractors for their workers while working on the Project), state when the accommodation was last inspected by Contractor or Employer, and give summary of any corrective actions. Full inspection reports to be provided as an appendix.

4.8 Worker welfare monitoring

Describe any monitoring that has been done in the reporting period to check that labour and working conditions are in line with the Applicable Standards, e.g. discussions with workers to get feedback, checks of documentation etc. Summarise any key findings or corrective actions from such monitoring.

5. ENVIRONMENTAL MONITORING

[Select aspects relevant to the project and not limited to what has been included here. A database of monitoring results should be developed and made available to the IESC/Lenders]

5.1 Air Quality Monitoring

5.1.1 Ambient Air Monitoring

[Describe monitoring requirements as per ESMP, ESMS, included graphs showing performance, evaluate data and highlight exceedances, cause and mitigations implemented]

Note that the parameters and data to be stated here will need to be in line with the ESMP.

Location ID	Date	PM10 (μg/m3)	TSP (µg/m3)	NO2 (μg/m3)	SO2 (μg/m3)	CO (mg/m3)	VOC (ppm)
xx	XX						
	xx						
	xx						
	xx						
xx	XX						
	XX						
	xx						
	xx						
National Standard							
IFC/WB							

5.1.2 Air Emissions Monitoring

[Describe monitoring requirements as per ESMP, ESMS, included graphs showing performance, evaluate data and highlight exceedances, cause and mitigations implemented.]

Location ID	Dat e	Paramete r (unit)					
xx	xx						
	хх						
	xx						
	xx						
xx	XX						
	XX						
	xx						
	XX						
National Standar d							
IFC/WB							

5.2 Noise and Vibration Monitoring

[Describe monitoring requirements as per ESMP, ESMS, included graphs showing performance, evaluate data and highlight exceedances, cause and mitigations implemented]

Location ID	Date	Parameter (unit)	Parameter (unit)	Parameter (unit)	Parameter (unit)
XX	xx				
	xx				
	xx				
	XX				
xx	xx				
	XX				
	XX				
	XX				
National Standard					

IFC/WB			

5.3 Water Quality Monitoring

5.3.1 Surface Water Monitoring

[Describe monitoring requirements as per ESMP, ESMS, included graphs showing performance, evaluate data and highlight exceedances, cause and mitigations implemented]

Note that the parameters and data to be stated here will need to be in line with the ESMP.

Location ID	Date	Paramet er (unit)		Paramet er (unit)		
xx	xx					
	xx					
	xx					
	xx					
xx	xx					
	xx					
	xx					
	xx					
National Standar d						
IFC/WB						

5.3.2 Groundwater Monitoring

[Describe monitoring requirements as per ESMP, ESMS, included graphs showing performance, evaluate data and highlight exceedances, cause and mitigations implemented]

Location ID	Date				Paramete r (unit)	
xx	XX					

	xx				
	xx				
	xx				
XX	xx				
	XX				
	XX				
	XX				
National Standar d					
IFC/WB					

5.3.3 Wastewater Monitoring

[Describe monitoring requirements as per ESMP, ESMS, included graphs showing performance, evaluate data and highlight exceedances, cause and mitigations implemented]

Location ID	Date	Paramete r (unit)	arameter (unit)	arameter (unit)	Paramete r (unit)	arameter (unit)	-
xx	xx						
	xx						
	xx						
	xx						
xx	xx						
	xx						
	xx						
	xx						
National Standar d							
IFC/WB							

5.4 consumption monitoring

[volumes of water used, volumes of waste water generated]

5.5 Biodiversity Monitoring

[Describe monitoring requirements as per ESMP (and BAP) and describe monitoring outcomes]

5.6 Solid Waste Monitoring

[Describe waste management strategy, including recycling, incineration, disposal onsite, disposal offsite, waste contractors used, final disposal sites]

	Current Monitoring Period	Total Monitoring Period (Cumulative)
TOTAL quantity of waste generated		
(broken down by non-hazardous and hazardous waste stream)		
Quantity non hazardous waste disposed offsite		
Quantity hazardous waste disposed offsite		
Quantity of Waste Recycled		

5.7 Greenhouse Gases

[Describe GHG monitoring and reporting requirements and present data / reports]

5.8 Excavated Materials Management

[Describe the volumes and locations from which materials have been excavated, the end use of materials, and status of the Employer's approvals and any required permits for the excavated materials. Include data on the volumes that are reused for the project and the volume disposed as contaminated soils/hazardous waste]

5.9 Environmental initiatives

[Outline any environmental initiatives, programmes implemented which are outside of the ESMP]

5.10 Environmental incidents

Describe any environmental incidents (e.g. spills, accidental / uncontrolled discharges etc) that have occurred in the reporting period and the actions take to resolve them.

5.11 [include any other environment aspects management and monitoring as per the EMSP]

6. SOCIAL & COMMUNITY

[Select aspects relevant to the project]

6.1 Community Development

[Describe current community development programmes, including health campaigns, awareness, community initiatives]

6.2 Stakeholder and Community Engagement

[Indicate number of CLO on site. Describe stakeholder / community engagement activities undertaken this monitoring period, including: date, location, number of attendees, meeting objective / agenda, summary of feedback received inclusive of any emergency response communication]

6.3 Community Grievances

6.3.1 Grievances received this monitoring period

Date received	Topic	Originator (e.g. village X)	Project response	Date closed

6.3.2 Total grievances received

Grievances	Current Monitoring Period	Last Monitoring Period (not Cumulative)	Total Monitoring Period (Cumulative)
Received			
Closed			

Please attached detailed records for the construction period as monitoring progress. This would include copies of a Grievance Register.

Use graphs to represent data eg topic frequency

Identify trends in grievances and mitigations implemented

6.4 Resettlement and Livelihood Restoration activities

[Describe ongoing economic and physical resettlement activities, including: number of persons affected, number of persons already compensated, number of persons

remaining to be compensated and estimated date for compensation, describe any legal claims, describe any resettlement-related grievances (i.e. non-legal), describe any livelihood restoration activities.]

A spreadsheet of all affected properties (land parcels and buildings) should be appended to the report, to show for each property the status of resettlement, including the status of the legal process, if and when the land was acquired / the property was vacated, and the status of payment of compensation and provision of any other entitlements. Note: it is assumed that this will apply for land acquisition for the Line and exclude the land acquisition for the Depot area that was previously completed.

6.5 Archaeological Findings

[Describe archaeological monitoring activities as per the ESMP, and archaeological finds (nature of the find and how the find was managed). Describe management of any intangible cultural heritage (e.g. relocation, compensation, etc).]

6.6 Traffic Management

Summarise the status of key traffic management aspects, including closures that have been implemented during the reporting period (with supporting maps if relevant).

6.7 [include any other social aspects management and monitoring as per the EMSP]

7. CORRECTIVE ACTION PLAN

[insert corrective action plan to address any E&S non-compliances / issues and risks, including: actions, timeframes, responsibilities, commentary on progress to closing the issue, explanation of any overdue actions]

8. ENVIRONMENTAL AND SOCIAL ACTION PLAN

[insert the Environmental and Social Action Plan (ESAP) and provide a progress update, including a commentary on progress to closing the issue and an explanation of any overdue actions]

9. ENVIRONMENTAL AND SOCIAL MANAGEMENT SYSTEM

Include a table of relevant policies and procedures – approval date and last revised date key changes during revision

Execution

THE BORROWER

For and on behalf of

THE REPUBLIC OF SERBIA

Signature:*	
Name:	Siniša Mali
Position:	First Deputy Prime Minister and Minister of Finance

^{*}Signature of the Borrower's signatory

THE STRUCTURING BANK AND MANDATED LEAD ARRANGER

For and on behalf of

DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (INCORPORATED IN THE FEDERAL REPUBLIC OF GERMANY & MEMBERS' LIABILITY IS LIMITED)

By:

Name: David Cham

Position: Assistant Vice President

Structured Trade & Export Finance

Hong Kong

Edward Hui

Managing Director

Structured Trade & Export Finance

THE FACILITY AGENT

For and on behalf of

DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (INCORPORATED IN THE FEDERAL REPUBLIC OF GERMANY & MEMBERS' LIABILITY IS LIMITED)

By:

Name: David Cham

Title: Assistant Vice President

Structured Trade & Export Finance

Hong Kong

Edward Hui

Managing Director

Structured Trade & Export Finance

SINOSURE AGENT

For and on behalf of

DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (INCORPORATED IN THE FEDERAL REPUBLIC OF GERMANY & MEMBERS' LIABILITY IS LIMITED)

By:

Name: David Cham

Position: Assistant Vice President

Structured Trade & Export Finance

Hong Kong

Edward Hui

Managing Director

Structured Trade & Export Finance

THE ORIGINAL LENDER

For and on behalf of

DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (INCORPORATED IN THE FEDERAL REPUBLIC OF GERMANY & MEMBERS' LIABILITY IS LIMITED)

By:

Name: David Cham

Title: Assistant Vice President

Structured Trade & Export Finance

Hong Kong

Edward Hui

Managing Director

Structured Trade & Export Finance

UGOVOR O KREDITNOM ARANŽMANU U IZNOSU DO 178.382.740,33 EUR

od

20. septembra 2024. godine

između

REPUBLIKE SRBIJE KOJU PREDSTAVLJA VLADA REPUBLIKE SRBIJE POSTUPAJUĆI PREKO MINISTARSTVA FINANSIJA

kao Zajmoprimca

aranžiran od strane

DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (OSNOVANE U SAVEZNOJ REPUBLICI NEMAČKOJ SA OGRANIČENOM ODGOVORNOŠĆU AKCIONARA)

kao

Banke za strukturiranje i Ovlašćenog glavnog aranžera

i

Agenta Kreditnog aranžmana

i

Sinosure agenta

Sadržaj

1.	Definicije i tumačenje
2.	Kreditni aranžman
3.	Svrha
4.	Uslovi korišćenja sredstava
5.	Korišćenje sredstava
6.	Otplata
7.	Prevremena otplata i otkazivanje
8.	Kamata
9.	Kamatni periodi
10.	Izmene u obračunu kamate
11.	Naknade
12.	Bruto porez i refundiranje
13.	Povećani troškovi
14.	Druga obeštećenja
15.	Ublažavanje od strane Zajmodavaca
16.	Troškovi i izdaci
17.	Izjave
18.	Obaveze informisanja
19.	Opšte obaveze
20.	Slučaj neispunjenja obaveza
21.	Subrogacija
22.	Promene Zajmodavaca
23.	Promena Zajmoprimca
24.	Uloga agenta kreditnog aranžmana, Ovlašćenog glavnog aranžera i Referentnih banaka
25.	Uloga Sinosure agenta
26.	Poslovanje Finansijskih strana
27.	Preraspodela između Finansijskih strana
28.	Mehanizmi plaćanja
29.	Poravnanje
30.	Obaveštenja
	~~~·~·y*·····

31.	Obračuni i potvrde	
32.	Delimična ništavnost	
33.	Pravni lekovi i odricanja	
34.	Amandmani i odricanja	
35.	Poverljive informacije	
36.	Poverljivost stope finansiranja i kotacije Referentne banke	
37.	Ugovorno priznanje instrumenta interne sanacije	
38.	Primerci	
39.	Merodavno pravo	
40.	Arbitraža	
41.	Nadležnost engleskih sudova	
42.	Odricanje od imuniteta	
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PRILOG 2 Preduslovi za inicijalno korišćenje sredstava		
PRILOG 3 Zahtev za korišćenje sredstava		
PRILOG 4 Obrazac potvrde Dobavljača		
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PRILOG 6 Obrazac ugovora o ustupanju		
PRILOG 7 Plan otplate		
PRILOG 8 Rokovi		
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**OVAJ UGOVOR** je datiran _____20. septembra _____ 2024. godine i sklopljen je između:

- (1) REPUBLIKE SRBIJE, KOJU PREDSTAVLJA VLADA REPUBLIKE SRBIJE POSTUPAJUĆI PREKO MINISTARSTVA FINANSIJA ("Zajmoprimac");
- (2) DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (OSNOVANE U SAVEZNOJ REPUBLICI NEMAČKOJ SA OGRANIČENOM ODGOVORNOŠĆU AKCIONARA) kao banke za strukturiranje i ovlašćenog glavnog aranžera ("Ovlašćeni glavni aranžer");
- (3) **FINANSIJSKIH INSTITUCIJA** navedenih u Prilogu 1 (*Prvobitni zajmodavci*) kao zajmodavaca ("**Prvobitni zajmodavci**");
- (4) DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (OSNOVANE U SAVEZNOJ REPUBLICI NEMAČKOJ SA OGRANIČENOM ODGOVORNOŠĆU AKCIONARA) kao agenta kreditnog aranžmana drugih Finansijskih strana ("Agent kreditnog aranžmana"); i
- (5) DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (OSNOVANE U SAVEZNOJ REPUBLICI NEMAČKOJ SA OGRANIČENOM ODGOVORNOŠĆU AKCIONARA) kao agenta Zajmodavaca za potrebe Sinosure polise ("Sinosure agent").

#### **USAGLAŠENO JE** kao što sledi:

### 1. DEFINICIJE I TUMAČENJE

#### 1.1 Definicije

U ovom Ugovoru:

"Avansno plaćanje" označava "avansno plaćanje" u ukupnom iznosu od 26.757.411,05 evra i 553.525.210,89 dinara koje je plativo prema Komercijalnom ugovoru, što je iznos jednak 15% Cene komercijalnog ugovora.

"Filijala" 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 korupcije iz 2010. godine, Zakon SAD o sprečavanju koruptivne prakse u inostranstvu iz 1977. godine, kao i bilo koji drugi slični zakoni ili propisi u bilo kojoj jurisdikciji koji su vezani za podmićivanje, korupciju ili druge slične radnje.

"Zakoni o sprečavanju pranja novca" označavaju važeće zakone ili propise u bilo kojoj jurisdikciji u kojoj se Zajmoprimac ili Korisnik kredita nalaze ili posluju, a koji se odnose na pranje novca, bilo koji predmet krivičnog dela pranja novca, ili bilo koju obavezu vođenje finansijske evidencije i izveštavanja vezano za to uključujući Uredbu o sprečavanju pranja novca i finansiranju terorizma (poglavlje 615 Zakona Hong Konga).

"Zakon o sprečavanju terorizma" označava Patriotski zakon SAD, Zakon SAD o sprečavanju pranja novca iz 1986. (18 USC sect. 1956), Izvršnu naredbu SAD br. 13224 o finansiranju terorizma: Blokiranje imovine i zabrana transakcija sa licima koja počine, prete da će počiniti teroristički akt ili podržavaju terorizam, objavljen 23. septembra 2001, s izmenama i dopunama unetim Naredbom br. 13268 ili bilo koji

slični propis donet u SAD, bilo kojoj državi članici Evropske unije, Hong Kongu ili od strane Ujedinjenih nacija.

- "**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 ustupioca i primaoca u formi i sadržini koji su zadovoljavajući za Agenta kreditnog aranžmana.
- "Ovlašćenje" označava ovlašćenje, saglasnost, dozvolu, odobrenje, rešenje, licencu, izuzeće, podnesak, overu javnog beležnika ili registraciju.
- "Ovlašćeni potpisnik" označava ministra finansija Republike Srbije ili drugo lice koje je propisno ovlastio Zajmoprimac.
- "Period raspoloživosti" označava period od i uključujući Datum stupanja na snagu do i uključujući datum koji pada šezdeset (60) meseci nakon toga.
- "Raspoloživa angažovana sredstva" označavaju Angažovana sredstva Zajmodavca umanjena za:
- (a) iznos njegovog učešća u svim neotplaćenim Zajmovima; i
- (b) u vezi sa bilo kojim predloženim Korišćenjem sredstava, iznos njegovog učešća u svim Zajmovima koji treba da budu odobreni na ili pre predloženog Datuma korišćenja.
- (c) iznos svih otplata primljenih do sad.
- "Raspoloživa sredstva kreditnog aranžmana" označavaju ukupan trenutni iznos Raspoloživih angažovanih sredstava svakog Zajmodavca.
- "Primena instrumenta interne sanacije" označava sprovođenje ovlašćenja za Otpis i Konverziju.

### "Propisi o instrumentu interne sanacije" označavaju:

- (a) kada je reč o državama članicama Evropskog ekonomskog prostora (EEA) koje su sprovele ili koje u bilo kom trenutku sprovode član 55 Direktive EU o uspostavljanju okvira za oporavak i sanaciju kreditnih institucija i investicionih društava (BRRD), konkretan zakon ili uredbu o sprovođenju kako je opisano u propisu Rasporedu EU zakonodavstva o instrumentu interne sanacije; i
- (b) u odnosu na državu koja nije zemlja članica EEA ili (u meri u kojoj Ujedinjeno Kraljevstvo nije zemlja članica EEA) Ujedinjenom Kraljevstvu, svaki povremeni srodan zakon ili propis koji zahteva ugovorno priznavanje bilo kog ovlašćenja za Otpis i Konverziju koje je sadržano u tom zakonu ili propisu.
- "Naknada za odstupanje od ugovorenih rokova" označava iznos (ako postoji) za koji:
- (a) kamata, isključujući marginu, koju je Zajmodavac trebao da dobije za period od datuma prijema svih ili bilo kog dela Zajma ili Neplaćenog iznosa do poslednjeg dana tekućeg Kamatnog perioda koji se odnosi na Zajam ili Neplaćeni iznos, da je glavnica ili neplaćeni iznos plaćen poslednjeg dana tog Kamatnog perioda;

#### premašuje:

(b) iznos koji bi Zajmoprimac mogao da dobije deponovanjem iznosa koji je jednak iznosu glavnici ili Neplaćenom iznosu kod vodeće banke za period koji počinje na Radni dan nakon prijema ili povraćaja i završava se na poslednji dan tekućeg Kamatnog perioda.

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

#### "Korisnik kredita" označava:

- (a) Grad Beograd Sekretarijat za javni prevoz; i
- (b) JKP Beogradski metro i voz, kompaniju koja je osnovana i posluje u skladu sa propisima Republike Srbije sa registrovanim sedištem na adresi Vojvode Stepe 318, 11000 Beograd, Republika Srbija.

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

"Komercijalni ugovor" označava ugovor od 22. septembra 2023. godine zaključenog između: (a) Korisnika kredita, (b) Finansijera komercijalnog ugovora i (3) Dobavljača u vezi sa Projektom, na način kako je povremeno izmenjen, noviran, dopunjen, proširen, zamenjen ili preinačen.

"**Finansijer komercijalnog ugovora**" označava Republiku Srbiju, koju predstavlja Ministarstvo građevinarstva, saobraćaja i infrastrukture.

"Cena komercijalnog ugovora" označava iznos koji Finansijer komercijalnog ugovora plaća Dobavljaču prema Komercijalnom ugovoru

#### "Angažovana sredstva" označavaju:

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

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

"Poverljive informacije" označavaju sve informacije u vezi sa Zajmoprimcem, Finansijskim dokumentima, Sinosure polisom ili Kreditnim aranžmanom kojih Finansijske strane postanu svesne u tom svojstvu ili zbog potrebe da postanu Finansijska strana ili informacije koje Finansijske strane prime u vezi sa ili zbog potrebe da postanu Finansijske strane prema Finansijskim dokumentima, Sinosure polisi ili Kreditnog aranžmana bilo od:

- (a) Zajmodavca ili njegovih savetnika; ili
- (b) druge Finansijske strane, ukoliko je informacije ta Finansijska strana 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 koje:
  - (A) su ili postaju javne informacije izuzev kada to predstavlja direktnu ili indirektnu posledicu kršenja Klauzule 35 (*Poverljive informacije*) te Finansijske strane; ili
  - (B) informacije koje Zajmoprimac i vladine agencije ili bilo koji od njegovih savetnika identifikuju u pisanom obliku kao nepoverljive; ili
  - (C) su bile poznate toj Finansijskoj strani pre datuma objavljivanja informacije u skladu sa gorenavedenim stavovima (a) ili (b) ili koje je na zakonit način Finansijska strana pribavila nakon tog datuma, iz izvora koji je, koliko je toj Finansijskoj strani poznato, nepovezan sa Zajmoprimcem i koje u svakom slučaju, koliko je Finansijskoj strani poznato, nisu dobijene kršenjem obaveze poverljivosti i inače ne podležu toj obavezi; i
- (ii) bilo koju Stopu finansiranja ili Kotaciju Referentne banke.

"**Ugovor o poverljivosti**" označava obavezu poverljivosti suštinski u preporučenoj formi od strane LMA za sekundarne trgovačke zajmove ili u bilo kojoj drugoj formi dogovorenoj između Zajmoprimca i Agenta kreditnog aranžmana.

"Plan upravljanja životnom i društvenom sredinom u fazi izgradnje" označava Plan upravljanja životnom sredinom i socijalnim pitanjima tokom izgradnje Linije 1 (Faza 1) Projekta beogradskog metroa.

"Dobavljač" označava Power Construction Corporation of China, Limited, kompaniju koja je osnovana i postoji u skladu sa zakonima Narodne Republike Kine sa registrovanom kancelarijom na adresi br. 22, Chegongzhuang West Road, Haidian District, Bejing, 100048, China i deluje preko svoje podružnice Power Construction Corporation of China Limited Ogranak Beograd sa adresom u ulici Omladinskih brigada 88B, sprat 1, zgrada br. 1500 Tulip, Airport City Business Park, Beograd - Novi Beograd, 11070 Novi Beograd, Srbija.

"Račun Dobavljača" označava bankovni račun denominovan u evrima na ime Dobavljača koji će biti otvoren kod Deutsche Bank (China) Co., Ltd., filijala Peking koji odredi Dobavljač i na koji pristanu Zajmodavci ili neki drugi bankovni račun na koji Zajmodavci povremeno pristanu, u svakom slučaju da primi isplatu Cene komercijalnog ugovora koja se plaća Dobavljaču.

"**Potvrda Dobavljača**" označava potvrdu Dobavljača prema sadržini i u formi navedenim u Prilogu 4 (*Obrazac potvrde Dobavljača*).

"Korektivni akcioni plan" označava plan koji priprema Zajmoprimac u konsultacijama sa i uzimanjem u obzir komentare Finansijera glavne linije i Konsultantom za životnu i društvenu sredinu, (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 koji navodi vremenski ograničene aktivnosti, ciljeve i kriterijume

procenjivanja uspeha ili zadatke koje je potrebno postići u cilju rešavanja konkretnih stvari.

"Neispunjenje obaveza" označava Slučaj neispunjenja obaveza ili bilo koji događaj ili okolnost navedenu u Klauzuli 20 (*Slučaj neispunjenja obaveza*) koji (istekom grejs perioda, dostavljanjem obaveštenja, donošenjem bilo koje odluke prema Finansijskim dokumentima ili drugom kombinacijom navedenog) predstavlja Slučaj neispunjenja obaveza.

"Spor" ima značenje dato tom terminu u Klauzuli 40.1 (*Arbitraža*).

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

- (a) materijalni poremećaj onih sistema plaćanja ili komunikacija ili onih finansijskih tržišta čije funkcionisanje je, u svakom slučaju, neophodno za potrebe plaćanja povezanih sa Kreditnim aranžmanom (ili na drugi način kako bi se izvršile transakcije predviđene Finansijskim dokumentima) čiji poremećaj nisu uzrokovale Strane i koji je van njihove kontrole; ili
- (b) nastupanje bilo kog drugog događaja koji rezultira poremećajem (tehničke ili sistemske prirode) rada trezora ili platnih operacija Strane koja to sprečava ili bilo koje Strane:
  - (i) da izvrši svoje obaveze plaćanja koje proističu iz Finansijskih dokumenata, ili
  - (ii) da komunicira sa drugim Stranama u skladu sa odredbama Finansijskih dokumenata,

i koji (u oba slučaja) nije uzrokovla Strana čije su operacije poremećene i van je njene kontrole.

"**Zemlja članica EEA**" označava sve države članice Evropske unije, Island, Linhenštajn i Norvešku.

"Datum stupanja na snagu" ima značenje koje je ovom terminu pripisano u Klauzuli 2.4 (Datum stupanja na snagu).

"**EGIS**" označava EGIS SA, francusko akcionarsko društvo sa registrovanim sedištem na adresi: 15, avenue du Centre 78286, Guyancourt Cedex, Francuska.

"Podoban iznos" označava do osamdeset pet procenata (85%) vrednosti konkretnih komponenti opreme, usluga i radova koje se plaćaju u evrima, isporučenih ili koje treba da budu isporučene od strane Dobavljača u skladu sa Komercijalnim ugovorom u maksimalnom iznosu od 178.382.740,33 evra (isključujući porez na dodatu vrednost), koji je podoban za finansiranje u skladu sa ovim Ugovorom, uz pristanak Sinosure, pri čemu se podrazumeva da konkretna oprema, usluge i radovi koji su poreklom iz Kine (kinesko poreklo onako kako je definisano u Sinosure polisi) neće biti manji od procenta Cene komercijalnog ugovora kako je navedeno u Sinosure polisi kao minimalan zahtev za sadržaj kineskog porekla.

"**Podobna roba i usluge**" označava robu i usluge koje je isporučio Dobavljač u skladu sa Komercijalnim ugovorom koje su podobne za plaćanje u skladu sa Sinosure polisom.

"Podobna institucija" označava svakog Zajmodavca ili drugu banku, finansijsku instituciju, trust, fond ili drugi entitet koji odabere Zajmoprimac.

"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 odvodima 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.

"Aktivnosti vezane za životnu i društvenu sredinu" označavaju radnje navedene u:

- (a) planovima upravljanja životnom sredinom i socijalnim pitanjima;
- (b) svim izveštajima o samo-praćenju u oblasti životne i društvene sredine;
- (c) svim Akcionim planovima za životnu sredinu i socijalna pitanja (ESAP); i
- (d) svim Korektivnim akcionim planovima.

"Akcioni plan za životnu i društvenu sredinu (ESAP)" označava plan ekoloških i društvenih mera za ublažavanje i poboljšanje u kojima se ističu nedostaci i utvrđuju radnje koje Zajmoprimac treba da preduzme, nakon dogovora sa Konsultantom za životnu i društvenu sredinu, Finansijerima glavne linije kako bi se obezbedilo da ovaj plan i Linija 1 (Faza 1) projekta Beogradskog metroa budu u skladu sa Ekološkim i društvenim zahtevima.

"Konsultant za životnu i društvenu sredinu" označava Ramboll UK Limited ili drugog nezavisnog eksperta u oblasti životne i/ili društvene sredine koga postavljaju Finansijeri glavne linije i koji pruža savete i dostavlja izveštaje vezane za Ekološkim i društvenim zahtevima.

"Izveštaj o ekološkoj i društvenoj proceni (ESDD)" označava izveštaj koji priprema Konsultant za životnu i društvenu sredinu u formi i prema sadržini koji zadovoljavaju Finansijere glavne linije.

"Procena uticaja na životnu i društvenu sredinu" ili "ESIA" označava dokumenta koja priprema kompanija EGIS u ime Zajmoprimca u skladu sa Ekološkim i društvenim zahtevima, uz povremeno mogućim izmenama i dopunama od strane Zajmoprimca u formi i prema sadržini koji su zadovoljavajuće za sve Zajmodavce, u skladu sa Klauzulom 4.1 (*Inicijalni preduslovi*).

"Istraga u oblasti životne i društvene sredine" označava svaku istragu od strane države, vlade ili drugih organa javne uprave koja proizlazi ili je u vezi sa Linijom 1 (Faza 1) Projekta beogradskog metroa ili imovinom, poslovanjem i radom Korisnika kredita u vezi sa Linijom 1 (Faza 1) Projekta beogradskog metroa u skladu sa Zakonima o životnoj i društvenoj sredini.

"Zakoni o životnoj i društvenoj sredini" označavaju sve zakone ili propise i svako njihovo sudsko ili administrativno tumačenje (uključujući, bez ograničenja, bilo koji sudski ili administrativni nalog, dekret o saglasnosti ili presudu) koji se primenjuju na Zajmoprimca, Dobavljača u pogledu Linije 1 (Faza 1) Projekta beogradskog metroa ili na Liniju 1 (Faza 1) Projekta beogradskog metroa u pogledu:

- (a) zagađenja, otpada ili zaštite Životne sredine i upravljanja prirodnim resursima;
- (b) zdravlja ljudi, životinja ili biljaka (uključujući važeće zakone ili propise koji se odnose na zdravlje ljudi i bezbednost);
- (c) Zagađenje životne sredine;
- (d) arhitektonskog i kulturnog nasleđa;
- (e) generisanja, proizvodnje, prerade, sortiranja, upotrebe, tretmana, skladištenja, odlaganja, distribucije, deponovanja, ispuštanja, oslobađanja, uklanjanja, prosipanja, emisije, transporta, rukovanja ili prisustva bilo kog Zagađenja životne sredine, samog ili u kombinaciji nekim drugim; i/ili (c)
- (f) uslova na radnom mestu, rada, socijalne zaštite, ljudskih prava, regulisanja industrijskih odnosa (između države, poslodavaca i zaposlenih), zaštite zdravlja i bezbednosti na radu, kao i javnog zdravlja i bezbednosti, regulisanja učešća javnosti, zaštite i regulisanja vlasničkih prava nad zemljom (formalnog i tradicionalnog), nepokretnih dobara i prava intelektualne i kulturne svojine, zaštite i osnaživanja autohtonih naroda ili etničkih grupa, zaštite, restauracije i promocije kulturnog nasleđa i svih drugih važećih zakona koji obezbeđuju zaštitu zaposlenih i građana.

"Planovi upravljanja životnom i društvenom sredinom" označavaju zajedno Plan upravljanja životnom i društvenom sredinom u fazi izgradnje i Plan upravljanja životnom i društvenom sredinom tokom Operativne faze a termin "Plan upravljanja životnom i društvenom sredinom" znači bilo koji od njih.

"Izveštaj o praćenju životne i društvene sredine" označava periodični revizorski izveštaj koji priprema Konsultant za životnu i društvenu sredinu, u formi i prema sadržini koji su zadovoljavajući za Finansijere glavne linije o usklađenosti izgradnje Linije 1 (Faza 1) Projekta beogradskog metroa sa Ekološkim i društvenim zahtevima, koji se dostavlja onoliko često koliko se Većinski zajmodavci dogovore sa Konsultantom za životnu i društvenu sredinu.

"Obaveze u oblasti životne i društvene sredine" označavaju obaveze bilo kog lica (uključujući i Zajmoprimca i Korisnike kredita) da:

- (a) poštuje sve važeće Zakone o životnoj i društvenoj sredini;
- (b) se uskladi sa Standardima životne i društvene sredine i Ekvatorskim principima;
- (c) preduzme sve Aktivnosti zaštite životne i društvene sredine;
- (d) ispuni zahteve iz Planova upravljanja životnom i društvenom sredinom; ili
- (e) ispuni sve zahteve iz svih Korektivnih akcionih planova;

u svim slučajevima vezanih za Liniju 1 (Faza 1) Projekta beogradskog metroa.

"Kršenje obaveza u oblasti životne i društvene sredine" označava kršenje bilo koje obaveze u oblasti životne i društvene sredine (uključujući od strane Zajmoprimca i/ili Korisnika kredita) osim onih kršenja o kojima je Agent kreditnog aranžmana obavešten i koja su rezultirala korektivnim merama, svakim Korektivnim akcionim planom ili drugim korektivnim radnjama koje su dogovorene sa Agentom kreditnog aranžmana;

"Izveštaj o samo-praćenju u oblasti životne i društvene sredine" označava izveštaje koji se traže u skladu sa stavom 19.3 (f) Klauzule 19.3 (*Usklađenost sa Akcionim planom za životnu sredinu*) suštinski u formi datoj u Prilogu 9 (Obrazac izveštaja o samo-praćenju u oblasti životne i društvene sredine).

#### "Okidači u oblasti životne i društvene sredine" označavaju:

- (a) Incidente u oblasti životne i društvene sredine; i/ili
- (b) Kršenje obaveza u oblasti životne i društvene sredine.

"Dozvole u oblasti životne i društvene sredine" označavaju sve dozvole i druga Ovlašćenja i podnošenja svakog obaveštenja, izveštaja ili procene koji se traže u skladu sa bilo kojim Zakonom u oblasti životne i društvene sredine za potrebe poslovanja Zajmoprimca koje se obavlja na imovini ili sa imovine koju Zajmoprimac poseduje ili koristi.

"Ekološki i društveni zahtevi" označavaju sve zahteve, uslove, standarde, zaštitu, obaveze ili sprovođenje koji su obavezni u skladu sa:

- (a) svakim Zakonom o životnoj i društvenoj sredini;
- (b) Standardima u oblasti životne i društvene sredine;
- (c) Akcionim planom za životnu i društvenu sredinu (ESAP);
- (d) Planom upravljanja životnom i društvenom sredinom; i
- (e) svakim Korektivnim akcionim planom.

"Standardi u oblasti životne i društvene sredine" podrazumevaju Ekvatorske principe, IFC Standarde učinka za ekološku i društvenu održivost, Opšte smernice za životnu sredinu, zdravlje i bezbednost (EHS) Grupe Svetske banke, sektorske EHS Smernice i Direktive EU primenjive na izgradnju Linije 1 (Faza 1) Projekta beogradskog metroa.

"Zagađenje životne sredine" označava sve zagađivače (uključujući vibraciju, buku, električnu energiju, toplotu ili drugu radijaciju) ili supstance (uključujući hemijske, biološke, industrijske, radioaktivne, opasne, toksične ili štetne supstance, vodu ili talog, bilo u čvrstom ili tečnom stanju, gas ili isparenja), kao i sve genetski modifikovane organizme koji mogu naneti štetu Životnoj sredini ili zdravlju i blagostanju ljudi.

"Tužbe za životnu ili društvenu sredinu" označavaju zahteve, parnice, arbitražne postupke, upravne postupke, zvanično obaveštenje ili istragu svakog lica u vezi sa: (a) svim primenjivim Ekološkim i društvenim zahtevima; ili (b) svim Ovlašćenjima koja se odnose na primenjive Ekološke i društvene zahteve.

"Ekološki ili društveni incident" biće definisani od slučaja do slučaja u zavisnosti od prirode Linije 1 (Faza 1) Projekta beogradskog metroa, a obuhvatiće:

- (a) ispuštanje bilo koje opasne supstance na ili sa bilo koje imovine Zajmoprimca;
- (b) svaki neočekivani incident, nezgodu ili okolnost u vezi sa Linijom 1 (Faza 1) Projekta beogradskog metroa koji je doveo ili će verovatno dovesti do značajne, teške ili nepovratne štete ili uticaja na životnu sredinu, ili štete, uticaja ili negativnog efekta po živote, egzistenciju, životni standard, zdravlje, bezbednost, sigurnost ili imovinu bilo kog lica; ili
- (c) incident ili nezgodu vezanu za Zajmoprimca ili Liniju 1 (Faza 1) Projekta beogradskog metroa koji je imao sledeći direktan ili indirektan uticaj na bilo koju od navedenih kategorija:
  - (i) zdravlje: smrt, teški invaliditet ili ozbiljno narušavanje zdravlja;
  - (ii) društvo: uništavanje lokacije ili objekta od kulturnog ili verskog značaja, trajna, ozbiljna šteta ili uništenje imovine ili infrastrukture zajednice, ili bilo koja značajna i trajna pritužba zajednice ili radnika, protest, akcija ili osporavanje Linije 1 (Faza 1) Projekta beogradskog metroa; ili
  - (iii) materijalna šteta po Životnu sredinu (uključujući ispuštanje bilo kog Zagađenja životne sredine).
- "Ekvatorski principi" označavaju principe pod nazivom "Ekvatorski principi– merilo finansijske industrije za određivanje, procenu i upravljanje ekološkim i društvenim rizikom u projektima", objavljene u julu 2020. godine; dostupni su na dan ovog Ugovora na adresi: <a href="https://equator-principles.com/wp-content/uploads/2020/01/The-Equator-Principles-July-2020.pdf">https://equator-principles.com/wp-content/uploads/2020/01/The-Equator-Principles-July-2020.pdf</a>.
- "EIA Odobrenje" označava saglasnost na studiju uticaja na životnu sredinu u skladu sa Zakonom o proceni uticaja na životnu sredinu, Službeni glasnik Republike Srbije, br. 135/2004 i 36/2009).
- "Raspored zakonodavstva EU o instrumentu interne sanacije" označava dokument koji je opisan kao takav i povremeno objavljen od strane Udruženje tržišta kredita (ili bilo kojeg njegovog pravnog sledbenika).
- "EURIBOR" označava u vezi sa Kreditom ili Neisplaćenim iznosom:
- (a) važeći Prikaz kamatne stope za Utvrđeno vreme za evro i za vremenski period po dužini jednak:
  - (i) periodu od šest (6) meseci, u slučaju Kamatnog perioda koji traje kraće od šest (6) meseci; i
  - (ii) tom Kamatnom periodu, u drugim slučajevima;
- (b) kako je drugačije utvrđeno u skladu sa Klauzulom 10.1 (*Nedostupnost prikaza kamatne stope*),
- i, ako u bilo kom od ova dva slučaja ta stopa bude manja od nule, smatraće se da je EURIBOR nula.
- "Slučaj neispunjenja obaveza" označava događaje ili okolnosti definisane kao takve u Klauzuli 20 (*Slučaj neispunjenja obaveza*).

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

"Kreditni aranžman" označava kreditni aranžman obezbeđen u skladu sa ovim Ugovorom, kako je opisan u Klauzuli 2.1 (Kreditni aranžman).

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

#### "FATCA" označava:

- (a) odeljke 1471 do 1474 Zakona ili bilo kog povezanog propisa;
- (b) svaki ugovor, zakon ili propis bilo koje druge jurisdikcije ili u vezi sa međudržavnim sporazumom između SAD i bilo koje druge jurisdikcije, koji (u svakom slučaju) omogućava sprovođenje bilo kog zakona ili propisa navedenog u stavu (a) ove tačke; ili
- (c) bilo koji sporazum na osnovu sprovođenju bilo kog ugovora, zakona ili propisa iz prethodnog stava (a) ili (b) sa Službom za unutrašnje prihode SAD, Vladom SAD 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 određena druga plaćanja iz izvora unutar SAD), 1. juli 2014. godine; ili
- (b) u odnosu na "plaćanja za prefakturisanje" opisana u odeljku 1471(d)(7) Zakona 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 Finansijskim dokumentom koji zahteva FATCA.

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

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

#### "FATCA plaćanje" označava:

(a) povećanje plaćanja koje je Zajmoprimac izvršio Finansijskoj strani u skladu sa Klauzulom 12.7 (*FATCA odbitak i bruto porez Zajmoprimca*) ili stavom (b) Klauzule 12.8 (*FATCA odbitak Finansijske strane*); ili

- (b) plaćanje u skladu sa stavom (d) Klauzule 12.8 (FATCA odbitak Finansijske strane).
- "Pismo o naknadama" označava svako pismo ili pisma datirana na datum ovog Ugovora ili približa datum između Ovlašćenog glavnog aranžera i Zajmoprimca (ili Agenta kreditnog aranžmana i Zajmoprimca) kojima se utvrđuju sve naknade iz Klauzule 11 (*Naknade*).
- "Krajnji datum dospeća" označava datum koji dospeva sto pedeset šest (156) meseci nakon Stupanja na snagu.
- "Finansijska dokumenta" označavaju ovaj Ugovor, Pismo o naknadama, sve Zahteve za korišćenje sredstava i sva druga dokumenta koja Agent kreditnog aranžmana i Zajmoprimac tako odrede.
- "Finansijska strana" označava Agenta kreditnog aranžmana, Ovlašćenog glavnog aranžera ili Zajmodavca.
- "**Finansijska godina**" označava fiskalnu godinu Zajmoprimca koja počinje 1. januara i završava se 31. decembra.
- "Prvi datum otplate" označava datum koji dospeva šezdeset šest (66) meseci nakon Stupanja na snagu.
- "Strana valuta" označava bilo koju valutu osim zakonite valute Srbije.
- "Stopa finansiranja" označava bilo koju pojedinačnu stopu o kojoj Zajmodavac obavesti Agenta kreditnog aranžmana u skladu sa stavom 10.4(a)(ii) Klauzule 10.4 (*Troškovi finansiranja*).
- "Holding kompanija" označava, u odnosu na kompaniju, bilo koju drugu kompaniju u odnosu na koju je Podružnica.
- "Hong Kong" označava Specijalni administrativni region Hong Kong.
- "IBRD" označava Međunarodnu banku za obnovu i razvoj.
- "IFC Standardi učinka za ekološku i društvenu održivost" označavaju Standarde učinka za ekološku i društvenu održivost Grupe Svetske banke koji su stupili na snagu 1. januara 2012. godine, s povremenim izmenama i dopunama.
- "IFRS" označava međunarodne računovodstvene standarde u skladu sa IAS regulativom 1606/2002 u meri u kojoj su primenjivi na relevantne finansijske izveštaje.
- "MMF" označava Međunarodni monetarni fond.
- "Izuzeta imovina" ima značenje dato tom terminu u klauzuli 17.20 (Bez imuniteta).
- "Datum plaćanje kamate" ima značenje dato u Klauzuli 8.2 (Plaćanje kamate).
- "Kamatni period" označava, u smislu Kredita, svaki period utvrđen u skladu sa Klauzulom 9 (*Kamatni period*) i, u smislu Neplaćenog iznosa, svaki period utvrđen u skladu sa Klauzulom 8.3 (Zatezna kamata).

- "Interpolirana kotirana stopa" označava, u odnosu na svaki Kredit, stopu (zaokruženu na isti broj decimalnih mesta kao i dve relevantne Kotirane stope) koja je rezultat linearne interpolacije između:
- (a) primenjive Kotirane stope za najduži period (za koji je Kotirana stopa raspoloživa) koji je kraći od Kamatnog perioda Kredita; i
- (b) primenjive Kotirane stope za najkraći period (za koji je Kotirana stopa raspoloživa) koji je duži od Kamatnog perioda Kredita,

obe u Utvrđenom vremenu za evre.

#### "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 22 (*Promene Zajmodavaca*),

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

"Linija 1 (Faza 1) Projekta beogradskog metroa" označava izgradnju i puštanje u rad metro linije od stanice Železnik do stanice Karaburma (ukupno 15 stanica) i pripadajućeg depoa na Makišu.

"LMA" označava Udruženje tržišta kredita.

"Kredit" znači kredit koji je dat ili koji će biti dat u okviru Kreditnog aranžmana ili iznos glavnice koji je neotplaćen u datom trenutku za taj kredit.

"Krajnji rok" znači datum 31. decembar 2024. godine.

"Finansijeri glavne linije" označavaju, po potrebi, agenta/agente, zajmodavca/zajmodavce i/ili većinskog zajmodavca/zajmodavce (u zavisnosti od slučaja) i izvozne kreditne agencije uključene u finansiranje Linije 1 (Faza 1) Projekta beogradskog metroa, ne uključujući depo.

"**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, premašuju  $66^2/_3$ % Ukupnih angažovanih sredstava pre smanjenja).

"Marža" označava 1,65 procenata na godišnjem nivou.

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

- (a) ekonomsko stanje Zajmoprimca ili Korisnika kredita;
- (b) sposobnost Zajmoprimca da ispuni svoje obaveze u skladu sa Finansijskim dokumentima;

- validnost ili izvršivost bilo kog Finansijskog dokumenta ili prava i pravnih sredstava bilo koje Finansijske strane u skladu sa bilo kojim Finansijskog dokumenta;
- (d) sposobnost bilo koje strane Komercijalnog ugovora da ispuni svoje obaveze prema Komercijalnom ugovoru;
- (e) validnost ili izvršivost Komercijalnog ugovora ili prava i pravnih sredstava Dobavljača prema Komercijalnom ugovoru;
- (f) međunarodno ili bilo koje relevantno domaće tržište kredita ili kapitala (uključujući dostupnost i troškove finansiranja na međunarodnom međubankarskom tržištu) koje utiče ili bi moglo uticati na uspešnu implementaciju i realizaciju Kreditnog aranžmana; ili
- (g) političko, finansijsko ili ekonomsko okruženje u Srbiji, uključujući promene koje su direktan ili indirektan rezultat trajanja ili izbijanja rata ili drugih oružanih sukoba, vanrednog stanja, građanskih nemira, poremećaja ili drugih sličnih događaja koji se u svakom slučaju može dogoditi u Srbiji ili bilo kojoj drugoj državi ili zemlji.

"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;
- 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 u kalendarskom mesecu, 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 22 (Promene Zajmodavaca).

"Operativna faza" označava operativnu fazu Linije 1 (Faza 1) Projekta beogradskog metroa koja počinje od datuma izdavanja potvrde o okončanju ili relevantnog dokumenta u vezi sa Linijom 1 (Faza 1) Projekta beogradskog metroa tako da Linija 1 (Faza 1) Projekta beogradskog metroa bude završena i spreman za rad.

"Plan upravljanja životnom i društvenom sredinom tokom Operativne faze" označava Plan upravljanja životnom i društvenom sredinom tokom Operativne faze Linije 1 (Faza 1) Projekta beogradskog metroa koji priprema Konsultant za životnu i društvenu sredinu.

- "**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.
- "Potvrda o plaćanju" ima značenje dato u Komercijalnom ugovoru.
- "NRK" označava Narodnu Republiku Kinu (isključujući, za potrebe ovog Ugovora, Hong Kong, Posebnu administrativnu regiju Makao i Tajvan).
- "**Projekat**" označava obezbeđivanje građevinskih radova za potrebe Faze 1 Projekta izgradnje beogradskog metroa Depoa metroa na Makiškom polju koje realizuje Dobavljač u skladu sa Komercijalnim ugovorom.
- "Javna imovina" označava ceo ili bilo koji deo sadašnjeg ili budućeg poduhvata, imovine, prihoda i međunarodnih monetarnih rezervi (uključujući zlato, specijalna prava vučenja i stranu valutu) koje drži Zajmoprimac ili njegove agencije, uključujući NBS i njene naslednike.
- "Dan kotacije" označava, u smislu bilo kog perioda za koji se utvrđuje kamatna stopa, drugi TARGET dan pre prvog dana tog perioda.
- "Kotacija Referentne banke" označava svaku kotaciju koju je Agentu kreditnog aranžmana dostavila Referentna banka.
- "Referentna bankarska stopa" označava aritmetičku sredinu stopa (zaokruženih na četiri decimale) koje su Referentne banke dostavile Agentu kreditnog aranžmana na njegov zahtev:
- (a) (osim tamo gde se primenjuje stav (b) u daljem tekstu) kao stopu po kojoj relevantna Referentna banka smatra da jedna prvoklasna banka daje ponudu drugoj prvoklasnoj banci za međubankarske oročene depozite u evrima u Državama učesnicama tokom relevantnog perioda; ili
- (b) ako je drugačija, kao stopu (ako postoji i koja se primenjuje na relevantnu Referentnu banku i relevantan period) koja se od učesnika u Kotaciji stope traži da dostave relevantnom administratoru.
- "Referentne banke" označavaju glavne kancelarije Zajmodavaca u Londonu ili druge takve subjekte koje kao takve može imenovati Agent kreditnog aranžmana u konsultacijama sa Zajmoprimcem.
- "Relevantno međubankarsko tržište" označava evropsko međubankarsko tržište.
- "Relevantna prateća dokumenta" označavaju, u smislu Potvrde Dobavljača:
- (a) fakture za Podobnu robu i usluge za koju je dostavljen relevantan Zahtev za korišćenje sredstava u skladu sa Komercijalnim ugovorom;
- (b) Potvrdu plaćanja koja se odnosi na iznose koji se traže u skladu sa relevantnim Zahtevom za korišćenje sredstava; i
- (c) ukoliko se traži, uvozne carinske deklaracije za Podobnu robu i usluge (kao dokaz prispeća Podobne robe i usluga u Srbiju.

#### "Datum otplate" označava:

- (a) Prvi datum otplate;
- (b) svaki datum koji pada u intervalu od šest (6) meseci nakon Prvog datuma otplate ne uključujući Krajnji datum dospeća; i
- (c) Krajnji datum dospeća.

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

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

"Regulatorno telo" označava svako telo koje ima ovlašćenje da vrši bilo koju vrstu Otpisa i Konverzije.

"**Teritorija pod sankcijama**" označava državu, region ili teritoriju koja je predmet državnih, regionalnih ili teritorijalnih sankcija, radi izbegavanja svake sumnje, uključujući, ali ne ograničavajući se na regione Zaporožja i Hersona.

"Sankcije" označavaju zakone, propise, trgovinski embargo ili druge restriktivne mere o ekonomskim ili finansijskim sankcijama koje se povremeno donose, upravljaju, sprovode i/ili realizuju od strane (i uključujući preko bilo kog nadležnog Organa za sankcije):

- (a) Ujedinjenih nacija;
- (b) Evropske unije;
- (c) vlade Sjedinjenih Američkih Država;
- (d) vlade Ujedinjenog Kraljevstva;
- (e) vlade Hong Konga; i
- (f) vlade NRK.

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

- (a) OFAC;
- (b) Ministarstvo spoljnih poslova ili Ministarstvo trgovine Sjedinjenih Američkih Država;
- (c) Trezor Ujedinjenog kraljevstva;
- (d) Savet bezbednosti Ujedinjenih nacija; i
- (e) Savet Evropske unije.

"Lista sankcija" označava bilo koju od lista određenih sankcionih ciljeva koje povremeno održava Organ za sankcije, uključujući (ali ne ograničavajući se) na datum ovog Ugovora:

- (a) u slučaju OFAC:
  - (i) Lista posebno određenih državljana ili blokiranih lica; i
  - (ii) Konsolidovana lista sankcija; i
- (b) u slučaju Ministarstva spoljnih poslova ili Ministarstva trgovine Sjedinjenih Američkih Država:
  - (i) Lista odbijenih lica;
  - (ii) Lista zakonom zabranjenih strana;
  - (iii) Lista entiteta; i
  - (iv) Lista isključenih terorista;
- (c) u slučaju Trezora Ujedinjenog Kraljevstva:
  - (i) Konsolidovana lista ciljeva finansijskih sankcija; i
  - (ii) Lista lica na koja se primenjuju restriktivne mere usled delovanja Rusije na destabilizaciju situacije u Ukrajini;
- (d) u slučaju Evropske unije, Konsolidovana lista lica, grupa i entiteta na koje se primenjuju finansijske sankcije EU; i
- (e) bilo koja druga lista sankcija koju povremeno vodi Organ za sankcije.

#### "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 jednog ili više lica navedenih na Listi sankcija u smislu značenja i obima relevantnih Sankcija;
- (b) koje se nalazi ili je rezident ili je osnovan ili posluje u skladu sa zakonima Teritorije pod sankcijama; ili
- (c) koje inače jeste ili će postati po isteku bilo kog vremenskog perioda podložno Sankcijama.

"Slučaj pokretanja sankcija" znači u odnosu na Zajmodavca, da postaje suprotnosti sa bilo kojim Sankcijama za tog Zajmodavca ("Zajmodavac ugrožen sankcijama") da izvrši bilo koju od svojih obaveza kako je predviđeno ovim Ugovorom ili da finansira ili zadrži svoje učešće u bilo kom Kreditu.

"Kotirana stopa" označava evro međubankarsku stopu kojom upravlja Evropski institut za tržišta 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 (ili bilo kojoj zameni za stranicu Thomson Reuters koja prikazuje tu stopu) ili na odgovarajućoj strani takvih drugog informativnog servisa koji povremeno objavljuju tu stopu umesto Thomson Reuters. Ukoliko ta stranica ili servis prestane da postoji, Agent kreditnog aranžmana može navesti neku drugu stranicu ili servis koji prikazuje relevantnu stopu nakon konsultacije sa Zajmoprimcem.

"Srbija" označava Republiku Srbiju.

- "Obezbeđenje" označava hipoteku, teret, zalogu, plenidbu ili drugu vrstu obezbeđenja kojim se obezbeđuju obaveze lica ili drugi ugovori ili aranžmani koji imaju sličan efekat.
- "Dopunsko pismo" označava dopunsko pismo datirano na datum ili približno datumu ovog Ugovora i od strane Zajmoprimca i Agenta kreditnog aranžmana.
- "Sinosure" označava Kinesku korporaciju za izvoz i kreditno osiguranje (China Export & Credit Insurance Corporation), koja je osnovana i posluje u skladu sa zakonima NRK.
- "Sinosure polisa" označava polisu osiguranja izvoznih kredita koju je izdalo Sinosure za i u korist Sinosure agenta (delujući za račun Zajmodavaca) koja pokriva političke i komercijalne rizike u vezi sa otplatom glavnice i otplatom dospele kamate po ovom Ugovoru u maksimalnom iznosu do devedeset pet procenata (95%) ukupnog iznosa glavnice i dospele kamate u skladu sa ovim Ugovorom.
- "Slučaj Sinosure polise" označava bilo koji od sledećih događaja ili okolnosti:
- (a) postaje nezakonito za Sinosure da izvrši ili ispuni neku ili sve svoje obaveze plaćanja u skladu sa Sinosure polisom;
- (b) Sinosure polisa ili bilo koja obaveza Sinosure prema Sinosure polisi nije ili prestaje da bude zakonska, validna, obavezujuća ili prestaje da bude pravosnažna i važeća;
- (c) okolnost koja poništava ili može da poništi ili na drugi način može da dovede do otkazivanja, raskida, opoziva, ukidanja, povlačenja ili suspenzije Sinosure polise ili može dovesti do toga da Sinosure izbegava, otkaže, ukine, poništi, suspenduje ili raskine Sinosure polisu u celini ili delimično;
- (d) Komercijalni ugovor prestaje da ispunjava kriterijume za izvozne kredite koji su predviđeni u skladu sa uslovima Sinosure polise za potrebe ovog Ugovora što dovodi ili je razumno verovatno da će dovesti do otkazivanja, suspenzije, neizvršivosti ili raskida Sinosure polise (u celini ili delimično);
- (e) Sinosure ili NRK na drugi način izbegava, poništava, ukida, odbacuje, suspenduje ili raskida Sinosure polisu, u celini ili delimično (ili Sinosure izda bilo kakvo obaveštenje sa namerom da to uradi):
- (f) Sinosure odbije važeći zahtev za osiguranje prema Sinosure polisu ili odbije da plati nadoknadu u skladu sa Sinosure polisom prema uputstvu konkretnog Zajmodavca;
- (g) Sinosure prestane da bude politička statutarna finansijska institucija pod direktnom nadležnošću Državnog saveta NRK ili prestane da bude kompanija u potpunom vlasništvu vlade NRK, ili Ministarstvo finansija NRK prestane da održava podršku za likvidnosti Sinosure; ili
- (h) NRK ili bilo koji relevantni organ unutar NRK povuče svoju saglasnost na Sinosure polisu u celini ili delimično.
- "Sredstva Sinosure polise" označavaju bilo koja i sva sredstva osiguranja, obeštećenja i/ili bilo koji drugi iznos koji Sinosure plaća u skladu sa Sinosure polisom.
- "Sinosure premija" označava premiju osiguranja kredita koja se plaća Sinosure u skladu sa Sinosure polisom.

"Sinosure prenos" označava ustupanje prava ili prenos prava i obaveza sa Zajmodavca na Sinosure (ili na drugo lice koje Sinosure odredi) u skladu sa Klauzulom 22 (*Promene Zajmodavaca*).

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

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

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

i za potrebe ove definicije, lice će se tretirati kao član drugog lica ako je bilo koja od Podružnica tog lica član tog drugog lica ili, ako bilo kakve akcije u tom drugom licu drži lice koje deluje u njegovo ime ili bilo koje od njegovih Podružnica.

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

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

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

"**Ukupna angažovana sredstva**" označavaju ukupna Angažovana sredstva u iznosu od 178.382.740,33 evra na datum ovog Ugovora, što predstavlja 85% vrednosti Cene komercijalnog ugovora.

- "**Dokumenta o transakciji**" označavaju Finansijska dokumenta i Komercijalni ugovor.
- "**Potvrda o prenosu**" označava potvrdu sastavljenu u formi datoj u Prilogu 5 (*Obrazac potvrde o prenosu*) ili u bilo kojoj drugoj formi dogovorenoj između Agenta kreditnog aranžmana i Zajmoprimca.
- "Datum prenosa" označava, u smislu ustupanja ili prenosa, kasniji događaj od navedenih:
- (a) predloženi Datum prenosa naveden u relevantnom Ugovoru o ustupanju ili Potvrdi o prenosu; i
- (b) datum kada Agent kreditnog aranžmana potpiše relevantan Ugovor o ustupanju ili Potvrdu o prenosu.
- "Transakcije trezora" označavaju transakcije sa derivatima koje su dogovorene u vezi zaštite ili koristi od izmene bilo koje stope ili cene.
- "Neplaćen iznos" označava bilo koji iznos dospeo i plativ, ali koji nije plaćen od strane Zajmoprimca u skladu sa Finansijskim dokumentima.
- "Zakonska regulativa Ujedinjenog Kraljevstva o instrumentu interne sanacije" označava (u meri u kojoj Ujedinjeno Kraljevstvo nije država članica EEA koja je primenila ili primenjuje član 55 BRRD) Deo I Zakona o bankama Ujedinjenog Kraljevstva iz 2009. godine i bilo koji drugi zakon ili propis koji se primenjuje u Ujedinjenom Kraljevstvu i odnosi se za rešavanje nezdravih ili propalih banaka, investicionih firmi ili drugih finansijskih institucija ili njihovih Filijala (izuzev kroz postupak likvidacije, prinudne uprave ili drugih stečajnih postupaka).
- "SAD" označava Sjedinjene Američke Države.

#### "Poreski obveznik SAD" označava:

- (a) Zajmoprimca, ukoliko je Zajmoprimac rezident u SAD za poreske svrhe; ili
- (b) Zajmoprimca, ukoliko su neka ili sva plaćanja prema Finansijskim dokumentima od izvora iz SAD za potrebe američkog federalnog poreza na dohodak.
- "Korišćenje sredstava" označava korišćenje sredstava Kreditnog aranžmana.
- "Datum korišćenja sredstava" označava datum Korišćenja sredstava, što je datum na koji se Kredit obezbeđuje.
- "Zahtev za korišćenje sredstava" označava obaveštenje u suštini i formi navedenim u Prilogu 3 (*Zahtev za korišćenje sredstava*).

#### "**PDV**" označava:

(a) porez na dodatu vrednost u skladu sa Zakonom o porezu na dodatu vrednost (Zakon o PDV, 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, 26 113/2017, 13/2018, 30/2018, 4/2019, 72/2019, 8/2020, 153/2020 i 138/2022);

- (b) svaki porez propisan u skladu sa Direktivom Saveta od 28. novembra 2006. godine o zajedničkom sistemu poreza na dodatu vrednost (Direktiva EZ 2006/112); i
- (c) bilo koji drugi porez slične prirode, bilo da je nametnut u državi članici Evropske unije kao zamena ili je nametnut kao dodatak porezu iz stava (b) iznad. ili je propisan na drugom mestu.

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

- (a) u smislu bilo kog propisa o instrumentu interne sanacije opisanog u Rasporedu zakonodavstva EU o instrumentu interne sanacije, ovlašćenja opisana kao takva u smislu navedenog Propisa o instrumentu interne sanacije u Rasporedu zakonodavstva EU o instrumentu interne sanacije;
- (b) u smislu bilo kog drugog važećeg Propisa o instrumentu interne sanacije:
  - (i) sva ovlašćenja u skladu sa Propisom o instrumentu interne sanacije da se ponište, prenosu ili podele akcije izdate od strane banke ili investicione kompanije ili druge finansijske institucije ili ovlašćenja Filijale banke, investicione kompanije ili druge finansijske institucije, da ponište, smanje, izmene ili promene formu potraživanja takvog lica ili bilo kog ugovora ili instrumenta na osnovu koga to potraživanje nastaje, da izvrše konverziju svih ili dela tog potraživanja u akcije, hartije od vrednosti ili obaveze tog lica ili bilo kog drugog lica, kako bi se učinilo da bilo koji takav ugovor ili instrument ima isto dejstvo kao da je pravo izvršeno na osnovu njega ili da suspenduje bilo koju obavezu u vezi sa tim potraživanjem ili bilo kojim od ovlašćenja prema tom Propisu o instrumentu interne sanacije koje se odnosi ili je od pomoći bilo kojim od tih ovlašćenja; i
  - (ii) sva slična ili analogna ovlašćenja u skladu sa Propisima o instrumentu interne sanacije; i
- (c) u smislu Zakonske regulativa Ujedinjenog Kraljevstva o instrumentu interne sanacije:
  - (i) sva ovlašćenja u skladu sa Zakonskom regulativom Ujedinjenog Kraljevstva o instrumentu interne sanacije da se ponište, prenosu ili podele akcije izdate od strane banke ili investicione kompanije ili druge finansijske institucije ili ovlašćenja Filijale banke, investicione kompanije ili druge finansijske institucije, da ponište, smanje, izmene ili promene formu potraživanja takvog lica ili bilo kog ugovora ili instrumenta na osnovu koga to potraživanje nastaje, da izvrše konverziju svih ili dela tog potraživanja u akcije, hartije od vrednosti ili obaveze tog lica ili bilo kog drugog lica, kako bi se učinilo da bilo koji takav ugovor ili instrument ima isto dejstvo kao da je pravo izvršeno na osnovu njega ili da suspenduje bilo koju obavezu u vezi sa tim potraživanjem ili bilo kojim od ovlašćenja prema Zakonskoj regulativi Ujedinjenog Kraljevstva o instrumentu interne sanacije koje se odnosi ili je od pomoći bilo kojim od tih ovlašćenja; i
    - (ii) sva slična ili analogna ovlašćenja u skladu sa Zakonskom regulativom Ujedinjenog Kraljevstva o instrumentu interne sanacije.

#### 1.2 Tumačenje

- (a) Osim ako je suprotno navedeno, svako upućivanje u ovom Ugovoru na:
  - (i) "Agenta kreditnog aranžmana", "Ovlašćenog glavnog aranžera", "Sinosure", "Sinosure agenta", svaku "Finansijsku stranu", svakog "Zajmodavca", "Zajmoprimca" ili svaku "Stranu" tumačiće se tako da uključuje njihove pravne sledbenike, dozvoljena ustupanja i dozvoljene prenose prava i/ili obaveza u skladu sa Finansijskim dokumentima;
  - (ii) "agenciju" države će se tumačiti kao upućivanje na bilo koju političku jedinicu, regionalnu ili opštinsku vlast, ministarstvo, odeljenje, organ ili državnu korporaciju (bilo autonomnu ili ne) ili bilo koju korporaciju ili drugi entitet koji je pod kontrolom (sa pedeset ili više procenata izdatog akcijskog kapitala ili ekvivalentnog iznosa) ili u vlasništvu, direktno ili indirektno, od strane te države ili njene vlade i/ili jedne ili više takvih agencija;
  - (iii) "izmenu" će se tumačiti tako da obuhvata dopune, novaciju, produženje (bez obzira da li je produženje dospeća ili drugo) preformulisanje, ponovno donošenje ili zamenu (bez obzira koliko bitna i da li teža ili ne) i "izmenjeni" će se tumačiti u skladu sa tim;
  - (iv) "imovinu" tumačiće se tako da uključuje sadašnju i buduću imovinu, prihode i prava svih vrsta;
  - (v) "kontrolu" podrazumeva da jedno lice (bez obzira da li direktno ili indirektno, da li preko vlasništva nad akcijama, prava glasa, ugovora ili na drugi način) ima ovlašćenje da postavlja i/ili smenjuje većinu članova upravljačkog tela drugog lica ili da na drugi način kontroliše ili ima ovlašćenje da kontroliše poslovanje i politike tog drugog lica i to drugo lice je "kontrolisano" od strane prvog lica;
  - (vi) "Finansijski dokument", "Sionosure polisa" ili bilo koji drugi sporazum ili instrument je upućivanje na taj Finansijski dokument, Sionosure polisu ili drugi sporazum ili instrument, koji je izmenjen, noviran, dopunjen, preformulisan ili zamenjen ili koji sadrži proširenja ili izmene;
  - (vii) "grupu Zajmodavaca" obuhvata sve Zajmodavce;
  - (viii) "garanciju" 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 ulaganje ili davanje 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;
  - (ix) "zaduženost" obuhvata svaku obavezu (bilo kao glavnica ili jemstvo) plaćanja ili otplate novca, bilo sadašnje ili buduće, stvarne ili uslovne;
  - (x) "materijalno" će se smatrati da se odnosi na ono što svaka Finansijska strana razumno utvrdi da je materijalno, pod uslovom, međutim, da pri određivanju šta je "materijalno" svaka Finansijska

strana može uzeti u obzir svoje zabrinutosti oko reputacije bez obzira da li je to razumno učiniti ili je zabrinutost Finansijske strane oko njene reputacije opravdana;

- (xi) "lice" označava svakog pojedinca, firmu, kompaniju, korporaciju, vladu, državu ili agenciju države ili bilo koje udruženje, trust, zajedničko ulaganje, konzorcijum, partnerstvo ili drugi entitet (bez obzira da li su ili ne posebna pravna lica);
- (xii) "propis" obuhvata svaki propis, pravilo, zvaničnu direktivu, zahtev ili smernicu (bez obzira da li ima snagu zakona) bilo kog vladinog, međuvladinog ili nadnacionalnog tela, agencije, službe ili bilo koje regulatorne, samo-regulatorne ili druge institucije ili organizacije;
- (xiii) "Svetsku banku" se odnosi na Grupu Svetska banka koja obuhvata IBRD, Međunarodno udruženje za razvoj (IDA), Međunarodnu finansijsku korporaciju (IFC) i Multilateralnu agenciju za garantovanje investicija (MIGA);
- (xiv) jednina obuhvata množinu i obrnuto;
- (xv) jedan rod obuhvata i drugi rod i srednji rod;
- (xvi) izrazi "uključujući", "drugo", "posebno", "na primer" i slično ne ograničavaju opšti karakter tih reči i tumačiće se kao da su odmah iza njih reči "bez ograničenja";
- (xvii) zakonska odredba podrazumeva upućivanje na tu odredbu sa povremenim izmenama i dopunama i ponovnim usvajanjem; i;
- (xviii) vreme u danu se odnosi na vreme u Hong Kongu.
- (b) Određivanje stepena do kojeg je stopa "**za period jednak dužini**" Kamatnog perioda zanemariće svaku nedoslednost koja proizilazi iz poslednjeg dana tog Kamatnog perioda koji se utvrđuje u skladu sa uslovima ovog Ugovora
- (c) Naslovi Odeljaka, Klauzula i Priloga se koriste samo za potrebe lakšeg snalaženja.
- (d) Osim ako je suprotno navedeno, termin koji se koristi u bilo kom drugom Finansijskom dokumentu ili u obaveštenju datom po osnovu ili u vezi sa bilo kojim Finansijskim dokumentom ima isto značenje u tom Finansijskom dokumentu ili obaveštenju kao u ovom Ugovoru.
- (e) Neispunjenje obaveze (osim onog navedenog u Slučaju neispunjenja obaveza) "traje" ukoliko nije ispravljeno ili se od njega nije odustalo, a Slučaj neispunjenja obaveza "traje" ukoliko nije ispravljeno ili se od njega nije odustalo.

#### 1.3 Valutni simboli i definicije

"EUR" ili "€" označava jedinstvenu valutu Zemalja članica koje učestvuju i, u pogledu svih plaćanja koja će se izvršiti po ovom Ugovoru u evrima, odmah dostupna, slobodno prenosiva sredstva.

"RSD" označava zakonitu valutu Srbije.

#### 1.4 Prava trećih lica

- (a) Osim ako je izričito navedeno suprotno u Finansijskom dokumentu, lice koje nije Strana nema pravo po osnovu Zakona o ugovorima (Prava trećih strana) iz 1999. godine ("**Zakon o trećim stranama**") da sprovodi ili uživa prednosti bilo koje odredbe ovog Ugovora.
- (b) U skladu sa stavom (c) ispod i odredbama Zakona o trećim stranama, Sinosure se može pozivati na Klauzule 1.6 (*Prednost Sinosure*), 1.7 (*Sinosure instrukcije*), 21 (*Subrogacija*) i 22.8 (*Prenos na Sinosure*).
- (c) U skladu sa Klauzulom 34.3 (*Drugi izuzeci*) i ne dovodeći u pitanje bilo koje odredbe bilo kog Finansijskog dokumenta, saglasnost bilo kog lica koje nije Strana nije potrebna da bi se u bilo kom trenutku opozvao ili izmenio ovaj Ugovor.

#### 1.5 Samostalnost Finansijskih dokumenata

Zajmoprimac je saglasan da su njegove obaveze prema Finansijskim dokumentima:

- (a) nezavisne i odvojene od Komercijalnog ugovora i bilo kog drugog dokumenta ili sporazuma (osim svakog Finansijskog dokumenta);
- (b) nisu podložne, niti zavisne ili uslovljene, izvršenjem ili ispunjenjem obaveza od strane Dobavljača ili bilo kog drugog lica koje proističu iz Komercijalnog ugovora ili bilo kog drugog povezanog dokumenta, ugovora ili aranžmana; i
- (c) neće doći do oslobađanja od obaveza niti će na njih uticati:
  - bilo šta što utiče na Dobavljača, Korisnika kredita ili bilo koje drugo lice ili Komercijalni ugovor ili bilo koji sa njima povezani drugi dokument, ugovor ili aranžman;
  - (ii) neizvršenje, kršenje, neuspeh, nevaljanost ili uništenje, nezavršetak ili nefunkcionisanje bilo koje robe ili usluga koje treba da se isporuče ili pruže u skladu sa Komercijalnim ugovorom ili drugim dokumentom, ugovorom ili aranžmanom koji se na njega odnosi:
  - (iii) svaki spor po Komercijalnom ugovoru ili bilo kom drugom dokumentu, ugovoru ili aranžmanu u vezi sa njim, ili bilo koji zahtev koji Dobavljač, Korisnik kredita ili bilo koje drugo lice može imati protiv, ili smatra da ima protiv Dobavljača ili bilo kog drugog lica u prema ili u vezi sa Komercijalnim ugovorom ili drugim dokumentom, ugovorom ili aranžmanom koji se na njega odnosi;
  - (iv) svaki upravni, stečajni, stečajni, likvidacioni ili sličan postupak započet protiv Dobavljača ili bilo kog drugog lica koje je strana Komercijalnog ugovora, ili koji je primenljiv na bilo koju transakciju predviđenu njime, ili Dobavljač ili bilo koja druga strana u Komercijalnom ugovoru ili sve transakcije predviđene njime budu nesolventne;
  - (v) bilo kakvu nesprovodivost, nezakonitost ili ništavost bilo koje obaveze Dobavljača, Korisnika kredita ili bilo kog drugog lica prema Komercijalnom ugovoru ili bilo kom drugom dokumentu, ugovoru ili aranžmanu u vezi sa Komercijalnim ugovorom.

#### 1.6 Prednost Sinosure

- (a) Bez obzira na bilo šta suprotno u bilo kom Finansijskom dokumentu, ništa u bilo kom Finansijskom dokumentu ne obavezuje bilo koju Finansijsku stranu da deluje (ili propusti da deluje) na način koji nije u skladu sa bilo kojim zahtevom Sinosure koji se odnosi ili je u vezi sa Sinosure polisom i svaka Finansijska strana:
  - (i) biće ovlašćena da preduzme sve takve radnje koje smatra neophodnim kako bi se osiguralo da su svi zahtevi Sinosure u skladu i u vezi sa Sinosure polisom ispunjeni u svakom smislu (bez obzira da li su takvi zahtevi u suprotnosti sa bilo kojim uslovima bilo kog Finansijskog dokumenta) i da preduzme radnje koje razumno mogu biti neophodne kako bi se obezbedilo da Sinosure polisa ostane na pravnoj snazi; i
  - (ii) neće biti u obavezi da učini bilo šta, ukoliko bi, po njenom mišljenju, takvo postupanje (A) moglo dovesti do kršenja bilo kog zahteva Sinosure u skladu ili u vezi sa Sinosure polisom; (B) uticalo na validnost Sinosure polise; ili (C) na drugi način rezultiralo nastupanjem Slučaja Sinosure polise.
- (b) Ništa u ovoj Klauzuli 1.6 neće uticati na obaveze Zajmoprimca prema Finansijskim dokumentima.

#### 1.7 Sinosure instrukcije

- (a) Strane su saglasne i potvrđuju da, u skladu sa uslovima Sinosure polise, Sinosure može u bilo kom trenutku dati instrukcije Finansijskoj strani (direktno ili slanjem obaveštenja Sinosure agentu) da suspenduje ili prestane da izvršava neku ili sve obaveze prema ovom Ugovoru ili drugim Finansijskim dokumentom. Ta Finansijska strana ima obavezu da se pridržava svake takve instrukcije. Svaka Strana je saglasna da ni jednu Finansijsku stranu neće smatrati odgovornom za poštovanje bilo koje takve instrukcije.
- (b) Zajmoprimac je saglasan i potvrđuje da:
  - (i) se može tražiti od Finansijske strane da koristi ili se uzdrži od korišćenja svojih prava, ovlašćenja i diskrecionih prava i od izvršenja svojih obaveza prema ili u vezi sa Finansijskim dokumentima, u skladu sa bilo kojom instrukcijom datom od Sinosure (preko Sinosure agenta ili na drugi način) u skladu sa odredbama Sinosure polise; i
- (c) Finansijska strana neće postupati niti će donositi bilo kakvu odluku nerazumno, ukoliko je takvo postupanje ili takva odluka učinjena u skladu sa Sinosure polisom ili bilo kojim uputstvom dobijenim Sinosure (preko Sinosure agenta ili na drugi način) u skladu sa odredbama Sinosure polise.

#### 2. KREDITNI ARANŽMAN

#### 2.1 Kreditni aranžman

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

#### 2.2 Prava i obaveze Finansijskih strana

- (a) Obaveze svake Finansijske strane prema Finansijskim dokumentima su samostalne. Neuspeh neke Finansijske strane da izvrši svoje obaveze u skladu sa Finansijskim dokumentima ne utiče na obaveze bilo koje druge Finansijske strane prema Finansijskim dokumentima. Nijedna Finansijska strana nije odgovorna za obaveze druge Finansijske strane prema Finansijskim dokumentima.
- (b) Prava svake Finansijske strane prema Finansijskim dokumentima ili u vezi sa njima su zasebna i nezavisna prava i svako dugovanje Zajmoprimca Finansijskoj strani koje nastaje prema Finansijskim dokumentima predstavlja odvojen i samostalan dug po osnovu koga Finansijska strana ima pravo da sprovede svoja prava u skladu sa stavom (c) ispod. Pravo svake Finansijske strane uključuje sva dugovanja prema toj Finansijskoj strani 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 Finansijske strane u Kreditnom aranžmanu ili njene uloge prema Finansijskom dokumentu (uključujući svaki takav iznos koji je plativ Agentu kreditnog aranžmana za njegov račun) predstavlja dugovanje Zajmoprimca prema toj Finansijskoj strani.
- (c) Finansijska strana može, osim ako nije drugačije utvrđeno u Finansijskim dokumentima, odvojeno da ostvari svoja prava koja proističu iz Finansijskih dokumenata.

# 2.3 Bez potraživanja prema Finansijskim stranama

Zajmoprimac je saglasan da:

- (a) Finansijske strane mogu delovati prema uputstvima Sinosure u vezi sa ovim Ugovorom;
- (b) neće imati nikakva potraživanja u pogledu bilo kakvog gubitka, štete ili troškova koji je pretrpeo od Finansijske strane ili nastao kao rezultat toga što je ta Finansijska Strana postupala po uputstvima Sinosure u vezi sa ovim Ugovorom, osim u meri u kojoj je takav gubitak, šteta ili trošak nastao usled grubog nemara ili krajnje nepažnje konkretne Finansijske strane; i
- (c) Sinosure agent ima obaveze kao agent nosioca Sinosure polise koje Sinosure agent ne bi preuzeo (ili u vezi sa kojima ne bi imao nikakvu odgovornost) da nije postao agent nosioca Sinosure polise. Shodno tome, Zajmoprimac je saglasan da obešteti Sinosure agenta za bilo koji trošak, gubitak ili obavezu koji nastanu za Sinosure agenta kao agenta nosioca Sinosure polise i za bilo koji trošak, gubitak ili obavezu za koje Sinosure agent može odgovarati Sinosure u pogledu Sinosure polise, osim u meri u kojoj su takvi troškovi, gubitak ili obaveze nastali usled grubog nemara ili krajnje nepažnje Sinosure agenta.

#### 2.4. Datum stupanja na snagu

(a) Osim ove Klauzule 2.4, uslovi ovog Ugovora stupaju na snagu tek na dan kada Agent kreditnog aranžmana obavesti Zajmoprimca da je primio dokaz o objavljivanju Službenog glasnika Srbije u kojem je zakon o ratifikaciji ovog Ugovor od strane Narodne skupštine Republike Srbije objavljen je u formi i

- sadržaju koji zadovoljavaju Agenta kreditnog aranžmana ("Datum stupanja na snagu").
- (b) Radi izbegavanja sumnje, pre Datuma stupanja na snagu, Kreditni aranžman i obaveze Zajmodavaca nisu povezani i ne postoji obaveza bilo koje Finansijske strane da pristane na bilo koji Zahtev za korišćenje sredstava ili da bilo koje Korišćenje sredstava učini dostupnim.
- (c) Agent kreditnog aranžmana će odmah pismeno obavestiti Zajmoprimca o ispunjenju uslova
- (d) Ako Datum stupanja na snagu nije nastupio na ili pre datuma Krajnjeg roka, ovaj Ugovor će se odmah raskinuti i sva Angažovana sredstva će se odmah otkazati.

#### 3. SVRHA

#### 3.1 Svrha

- (a) Zajmoprimac će sve iznose pozajmljene u okviru Kreditnog aranžmana koristiti za finansiranje: Zajmoprimac će koristiti sve iznose pozajmljene u okviru Kreditnog aranžmana za dospela plaćanja koja Korisnik kredita plaća Dobavljaču za Podobnu robu i usluge u skladu sa uslovima Komercijalnog ugovora, pod uslovom da ukupni iznos glavnice svih Kredita finansiranih u tu svrhu neće premašiti Podoban iznos ili Ukupnih angažovanih sredstava.
- (b) Nijedan od iznosa koje je Zajmoprimac pozajmio u okviru Kreditnog aranžmana neće se koristiti za finansiranje ili nadoknadu Zajmoprimcu za bilo koji deo Avansnog plaćanja.
- (c) Radi izbegavanja sumnje, nijedan deo Kreditnog aranžmana neće se koristiti u svrhu finansiranja tekuće likvidnosti Zajmoprimca u smislu Zakona o javnom dugu Srbije "Službeni glasnik Republike Srbije" br. 61/2005, 107/2009, 78/2011, 68/2015, 95/2018, 91/2019 i 149/2020, koji povremeno može biti menjan ili zamenjen.

#### 3.2 Nadzor

Nijedna Finansijska strana nije u obavezi da vrši nadzor ili da potvrdi svrhu korišćenja iznosa pozajmljenog u skladu sa ovim Ugovorom.

# 4. USLOVI KORIŠĆENJA SREDSTAVA

#### 4.1 Inicijalni preduslovi

- (a) Dan stupanja na snagu je nastupio.
- (b) Zajmoprimac ne može podneti Zahtev za korišćenje sredstava sve dok Agent kreditnog aranžmana ne primi sva dokumenta i druge dokaze navedene u Prilogu 2 (*Preduslovi za inicijalno korišćenje sredstava*) u formi i sadržini koji su zadovoljavajući za Agenta kreditnog aranžmana. Međutim, prethodni uslovi opisani u Prilogu 2 (Preduslovi za inicijalno korišćenje sredstava) su postavljeni u korist Agenta kreditnog aranžmana i Zajmodavaca. Agent kreditnog aranžmana (postupajući po uputstvima svih Zajmodavaca) može se odreći bilo kojeg ili svih ovih uslova u celini ili delimično i odlučiti kada i da li je svaki od tih preduslova ispunjen na zadovoljavajući način.

(c) Osim u onoj meri u kojoj Većinski zajmodavci obaveste Agenta kreditnog aranžmana pisanim putem pre nego što Agent kreditnog aranžmana dostavi obaveštenje iz gorenavedenog stava (a), Zajmodavci ovlašćuju (ali ne zahtevaju) Agenta kreditnog aranžmana da prosledi to obaveštenje. Agent kreditnog aranžmana neće biti odgovoran za bilo kakvu štetu, trošak ili gubitak bilo koje vrste koji nastane kao posledica davanja takvog obaveštenja.

#### 4.2 Dodatni preduslovi

Zajmodavci će biti u obavezi samo da postupe u skladu sa Klauzulom 5.4 (*Učešće Zajmodavaca*) ako na datum Zahteva za korišćenje sredstava i na predloženi Datum korišćenja:

- (a) Za svako Korišćenje sredstava:
  - (i) nema neizvršenih obaveštenja o obaveznoj prevremenoj otplati od strane Agenta kreditnog aranžmana u skladu sa Klauzulom 7.1 (*Nezakonitost*) ili Klauzulom 7.2 (*Commercial Contract*);
  - (ii) nikakvo Neizvršenje obaveza ne traje niti bi rezultiralo iz predloženog Kredita;
  - (iii) izjave koje je dao Zajmoprimac iz Klauzule 17 (*Izjave*) su tačne po svim aspektima; i
  - (iv) Sinosure polisa ostaje na pravnoj snazi Agent kreditnog aranžmana nije primio obaveštenje od Sinosure kojim se zahteva od Zajmodavaca da obustave Korišćenje sredstava (ili ako je Agent kreditnog aranžmana primio takvo obaveštenje, to obaveštenje je povučeno) i od Zajmodavaca se ne zahteva prema odredbama bilo kojih uslova koji se primenjuju na Sinosure polisu da obustave takvo Korišćenje sredstava.
- (b) U pogledu Podobne robe i usluga u vezi sa kojima je dostavljen relevantni Zahtev za korišćenje sredstava, Agent kreditnog aranžmana je primio Relevantna prateća dokumenta.

# 5. KORIŠĆENJE SREDSTAVA

#### 5.1 Dostavljanje zahteva za korišćenje sredstava

Zajmoprimac može koristiti Kreditni aranžman kada dostavi Agentu kreditnog aranžmana ispravno popunjen Zahtev za korišćenje sredstava najkasnije do Utvrđenog vremena.

#### 5.2 Popunjavanje Zahteva za korišćenje sredstava

- (a) Svaki Zahtev za korišćenje sredstava je neopoziv i neće se smatrati da je valjano popunjen osim ako je:
  - (i) u formi navedenoj u Prilogu 3 (*Zahtev za korišćenje sredstava*);
  - (ii) predloženi Datum korišćenja sredstava Radni dan u okviru Perioda raspoloživosti;
  - (iii) valuta i iznos Korišćenja sredstava u skladu sa Klauzulom 5.3 (*Currency and amount*);

- (iv) predloženi Kamatni period u skladu sa Klauzulom 9 (Kamatni periodi); i
- (v) ako je propraćeno propisno popunjenom Potvrdom Dobavljača koju je potpisao ovlašćeni potpisnik u ime Dobavljača, uključujući Relevantna prateća dokumenta i sve druge priloge (ukoliko ih ima) koji se u njima navode.
- (b) Samo jedan (1) Kredit se može potraživati u svakom Zahtevu za korišćenje sredstava.

#### 5.3 Valuta i iznos

- (a) Valuta navedena u Zahtevu za korišćenje sredstava mora biti evro.
- (b) Iznos predloženog Kredita mora biti iznos koji (A) ne premašuje Raspoloživa sredstva kreditnog aranžmana; i (B) nije manji od 1.000.000 evra ili, ukoliko je iznos manji, onda jednak Raspoloživim sredstvima kreditnog aranžmana.

#### 5.4 Učešće Zajmodavca

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

#### 5.5 Plaćanje

- (a) Prihodi od Kredita po osnovu svakog Korišćenja sredstava biće isplaćeni direktno na Račun Dobavljača, u skladu sa Komercijalnim ugovorom i prihvatanjem Agenta kreditnog aranžmana.
- (b) Zajmoprimac ovim neopozivo i bezuslovno ovlašćuje i upućuje Agenta kreditnog aranžmana da plati iznose tražene u bilo kom Zahtevu za korišćenje sredstava koristeći sredstva Kredita po osnovu svakog Korišćenja sredstava koja su Zajmodavci stavili na raspolaganje Agentu kreditnog aranžmana za potrebe plaćanja Dobavljača u skladu sa Komercijalnim ugovorom i uslovima ovog Ugovora.

#### 5.6 Otkazivanje Angažovanih sredstava

Angažovana sredstva, koja u tom trenutku nisu iskorišćena, biće odmah otkazana na kraju Perioda raspoloživosti, osim ako se Period raspoloživosti ne produži na pismeni zahtev Zajmoprimca i ako to odobri Agent kreditnog aranžmana (postupajući po uputstvima svih Zajmodavaca).

#### 6. OTPLATA

#### 6.1 Otplata Kredita

- (a) U skladu sa Klauzulom 7 (Prevremena otplata i otkazivanje), Zajmoprimac će otplaćivati Kredite koji su mu dati u ratama tako što će otplaćivati odgovarajuću Ratu otplate na svaki Datum otplate.
- (b) Zajmoprimac će otplatiti prvu Ratu otplate na Prvi datum otplate, a nakon toga će otplatiti svaku sledeću Ratu otplate (ili ako je manja, podsetnik na sve neizmirene kredite) na svaki sledeći Datum otplate do i uključujući Krajnji datum dospeća.
- (c) Zajmoprimac ne može ponovo da pozajmi bilo koji deo Kreditnog aranžmana koji je otplaćen.

### 7. PREVREMENA OTPLATA I OTKAZIVANJE

#### 7.1 Nezakonitost

Ako za bilo kod Zajmodavca u bilo kom trenutku 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 u bilo kom trenutku postane nezakonito za bilo koju Filijalu Zajmodavca da to učini:

- (a) taj Zajmodavac će bez odlaganja nakon što sazna za takav događaj o tome obavestiti Agenta kreditnog aranžmana;
- (b) nakon što Agent kreditnog aranžmana obavesti Zajmoprimca, Raspoloživa angažovana sredstva tog Zajmodavca će odmah biti otkazana; i
- (c) u meri u kojoj učešće Zajmodavca nije preneto u skladu sa stavom (d) Klauzule 7.7 (*Pravo zamene ili prevremena otplata i otkazivanje po pitanju samostalnog Zajmodavca*), Zajmoprimac će isplatiti učešće tog Zajmodavca u Kreditu poslednjeg dana Kamatnog perioda za svaki Kredit koji dospeva nakon što Agent kreditnog aranžmana o tome obavesti Zajmoprimca ili, ukoliko je raniji, na datum naznačen od strane Zajmodavca u obaveštenju dostavljenom Agentu kreditnog aranžmana (koji nije raniji od poslednjeg dana zakonom primenjivog grejs perioda) i odgovarajuća Angažovana sredstva Zajmodavca će biti odmah otkazana u iznosu isplaćenog učešća.

#### 7.2 Komercijalni ugovor

Ukoliko je Komercijalni ugovor ili bilo koja njegova odredba otkazan, raskinut, poništen, opozvan ili postane nevažeći, nezakonit ili neizvršiv:

- (a) Zajmoprimac će bez odlaganja obavestiti Agenta kreditnog aranžmana nakon što sazna za taj događaj;
- (b) Zajmoprimac ne može dostaviti Zahtev za korišćenje sredstava i Zajmodavac neće biti u obavezi da finansira Korišćenje sredstava koje tek treba da se realizuje; i
- (c) ako Većinski zajmodavci to zahtevaju, Agent kreditnog aranžmana će, slanjem obaveštenja Zajmoprimcu najmanje petnaest (15) Radnih dana poništiti Ukupna angažovana sredstva i proglasiti sve neisplaćene Kredite,

zajedno sa obračunatom kamatom, kao i sve druge akumulirane iznose u skladu sa Finansijskim dokumentima dospelim i plativim, nakon čega će Ukupna angažovana sredstva biti poništena i svi takvi neizmireni Krediti i iznosi postaće dospeli i plativi.

# 7.3 Obavezna prevremena otplata - Slučaj Sinosure polise

- (a) Ukoliko nastupi Slučaj Sinosure polise:
  - (i) Zajmoprimac će odmah obavestiti Agenta kreditnog aranžmana kada sazna za takav događaj;
  - (ii) Zajmodavac neće biti obavezan da finansira Korišćenje sredstava; i
  - (iii) ako Većinski zajmodavci tako zahtevaju, Agent kreditnog aranžmana će u roku od najmanje 30 Radnih dana od obaveštenja Zajmoprimca, otkazati Ukupne angažovana sredstva i proglasiti sve neisplaćene Kredite, zajedno sa obračunatom kamatom i sve druge iznose akumulirane po osnovu Finansijskih dokumenata dospelim i plativim, dok će Ukupna angažovana sredstva biti poništena i svi takvi neizmireni Krediti i iznosi postaće odmah dospeli i plativi.
- (b) Radi izbegavanja sumnje, bez obzira što je nastupio Slučaj Sinosure polise, Zajmoprimac ostaje odgovoran prema Finansijskim stranama u pogledu svih plaćanja koja dospevaju i plativa su prema Finansijskim dokumentima (uključujući bez ograničenja bilo koju glavnicu, kamatu, Naknadu za odstupanje od ugovorenih rokova i druge naknade).

## 7.4 Obavezna prevremena otplata - Slučaj pokretanja sankcija

Ukoliko nastupi Slučaj pokretanja sankcija:

- (a) Zajmoprimac ili Zajmodavac ugrožen sankcijama će odmah obavestiti Agenta kreditnog aranžmana po saznanju za taj događaj.
- (b) nakon što je Zajmoprimac obavestio Agenta kreditnog aranžmana u skladu sa stavom (a) iznad (ili Agent kreditnog aranžmana obavesti Zajmoprimca kada je takvo obaveštenje u skladu sa stavom (a) iznad dao Zajmodavac ugrožen sankcijama), Raspoloživa angažovana sredstava Zajmodavca ugroženog sankcijama će biti odmah otkazana; i
- (c) ukoliko je takav Slučaj pokretanja sankcija i u meri u kojoj učešće Zajmodavca ugroženog sankcijama nije preneto u skladu sa stavom (d) klauzule 7.7 (*Pravo zamene ili prevremena otplata i otkazivanje po pitanju samostalnog Zajmodavca*), Zajmoprimac će otplatiti učešće Zajmodavca ugroženog sankcijama u Kreditima koje je dao Zajmoprimcu poslednjeg dana Kamatnog perioda za svaki Kredit koji nastupi nakon što Agent kreditnog aranžmana obavesti Zajmoprimca ili, ako je raniji, na datum koji je odredio Zajmodavac ugrožen sankcijama u obaveštenje koje dostavi Agentu kreditnog aranžmana (ne pre poslednjeg dana bilo kog primenjivog grejs perioda dozvoljenog zakonom) i odgovarajuća Angažovana sredstva Zajmodavca ugroženog sankcijama biće otkazana u iznosu otplaćenih učešća.

#### 7.5 Dobrovoljno otkazivanje

Uz prethodnu saglasnost Sinosure, Zajmoprimac može, ako Agentu kreditnog aranžmana u roku od najmanje trideset (30) Radnih dana (ili u kraćem roku koji

dogovore Većinski zajmodavci) prethodno dostavi obaveštenje, da otkaže u celini ili bilo koji deo (pri čemu je minimalni iznos 5.000.000 evra) Raspoloživih sredstava kreditnog aranžmana. Svako otkazivanje u skladu sa ovim Klauzulom 7.5 značajno će smanjiti Angažovana sredstva Zajmodavaca.

# 7.6 Dobrovoljna prevremena otplata Kredita

- (a) Uz prethodnu saglasnost Sinosure, Zajmoprimac može, ako Agentu kreditnog aranžmana u roku od najmanje trideset (30) Radnih dana (ili u kraćem roku koji dogovore Većinski zajmodavci) prethodno dostavi obaveštenje, da prevremeno otplati celokupan ili bilo koji deo Kredita (ali, ukoliko se prevremeno otplaćuje deo, to mora biti deo koji smanjuje iznos Kredita u minimalnom iznosu od 1.000.000 evra).
- (b) Kredit se može prevremeno otplatiti samo nakon poslednjeg dana Perioda raspoloživosti (ili ako je ranije, onda dana kada Raspoloživa sredstva kreditnog aranžmana iznose nula).
- (c) Svaka prevremena otplata prema ovoj Klauzuli 7.6 mora da ispuni obaveze Zajmoprimca u skladu sa Klauzulom 6.1 (*Otplata Kredita*) obrnutim hronološkom redom.

# 7.7 Pravo zamene ili prevremena otplata i otkazivanje po pitanju samostalnog Zajmodavca

- (a) Ako:
  - (i) bilo koji iznos plativ bilo kom Zajmodavcu od strane Zajmoprimca mora biti uvećan u skladu sa stavom (c) Klauzule 12.2 (*Bruto porez*); ili
  - (ii) bilo koji Zajmodavac traži refundaciju od Zajmoprimca u skladu sa Klauzulom 12.3 (*Poreska refundacija*) ili Klauzulom 13.1 (*Povećani troškovi*),

Zajmoprimac može, dok traju okolnosti koje dovode do zahteva za takvo povećanje ili obeštećenje i uz prethodnu saglasnost Sinosure, dati Agentu kreditnog aranžmana obaveštenje o otkazivanju Angažovanih sredstava tog Zajmodavca i svojim namerama da zameni učešće tog Zajmodavca u Kreditu ili obavesti Agenta kreditnog aranžmana o nameri da zameni tog Zajmodavca u skladu sa stavom (d) ispod.

- (b) Po prijemu obaveštenja o otkazivanju iz stava (a) iznad, 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 stava (a) iznad (ili, ako je raniji, na 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 stavu (a) iznad primenjuje na Zajmodavca; ili

- (ii) Zajmoprimac postane obavezan da plati bilo koji iznos u skladu sa Klauzulom 7.1 (*Nezakonitost*) ili Klauzulom 7.4 (*Obavezna prevremena otplata Slučaj pokretanja sankcija*) bilo kom Zajmodavcu,
- (iii) Zajmoprimac može, u roku od trideset (30) Radnih dana od prethodnog dostavljanja obaveštenja Agentu kreditnog aranžmana i tom Zajmodavcu i uz prethodnu saglasnost Sinosure, zameniti tog Zajmodavca tako što će zahtevati od njega da (i u meri u kojoj je zakonom dozvoljeno, taj Zajmodavac će) u skladu sa Klauzulom 22 (Promene Zajmodavaca) prenese sva (a ne samo deo) svoja prava i obaveze prema ovom Ugovoru na Podobnu instituciju koja potvrđuje svoju spremnost da preuzme i preuzima sve obaveze Zajmodavca koje on prenosi u skladu sa Klauzulom 22 (Promene Zajmodavaca) po kupovnoj ceni plativoj u gotovini u trenutku prenosa u iznosu jednakom neizmirenoj glavnici učešća tog Zajmodavca u neizmirenim Kreditima i svim dospelim kamatama do iznosa do kog Agent kreditnog aranžmana nije dao obaveštenje prema Klauzuli 22.10 (Proporcionalno plaćanje kamate), Naknadi za odstupanje od ugovorenih rokova i drugim iznosima plativim u vezi sa Finansijskim dokumentima.
- (e) Na zamenu Zajmodavca u skladu sa stavom (d) iznad primenjivaće se sledeći uslovi:
  - (i) Zajmoprimac nema prava da zameni Agenta kreditnog aranžmana ili Sinosure agenta;
  - (ii) ni Agent kreditnog aranžmana niti Zajmodavac nemaju nikakve obaveze po pitanju nalaženja zamene za Zajmodavca;
  - (iii) od zamenjenog Zajmodavca u skladu sa stavom (d) iznad ni u kom slučaju se ne može tražiti da plati niti da se odrekne bilo kojih naknada dobijenih od takvog Zajmodavca u skladu sa Finansijskim dokumentima; i
  - (iv) Zajmoprimac će biti u obavezi samo da prenese svoja prava i obaveze u skladu sa stavom (d) iznad kada je primenio sve neophodne provere "upoznaj svog Klijenta" ili druge slične provere u skladu sa važećim zakonima i propisima koji se odnose na taj prenos.
- (f) Zajmodavac će obaviti provere opisana u stavu (e)(iv) iznad čim bude razumno prihvatljivo nakon dostavljanja obaveštenja iz stava (d) iznad i obavestiće Agenta kreditnog aranžmana i Zajmoprimca kada bude sproveo sve navedene provere.

#### 7.8 Ograničenja

(a) Sva obaveštenja Strane o otkazu ili prevremenoj otplati će prema ovoj Klauzuli 7 biti neopoziva i, osim ukoliko se u ovom Ugovoru ne pojavi suprotna naznaka, definisaće datum ili datume kada treba izvršiti takvo otkazivanje ili prevremenu otplatu, kao i iznos tog otkazivanja ili prevremene otplate.

- (b) Svako otkazivanje ili prevremena otplata prema ovom Ugovoru biće realizovano zajedno sa dospelim kamatama na iznos koji je prevremeno otplaćen ili otkazan i Naknadom za odstupanje od ugovorenih rokova.
- (c) Zajmoprimac ne može ponovo pozajmiti onaj deo Kreditnog aranžmana koji je prevremeno otplaćen.
- (d) Zajmoprimac neće otplatiti ili prevremeno otplatiti ceo ili deo Kredita niti otkazati ceo ili bilo koji deo Angažovanih sredstava, osim u vreme i na način koji su izričito definisani ovim Ugovorom.
- (e) Nijedan iznos Ukupno angažovanih sredstava otkazan u skladu sa ovim Ugovorom ne može biti kasnije ponovo stavljen na raspolaganje.
- (f) Ako Agent kreditnog aranžmana primi obaveštenje u skladu sa ovom Klauzulom 7 odmah će primerak tog obaveštenja proslediti Zajmoprimcu ili Zajmodavcu na koga se to obaveštenje odnosi, u zavisnosti od slučaja, kao i Sinosure preko Sinosure agenta.
- (g) Ukoliko je celokupan ili bilo koji deo učešća Zajmodavca u Kreditu otplaćen ili prevremeno otplaćen, smatraće se da je iznos Angažovanih sredstava tog Zajmodavca (jednak iznosu učešća koji je otplaćen ili prevremeno otplaćen) poništen na datum otplate ili prevremene otplate.

## 7.9 Primena prevremenog plaćanja

Svaka prevremena otplata Kredita u skladu sa Klauzulom 7.2 (*Komercijalni ugovor*), Klauzulom 7.3 (*Obavezna prevremena otplata - Slučaj Sinosure polise*), Klauzulom 7.4 (*Obavezna prevremena otplata - Slučaj pokretanja sankcija*) i Klauzulom 7.6 (Dobrovoljna prevremena otplata Kredita) primenjivaće se proporcionalno učešću svakog Zajmodavca u tom Kreditu.

## 8. KAMATA

#### 8.1 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.

#### 8.2 Plaćanje kamate

Poslednjeg dana svakog Kamatnog perioda (svaki takav dan je "**Datum plaćanja kamate**") Zajmoprimac će platiti dospelu kamatu za Kredit na koji se taj Kamatni period odnosi.

#### 8.3 Zatezna kamata

(a) Ako Zajmoprimac ne plati iznos plativ prema Finansijskom dokumentu na datum dospeća, kamata će se obračunavati na neizmireni iznos od datuma dospeća do datuma stvarnog plaćanja (kako pre tako i nakon presude) po stopi u skladu sa stavom (b) ispod, koja je za dva procenta (2,00%) na godišnjem nivou viša od stope koja bi se plaćala da je neizmireni iznos, tokom perioda neplaćanja, činio Kredit u valuti neizmirenog iznosa za sledeće

Kamatne periode, u trajanju svakog od njih po odabiru Agenta kreditnog aranžmana (postupajući razumno). Na zahtev Agenta kreditnog aranžmana, Zajmoprimac će odmah izvršiti plaćanje kamate obračunate u skladu sa ovom Klauzulom 8.3.

- (b) Ako se neizmireni iznos sastoji od celokupnog Kredita, ili njegovog dela, koji dospeva na dan koji nije Datum plaćanja kamate i odnosi se na taj Kredit:
  - (i) prvi Kamatni period za taj neizmireni iznos će trajati jednako kao i deo Kamatnog perioda koji nije istekao i odnosi se na taj Kredit; i
  - (ii) kamatna stopa koja se primenjuje na neizmireni iznos tokom tog prvog Kamatnog perioda će biti godišnje za dva procenta (2,00%) viša od stope koja bi se primenjivala da neizmireni iznos nije dospeo.
- (c) Zatezna kamata (ako nije plaćena) koja nastaje po osnovu neizmirenog iznosa će se dodati na neizmireni iznos na kraju svakog Kamatnog perioda primenjivog na taj neizmireni iznos, ali će i dalje biti dospela i plativa.

#### 8.4 Obaveštenje o kamatnim stopama

- (a) Agent kreditnog aranžmana će bez odlaganja obavestiti Zajmodavce i Zajmoprimca o utvrđivanju kamatne stope po ovom Ugovoru.
- (b) Agent kreditnog aranžmana će bez odlaganja obavestiti Zajmoprimca o svim Stopama finansiranja koje se odnose na Kredit.

#### 9. KAMATNI PERIODI

## 9.1 Kamatni periodi

Period tokom koga je svaki Kredit neizmiren biće podeljen na uzastopne Kamatne periode. Prvi dan Kamatnog perioda za svaki Kredit počinje: (i) za prvi Kamatni period tog Kredita, na Datum korišćenja sredstava; i (ii) za svaki naredni Kamatni period, prethodnog Datuma plaćanja kamate.

## 9.2 Trajanje

- (a) Poslednji dan Kamatnog perioda Kredita biće raniji datum od:
  - (i) datuma koji nastupi šest (6) Meseci nakon prvog dana Kamatnog perioda;
  - (ii) poslednjeg dana Kamatnog perioda bilo kog drugog Kredita (u skladu sa stavom (c) ispod); i
  - (iii) prvog Datuma otplate koji nastupi nakon prvog dana tog Kamatnog perioda.
- (b) Datum plaćanja kamate ne može biti duži od Konačnog datuma dospeća.
- (c) Ako je Datum korišćenja bilo kog Kredita kraći od petnaest (15) dana pre Datuma plaćanja kamate, prvi Kamatni period za taj Kredit će se završiti na sledeći Datum plaćanja kamate posle Datuma plaćanja kamate koji neposredno sledi nakon Datuma korišćenja.

#### 9.3 Izmene Kamatnih perioda

- (a) Pre određivanja kamatne stope za Kredit, Agent kreditnog aranžmana može uz prethodnu saglasnost Zajmoprimca skratiti Kamatni period za svaki Kredit kako bi obezbedio dovoljno Kredita (sa zbirnim iznosom jednakim ili većim od Rate otplate) za koje se Kamatni period završava na Datum otplate kako bi Rata otplate za Zajmoprimca dospela na taj datum.
- (b) Ako Agent kreditnog aranžmana napravi bilo koju izmenu Kamatnog perioda iz Klauzule 9.3, o tome će bez odlaganja obavestiti Zajmoprimca i Zajmodavce.

#### 9.4 Neradni dani

Ako se Kamatni period završava na dan koji nije Radni dan, taj Kamatni period će se u tom slučaju završiti prvog sledećeg Radnog dana u kalendarskom mesecu (ukoliko ga ima) ili prethodnog Radnog dana (u suprotnom).

# 9.5 Konsolidacija kredita

Ako se dva ili više Kamatnih perioda završavaju na isti dan, ti Krediti će se konsolidovati i tretirati kao jedinstveni Kredit poslednjeg dana Kamatnog perioda.

#### 10. IZMENE U OBRAČUNU KAMATE

#### 10.1 Nedostupnost Kotirane stope

- (a) Interpolirana kotirana stopa: Ukoliko nije dostupna Kotirana stopa za EURIBOR za Kamatni period Kredita, primenjivi EURIBOR će biti Interpolirana Kotirana stopa za period koji je jednak dužini Kamatnog perioda Kredita.
- (b) Referentna bankarska stopa: U slučaju nedostupnosti Kotirane stope za EURIBOR za:
  - (i) evre; ili
  - (ii) Kamatni period Kredita i kada nije moguće izračunati Interpoliranu kotiranu stopu,

primenljivi EURIBOR će biti Referentna bankarska stopa od Utvrđenog vremena za evre i za period koji je po dužini jednak Kamatnom periodu tog Kredita.

- (c) *Troškovi finansiranja*: Ukoliko je primenjiv gorenavedeni stav (b), ali nije dostupna Referentna bankarska stopa za evro ili relevantni Kamatni period:
  - (i) Agent kreditnog aranžmana će o tome odmah obavestiti Zajmoprimca;
  - (ii) za taj Kredit neće biti EURIBOR stope; i
  - (iii) Klauzula 10.4 (*Troškovi finansiranja*) će se primenjivati na taj Kredit za taj konkretan Kamatni period.

#### 10.2 Izračunavanje Referentne bankarske stope

- (a) U skladu sa stavom (b) ispod, ukoliko EURIBOR treba utvrditi na osnovu Referentne bankarske stope, ali Referentna banka ne dostavi kotaciju do Utvrđenog vremena, Referentna bankarska stopa izračunava se na osnovu kotacija preostalih Referentnih banaka.
- (b) Ako u podne ili približno tom vremenu na Dan kotacije nijedna Referentna banka ne dostavi ili samo jedna od Referentnih banaka dostavi kotaciju, Referentna bankarska stopa neće postojati za konkretan Kamatni period.

# 10.3 Poremećaj na tržištu

Ukoliko pre završetka poslovanja u Londonu na Dan kotacije za relevantni Kamatni period, Agent kreditnog aranžmana dobije obaveštenje od Zajmodavca iz bilo kog izvora koji može razumno izabrati da bi cena njegovog finansiranja učešća u Kreditu za evro bila veća od EURIBOR:

- (a) Agent kreditnog aranžmana će o tome odmah obavestiti Zajmoprimca;
- (b) za taj Kredit neće biti EURIBOR stope; i
- (c) Klauzula 10.4 (*Troškovi finansiranja*) će se primenjivati na taj Kredit za taj konkretni Kamatni period.

# 10.4 Troškovi finansiranja

- (a) Ukoliko se ova Klauzula 10.4 primeni, kamatna stopa svakog udela Zajmodavca u Kreditu za konkretan Kamatni period biće procentualna godišnja stopa, koja je zbir:
  - (i) Marže; i
  - (ii) stope o kojoj je obavešten Agent kreditnog aranžmana od strane tog Zajmodavca što je pre izvodljivo i u svakom slučaju pre datuma dospeća kamate za plaćanje u vezi sa tim Kamatnim periodom, koja je izražena kao procentualna godišnja stopa troška relevantnog Zajmodavca njegovog učešća u tom Kreditu, nevezano iz kog je izvora;
- (b) Ukoliko se ova Klauzula 10.4 primeni i Agent kreditnog aranžmana ili Zajmodavac tako zahtevaju, Agent kreditnog aranžmana i Zajmoprimac će ući u pregovore (na period ne duži od trideset (30) dana) u cilju dogovaranja alternativne osnove za određivanje kamatne stope.
- (c) Bilo koja alternativna osnova koja je dogovorena u skladu sa stavom (b) iznad, će, uz prethodnu saglasnost svih Zajmodavaca i Zajmoprimca, biti obavezujuća za sve Strane.
- (d) Ukoliko se ova Klauzula 10.4 primenjuje u skladu sa Klauzulom 10.3 (*Poremećaj na tržištu*) i:
  - (i) Stopa finansiranja Zajmodavca je manja od EURIBOR stope; ili
  - (ii) Zajmodavac ne dostavi kotaciju do vremena navedenog u stavu (a)(ii) iznad.

- smatraće se, za potrebe stava (a) iznad, da trošak finansiranja učešća u tom Kreditu tog Zajmodavca za taj Kamatni period predstavlja EURIBOR.
- (e) Ukoliko se ova Klauzula 10.4 primenjuje u skladu sa Klauzulom 10.1 (*Nedostupnost Kotirane stope*) ali Zajmodavac ne dostavi kotaciju do vremena navedenog u stavu (a)(ii) iznad, kamatna stopa će biti obračunata na osnovu kotacije preostalih Zajmodavaca.

# 10.5 Obaveštavanje Zajmoprimca

Ukoliko se Klauzula 10.4 (*Troškovi finansiranja*) primenjuje, Agent kreditnog aranžmana će čim to bude moguće obavestiti Zajmoprimca.

# 10.6 Naknada za odstupanje od ugovorenih rokova

- (a) Zajmoprimac će, u roku od petnaest (15) Radnih dana od zahteva Finansijske strane, platiti toj Finansijskoj strani Naknadu za odstupanje od ugovorenih rokova pripisive celokupnom ili delu Kredita ili Neplaćenog iznosa koje je namirio Zajmoprimac onog 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 kreditnog aranžmana to zatraži, dostaviti potvrdu kojom se potvrđuje iznos Naknade za odstupanje od ugovorenih rokova za svaki Kamatni period u kojem oni nastaju.

#### 11. NAKNADE

# 11.1 Naknada za angažovana sredstva

- (a) Zajmoprimac će platiti Agentu kreditnog računa (za račun svakog Zajmodavca) naknadu obračunatu po stopi od 0.65 % godišnje na Raspoloživa angažovana sredstva Zajmodavca za Period raspoloživosti.
- (b) Naknada za angažovana sredstva će se obračunavati od datuma koji pada 30 dana nakon datuma ovog Ugovora, iako Datum stupanja na snagu možda nije nastupio. Prva rata akumulirane naknade za angažovana sredstva biće plaćena na raniji od (a) datuma koji pada 30 dana od Datuma stupanja na snagu i (b) datuma prvog Korišćenja sredstava. Naknadno akumulirana naknada za angažovana sredstva platiće se svakog Datuma plaćanja kamate tokom Perioda raspoloživosti, poslednjeg dana Perioda raspoloživosti i, ako se otkaže u potpunosti, na poništeni iznos Angažovanih sredstava tog Zajmodavca u trenutku kada otkazivanje stupi na snagu.

# 11.2 Naknada za aranžiranje i strukturiranje

Zajmoprimac će Ovlašćenom glavnom aranžeru platiti naknadu za aranžiranje i strukturiranje u iznosu i u rokovima dogovorenim u Pismu o naknadama.

#### 12. BRUTO POREZ I REFUNDIRAN¡E

#### 12.1 Definicije

(a) Za potrebe ovog Ugovora:

"Zaštićena strana" označava Finansijsku stranu koja jeste 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) prema Finansijskom dokumentu.

"Poreski kredit" označava kredit, olakšicu ili oslobođenje, ili otplatu Poreza.

"Odbitak poreza" označava odbitak ili zadržavanje poreza za ili na račun Poreza od plaćanja po osnovu Finansijskog dokumenta, osim FATCA odbitka.

"Plaćanje poreza" označava ili povećanje plaćanja Zajmoprimca prema Finansijskoj strani u skladu sa Klauzulom 12.2 (*Bruto porez*) ili po osnovu Klauzule 12.3 (*Poreska refundacija*).

(b) Osim ukoliko je suprotno navedeno, u ovoj Klauzuli 12 upućivanje na "određuje" ili "određen" znači određivanje prema diskrecionom ovlašćenju lica koje vrši to određivanje.

## 12.2 Bruto porez

- (a) Zajmoprimac će izvršiti sva plaćanja koje je u obavezi da izvrši bez Poreskog odbitka, osim ako je Poreski odbitak predviđen zakonom.
- (b) Zajmoprimac će odmah po saznanju da mora da izvrši Poreski odbitak (ili da je nastala promena stope ili osnovice Poreskog odbitka) shodno obavestiti Agenta kreditnog aranžmana. Slično tome, Zajmodavac će obavestiti Agenta kreditnog aranžmana o tom saznanju vezano za plaćanje koje je plativo prema tom Zajmodavcu. Ukoliko Agent kreditnog aranžmana dobije takvo obaveštenje od Zajmodavca on će obavestiti Zajmoprimca.
- (c) Ukoliko je zakonom predviđen Poreski odbitak Zajmoprimca, iznos plaćanja koji duguje Zajmoprimac biće uvećan do iznosa koji je (nakon Poreskog odbitka) jednak iznosu koje bi se dugovalo da nije bio predviđen Poreski odbitak.
- (d) Ukoliko je Zajmoprimac u obavezi da izvrši Poreski odbitak, taj Zajmoprimac će izvršiti Poreski odbitak i sva potrebna plaćanja u vezi sa Poreskim odbitkom u dozvoljenom roku i u zakonski dozvoljenom minimalnom iznosu.
- (e) U roku od trideset (30) Radnih dana od izvršenja Poreskog odbitka ili traženog plaćanja u vezi sa Poreskim odbitkom, Zajmoprimac će dostaviti Agentu kreditnog aranžmana za Finansijsku stranu koja ima pravo na isplatu dokaz koji je razumno zadovoljavajući za tu Finansijsku stranu da je Poreski odbitak izvršen ili (ako je primenljivo) bilo koju odgovarajuću uplatu plaćenu konkretnom poreskom organu.

#### 12.3 Poreska refundacija

- (a) Zajmoprimac će platiti (u roku od pet (5) Radnih dana od zahteva Agenta kreditnog aranžmana) 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 prema Finansijskom dokumentu.
- (b) Stav (a) iznad neće se primenjivati:

- (i) po osnovu Poreza obračunatog za Finansijsku stranu:
  - (A) po pravu jurisdikcije u kojoj je ta Finansijska strana osnovana ili, u drugačijem slučaju, jurisdikcija (ili jurisdikcije) u kojoj se ta Finansijska strana smatra rezidentom za svrhe poreza; ili
  - (B) po pravu jurisdikcije u kojoj se nalazi Kancelarija kreditnog aranžmana te Finansijske strane 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 Finansijska strana; ili

- (ii) u meri u kojoj se gubitak, obaveza ili trošak:
  - (A) nadoknađuje povećanjem plaćanja u skladu sa Klauzulom 12.2 (*Bruto porez*), Klauzulom 12.7 (*FATCA odbitak i Bruto porez Zajmoprimca*) ili stavom (b) Klauzule 12.8 (*FATCA odbitak Strane kreditnog aranžmana*);
  - (B) odnose na FATCA odbitak zahtevan od Strane; i
  - (C) nadoknađuju plaćanjem u skladu sa stavom (d) Klauzule 12.8 (FATCA odbitak i Bruto porez Zajmoprimca).
- (c) Zaštićena strana koja potražuje ili namerava da potražuje u skladu sa stavom (a) iznad odmah će obavestiti Agenta kreditnog aranžmana o slučaju koji će dovesti ili je doveo do nastanka potraživanja, nakon čega će Agent kreditnog aranžmana obavestiti Zajmoprimca.
- (d) Zaštićena strana će nakon prijema plaćanja od Zajmoprimca po osnovu ove Klauzule 12.3, obavestiti Agenta kreditnog aranžmana.

#### 12.4 Takse

Zajmoprimac će platiti i, u roku od pet (5) Radnih dana od zahteva, nadoknaditi svakoj Finansijskoj strani trošak, gubitak ili obavezu koja nastane za tu Finansijsku stranu u vezi sa taksama, registracijom ili sličnim Porezima koji se plaćaju po osnovu bilo kog Finansijskog dokumenta.

#### 12.5 PDV

- (a) Svi iznosi izraženi kao plativi prema Finansijskom dokumentu od bilo koje Strane Finansijskoj strani koji (u celosti ili delimično) čine nadoknadu za svrhe PDV će se smatrati da isključuju PDV koji se naplaćuje na isporuku i, shodno, u skladu sa stavom (b) ispod, ako se PDV plaća ili počne da plaća na bilo koju isporuku koju Finansijska strana obezbedi nekoj Strani po osnovu Finansijskog dokumenta, i od te Finansijske strane se traži da opravda PDV kod relevantnih poreskih organa, ta Strana će platiti Finansijskoj strani (pored i istovremeno sa plaćanjem bilo koje druge naknade za takve isporuke) iznos koji je jednak iznosu PDV (i ta Finansijska strana će odmah dostaviti odgovarajuću potvrdu o PDV toj Strani).
- (b) Ako se PDV naplaćuje ili postaje naplativ na bilo koju isporuku koju izvrši bilo koja Finansijska strana ("**FS Dobavljač**") bilo kojoj drugoj Finansijskoj strani ("**Primalac**") prema Finansijskom dokumentu i bilo koja Strana osim Primaoca

- ("Relevantna strana") je dužna prema uslovima bilo kog Finansijskog dokumenta da plati iznos jednak nadoknadi za tu isporuku FP Dobavljaču (umesto da se od njega traži da nadoknadi ili obešteti Primaoca u vezi sa tom nadoknadom):
- (i) (kada je FS Dobavljač lice koje je dužno da nadležnom poreskom organu obračunava PDV), ta Relevantna strana će takođe platiti FS Dobavljaču (istovremeno sa plaćanjem tog iznosa) iznos jednak iznosu tog PDV. Primalac će (gde se ovaj stav (i) primenjuje) odmah platiti Relevantnoj strani iznos jednak kreditu ili povraćaju koji je Primalac primio 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 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.
- (c) U slučaju kada je Finansijskim dokumentom predviđeno da Strana plati ili nadoknadi Finansijskoj strani troškove ili izdatke, ta Strana će platiti ili nadoknaditi (u zavisnosti od slučaja) toj Finansijskoj strani celokupan iznos tih troškova ili izdataka, uključujući deo koji predstavlja PDV, osim ako ta Finansijska strana razumno odredi da ima pravo na kredit ili povraćaj tog PDV od strane relevantnog poreskog organa.
- (d) U vezi sa bilo kojom isporukom Finansijske strane bilo kojoj Strani prema Finansijskom dokument, ukoliko ta Finansijska strana to razumno zatraži, ta Strana mora odmah da dostavi toj drugoj Finansijskoj strani detalje o PDV registraciji i sve druge informacije koje se mogu razumno zatražiti u vezi sa obavezama oko PDV izveštavanja u vezi sa tom isporukom.

# 12.6 FATCA informacije

- (a) U skladu sa stavom (c) u daljem tekstu, svaka Strana će u roku od deset (10) Radnih dana od razumnog zahteva druge Strane:
  - (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 obrasce, dokumentaciju i druge informacije koji se odnose na njen status koje ta druga Strana može razumno zahtevati za potrebe poštovanja te druge Strane obaveza u skladu sa bilo kojim drugim zakonom, propisom ili režimom za razmenu informacija.

- (b) Ukoliko Strana potvrdi drugoj Strani u skladu sa stavom (a)(i) iznad 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 u razumno kratkom roku.
- (c) Stav (a) iznad ne obavezuje bilo koju Finansijsku stranu da uradi bilo šta i stav (a)(iii) iznad 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 (ii) iznad (uključujući, za potrebe izbegavanja svake sumnje, kada se stav (c) iznad primenjuje), onda će se ta Strana smatrati, za potrebe Finansijskih dokumenata (i plaćanja po osnovu njih) kao da nije Strana izuzeta od FATCA do onog trenutka kada predmetna Strana dostavi zatražene potvrde, obrasce, dokumentaciju ili druge informacije.
- (e) Ako je Zajmoprimac poreski obveznik SAD ili Agent kreditnog aranžmana razumno veruje da njegove obaveze prema FATCA ili bilo kom drugom važećem zakonu ili propisu to zahtevaju, svaki Zajmodavac će, u roku od trideset (30) dana od:
  - (i) datuma ovog Ugovora, kada je Zajmoprimac poreski obveznik SAD i konkretan Zajmodavac je Prvobitni zajmodavac;
  - (ii) Datuma stupanja na snagu, kada je Zajmoprimac poreski obveznik SAD i konkretan Zajmodavac je Prvobitni zajmodavac;
  - (iii) Datuma prenosa, kada je Zajmoprimac poreski obveznik SAD na Datum prenosa, a konkretan Zajmodavac je Novi zajmodavac;
  - (iv) Datuma zahteva Agenta kreditnog aranžmana, kada Zajmoprimac nije poreski obveznik SAD,

dostaviti Agentu kreditnog aranžman:

- (A) potvrdu o odbitku na obrascu W-8, obrascu W-9 ili bilo kom drugom relevantnom obrascu; ili
- (B) bilo koju izjavu o odbitku poreza ili drugi dokument, ovlašćenje ili odricanje koje Agent kreditnog aranžmana može zahtevati kako bi potvrdo ili utvrdo status tog Zajmodavca prema FATCA ili drugom zakonu ili propisu.

#### 12.7 FATCA odbitak i bruto porez Zajmoprimca

(a) Ako se od Zajmoprimca zahteva da izvrši FATCA odbitak, Zajmoprimac će izvršiti taj FATCA odbitak i bilo koje plaćanje koje je potrebno u vezi sa tim FATCA odbitkom u vremenskom roku i u minimalnom iznosu koji zahteva FATCA.

- (b) Ako Zajmoprimac treba da izvrši FATCA odbitak, iznos plaćanja od strane Zajmoprimca biće povećan na iznos koji (nakon izvršenja bilo kakvog FATCA odbitka) ostavlja iznos jednak plaćanju koje bi dospelo da nije bio potreban FATCA odbitak.
- (c) Zajmoprimac će odmah, nakon što bude upoznat da mora da izvrši FATCA odbitak (ili ukoliko ima bilo kakve promene stope ili osnovice za taj FATCA odbitak) o tome obavestiti Agenta kreditnog aranžmana. Slično tome, Finansijska strana će obavestiti Agenta kreditnog aranžmana kada sazna o plaćanju prema toj Finansijskoj strani. Ako Agent kreditnog aranžmana primi takvo obaveštenje od Finansijske strane, o tome će obavestiti Zajmoprimca.
- (d) U roku od pet (5) Radnih dana od izvršenja FATCA odbitka ili traženog plaćanja u vezi sa FATCA odbitkom, Zajmoprimac će dostaviti Agentu kreditnog aranžmana za Finansijsku stranu koja ima pravo na plaćanje zadovoljavajući dokaz za tu Finansijsku stranu da je izvršen FATCA odbitak ili (ako je primenjivo) izvršeno plaćanje relevantnom državnom ili poreskom organu.

#### 12.8 FATCA odbitak Finansijske strane

- (a) Svaka Finansijska 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 tim FATCA odbitkom i neće se zahtevati od bilo koje Finansijske strane da poveća bilo koje plaćanje u vezi sa kojim izvrši FATCA odbitak ili da na drugi način izvrši kompenzaciju primaocu plaćanja za taj FATCA odbitak. Finansijska strana koja postane svesna da mora izvršiti FATCA odbitak u vezi sa plaćanjem drugoj Strani (ili da je nastala promena stope ili osnovice takvog FATCA odbitka) obavestiće tu Stranu i Agenta kreditnog aranžmana.
- (b) Ako se od Agenta kreditnog aranžmana zahteva da izvrši FATCA odbitak u vezi sa plaćanjem Strani kreditnog aranžmana prema Klauzuli 28.2 (Distributions by the Facility Agent and Sinosure Agent) koja se odnosi na plaćanje Zajmoprimca, iznos plaćanja koji duguje Zajmoprimac će biti povećan na iznos koji (nakon što Agent kreditnog aranžmana izvrši takav FATCA odbitak), ostavlja Agentu kreditnog aranžmana iznos jednak uplati koju bi Agent kreditnog aranžmana izvršio da nije bio potreban FATCA odbitak.
- (c) Agent kreditnog aranžmana će odmah, nakon što bude upoznat da mora da izvrši FATCA odbitak u vezi sa plaćanjem Strani kreditnog aranžmana prema Klauzuli 28.2 (Raspodela od strane Agenta kreditnog aranžmana i Sinosure agenta) koja se odnosi na plaćanje Zajmoprimca (ili ukoliko ima bilo kakve promene stope ili osnovice za taj FATCA odbitak) obavestiti Zajmoprimca i konkretnu Finansijsku stranu.
- (d) Zajmoprimac će (u roku od tri (3) Radna dana od zahteva Agenta kreditnog aranžmana) platiti Finansijskoj strani iznos koji je jednak gubitku, obavezi ili trošku koji ta Finansijska strana odredi da će biti ili da je (direktno ili indirektno) pretrpljena od te Finansijske strane kao posledica izvršenog FATCA odbitka druge Finansijske strane u odnosu na plaćanje koje se duguje ovoj Strani prema Finansijskom dokumentu. Ovaj stav se neće primenjivati u meri u kojoj se gubitak, obaveza ili trošak nadoknađuje povećanom isplatom u skladu sa stavom (b) iznad.

- (e) Finansijska strana koja potražuje ili namerava da potražuje u skladu sa stavom (d) iznad odmah će obavestiti Agenta kreditnog aranžmana o FATCA odbitku koji će dovesti ili je doveo do nastanka potraživanja, nakon čega će Agent kreditnog aranžmana obavestiti Zajmoprimca.
- (f) Finansijska strana mora da, po prijemu uplate Zajmoprimca prema ovoj Klauzuli, o tome obavesti Agenta kreditnog aranžmana.

#### 12.9 Poreski kredit i FATCA

Ukoliko Zajmoprimac izvrši FATCA uplatu i konkretna Finansijska strana (isključujući svakog Zajmodavca osim Prvobitnog zajmodavca) utvrdi:

- (a) da se Poreski kredit može pripisati uvećanom plaćanju čiji deo čini ta FATCA uplata, toj FATCA uplati ili tom FATCA odbitku usled čega je ta FATCA uplata bila potrebna; i
- (b) da je ta Finansijska strana dobila, iskoristila i zadržala taj Poreski kredit,

Finansijska strana će platiti Zajmoprimcu iznos za koji ta Finansijska strana utvrdi da će je ostaviti (nakon plaćanja) u istoj poziciji nakon oporezivanja u kojoj bi bila da se od Zajmoprimca nije zahtevalo FATCA plaćanje.

# 13. POVEĆANI TROŠKOVI

#### 13.1 Povećani troškovi

- (a) U skladu sa Klauzulom 13.3 (*Izuzeća*) Zajmoprimac će, u roku od dvadeset (20) Radnih dana od zahteva Agenta kreditnog aranžmana, platiti na ime Finansijske strane iznos Povećanih troškova koji nastanu za tu Finansijsku stranu ili neku od njenih Filijala kao posledica (i) uvođenja ili izmene (ili tumačenja, upravne procedure ili primene) zakona ili propisa; ili (ii) usklađivanja sa zakonom ili propisom donetim nakon datuma ovog Ugovora; ili (iii) sprovođenja ili primene ili usaglašavanja sa Bazel III, CRD IV ili CRR ili bilo kojim drugim zakonom ili propisom koji sprovodi ili primenjuje Bazel III, CRD IV ili CRR.
- (b) Za potrebe ovog Ugovora "Povećani troškovi" označavaju:
  - (i) smanjenje stope prinosa od Kreditnog aranžmana ili na ukupni kapital Finansijske strane (ili njene Filijale);
  - (ii) dodatne ili povećane troškove; ili
  - (iii) smanjenje dospelog i plativog iznosa prema Finansijskom dokumentu,

koji nastanu ili koje pretrpi Finansijska strana ili neka od njenih Filijala pod uslovom da se može pripisati toj Finansijskoj strani koja je pristupila Angažovanim sredstvima ili finansiranju ili izvršavanju obaveza prema Finansijskom dokumentu.

#### (c) "Bazel III" označava:

(i) sporazum o zahtevima u pogledu visine kapitala, koeficijenata zaduženosti i likvidnosti koji su sadržani u "Bazel III: Globalni regulatorni okvir za otpornije banke i bankarske sisteme" "Bazel III: Međunarodni okvir za merenje izloženosti riziku likvidnosti i standarde i

- monitoring ovog rizika" i "Smernicama za nacionalne vlasti koje uvode kontraciklični kapitalni amortizer" koje je objavio Bazelski komitet za superviziju banaka u decembru 2010. godine, uključujući izmene, dopune ili dorade;
- (ii) pravila za globalno sistemski značajne banke sadržane u dokumentu "Globalno sistemski značajne banke: metodologija za utvrđivanje i dodatni zahtevi za apsorpciju gubitaka tekst sa pravilima" koji je objavio Bazelski komitet za superviziju banaka u novembru 2011. godine, uključujući izmene, dopune ili dorade;
- (iii) sve dalje smernice i standarde koje je objavio Bazelski komitet za superviziju banaka u vezi sa Bazelom III.
- "CRD IV" označava Direktivu 2013/36/EU od 26. juna 2013. godine o pristupanju delatnostima kreditnih institucija i prudentnom nadzoru nad kreditnim institucijama i investicionim društvima, kojom se menja Direktiva 2002/87/EC i ukidaju Direktive 2006/48/EC i 2006/49/EC.
- "CRR" označava Uredbu (EU) br. 575/2013 od 26. juna 2013. godine o prudentnim zahtevima za kreditne institucije i investiciona društva kojom se menja Uredba (EU) br. 648/2012.

#### 13.2 Potraživanja po osnovu povećanih troškova

- (a) Finansijska strana koja namerava da ostvari potraživanje u skladu sa Klauzulom 13.1 (*Povećani troškovi*) obavestiće Agenta kreditnog aranžmana o slučaju koji dovodi do nastanka potraživanja, nakon čega će Agent kreditnog aranžmana odmah obavestiti Zajmoprimca.
- (b) Svaka Finansijska strana će, čim bude izvodljivo po zahtevu Agenta kreditnog aranžmana, dostaviti potvrdu o iznosu njenih Povećanih troškova.

#### 13.3 Izuzeća

- (a) Klauzula 13.1 (*Povećani troškovi*) se ne primenjuju ukoliko se Povećani troškovi:
  - (i) mogu pripisati Poreskom odbitku koji Zajmoprimac treba da izvrši po zakonu;
  - (ii) mogu pripisati FATCA odbitku koji se potražuje od Finansijske strane;
  - (iii) kompenzovani u skladu sa Klauzulom 12.3 (*Poreska refundacija*) (ili bi bili kompenzovani u skladu sa Klauzulom 12.3 (*Poreska refundacija*) ali nisu kompenzovani samo zbog primene izuzeća navedenih u stavu (b) Klauzule 12.3 (*Poreska refundacija*); ili
  - (iv) mogu pripisati namernom kršenju bilo kog zakona ili propisa od strane konkretne Finansijske strane ili njenih Filijala.
- (b) U ovoj Klauzuli 13.3, pozivanje na "**Poreski odbitak**" ima isto značenje koje mu je dato u Klauzuli 12.1 (*Definicije*).

# 14. DRUGA OBEŠTEĆENJA

## 14.1 Obeštećenje za kursne razlike

- (a) Ukoliko bilo koji iznos koji Zajmoprimac duguje prema Finansijskim dokumentima ("Iznos"), ili na osnovu naloga, presude ili odluke datih ili donetih u vezi sa Iznosom, mora da se konvertuje iz valute ("Prva valuta") u kojoj je taj Iznos plativ u drugu valutu ("Druga valuta") za svrhu:
  - (i) sastavljanja ili podnošenja tužbe ili dokaza protiv Zajmoprimca;
  - (ii) dobijanja ili sprovođenja naloga, presude ili odluke u vezi sa parničnim ili arbitražnim postupkom,

Zajmoprimac će kao nezavisnu obavezu, u roku od tri (3) Radna dana od zahteva, refundirati svakoj Finansijskoj strani kojoj duguje taj Iznos za trošak, gubitak ili obavezu koja nastaje iz ili kao posledica konverzije uključujući odstupanja između (A) deviznog kursa koji se koristi za konvertovanje tog Iznosa iz Prve valute u Drugu valutu; i (B) deviznog kursa dostupnog tom licu u vreme prijema tog Iznosa.

(b) Zajmoprimac se odriče prava koje ima u bilo kojoj jurisdikciji da plati iznos prema Finansijskim dokumentima u valuti ili valutnoj jedinici osim u onoj u kojoj je izraženo za plaćanje.

## 14.2 Druga obeštećenja

Zajmoprimac će, u roku od petnaest (15) Radnih dana od zahteva, obešteti svaku Finansijsku stranu za sve troškove, gubitke ili obaveze koji nastaju za tu Finansijsku stranu kao rezultat:

- (a) nastupanja Slučaja neispunjenja obaveze;
- (b) neplaćanja iznosa od strane Zajmoprimca koji duguje prema Finansijskom dokumentu na datum dospeća, uključujući bez ograničenja, troškove, gubitke ili obaveze koji nastaju kao posledica Klauzule 27 (*Preraspodela između Finansijskih strana*);
- (c) finansiranja, ili sklapanja aranžmana za finansiranje, učešća u Kreditu koje zahteva Zajmoprimac u Zahtevu za korišćenje sredstava ali koje nije izvršeno zbog dejstva jedne ili više odredaba ovog Ugovora (osim iz razloga neispunjenja obaveze ili nemara te Finansijske strane);
- (d) neizvršenja prevremene otplate Kredita (ili njegovog dela) u skladu sa obaveštenjem o prevremenoj otplati dostavljenim od strane Zajmoprimca;
- (e) svakog odstupanja od datuma isplate koje je Agent kreditnog aranžmana savetovao Sionsure i u vezi plaćanja koja treba izvršiti na Datume otplate;
- (f) bilo kog postupka, istrage, sudskog poziva (ili sličnog naloga) ili parnice u vezi sa Zajmoprimcem ili u vezi sa transakcijama predviđenim ili finansiranim u skladu sa ovim Ugovorom ili bilo kojim Finansijskim dokumentom; ili
- (g) svih troškova, dažbina, naknada ili izdataka koji se povremeno plaćaju Sinosure, uključujući ali ne ograničavajući se na izdavanje, produženje ili izmene i dopune Sinosure polise.

# 14.3 Naknada troškova Agentu kreditnog aranžmana i Sinosure agentu

Zajmoprimac će nadoknaditi Agentu kreditnog aranžmana i Sinosure agentu:

- (a) troškove, gubitke ili obaveze koji nastanu za Agenta kreditnog aranžmana (koji razumno postupa) kao posledica:
  - (i) istraživanja bilo kog slučaja za koji razumno veruje da predstavlja Slučaj neispunjenja obaveza;
  - (ii) postupanja ili oslanjanja na bilo koje obaveštenje, zahtev ili instrukciju za koju razumno veruje da je istinita, tačna i primereno odobrena; ili
  - (iii) davanja instrukcija advokatima, računovođama, poreskim savetnicima, veštacima ili drugim stručnjacima, dozvoljenim u skladu sa ovim Ugovorom;
  - (iv) činjenice da su strana Sinosure polise; i
- (b) svaki iznos troškova, gubitka ili obaveza (uključujući, ali ne ograničavajući se na, nemar ili bilo koju drugu kategoriju odgovornosti) nastalih za Agenta kreditnog aranžmana (usled razloga koji nisu grubi nemar ili krajnja nepažnja tog Agenta) (ili u slučaju bilo kog troška, gubitka i obaveza u skladu sa Klauzulom 28.10 (*Disruption to payment systems etc.*) bez obzira na nemar, grubi nehat ili bilo koju drugu kategoriju odgovornosti Agenta kreditnog aranžmana, ali ne uključujući bilo koju tužbu za prevaru Agenta kreditnog aranžmana ili Sinosure agenta postupajući kao Agenta kreditnog aranžmana ili Sinosure agenta prema Finansijskim dokumentima ili Sinosure polisi.

# 15. UBLAŽAVANJE OD STRANE ZAJMODAVACA

## 15.1 Ublažavanje

- (a) Svaka Finansijska strana će, uz konsultacije sa Zajmoprimcem, preduzeti sve razumne korake za ublažavanje okolnosti koje nastanu ili koje bi rezultirale time da neki iznos postane plativ prema ili u skladu sa, ili otkazan u skladu sa Klauzulom 7.1 (*Nezakonitost*), Klauzulom 12 (*Bruto porezi i refundacija*) ili Klauzulom 13 (*Povećani troškovi*), uključujući (ali ne ograničavajući) prenošenje njenih prava i obaveza prema Finansijskim dokumentima na drugu Filijalu ili Kancelariju kreditnog aranžmana.
- (b) Stav (a) iznad ni na koji način ne ograničava obaveze Zajmoprimca prema Finansijskim dokumentima.

#### 15.2 Ograničenje odgovornosti

- (a) Zajmoprimac će odmah refundirati svakoj Finansijskoj strani sve troškove i izdatke koji razumno nastanu za tu Finansijsku stranu kao posledica koraka koje je preduzela u skladu sa Klauzulom 15.1 (*Ublažavanje*).
- (b) Finansijska strana nije u obavezi da preduzme bilo koje korake definisane u stavu 15.1 (*Ublažavanje*) ukoliko će, po mišljenju te Finansijske strane (postupajući razumno), usled toga imati štetu.

#### 16. TROŠKOVI I IZDACI

## 16.1 Izdaci po osnovu transakcije

Zajmoprimac će u roku od petnaest (15) Radnih dana od prijema pisanog zahteva platiti svakoj Finansijskoj strani i Sinosure agentu iznos svih troškova i izdataka (uključujući pravne troškove) koji nastaju za tu Finansijsku stranu ili Sinosure agenta (uključujući troškove i izdatke za Sinosure za koje su ta Finansijska strana ili Sinosure agent odgovorni) u vezi sa pregovorima, pripremom, štampanjem, izvršenjem i potpisivanjem:

- (a) ovog Ugovora i bilo kojih drugih dokumenata koji se pominju u ovom Ugovoru (računajući i Sinosure polisu); i
- (b) svih drugih Finansijskih dokumenata potpisanih nakon datuma ovog Ugovora.

#### 16.2 Troškovi izmena i dopuna

Ukoliko se zahteva ili traži izmena i dopuna, odricanje ili saglasnost, Zajmoprimac će u roku od petnaest (15) Radnih dana od pisanog zahteva, platiti svakoj Finansijskoj strani ili Sinosure agentu iznos svih troškova i izdataka (uključujući pravne troškove) koji za tu Finansijsku stranu ili Sinosure agenta nastanu (uključujući troškove i izdatke za Sinosure za koje su ta Finansijska strana ili Sinosure agent odgovorni) iz procene, pregovaranja ili postupanja u skladu sa tim zahtevom.

#### 16.3 Troškovi sprovođenja

Zajmoprimac će u roku od petnaest (15) Radnih dana od pisanog zahteva, platiti svakoj Finansijskoj strani iznos svih troškova i izdataka (uključujući pravne troškove) koje je snosila ta Finansijska strana (uključujući troškove i izdatke Sinosure za koje je ta Finansijska strana odgovorna) u vezi sa registracijom, taksama, sprovođenjem ili očuvanjem bilo kog prava prema Finansijskom dokumentu ili Sinosure polisi.

#### 17. IZJAVE

Zajmoprimac izjavljuje i garantuje svakoj Finansijskoj strani na datum ovog Ugovora kako je definisano u ovoj Klauzuli 17.

#### 17.1 Status

- (a) Suverena je država i ima ovlašćenja da tuži i bude tužena u svoje ime, uključujući pred bilo kojim sudom i/ili arbitražom koji može biti nadležan u skladu sa Finansijskim dokumentima.
- (b) Ima pravo da poseduje imovinu i da preuzima i izvršava svoje obaveze u skladu sa Finansijskim dokumentima.
- (c) Ministar finansija Republike Srbije zakonski je ovlašćen i nadležan da sklopi transakcije predviđene Finansijskim dokumentima u ime i za račun Zajmoprimca.
- (d) Nije FATCA FFI ni poreski obveznik SAD.

#### 17.2 Obavezujuće odredbe

Navedene obaveze koje se preuzimaju prema svakom Finansijskom dokumentu, podložne svim opštim principima propisa kojima se ograničavaju obaveze i koje su

konkretno navedene u pravnom mišljenju dostavljenom u skladu sa Klauzulom 4 (*Uslovi korišćenja*) su zakonite, validne, obavezujuće i sprovodive obaveze.

# 17.3 Nesuprotnost sa drugim obavezama

Stupanje na snagu i izvršenje Finansijskih dokumenata, kao i transakcija koje su njima predviđene, nije i neće biti u suprotnosti sa:

- (a) bilo kojim zakonom ili propisom koji se na njih primenjuje;
- (b) Ustavom Republike Srbije ili konstitutivnim aktima bilo koje državne institucije Republike Srbije; ili
- (c) bilo kojim ugovorom, hipotekom, obveznicom, odlukom, arbitražnom odlukom ili drugim instrumentom međunarodnog sporazuma ili ugovora, uključujući i one sa MMF ili Svetskom bankom, čiji je Zajmoprimac ili državna agencija član ili koje su obavezujući za njih ili njihovu imovinu, pri čemu, u svakom slučaju, takva suprotnost predstavlja ili bi mogla da predstavlja neispunjenje obaveza ili razlog za raskid ugovora (kao što je opisano) u skladu sa svakim takvim ugovorom ili instrumentom.

#### 17.4 Punomoćje i ovlašćenje

Zajmoprimac ima puno pravo da stupa, sprovodi i izvršava i preuzeo je sve neophodne radnje za dobijanje ovlašćenja za zaključivanje, sprovođenje i ispunjenje Finansijskih dokumenata u kojima je strana kao i transakcija sadržanih u tim Finansijskim dokumentima.

#### 17.5 Validnost i prihvatljivost dokaza

Sva Ovlašćenja potrebna i tražena:

- (a) kako bi se omogućilo Zajmoprimcu da zakonito stupi, ostvaruje svoja prava i postupa u skladu sa obavezama iz Finansijskih dokumenata u kojima je strana;
- (b) kako bi se omogućilo da su obaveze za koje se u Finansijskih dokumenata navodi da će biti preuzete od strane Zajmoprimca zakonite, obavezujuće i sprovodive; i
- (c) kako bi se obezbedilo da su Finansijska dokumenta u kojima je strana prihvatljiva kao dokaz u Republici Srbiji,

su dobijena ili potpisana i poseduju punu pravnu snagu.

## 17.6 Merodavno pravo i izvršenje

- (a) Izbor engleskog prava kao merodavnog prava za potrebe Finansijskih dokumenata biće priznat i izvršen u Srbiji.
- (b) Svaka presuda vezana za Finansijski dokument doneta u jurisdikciji merodavnog prava tog Finansijskog dokumenta i svaka arbitražna odluka doneta u vezi sa Finansijskim dokumentom u sedištu arbitražnog suda navedenog u tom Finansijskom dokumentu biće priznata i sprovedena u Srbiji

#### 17.7 Odbitak poreza

U skladu sa propisima Republike Srbije, nije potrebno vršiti Poreske odbitke (kao što je definisano Klauzulom 12.1 (*Definicije*)) za bilo koje plaćanje koje se vrši prema bilo kom Finansijskom dokumentu, osim Poreskog odbitka koji se plaća u skladu sa Zakonom o porezu na dobit pravnih lica u Srbiji.

#### 17.8 Bez administrativnih taksi

Nije neophodno da se Finansijska dokumenta podnose, evidentiraju ili zavode kod suda ili drugog organa u datoj jurisdikciji niti je potrebno plaćanje taksenih marki, taksi vezanih za registraciju ili sličnih taksi na ili u vezi sa Finansijskim dokumentima ili transakcijama predviđenim tim Finansijskim dokumentima.

# 17.9 Bez neispunjenja obaveza

- (a) Nijedan slučaj neispunjenja obaveze ne traje niti bi se razumno moglo očekivati da će biti posledica Korišćenja sredstava.
- (b) Nijedan drugi događaj ili okolnost nije nerešena koja predstavlja neispunjenje obaveza prema bilo kom drugom sporazumu ili instrumentu koji je obavezujući za njega ili bilo koju od njegovih Filijala ili kojima je podložna njegova imovina, a koji bi mogao imati Materijalno negativni efekat.

## 17.10 Bez obmanjujućih informacija

- (a) Sve činjenične informacije koje dostavi Zajmoprimac ili Korisnici kredita, su istinite i tačne u svim materijalnim aspektima na datum kada su dostavljene ili na datum (ukoliko je primenjivo) kada su navedene i nisu obmanjujuće ni po kom osnovu.
- (b) Ništa se nije dogodilo od niti je izostavljeno iz bilo koje činjenične informacije i nijedna informacija nije data ili zadržana što bi dovelo do toga da su informacije dostavljene Zajmodavcima pre datuma ovog Ugovora neistinite ili obmanjujuće u bilo kom materijalnom pogledu.

#### 17.11 Rangiranje po principu pari passu

Obaveze plaćanja prema Finansijskim dokumentima rangiraju se minimum *pari passu* sa potraživanjima svih drugih neobezbeđenih i nepodređenih poverilaca, osim obaveza koje su obavezne u skladu sa odredbama zakona na dan ove izjave i, u slučaju Zajmoprimca, biće naplative iz javnih prihoda i druge imovine Zajmoprimca.

# 17.12 Bez postupaka

- (a) Nijedan parnični, arbitražni, administrativni ili istražni postupak pred bilo kojim sudom, arbitražnim telom ili agencijom, za koji bi se, u slučaju negativne presude, moglo opravdano očekivati da će imati Materijalno negativan efekat nije pokrenut niti postoji pretnja od pokretanja (po najboljem saznanju i uverenju) protiv bilo koje državne institucije Srbije ili protiv svakog Korisnika kredita.
- (b) Nijedna odluka ili presuda suda, arbitražnog, ili bilo kog drugog suda i nijedna presuda niti sankcija bilo kog državnog ili drugog regulatornog tela za koji bi se razumno moglo očekivati da ima Materijalno negativan efekat (prema

najboljem saznanju i uverenju) nije doneta protiv Zajmoprimca, njegove imovine, bilo koje državne institucije Srbije ili protiv Korisnika kredita.

## 17.13 Materijalno negativan efekat

Nije došlo do bilo kakvog događaja niti okolnosti koje imaju ili bi se razumno moglo očekivati da imaju Materijalno negativni efekat.

# 17.14 Ograničenja budžeta i zaduživanja

- (a) Svi iznosi koje Zajmoprimac plaća prema Finansijskim dokumentima su (za one koji se plaćaju u 2024. godini) u okviru budžeta koji je odobrila Republika Srbija za 2024 Finansijsku godinu ili će biti (za one koji se plaćaju nakon 2024. godine) u okviru budžeta koji odobri Republika Srbija za svaku narednu Finansijsku godinu sve dok se Kreditni aranžman u potpunosti i neopozivo ne isplati.
- (b) Svi krediti i garancije u skladu sa budžetima odobrenim u skladu sa stavom (a) iznad su u granicama (ako ih ima) koje su postavili MMF, Svetska banka i primenjivi međunarodni ugovori, a MMF ili Svetska banka se nisu protivili na zaduživanje prema Finansijskim dokumentima

# 17.15 Finansijske informacije

- (a) Sve pisane informacije (uključujući bilo koju elektronsku komunikaciju) koje je Zajmoprimac dostavio Agentu kreditnog aranžmana ili bilo kojoj Finansijskoj strani u vezi sa Finansijskim Dokumentima i Projektom su istinite, potpune i tačne u svim materijalnim aspektima i Zajmoprimac nije upoznat ni sa kakvim materijalnim činjenicama ili okolnostima koje nisu saopštene Agentu kreditnog aranžmana i koje bi mogle, ako budu otkrivene, negativno uticati na odluku lica koja razmatra da li da obezbedi finansijska sredstva Zajmoprimcu.
- (b) Do svih budžetskih podataka i projekcija dostavljenih Agentu kreditnog aranžmana došlo se nakon pažljivog razmatranja i pripremljeni su u dobroj nameri na osnovu nedavnih istorijskih informacija i na osnovu pretpostavki koje su bile razumne na dan kada su pripremljene i dostavljene.

# 17.16 Bez neželjenih posledica

- (a) Nije neophodno prema zakonima Republike Srbije:
  - (i) radi omogućavanja bilo kojoj Finansijskoj strani da ostvari svoja prava prema bilo kom Finansijskom dokumentu; ili
  - (ii) radi potpisivanja bilo kog Finansijskog dokumenta ili ispunjenja obaveza prema bilo kom Finansijskom dokumentu,

da bilo koja Finansijska strana da bude licencirana, kvalifikovana ili na bilo koji drugi način ovlašćena za obavljanje poslova u Republici Srbiji.

(b) Nijedna Finansijska strana nije niti će se smatrati da je rezident, da ima prebivalište ili da posluje u Republici Srbiji samo zbog potpisivanja, ispunjenja i/ili izvršenja bilo kog Finansijskog dokumenta.

#### 17.17 Bez kršenja zakona

Ni Zajmoprimac niti Korisnik kredita nisu prekršili ni jedan zakon niti propis čije kršenje ima ili se razumno može očekivati da ima Materijalno negativan efekat.

#### 17.18 Usklađenost sa zahtevima vezanim za životnu sredinu

- (a) Zajmoprimac, Korisnik kredita, a u vezi Linije 1 (Faza 1) Projekta beogradskog metroa, Dobavljač, su usklađeni sa odredbama Klauzule 19.3 (*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) Koliko mu je poznato (nakon što je sproveo sve primerene analize), Zajmoprimac nije propustio da Agentu kreditnog aranžmana dostavi sve relevantne izveštaje i informacije u vezi sa Zahtevima životne i društvene sredine i nije propustio da Agentu kreditnog aranžmana dostavi informacije koje poseduje koje se odnose na Životnu sredinu i koje, da su bile dostavljene, rezultirale bi materijalno netačnim ili nepotpunim izveštajem, istragom, revizijom ili procenom u oblasti životne sredine i socijalnih pitanja i sve informacije koje je Agent kreditnog aranžmana dostavio su (nakon što je sproveo sve primerene analize) tačne i ažurne.
- (c) Nisu pokrenute niti su u toku Tužbe za životnu i društvenu sredinu niti je verovatno da će do njih doći protiv Zajmoprimca ili Korisnika kredita koje se odnose na ili su u vezi sa Linijom 1 (Faza 1) Projekta beogradskog metroa i, nakon što je obavio sve primerene analize, Zajmoprimac nema saznanja da se sprema bilo koja Tužba za životnu i društvenu sredinu protiv Zajmoprimca ili Korisnika kredita po pitanju ili u vezi sa Linijom 1 (Faza 1) Projekta beogradskog metroa uz izuzetak, u oba slučaja, onih koje su neosnovane ili zlonamerne i za koje se opravdano veruje da će biti odbačene, obustavljene ili odbijene u roku od šezdeset (60) dana od dana pokretanja.
- (d) Nema Istraga u oblasti životne i društvene sredine koje se sprovode ili su u toku.
- (e) Linija 1 (Faza 1) Projekta beogradskog metroa je u svakom trenutku u skladu, trenutno je u skladu i nastaviće tokom svih faza izgradnje i rada da bude u skladu sa svim važećim Zahtevima za životnu i društvenu sredinu i dobio je sve neophodne Dozvole u oblasti životne i društvene sredine, ispunio sve uslove sadržane u tim dozvolama i usaglasio se sa njima.

#### 17.19 Pravila o javnim nabavkama

- (a) U meri u kojoj su bilo koja pravila o javnim nabavkama u Srbiji primenljiva na Zajmoprimca u vezi sa njegovim sklapanjem i ostvarivanjem njegovih prava i izvršavanjem obaveza prema Finansijskim dokumentima, takva pravila o javnim nabavkama se poštuju od strane relevantnih organa u Srbiji ili su ih se oni neopozivo i bezuslovno odrekli.
- (b) Po svom najboljem saznanju i uverenju, sva pravila o javnim nabavkama u Srbiji kojima podleže realizacija prava i obaveza Korisnika kredita prema Komercijalnom ugovoru ispoštovana su od strane relevantnih organa u Srbiji ili su ih se oni odrekli neopozivo i bezuslovno.

#### 17.20 Bez imuniteta

U bilo kom postupku koji se vodi u Srbiji vezano za Finansijska dokumenta, Zajmoprimac neće imati pravo da zahteva za sebe ili svoju imovinu imunitet od izvršenja, zaplene ili drugog pravnog postupka, osim za bilo koju od sledeće imovine u vlasništvu Zajmoprimca:

- (a) "prostorije diplomatskog predstavništva" kako je definisano Bečkom konvencijom o diplomatskim odnosima koja je potpisana 1961. godine;
- (b) "konzularne prostorije" kako je definisano Bečkom konvencijom o konzularnim odnosima potpisanom 1963. godine;
- (c) imovina kojom se ne može trgovati;
- (d) vojna imovina ili vojna sredstva, ili objekti, oružje i oprema namenjeni odbrani, državnoj i javnoj bezbednosti;
- (e) potraživanja čije je ustupanje zakonom ograničeno;
- (f) prirodni resursi, predmeti za opštu upotrebu, mreže u javnom vlasništvu, rečni baseni i vodni objekti u javnom vlasništvu, zaštićena prirodna baština u javnom vlasništvu, kao i kulturna baština 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) akcije i udele države, autonomne pokrajine ili lokalne samouprave u kompanijama i javnim preduzećima, osim ako nadležna institucija ne pristane na uspostavljanje zaloge na tim akcijama i udelama;
- (i) pokretnu i nepokretnu imovinu zdravstvenih institucija, osim ako hipoteka nije uspostavljena na osnovu odluke Vlade; ili
- (j) druga imovina koja je izuzeta od izvršenja po zakonu ili međunarodnim ugovorima,

(sva takva imovina, prihodi ili vlasništvo navedenim u stavovima od (a) do (j) iznad, zajedno, definisana je kao "**Izuzeta imovina**").

## 17.21 Privatni i komercijalni akti

Svako potpisivanje Finansijskih dokumenata, i korišćenje prava i ispunjavanje obaveza prema tim Finansijskim dokumentima predstavljaće privatne i komercijalne akte, učinjene i izvršene u privatne i komercijalne svrhe.

# 17.22 Ovlašćeni potpisnici

Svako lice navedeno kao ovlašćeni potpisnik Zajmoprimca navedeno u Prilogu 2 (*Preduslovi za inicijalno korišćenje sredstava*) ovlašćeno je da potpiše Zahteve za korišćenje sredstava i druga obaveštenja za njegov račun.

#### 17.23 Zakoni o sprečavanju korupcije i Zakoni o sprečavanju pranja novca

(a) Svaki Zajmoprimac i Korisnik kredita poštuje važeće Zakone o sprečavanju korupcije i Zakone o sprečavanju pranja novca, usvojio je i održavaće i

sprovoditi politike i procedure uređene tako da osiguraju da Zajmoprimac poštuje Zakone o sprečavanju korupcije i Zakone o sprečavanju pranja novca.

# (b) Niko od:

- Zajmoprimca ili bilo kog Korisnika kredita (niti, prema njihovom najboljem saznanju i uverenju (nakon dužnog i pažljivog ispitivanja), nijedan zastupnik, direktor, zaposleni ili službenik Zajmoprimca i Korisnika kredita); niti
- (ii) (u bilo kom svojstvu u vezi sa finansiranjem Projekta ili u vezi sa Komercijalnim ugovorom) nijedna od vladinih agencija Zajmoprimca, (niti, prema njihovom najboljem saznanju i uverenju (nakon dužnog i pažljivog ispitivanja), bilo koji zastupnik, direktor, zaposleni ili službenik bilo koje vladine agencije Zajmoprimca),

nije dao ili primio, ili uputio ili ovlastio bilo koju drugu osobu da ili primi, bilo koju ponudu, plaćanje ili obećanje da će platiti, bilo kog novca, poklona ili druge stvari od vrednosti, direktno ili indirektno, za korišćenje ili korist bilo kojeg lica, gde ovo krši ili bi prekršilo, ili stvara ili bi stvorilo odgovornost za njega ili bilo koje drugo lice prema bilo kojim Zakonima o sprečavanju korupcije i Zakonima o sprečavanju pranja novca.

#### (c) Niko od:

- (i) Zajmoprimca ili bilo kog Korisnika kredita (niti prema njihovom najboljem saznanju i uverenju (nakon dužnog i pažljivog ispitivanja), bilo kog zastupnika, direktora, zaposlenog ili službenika bilo koga od Zajmoprimca i Korisnika kredita); niti
- (ii) (u bilo kom svojstvu u vezi sa finansiranjem Projekta ili u vezi sa Komercijalnim ugovorom) nijedna od vladinih agencija Zajmoprimca, (niti, prema njihovom najboljem saznanju i uverenju (nakon dužnog i pažljivog ispitivanja), bilo koji zastupnik, direktor, zaposleni ili službenik bilo koje vladine agencije Zajmoprimca),

nije pod istragom od strane bilo koje agencije, niti je strana u bilo kom postupku, u svakom slučaju u vezi sa bilo kojim Zakonima o sprečavanju korupcije i Zakonima o sprečavanju pranja novca.

# 17.24 Sankcije

- (a) Niko od Zajmoprimca ili Kupaca i prema saznanju Zajmoprimca, nijedan ministar, direktor, službenik, zaposleni ili zastupnik Zajmoprimca ili bilo koji Korisnik kredita koji će delovati u bilo kom svojstvu u vezi sa ili imati koristi od uspostavljene kreditne linije po ovom Ugovoru, nije Sankcionisano lice.
- (b) Nikakvo Korišćenje sredstava, korišćenje prihoda ili druge transakcije predviđene ovim Ugovorom neće prekršiti bilo koje primenljive Sankcije i neće se obavljati nikakvi poslovi sa Sankcionisanim licem u svrhu isplate iznosa koji se duguju bilo kojoj Strani u vezi sa Kreditom.

#### 17.25 MMF

Članica koja ima dobru reputaciju i ispunjava uslove da koristi sredstva MMF i može da povuče ili iskoristi sredstva koja su joj dostupna u okviru bilo kog programa finansiranja MMF i nijedan takav program nije otkazan ili suspendovan.

#### 17.26 Ponavljanje

Smatraće se da su tvrdnje koje se ponavljaju u Klauzulama od 17.1 (*Status*) do 17.25 (*MMF*) (uključujući i obe navedene Klauzule) date od strane Zajmoprimca (koje se odnose na činjenice i okolnosti koje su tada postojale) na Datum stupanja na snagu, datum podnošenja svakog Zahteva za korišćenje sredstava, prvog dana svakog Kamatnog perioda i svakog Datuma otplate.

#### 18. OBAVEZE INFORMISANJA

Obaveze iz Klauzule 18 ostaju na snazi od datuma ovog Ugovora sve dokle god je bilo koji iznos neizmiren po osnovu Finansijskih dokumenata ili bilo kojih Angažovanih sredstava na snazi.

#### 18.1 Budžet

Zajmoprimac će Agentu kreditnog aranžmana dostaviti, čim postanu dostupni a u svakom slučaju najkasnije do kraja svake Fiskalne godine, propise koji se odnose na budžet za tu Fiskalnu godinu u formi prihvatljivoj za Agenta kreditnog aranžmana i u dovoljnom broju primeraka za sve Zajmodavce. Zajmoprimac će dostaviti Agentu kreditnog aranžmana, čim isti postane dostupan, ali u svakom slučaju u roku od sto osamdeset (180) dana po isteku svake njegove finansijske godine, zakon kojim se odobrava budžet Republike Srbije (Zakon o budžetu Republike Srbije), za tu kalendarsku godinu, u formi koja je prihvatljiva za Agenta kreditnog aranžmana i u dovoljnom broju primeraka za Zajmodavce.

# 18.2 Druge finansijske informacije

U skladu sa zahtevima koji se odnose na poverljivost koje je Zajmoprimac dužan da poštuje u skladu sa primenljivim politikama (kako ih Srbija dosledno primenjuje na sve druge ugovorne strane iste vrste kao što su Strane kreditnog aranžmana), važećim zakonima i propisima i ugovorima koji su sklopljeni u dobroj veri, Zajmoprimac će povremeno na zahtev Agenta kreditnog aranžmana, dostaviti Agentu kreditnog aranžmana druge finansijske, statističke i opšte informacije o Zajmoprimcu i njegovim agencijama koje Agent kreditnog aranžmana može razumno zahtevati, uključujući, ali ne ograničavajući se na projekcije stavki navedenih u Klauzuli 18.1 (*Budžet*).

# 18.3 Razne informacije

Zajmoprimac će dostaviti (i obezbediće da Korisnik kredita dostavi) Agentu kreditnog aranžmana (u dovoljnom broju primeraka za sve Zajmodavce, ukoliko to Agent kreditnog aranžmana traži):

- (a) sve informacije koje se odnose na Komercijalni ugovor ili Liniju 1 (Faza 1) Projekta beogradskog metroa koje Agent kreditnog aranžmana, Zajmoprimac ili Sinosure mogu razumno povremeno zahtevati;
- (b) sva dokumenta koje je Zajmoprimac prosledio svojim kreditorima (bilo koje klase) ili poveriocima uopšte u isto vreme kada je i njima poslato;
- (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) odmah nakon što sazna, detalje svih odluka ili presuda suda, arbitražnog suda ili drugog tribunala ili bilo kojih presuda ili sankcija bilo kog vladinog ili drugog regulatornog tela donetih protiv njegove imovine, i za koje postoji razumna verovatnoća da će imati Materijalno negativan efekat;
- (e) sve izmene i dopune ili odricanja koja se odnose na Komercijalni ugovor bez odlaganja nakon izvršenja takvih izmena i dopuna ili odricanja; i
- (f) obaveštenje o svakoj promeni Ovlašćenih potpisnika, zajedno sa deponovanim potpisima u obrascu potvrde potpisane od strane Ministra finansija Republike Srbije čime se potvrđuje identitet novih Ovlašćenih potpisnika.

#### 18.4 Obaveštenje o neispunjenju obaveza

- (a) Zajmoprimac će obavestiti Agenta kreditnog aranžmana o svakom Neispunjenju obaveza (i koracima koji se preduzimaju za otklanjanje, ukoliko ih ima) odmah nakon što sazna o njegovom nastupanju.
- (b) Odmah nakon zahteva Agenta kreditnog aranžmana, Zajmoprimac će Agentu kreditnog aranžmana dostaviti potvrdu potpisanu od strane Ovlašćenog potpisnika Zajmoprimca kojom se potvrđuje da Neispunjenje obaveza više ne traje (ili ukoliko se Neispunjenje obaveza traje, navešće slučaj Neispunjenja obaveza i korake koji se preduzimaju za otklanjanje istog, ukoliko ih ima).

# 18.5 Provere "Upoznaj svog Klijenta"

- (a) Ako:
  - (i) uvođenje novog zakona ili propisa, ili neka promena u postojećem zakonu ili propisu (ili tumačenju, primeni ili sprovođenju tog zakona ili propisa) do kojeg dođe nakon datuma ovog Ugovora;
  - (ii) 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.

obavezuju Sinosure agenta, Agenta kreditnog aranžmana ili bilo kog Zajmodavca (ili, u slučaju stava (iii) iznad, 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 nisu dostupne. Zajmoprimac će odmah na zahtev Sinosure agenta, Agenta kreditnog aranžmana ili bilo kog Zajmodavca dostaviti ili osigurati dostavljanje takve dokumentacije i drugih dokaza koje zatraži Agent kreditnog aranžmana (za sebe ili u ime Sinosure agenta ili bilo kog Zajmodavca) ili Zajmodavac (za sebe, ili u slučaju opisanom u stavu (iii) iznad, za bilo kog potencijalnog novog Zajmodavca) kako bi Sinosure agent, Agent kreditnog aranžmana ili bilo koji Zajmodavac, ili u slučaju opisanom u stavu (iii) iznad, bilo koji potencijalno novi Zajmodavac sproveo i na zadovoljavajući način postupio u skladu sa neophodnim proverama "Upoznaj svog klijenta" ili drugim sličnim proverama u skladu sa svim važećim zakonima i propisima i u skladu sa transakcijama predviđenim Finansijskim dokumentima.

(b) Svaki Zajmodavac će odmah po prijemu zahteva Agenta kreditnog aranžmana dostaviti ili osigurati dostavljanje one dokumentacije i drugih dokaza koje Agent kreditnog aranžmana može opravdano zatražiti (za sebe ili u ime Sinosure agenta) kako bi Agent kreditnog aranžmana ili Sinosure agent 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 Finansijskim dokumentima i Sinosure polisom.

## 19. OPŠTE OBAVEZE

Obaveze predviđene ovom Klauzulom 19 ostaju na snazi od datuma ovog Ugovora sve dokle god je bilo koji iznos neizmiren po osnovu Finansijskih dokumenata ili bilo kojih Angažovanih sredstava na snazi.

## 19.1 Ovlašćenja

Zajmoprimac će bez odlaganja:

- (a) pribaviti, ispoštovati i učiniti sve što je potrebno za održavanje u potpunosti na snazi i važećih; i
- (b) dostaviti overene primerke Agentu kreditnog aranžmana,

svih Ovlašćenja potrebnih prema bilo kom zakonu ili propisu Republike Srbije kako bi se ispunile obaveze prema Finansijskim dokumentima i kako bi se obezbedila zakonitost, validnost, primenjivost i prihvatljivost bilo kog Finansijskog dokumenta kao dokaza u Srbiji.

#### 19.2 Usklađenost sa zakonima

Zajmoprimac će postupati po svim aspektima u skladu sa svim zakonima kojima podleže, ukoliko bi nepostupanje materijalno umanjilo njegovu sposobnost da izvršava svoje obaveze prema Finansijskim dokumentima.

#### 19.3 Obaveze životne sredine

Zajmoprimac će (i obezbediće da svaki Korisnik kredita, kao i Dobavljač na Liniji 1 (Faza 1) Projekta beogradskog metroa učine isto):

- (a) poštovati sve Zakone o zaštiti životne i društvene sredine;
- (b) pribaviti, održavati i obezbediti usklađenost sa svim Dozvolama u oblasti životne sredine i socijalnih pitanja;
- (c) sprovesti procedure u cilju praćenja usklađenosti sa Zakonima o životnoj sredini i socijalnim pitanjima i sprečiti kršenje njihovih odredbi;
- (d) ispoštovati sve relevantne Zahteve vezane za životnu sredinu i socijalna pitanja u svim materijalnim aspektima;
- ispoštovati Plan upravljanja životnom sredinom i socijalnim pitanjima i Akcioni plan u oblasti životne i društvene sredine (ESAP) tokom izgradnje i rada Linije 1 (Faza 1) Projekta beogradskog metroa, podležući svim promenama dogovorenim sa Finansijerima glavne linije ili Zajmodavcima;

- (f) dostaviti primerak Izveštaja o samo-praćenju u oblasti životne i društvene sredine najmanje na svakih šest meseci o usklađenosti Projekta sa Zahtevima u oblasti životne sredine i socijalnih pitanja nakon početka izgradnje predviđene Projektom sve dok se ne završi izgradnja predviđena Projektom;
- (g) dostaviti Agentu kreditnog aranžmana primerak:
  - (i) konačnog *Due Diligence* izveštaja o životnoj sredini i socijalnim pitanjima (ESDD);
  - (ii) konačnog Akcionog plana u oblasti životne sredine i socijalnih pitanja (ESAP); i
  - (iii) svakog Izveštaj o praćenju životne sredine i socijalnih pitanja (ukoliko ih ima),

koje priprema Konsultant za životnu i društvenu sredinu čim ti izveštaji (kao i naknadne izmene i dopune, ukoliko ih ima) postanu dostupni Finansijerima glavne linije.

(h) Zajmoprimac će dostaviti ili će učiniti da Korisnik kredita dostavi Agentu kreditnog aranžmana nacrt Plana upravljanja životnom sredinom i socijalnim pitanjima u operativnoj fazi koji sadrži procedure upravljanja u oblasti životne sredine i socijalnih pitanja najmanje šest (6) meseci pre početka Operativne faze kako bi se obezbedilo da Zahtevi vezani za životnu sredinu i socijalna pitanja budu ispunjeni i/ili kako bi se obezbedila usklađenost sa njima (ako je primenjivo) u vezi sa Operativnom fazom Linije 1 (Faza 1) Projekta beogradskog metroa.

(i)

- (i) odgovoriti na sve Incidente u oblasti životne sredine i socijalnih pitanja i druge neusaglašenosti sa Zakonima u oblasti životne sredine i socijalnih pitanja primenom Korektivnog akcionog plana (ako je primenjivo);
- (ii) odgovoriti na ispuštanje zagađivača životne sredine i drugih neusaglašenosti sa Zakonom u oblasti životne sredine i socijalnih pitanja kako to nalažu Zahtevi vezani za životnu sredinu i socijalna pitanja primenom Korektivnog akcionog plana (ako je primenjivo); i
- (iii) odgovoriti na bilo koje proteste ili izazove Liniji 1 (Faza 1) Projekta beogradskog metroa ili njegove gradnje, dozvola ili rada u skladu sa Planom upravljanja životnom sredinom i socijalnim pitanjima i Zahtevima vezanim za životnu sredinu i socijalna pitanja.

#### 19.4 Negativna zaloga

U ovoj klauzuli 19.4, "**kvaziobezbeđenje**" označava aranžman ili transakciju opisanu u stavu (d) ispod.

(a) Zajmoprimac neće, i obezbediće da svaka od njegovih vladinih agencija neće, stvoriti ili dozvoliti da postoji bilo kakvo Obezbeđenje nad Javnom imovinom, u vlasništvu ili naknadno stečenom, koje osigurava plaćanje Spoljne zaduženosti Zajmoprimca, osim ako istovremeno ili pre toga, on ili njegove agencije (ako je primenljivo) obezbeđuju Kredite jednako i po meri sa takvim

- Obezbeđenjem ili obezbeđuju takav drugi aranžman (bez obzira da li sadrži Obezbeđenje) koji je zadovoljavajući za Agenta kreditnog aranžmana.
- (b) Zajmoprimac će obezbediti da svaki Korisnik kredita neće formira ili dozvoliti da postoji bilo kakvo Obezbeđenje nad celokupnom ili bilo kojim delom svoje sadašnje i buduće imovine, imovine ili prihoda, u svakom slučaju, koji su povezani sa Projektom (uključujući robu, materijal i opremu isporučenu po Komercijalnom ugovoru i drugu imovinu koja čini deo Projekta) ili bilo koja prava Korisnika kredita prema Komercijalnom ugovoru, da obezbedi bilo kakvo Spoljno zaduženje Srbije bez prethodne pismene saglasnosti Agenta kreditnog aranžmana (koji postupa po uputstvima Većinskih zajmodavaca).
- (c) Zajmoprimac će osigurati da ni on, niti bilo koja od njegovih vladinih agencija niti bilo koji Korisnik kredita neće:
  - (i) stvoriti ili dozvoliti postojanje bilo kakvog Obezbeđenja ili Kvaziobezbeđenja nad bilo kojom imovinom koja se nalazi u okviru Projekta ili bilo kojim pravima Korisnika kredita prema Komercijalnom ugovoru; ili
  - (ii) prodati, preneti ili na drugi način raspolagati bilo kojom imovinom obuhvaćenom Projektom ili bilo kojim pravima Korisnika kredita prema Komercijalnom ugovoru.
- (d) Zajmoprimac će osigurati da ni on ni bilo koja od njegovih vladinih agencija neće:
  - (i) prodati, preneti ili na drugi način raspolagati bilo kojom svojom imovinom pod uslovima pod kojima ih Zajmoprimac ili njegove vladine agencije daju u zakup ili mogu ponovo da ih pribave;
  - (ii) prodati, preneti ili na drugi način otuđiti bilo koje od svojih potraživanja prema regresnom pravu;
  - (iii) ući u bilo kakav aranžman prema kojem se novac ili korist bankovnog ili drugog računa može primeniti, kompenzovati ili podvrgnuti kombinaciji računa; ili
  - (iv) ući u bilo koji drugi preferencijalni aranžman sa sličnim efektom,
  - u okolnostima u kojima se aranžman ili transakcija sklapaju prvenstveno kao metod za povećanje spoljne finansijske zaduženosti.
- (e) Stavovi (a), (b) i (c) iznad se ne primenjuju na bilo koje Obezbeđenje ili (u zavisnosti od slučaja) Kvaziobezbeđenje, navedeno u nastavku:
  - (i) svaki aranžman netiranja ili prebijanja koji je sklopio Zajmoprimac ili bilo koja od njegovih vladinih agencija u redovnom toku svojih bankarskih aranžmana u svrhu netiranja dugova i kredita;
  - (ii) bilo koje plaćanje ili dogovor o netiranju ili kompenzaciji u skladu sa bilo kojom hedžing transakcijom koju su sklopili Zajmoprimac i njegove vladine agencije u svrhu:
    - (A) zaštite od bilo kakvog rizika kojem je bilo koja državna agencija izložena u svom redovnom toku trgovanja; ili

 (B) svojih operacija upravljanja kamatnom stopom ili valutom koje se sprovode u redovnom toku poslovanja i samo u nespekulativne svrhe,

isključujući, u svakom slučaju, bilo koje Obezbeđenje ili Kvaziobezbeđenje u okviru aranžmana kreditne podrške u vezi sa hedžing transakcijom;

- (iii) svako zakonsko založno pravo;
- (iv) svako Obezbeđenje ili Kvaziobezbeđenje na imovini nastalo isključivo u svrhu finansiranja sticanja ili izgradnje takve imovine;
- (v) bilo koje Obezbeđenje ili Kvaziobezbeđenje koje postoji na imovini u vreme njenog sticanja;
- (vi) svako obnavljanje ili produženje bilo kog Obezbeđenja ili Kvaziobezbeđenja opisanih u stavovima od (i) do (v) iznad, pod uslovom da se glavnica obezbeđene Spoljne zaduženosti ne povećava i da je takvo obnavljanje ili produženje ograničeno na prvobitnu imovinu obuhvaćenu tim obezbeđenjem; i
- (vii) pored Obezbeđenja ili Kvaziobezbeđenja opisanih u stavovima od (i) do (vi) iznad, Obezbeđenje nad Javnom imovinom u bilo kojoj kalendarskoj godini koja ima tržišnu vrednost od 1.000.000 evra ili njenu protivvrednost u drugim valutama.

#### 19.5 Otuđenje

- Zajmoprimac će obezbediti da svaki Korisnik kredita ne proda, prenese ili raspolaže celim ili bilo kojim delom svog poslovanja ili njegovom imovinom, u svakom slučaju, koja je povezana sa Projektom (uključujući robu, materijal i opremu isporučenu prema Komercijalnom ugovoru i druga sredstva koja čine deo Projekta) ili bilo koja prava Korisnika kredita po Komercijalnom ugovoru, bilo putem jedne transakcije ili više transakcija.
- (b) Zajmoprimac neće preneti ili dozvoliti prenos bilo koje Javne imovine na bilo koju posebnu agenciju, vladino telo ili drugo pravno lice koje Zajmoprimac kontroliše direktno ili indirektno ili bilo koja od njegovih agencija (i) u cilju izbegavanja negativne zaloge iz Klauzule 19.4 (*Negativna zaloga*) ili (ii) ako bi transfer ugrozio njegovu sposobnost, ili sposobnost bilo kojeg Korisnika kredita, da izvrši svoje obaveze prema Komercijalnom ugovoru, osim:
  - (i) otuđenja u redovnom toku trgovanja;
  - (ii) otuđenja imovine (koje nije u redovnom toku trgovanja) za ukupna gotovinska plaćanja, pod uslovom da se takvo otuđenje ne odnosi ili ne utiče na bilo koju imovinu sadržanu u okviru Projekta ili bilo koje od prava Korisnika kredita prema Komercijalnom ugovoru:
  - (iii) otuđenje imovine u zamenu za drugu imovinu uporedivu ili superiornu po vrsti, vrednosti ili kvalitetu;
  - (iv) otuđivanje novca prikupljenog ili pozajmljenog u svrhu za koju je prikupljen ili pozajmljen;

- (v) otuđenje uz prethodnu pismenu saglasnost Agenta kreditnog aranžmana; i
- (vi) bilo koje drugo otuđenje u punoj vrednosti imovine, osim kada bi to otuđenje moglo imati (po mišljenju Većine Zajmodavaca) Materijalno negativan efekat.

# 19.6 Pari passu

Zajmoprimac će obezbediti da u svakom trenutku sve njegove neobezbeđene i nepodređene obaveze prema Finansijskim stranama (ili bilo kojoj od njih) u skladu sa Finansijskim dokumentima budu rangirane barem *pari passu* sa njegovim obavezama prema svim drugim neobezbeđenim i nepodređenim poveriocima, osim za takve obaveze koje su mandatorne na dan ovog Ugovora i, u slučaju Zajmoprimca, biće plative iz javnih prihoda i druge imovine Zajmoprimca.

# 19.7 Krediti i garancije

Zajmoprimac neće davati bilo kakve zajmove, odobravati bilo kakav kredit ili davati bilo kakvu garanciju ili obeštećenje (osim ako se tako zahteva bilo kojim od Finansijskih dokumenata) ili u korist bilo kog lica sa prebivalištem, koje je rezident ili ima sedište ili glavno mesto poslovanja izvan Srbije ili na drugi način dobrovoljno preuzimati bilo kakvu odgovornost, bilo stvarnu ili uslovnu, u vezi sa bilo kojom obavezom vezanu za Spoljnu zaduženost bilo kojih lica, u meri u kojoj će takav zajam, kredit, garancija ili obeštećenje imati Materijalno negativan efekat.

## 19.8 Sinosure polisa

- (a) Zajmoprimac neće preduzeti bilo kakvu radnju ili propustiti da preduzme radnju koja bi:
  - (i) dozvolila ograničila, opozvala, poništila ili ukinula Sinosure polisu; ili
  - (ii) dovela do isključenja ili zabrane plaćanja koja se primenjuju na osigurane gubitke prema Sinosure polisi.
- (b) Zajmoprimac je saglasan da, u slučaju da Agent kreditnog aranžmana obavesti Zajmoprimca da je podneo ili namerava da podnese zahtev za plaćanje u skladu sa Sinosure polisom, Zajmoprimac će:
  - (i) pomoći Finansijskim stranama u podnošenju zahteva za kompenzaciju, obeštećenje ili nadoknadu (uključujući, ali ne ograničavajući se na pružanje dokaza, dokumentacije, informacija, uverenja i drugih vidova dokaza koje može tražiti bilo koja Finansijska strana);
  - (ii) se pridržavati svih uputstava koje razumno zahteva bilo koja Finansijska strana i/ili Sinosure u vezi sa verifikacijom bilo kog potraživanja, podobnosti ili iznosa od strane bilo kog takvog lica (uključujući, ali ne ograničavajući se na pružanje dokaza, dokumentacije, informacija, uverenja i drugih vidova dokaza koje može tražiti bilo koja Finansijska strana i/ili Sinosure); i
  - (iii) bez odlaganja preduzeti sve one radnje ili sprovesti sva takva dokumenta koja Finansijska strana može zahtevati kako bi se izvršio

prenos prava i interesa te Finansijske strane na Sinosure prema Finansijskom dokumentu.

(c) Zajmoprimac se slaže i potvrđuje da na njegove obaveze prema Finansijskim dokumentima ni na koji način neće uticati Sinosure polisa. U slučaju bilo kakvog plaćanja bilo kojoj Finansijskoj strani, u skladu sa Sinosure polisom, Sinosure će, pored svih drugih prava koje ima prema Sinosure polisi ili na drugi način, imati puno pravo regresa u odnosu na Zajmoprimca za bilo koji takav iznos. Na pravo regresa Sinosure ni na koji način neće uticati bilo koji spor, tužba, ili protivtužba između Zajmoprimca i Finansijske strane ili između strana Komercijalnog ugovora.

## 19.9 Komercijalni ugovor

#### Zajmoprimac:

- (a) će obavestiti Agenta kreditnog aranžmana kada sazna o bilo kom sporu, kršenju ili nastanku slučaja više sile po Komercijalnom ugovoru, ili ako ima razumne osnove da veruje da će doći do bilo kakvog kršenja obaveza Korisnika kredita ili Dobavljača prema Komercijalnom ugovoru;
- (b) se neće saglasiti i obezbediće da se Korisnik kredita ne saglasi (bez prethodnog pisanog odobrenja Agenta kreditnog aranžmana i Sinosure agenta) sa izmenama i dopunama, varijacijama ili odricanjem od bilo kojih materijalnih uslova (uključujući, ali ne ograničavajući se na, uslove vezane za Avansno plaćanje) Komercijalnog ugovora, niti sa raskidom, poništenjem, napuštanjem ili odbacivanjem Komercijalnog ugovora; i
- (c) će obezbediti da Korisnik kredita bude usklađen u svakom trenutku sa svim obavezama iz Komercijalnog ugovora.

## 19.10 Primena FATCA propisa

Zajmoprimac će osigurati da ne podleže propisu FATCA FFI niti da postane Poreski obveznik SAD.

#### 19.11 Budžet

- (a) Zajmoprimac će uneti sve dospele i plative iznose ili iznose koji dospevaju i koji se plaćaju Finansijskim stranama prema Finansijskim dokumentima tokom jedne kalendarske godine u svoj godišnji zakon o budžetu, budžetske izveštaje ili bilo koje druge finansijske planove za tu kalendarsku godinu i obezbediće da ni u jednom trenutku neće biti ograničenja sposobnosti Zajmoprimca da ispunjava svoje obaveze prema Finansijskim dokumentima.
- (b) Zajmoprimac će zadržati sredstva potrebna za otplatu svih svojih obaveza iz prema Finansijskih dokumenata predviđenih u odobrenom budžetu Zajmoprimca za tekuću Fiskalnu godinu Zajmoprimca.

#### 19.12 MMF i IBRD

Zajmoprimac će u svakom trenutku ispunjavati svoje obaveze kao član MMF i IBRD (ili bilo kojeg pravnog sledbenika MMF ili IBRD).

# 19.13 Zakon o sprečavanju korupcije, Zakon o sprečavanju pranja novca i Zakon o sprečavanju terorizma

(a) Zajmoprimac neće koristiti i obezbediće da Korisnik kredita ne koristi, direktno ili indirektno, sredstva Kreditnog aranžmana u bilo koju svrhu kojom bi se kršio bilo koji od Zakona o sprečavanju korupcije, Zakona o sprečavanju pranja novca i Zakona o sprečavanju terorizma.

#### (b) Zajmoprimac će:

- (i) voditi svoje poslovanje u skladu sa važećim Zakonima o sprečavanju korupcije, Zakonima o sprečavanju pranja novca i Zakonima o sprečavanju terorizma; i
- (ii) održavati politike i procedure tako kreirane da promovišu i postignu usklađenost sa Zakonima o sprečavanju korupcije, Zakonima o sprečavanju pranja novca i Zakonima o sprečavanju terorizma.
- (c) Zajmoprimac neće finansirati bilo koju otplatu bilo kog Kreditnog aranžmana sredstvima koja proističu iz transakcija zabranjenih Zakonima o sprečavanju korupcije, Zakonima o sprečavanju pranja novca i Zakonima o sprečavanju terorizma, niti na bilo koji drugi način koji bi prouzrokovao da Strana prekrši odredbe Zakona o sprečavanju korupcije, Zakona o sprečavanju pranja novca i Zakona sprečavanju terorizma.

#### 19.14 Usklađenost sa Akcionim planom za životnu sredinu i socijalna pitanja (ESAP)

# (a) Zajmoprimac će:

- (i) poštovati (i osiguraće da svaka druga strana, uključujući i Korisnika kredita i Dobavljača poštuju) sve materijalne aspekte koji se donose na sve uslove, zahteve i odredbe definisane u Akcionom planu za životnu i društvenu sredinu (ESAP), u skladu sa rokovima za postizanje usklađenosti i uzimajući u obzir sve važeće zakone (uključujući primenjive Ekološke i društvene zahtevi); i
- (ii) sarađivati i obezbediti svu neophodnu pomoć Konsultantu za životnu i društvenu sredinu tokom sprovođenja i evaluacije usklađenosti sa Akcionim planom za životnu i društvenu sredinu (ESAP), a posebno tako što će Konsultantu za životnu i društvenu sredinu omogućiti tokom redovnog radnog vremena u Republici Srbiji i nakon što dostavi prethodno obaveštenje u razumnom roku, pristup svoj svojoj imovini i prostorijama, svim predstavnicima, zaposlenima, zastupnicima i drugim licima, računovodstvenim izvodima, dokumentima, kompjuterskim programima i svim drugim podacima ili informacijama koje mogu biti neophodne za kontrolu onoga što je navedeno u Akcionom planu za životnu i društvenu sredinu (ESAP).
- (b) Zajmoprimac će bez odlaganja sprovesti (i učiniće da Korisnik kredita i Dobavljač sprovedu) sve radnje koje se traže Akcionim planom za životnu i društvenu sredinu (ESAP) ili koje su u skladu sa obavezujućim preporukama koje je dao Konsultant za životnu i društvenu sredinu (uključujući i sve preporuke iz Izveštaja o praćenju životne i društvene sredine), a u svakom slučaju u rokovima navedenim u tom akcionom planu ili koje je odredio Konsultant za životnu i društvenu sredinu.

- (c) Ukoliko Zajmoprimac ne izvrši ili ne ispuni bilo koju od obaveza koje su predviđene u Klauzuli 19.3 (*Obaveze vezane za životnu sredinu*) i u ovoj Klauzuli 19.14, Zajmoprimac će (i učiniće da Korisnik kredita ili Dobavljač učine isto, ako je primenjivo):
  - (i) odmah obavestiti Agenta kreditnog aranžmana; i
  - (ii) u roku od deset Radnih dana od dana kada je obavešten ili kada je saznao o takvom propustu u izvršavanju ili ispunjenju, dostaviti 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 Dobavljač realizuje svaki takav Korektivni akcioni plan.

#### 19.15 Tužbe za životnu ili društvenu sredinu

- Zajmoprimac će bez odlaganja dostaviti (i učiniće da svaki od Korisnika kredita i svaki od ministara, zvaničnika, predstavnika, direktora, zaposlenih, službenika, državnih službenika i zastupnika Zajmoprimca dostavi), a u svakom slučaju u roku od tri Radna dana od kada sazna, Agentu kreditnog aranžmana u pisanoj formi (i) detaljne informacije o bilo kakvom materijalnom ekološkom procesu, sporu, potraživanju ili regulatornoj meri i (ii) sve činjenice ili okolnosti za koje postoji razumna verovatnoća da će dovesti do Tužbe za životnu ili društvenu sredinu koja je pokrenuta ili će biti pokrenuta protiv njega (ili njih) koja će verovatno rezultirati:
  - (i) obavezama koje premašuju 5.000.000 USD (pored zahteva za kompenzaciju radnicima);
  - (ii) značajnim kašnjenjem u odnosu na predviđeni datum završetka Projekta, ili značajnim narušavanjem rada na Liniji 1 (Faza 1) Projekta beogradskog metroa;
  - (iii) Materijalno negativnim efektom ili, u slučaju negativnog ishoda, Materijalno negativnim efektom na implementaciju ili funkcionisanje Linije 1 (Faza 1) Projekta beogradskog metroa u skladu sa Ekološkim i društvenim zahtevima; ili
  - (iv) zakonskim zahtevom koji nalaže da Zajmoprimac javno izvesti o Tužbama za životnu ili društvenu sredinu;
- (b) Zajmoprimac će naknadno predstaviti izveštaj zadovoljavajući za Agenta kreditnog aranžmana u kome se navode saznanja istrage Zajmoprimca o predmetnom događaju, kao i Korektivni akcioni plan ukoliko to zahteva Agent kreditnog aranžmana.

#### 19.16 Incidenti u oblasti životne sredine i socijalnih pitanja

(a) Nakon što dobije saznanja o incidentu, bez odlaganja će Agentu kreditnog aranžmana dostaviti detaljne podatke o incidentu u oblasti životne sredine i socijalnih pitanja.

- (b) Zajmoprimac će naknadno, u roku od 14 dana nakon što obavesti Agenta kreditnog aranžmana o događaju, predstaviti izveštaj koji je zadovoljavajući za Agenta kreditnog aranžmana, navodeći rezultate istrage takvog slučaja koju je Zajmoprimac sproveo kao i Korektivni akcioni plan ukoliko Agent kreditnog aranžmana to zahteva.
- (c) Nakon što dobije saznanja o incidentu, bez odlaganja će obavestiti Agenta kreditnog aranžmana o svim značajnim događajima koji su doveli do Zagađenja životne sredine.
- (d) Zajmoprimac će naknadno, u roku od 14 dana nakon što obavesti Agenta kreditnog aranžmana o događaju, predstaviti izveštaj koji je zadovoljavajući za Agenta kreditnog aranžmana, navodeći rezultate istrage takvog slučaja koju je Zajmoprimac sproveo, kao i Korektivni akcioni plan ukoliko Agent kreditnog aranžmana to zahteva.
- (e) Nakon što dobije saznanja o incidentu, bez odlaganja će obavestiti Agenta kreditnog aranžmana o svim značajnim događajima koji su doveli do smrtnog ishoda ili višestrukih povreda.
- (f) Zajmoprimac će naknadno, u roku od 14 dana nakon što obavesti Agenta kreditnog aranžmana o događaju, predstaviti izveštaj koji je zadovoljavajući za Agenta kreditnog aranžmana, navodeći rezultate istrage takvog slučaja koju je Zajmoprimac sproveo, kao i Korektivni akcioni plan ukoliko Agent kreditnog aranžmana to zahteva.
- (g) Nakon što dobije saznanja o incidentu, bez odlaganja će obavestiti Agenta kreditnog aranžmana u roku od pet Radnih dana o svim značajnim protestima zajednice ili radnika usmerenim protiv Linije 1 (Faza 1) Projekta beogradskog metroa koji bi mogli imati Materijalno negativan efekat na Liniju 1 (Faza 1) Projekta beogradskog metroa ili potencijalno privući pažnju lokalnih i međunarodnih medija.
- (h) Zajmoprimac će naknadno, u roku od 14 dana nakon što obavesti Agenta kreditnog aranžmana o događaju, predstaviti izveštaj koji je zadovoljavajući za Agenta kreditnog aranžmana, navodeći rezultate istrage takvog slučaja koju je Zajmoprimac sproveo, kao i Korektivni akcioni plan, ukoliko Agent kreditnog aranžmana to zahteva.

#### 19.17 Obilasci terena

- (a) Na zahtev Sinosure ili Zajmodavca, Zajmoprimac će obezbediti ili učiniti da svaki Korisnik kredita obezbedi pristup Liniji 1 (Faza 1) Projekta beogradskog metroa i organizovati obilazak terena Sinosure, Zajmodavcu ili njihovim imenovanim predstavnicima:
  - (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 Ekoloških i društvenih zahteva (osim primene Korektivnog akcionog plana), ne više od jednom u periodu od dvanaest (12) meseci.
- (b) Zajmoprimac će obezbediti da Zajmodavci, Sinosure ili njihovi imenovani predstavnici budu blagovremeno i propisno obavešteni o svakom sastanku

- nosilaca interesa ili fokus grupe ili drugim sastancima koji su deo procesa javnih konsultacija Zajmoprimca i/ili Korisnika kredita po pitanju Linije 1 (Faza 1) Projekta beogradskog metroa i da imaju pravo da im prisustvuju.
- (c) Dnevni red, obim (u skladu sa stavom (a) iznad) i vreme obilazaka utvrdiće Zajmodavci, Sinosure ili njihovi imenovani predstavnici nakon konsultacija sa Zajmoprimcem.
- (d) Zajmoprimac će platiti sve razumne troškove i izdatke Zajmodavaca, Sinosure i/ili njihovih imenovanih predstavnika za svaki obilazak. U meri u kojoj su Zajmodavci, Sinosure ili njihovi imenovani predstavnici prinuđeni direktno da plate troškove ili izdatke, Zajmoprimac će u roku od sedam Radnih dana od pisanog zahteva refundirati svaki takav iznos Zajmodavcima, Sinosure i/ili njihovim imenovanim predstavnicima.
- (e) U meri u kojoj je to izvodljivo, pre svakog obilaska od strane Zajmodavaca, Sinosure i/ili njihovih imenovanih predstavnika:
  - (i) Zajmodavci, Sinosure ili njihovi imenovani predstavnici će Zajmoprimcu dostaviti detaljne informacije u pisanoj formi o pitanjima koja su predmet interesovanja Zajmodavaca, Sinosure i/ili njihovih imenovanih predstavnika tokom predloženog obilaska kako bi pomogli Zajmoprimcu da organizuje obilazak; i
  - (ii) Zajmoprimac će Zajmodavcima, Sinosure i/ili njihovim imenovanim predstavnicima obezbediti ažurne informacije o pitanjima koja Zajmodavci, Sinosure ili njihovi imenovani predstavnici mogu tražiti.
- (f) Nakon svakog obilaska Zajmodavaca, Sinosure i/ili njihovih imenovanih predstavnika, Zajmoprimac će naknadno dostaviti izveštaje ili informacije koje Zajmodavci, Sinosure ili njihovi imenovani predstavnici mogu tražiti.

# 19.18 Projektne obaveze

- (a) Zajmoprimac će obezbediti da nijedna radnja koja sprečava ili ometa implementaciju ili izvršenje Projekta ili izvršavanje obaveza Zajmoprimca ili svakog Korisnika kredita prema Finansijskim dokumentima i Komercijalnom ugovoru ne bude preduzeta ili dozvoljena od strane Zajmoprimca ili Korisnika kredita.
- (b) Zajmoprimac će dozvoliti i učiniće da Korisnik kredita dozvoli Zajmodavcima i/ili računovođama ili drugim stručnim savetnicima i izvođačima Zajmodavaca u razumno vreme i uz razumno obaveštenje pristup knjigama i evidencijama Zajmoprimca i Korisnika kredita o finansijskim dokumentima koji se odnose na Projekat.
- (c) Zajmoprimac će odmah, nakon što budu pripremljeni, dostaviti i omogućiće da svaki Korisnik kredita dostavi ili obezbedi Agentu kreditnog aranžmana (koji deluje u ime Većinskih zajmodavaca) sve planove, specifikacije, izveštaje, ugovorna dokumenta i planove građevinskih radova i nabavke koji se odnose na Projekat, kao i sve njihove značajne izmene ili dopune onoliko detaljno koliko Agent kreditnog aranžmana (koji deluje u ime Većinskih zajmodavaca) može razumno tražiti.
- (d) Zajmoprimac će (i učiniće da Korisnik kredita tako postupi):

- (i) održavati evidenciju i procedure adekvatne za evidentiranje i praćenje napretka Projekta (uključujući troškove i koristi koje iz njega proističu), da bi se identifikovali roba i usluge koji se finansiraju iz sredstava Kredita i objavile informacije o njihovom korišćenju za potrebe Projekta;
- (ii) omogućiti predstavnicima Zajmodavaca da posete sve objekte i gradilišta uključene u Projekat i da pregledaju robu koja se finansira iz sredstava Kredita i sva postrojenja, instalacije, lokacije, radove, zgrade, imovinu, opremu, evidenciju i dokumenta relevantna za izvršavanje obaveza Zajmoprimca i Korisnika kredita iz Finansijskih dokumenata i Komercijalnog ugovora; i
- (iii) dostaviti Agentu kreditnog aranžmana (koji deluje u ime Većinskih zajmoprimaca) u redovnim intervalima sve informacije koje će Agent kreditnog aranžmana (koji deluje u ime Većinskih zajmoprimaca) razumno tražiti u vezi sa Projektom, njegovim troškovima i, tamo gde je moguće, koristima koje je Projekat generisao, rashodima koji se finansiraju iz sredstava Kredita, kao i o robi i uslugama koje se finansiraju iz tih sredstava.
- (e) Zajmoprimac će u svakom trenutku upravljati i održavati, ili učiniti da se upravlja i da se održavaju postrojenja vezana za Projekat i, bez odlaganja će po potrebi, izvršiti ili učiniti da budu izvršene sve neophodne popravke i uklanjanje nedostataka.
- (f) Zajmoprimac će obezbediti da svaki Korisnik kredita sklopi sve ugovore i realizuje sve što je neophodno kako bi se Projekat pažljivo realizovao u skladu sa Komercijalnim ugovorom i bilo kojim drugim dokumentima vezanim za Projekat.

#### 19.19 Sankcije

- (a) Zajmoprimac neće koristiti i obezbediće da Korisnik kredita ne koristi, direktno ili indirektno, sredstva Kreditnog aranžmana, niti će pozajmiti, dati doprinos ili na drugi način staviti na raspolaganje takva sredstva u bilo koju svrhu drugom licu ili subjektu u cilju:
  - (i) finansiranja ili omogućavanja bilo kojih aktivnosti ili poslovanja sa bilo kojim Sankcionisanim licem:
    - (A) koje je predmet bilo kakvih sankcija ili trgovinskih embarga koje sprovodi ili primenjuje Organ za sankcije, ili
    - (B) koje je u vlasništvu pedeset posto (50%) ili više ili kojim na drugi način upravlja ili koje deluje u ime jednog ili više Sankcionisanih lica: ili
    - (C) koje se nalazi, posluje ili je rezident u zemlji ili na teritoriji koja je predmet ili cilj Sankcija;
  - (ii) finansiranja ili omogućavanja bilo koje aktivnosti ili poslovanja na bilo kojoj Teritoriji pod sankcijama, ili
  - (iii) na bilo koji drugi način dovede do kršenja Sankcija od strane bilo kog Sankcionisanog lica (uključujući bilo koje Sankcionisano lice koje bi

učestvovalo u transakciji, bilo kao osnovni kupac, savetnik, investitor ili drugo);

- (b) Zajmoprimac je uspostavio i održava politike i procedure koncipirane tako da spreče kršenje Sankcija u vezi sa kreditnom linijom utvrđenom ovim Ugovorom.
- (c) Na razuman zahtev Agenta kreditnog aranžmana, Zajmoprimac će obezbediti brzu saradnju u verifikaciji tačnosti i istinitosti izjava i garancija prema Klauzuli 17.24 (*Sankcije*), ili bilo kojih informacija dostavljenih Agentu kreditnog aranžmana na drugi način u vezi sa Sankcijama.
- (d) Zajmoprimac će primeniti i održavati odgovarajuće mere zaštite dizajnirane da spreče bilo kakvu radnju koja bi bila u suprotnosti sa stavom (a) ili (b) iznad.
- (e) Zajmoprimac će odmah, nakon što sazna za isto, dostaviti Agentu kreditnog aranžmana detalje o svakom potraživanju, radnji, tužbi, postupku ili istrazi protiv njega u vezi sa Sankcijama.

## 19.20 Dodatno uverenje

Zajmoprimac će (o svom trošku) bez odlaganja preduzeti sve radnje ili potpisati sva dokumenta koja Agent kreditnog aranžmana smatra opravdanim ili koja su komercijalno neophodna ili poželjna da osiguraju da Finansijske strane dobiju sva prava i beneficije koje im pripadaju prema Finansijskim dokumentima.

# 20. SLUČAJ NEISPUNJENJA OBAVEZA

Svaki od događaja ili okolnosti koji su dati u ovoj Klauzuli 20 predstavljaju Slučaj neispunjenja obaveza (osim Klauzule 20.17 (*Ubrzanje*)).

## 20.1 Neplaćanje

Zajmoprimac ne plati iznos na datum dospeća koji je plativ u skladu sa Finansijskim dokumentom u mestu i u valuti u kojoj treba da bude plativ, osim ukoliko:

- (a) je njegovo neplaćanje uzrokovano:
  - (i) administrativnom ili tehničkom greškom; ili
  - (ii) Slučajem poremećaja; i
- (b) plaćanje se izvrši u roku od tri (3) Radna dana od datuma dospeća.

#### 20.2 Druge obaveze

- (a) Zajmoprimac ne postupa u skladu sa odredbama Finansijskih dokumenata (osim onih iz Klauzule 20.1 (*Neplaćanje*)).
- (b) Ni jedan Slučaj neispunjenja obaveza prema ovoj Klauzuli 20.2 (*Druge obaveze*) neće se desiti ako je propust u ispunjenju rešiv i bude rešen u roku od deset (10) Radnih dana nakon što je Zajmoprimac saznao za propust i Agent kreditnog aranžmana obavesti Zajmoprimca o propustu, šta god da je ranije.

## 20.3 Netačne izjave

Ako bilo koja izjava ili tvrdnja data ili za koju se smatra da je data od strane Zajmoprimca prema Finansijskim dokumentima ili drugom dokumentu koji dostavi Zajmoprimac ili neko u njegovo ime po osnovu ili u vezi sa bilo kojim Finansijskim dokumentom jeste ili se dokaže da je bila netačna ili obmanjujuća po bilo kom materijalnom aspektu kada je data ili se smatra da je data.

## 20.4 Poresko oslobođenje

Svako poresko oslobođenje odobreno na dan potpisivanja ovog Ugovora ili nakon potpisivanja od strane nadležnih organa u Srbiji u vezi sa Projektom je postalo ništavo ili nevažeće ili nije sprovedeno od strane nadležnih organa.

## 20.5 Unakrsno neispunjenja obaveza

- (a) Svaka Spoljna zaduženost Zajmoprimca nije plaćena kada je dospela ili tokom prvobitnog grejs perioda.
- (b) Kao rezultat neispunjenja obaveza (kako god da je opisano), bilo koje Spoljnu zaduženost Zajmoprimca je proglašeno dospelim ili na drugi način postaje dospelo pre navedenog dospeća.
- (c) Bilo koja angažovana sredstva za Spoljnu 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 Spoljnu zaduženost Zajmoprimca otkazanim ili suspendovanim pre određenog roka dospeća kao rezultat neispunjenja obaveza (kako god da je opisano).
- (e) Slučaj neispunjenje obaveza neće nastupiti u skladu sa ovom Klauzulom 20.4 ukoliko ukupan iznos Spoljne zaduženosti ili angažovanih sredstava za Spoljnu zaduženost naveden u stavovima od (a) do (d) iznad ne premašuje iznos od 15.000.000 EUR.

## 20.6 Postupak poverilaca

Svaka eksproprijacija, obustava, sekvestracija, zaplena ili izvršenje (ili sličan postupak u bilo kojoj jurisdikciji) utiče na imovinu ili imovine Zajmoprimca čija ukupna vrednost prelazi 15.000.000 EUR (ili protivvrednost izražena u bilo kojoj drugoj valuti ili valutama) i koja nije realizovana u roku od deset (10) dana.

# 20.7 Nepostupanje u skladu sa sudskom presudom ili arbitražnom odlukom

Zajmoprimac je propustio da postupi ili da plati do određenog roka bilo koji iznos koji dospe za plaćanje po bilo kojoj pravosnažnoj presudi ili pravosnažnoj odluci donetoj ili izdatoj od strane suda ili arbitražnog suda ili bilo kog drugog arbitražnog tela kompetentne nadležnosti, pri čemu se presuda ili odluka odnose na novčani iznos koji je Zajmoprimac dužan da plati, čija vrednost premašuje 100.000.000 EUR (ili protivvrednost izraženu u bilo kojoj drugoj valuti ili valutama).

# 20.8 Nezakonitost i nevaženje

(a) Ako jeste ili postane nezakonito da Zajmoprimac izvrši bilo koju od svojih obaveza prema Finansijskim dokumentima.

- (b) Ako bilo koja obaveza ili obaveze Zajmoprimca prema Finansijskim dokumentima nisu ili prestaju da budu zakonite, validne, obavezujuće ili izvršne i taj prestanak pojedinačno ili kumulativno materijalno i negativno utiče na interese Zajmodavaca prema Finansijskim dokumentima.
- (c) Ako bilo koji Finansijski dokument prestane da bude na pravnoj snazi i važeći ili strana u njemu (osim Finansijske strane) tvrdi da je neefikasan.

## 20.9 Opoziv

Zajmoprimac opoziva Finansijski dokument ili dokaze (putem pisane deklaracije/izjave Predsednika Republike Srbije, Predsednika Vlade ili Ministra zaduženog za privredu ili finansije ili bilo kog drugog lica koje je ovlašćeno da zastupa Zajmoprimca) ili pokazuje nameru da opozove Finansijski dokument.

## 20.10 Spor

Ako je započeta bilo koja parnica, arbitraža, administrativna, vladina, regulatorna ili druga istraga, postupci ili sporovi, ili je bilo koja presuda ili nalog suda, arbitražnog tela ili agencije doneta protiv Zajmoprimca ili bilo kog Korisnika kredita ili njegove imovine, koja ima ili je razumno verovatno da će imati Materijalno negativan efekat.

## 20.11 Konvertibilnost/prenosivost

Svaki zakon o deviznom poslovanju koji se menja, donosi ili usvaja ili je verovatno da će se menjati, donositi ili usvajati u Republici Srbiji, a koji se odnosi na:

- (a) sposobnost Zajmoprimca i/ili Korisnika kredita da zameni ili konvertuje domaću valutu u Stranu valutu;
- (b) prenos Stranih valuta od strane ili za račun Zajmoprimca ili Korisnika kredita Finansijskim stranama u cilju namirenja obaveza Zajmoprimca i/ili Korisnika kredita prema Finansijskom dokumentu (ili bilo kojoj povezanoj presudi); ili
- (c) sposobnost Zajmoprimca i/ili Korisnika kredita da plaća evrima u inostranstvu bez ikakve obavezne rezerve ili devizne kontrole.

#### 20.12 Materijalno negativna promene

Nastupanje bilo kog događaja ili okolnosti koje po mišljenju Većinskih zajmodavca daje razuman osnov za verovanje da je došlo do Materijalno negativnog efekta.

## 20.13 Moratorijum

Moratorijum se proglašava ili de facto stupa na snagu na plaćanje Spoljne zaduženosti Zajmoprimca ili kada Zajmoprimac započne pregovore sa jednim ili više poverilaca u cilju opšteg usklađivanja ili restrukturiranja svoje Spoljne zaduženosti ili obustavi ili preti da će obustaviti plaćanja po osnovu bilo koje Spoljne zaduženosti.

#### 20.14 MMF

Zajmoprimac prestane da bude član sa dobrom reputacijom ili postaje nepodoban da koristi sredstva MMF ili nije u mogućnosti iz bilo kog razloga da povuče ili iskoristi sredstva koja su mu dostupna u okviru bilo kog programa finansiranja MMF ili je bilo koji takav program otkazan ili suspendovan.

## 20.15 Dobavljač

- (a) Direktno ili indirektno, Dobavljač koristi sredstva Kreditnog aranžmana u bilo koje svrhe što predstavlja kršenje Zakona o sprečavanju korupcije ili Zakona o sprečavanju pranja novca.
- (b) Direktno ili indirektno, Dobavljač koristi sredstva Kreditnog aranžmana, pozajmljuje, daje ili na drugi način stavlja na raspolaganje takva sredstva nekom drugom licu ili subjektu u cilju:
  - (i) finansiranja ili omogućavanja bilo kojih aktivnosti ili poslovanja sa bilo kojim Sankcionisanim licem:
    - (A) koje je predmet bilo kakvih sankcija ili trgovinskih embarga koje sprovodi ili primenjuje Organ za sankcije; ili
    - (B) koje je u vlasništvu pedeset posto (50%) ili više ili kojim na drugi način upravlja, ili deluje u ime jednog ili više Sankcionisanih lica; ili
    - (C) koje se nalazi, posluje ili je rezident na Teritoriji pod sankcijama;
  - (ii) finansiranja ili omogućavanja bilo koje aktivnosti ili poslovanja na bilo kojoj Teritoriji pod sankcijama, ili
  - (iii) na bilo koji drugi način dovede do kršenja Sankcija od strane bilo kog Sankcionisanog lica (uključujući bilo koje Sankcionisano lice koje bi učestvovalo u transakciji, bilo kao inicijalni kupac, savetnik, investitor ili drugo).

## 20.16 Zakon o životnoj i društvenoj sredini

- (a) Bilo koja Tužba za životnu i društvenu sredine je pokrenuta ili se vodi protiv Zajmoprimca, Dobavljača ili Korisnika kredita u vezi sa Linijom 1 (Faza 1) Projekta beogradskog metroa za koju se razumno može očekivati da pojedinačno ili ukupno ima Materijalno negativan efekat na realizaciju ili funkcionisanje Linije 1 (Faza 1) Projekta beogradskog metroa u skladu sa Ekoloških i društvenih zahtevima.
- (b) Nastupi bilo koji događaj koji predstavlja Okidač u oblasti životne i društvene sredine i Zajmodavci (nakon obavljenih konsultacija sa Konsultantom za

- životnu i društvenu sredinu) smatraju da Okidač u oblasti životne i društvene sredine nije moguće rešiti.
- (c) Došlo je do Incidenta u oblasti životne i društvene sredine za koji je Zajmoprimac dostavio Korektivni akcioni plan i ili: (i) Zajmodavci (posle konsultacija sa Konsultantom za životnu i društvenu sredinu) odbiju takav Korektivni akcioni plan; ili (ii) Zajmoprimac ne postupa u skladu sa radnjama navedenim u takvom Korektivnom akcionom planu u rokovima navedenim u njemu.

## 20.17 Ubrzavanje

U bilo kom trenutku nakon nastanka Slučaja neispunjenja obaveze koji traje, Agent kreditnog aranžmana 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 Finansijskih dokumenata 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 Agenta kreditnog aranžmana, po instrukcijama Većinskih zajmodavaca.

#### 21. SUBROGACIJA

- (a) Svaka Strana potvrđuje da će Sionsure biti subrogiran u prava Agenta kreditnog aranžmana i Zajmodavaca u obimu bilo kakvog plaćanja koje je izvršeno od strane ili u ime Sinosure prema Sinosure polisi.
- (b) Ništa u svakom Finansijskom dokumentu ne prejudicira pravo Sionsure da bude subrogiran, u skladu sa Sionsure polisom ili važećim zakonom, u prava Agenta kreditnog aranžmana ili bilo kog Zajmodavca u skladu sa ovim Ugovorom i svakim Finansijskim dokumentom.

# 22. PROMENE ZAJMODAVACA

## 22.1 Ustupanja i prenosi od strane Zajmodavaca

- (a) U skladu sa ovom Klauzulom 22, Zajmodavac ("**Postojeći zajmodavac**") može:
  - (i) ustupiti svoja prava; ili
  - (ii) preneti novacijom bilo koje svojih prava ili obaveza,

na:

- (A) Sinosure;
- (B) drugo lice koje navede Sinosure, kao deo Sinosure prenosa; ili
- (C) 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, uz prethodnu pisanu saglasnost Sinosure (čije odobrenje je potrebno da dobije konkretni Postojeći zajmodavac);

## ("Novi zajmodavac").

(b) Zajmoprimac će u roku od tri (3) Radna dana od zahteva, refundirati Agentu kreditnog aranžmana i Sinosure iznos troškova i izdataka (uključujući pravne troškove) koje je Agent kreditnog aranžmana ili Sinosure razumno napravio u vezi sa bilo kojim Sinosure prenosom.

## 22.2 Uslovi ustupanja ili prenosa

- (a) Ustupanje ili prenos dela učešća Zajmodavca u Angažovanim sredstvima ili Kreditima (koji nisu Sinosure prenos) mora biti u minimalnom iznosu od 5.000.000 EUR.
- (b) Ustupanje će važiti samo ako:
  - (i) Agent kreditnog aranžmana (u Ugovoru o ustupanju ili drugačije) primi potvrdu od Novog zajmodavca (u formi i sadržini koje Agent kreditnog aranžmana smatra zadovoljavajućim) da će Novi zajmodavac preuzeti iste obaveze prema drugim Finansijskim stranama koje bi imao da je Prvobitni zajmodavac (osim kada takvo ustupanje predstavlja Sinosure prenos); i
  - (ii) Agent kreditnog aranžmana 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 (osim ako je taj Novi zajmodavac nije Sinosure), o čijem izvršenju će Agent kreditnog aranžmana odmah obavestiti Postojećeg zajmodavca i Novog zajmodavca; i
  - (iii) Agent kreditnog aranžmana primi odobrenje tog ustupanja od Sinosure.
- (c) Prenos će važiti samo ako su ispoštovane procedure definisane Klauzulom 22.5 (*Postupak prenosa*).
- (d) Ako:
  - (i) Zajmodavac ustupi ili prenese neko od svojih prava ili obaveza prema Finansijskim dokumentima ili promeni Kancelariju kreditnog 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 kreditnog aranžmana u skladu sa Klauzulom 12 (*Bruto porez i refundacija*) ili Klauzulom 13 (*Povećani troškovi*),

tada će Novi Zajmodavac ili Zajmodavac koji deluje preko nove Kancelarije kreditnog 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 kreditnog aranžmana bili, da nije došlo do ustupanja, prenosa ili izmene. Ovaj stav (d) se neće primenjivati na

ustupanje ili prenos do koga je došlo u redovnom toku primarnog udruživanja Kredita ili u vezi sa Sinosure prenosom.

- (e) Svaki Novi zajmodavac, potpisivanjem relevantne Potvrde o prenosu ili Ugovora o ustupanju, potvrđuje, u cilju izbegavanja sumnje, da Agent kreditnog aranžmana ima ovlašćenje da potpiše u njegovo ime bilo koju izmenu ili odricanje koje je odobreno od strane ili u ime Zajmodavca ili Zajmodavaca u skladu sa ovim Ugovorom na ili pre datuma kada prenos ili ustupanje postane važeće 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.
- (f) Pored drugih prava dodeljenih Zajmodavcima u skladu sa ovom Klauzulom 22, svaki Zajmodavac može, bez konsultacija ili dobijanja dozvole od Zajmoprimca u bilo kom trenutku ustupiti ili preneti svoja prava u skladu sa ovim Ugovorom i svakim Finansijskim dokumentom, ukoliko to ustupanje ili prenos predstavljaju Sinosure prenos.

## 22.3 Naknada za ustupanje ili prenos

Osim u slučaju Sinosure prenosa, Novi Zajmodavac će, na datum stupanja na snagu ustupanja ili prenosa platiti (a) Agentu kreditnog aranžmana (za njegov račun) naknadu u iznosu od 2.000 EUR; i (b) Sinosure agentu (za njegov račun) naknadu u iznosu od 2.000 EUR.

## 22.4 Ograničenje odgovornosti Postojećih zajmodavaca

- (a) Osim ako je izričito dogovoreno suprotno, Postojeći zajmodavac ne tvrdi i ne garantuje niti preuzima odgovornost za Novog zajmodavca za:
  - (i) zakonitost, validnost, efektivnost, adekvatnost i izvršivost Dokumenata o transakciji, Sinosure polise ili bilo kojih drugih dokumenata;
  - (ii) finansijsko stanje Zajmoprimca ili Sinosure;
  - (iii) izvršavanja i poštovanje obaveza Zajmoprimca ili Sinosure prema Dokumentima o transakciji, Sinosure polisi ili bilo kojih drugih dokumenata: ili
  - (iv) tačnost tvrdnji (bilo pismenih ili usmenih) datih prema ili u vezi sa Dokumentima o transakciji, Sinosure polisi ili bilo kojih drugih dokumenata,

dok se sve izjave i garancije implicirane zakonom isključuju.

- (b) Osim po pitanju Sinosure prenosa, svaki Novi zajmodavac potvrđuje Postojećem zajmodavcu i drugim Finansijskim stranama:
  - (i) da je sproveo (i da će nastaviti da sprovodi) svoje nezavisne istrage 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 ili Sinosure polisom; i:
  - (ii) da će nastaviti da sprovodi nezavisne procene kreditne sposobnosti Zajmoprimca i njegovih povezanih subjekata sve dok neki iznos jeste

- ili može biti neizmiren prema Finansijskim dokumentima ili su bilo koja Angažovana sredstva na snazi; i
- (iii) da je nastavio (i da će nastaviti) svoje nezavisne istrage i procene Sinosure polise i da se nije oslanjao isključivo na informacije koje je dobio od Postojećeg zajmodavca u vezi sa Sinosure polisom.
- (c) Ništa iz bilo kog Finansijskog dokumenta ne obavezuje Postojećeg zajmodavca da:
  - (i) prihvati ponovni prenos ili ponovno ustupanje sa Novog zajmodavca bilo kojih prava i obaveza ustupljenih ili prenetih u skladu sa ovom Klauzulom 22; ili
  - (ii) pokrije gubitke koji direktno ili indirektno nastanu za Novog zajmodavca zbog:
    - (A) neizvršenja obaveza Zajmoprimca prema Dokumentima o transakciji; ili
    - (B) bilo kakvog neispunjenja obaveza Sinosure prema Sinosure polisi,

ili na drugi način.

## 22.5 Postupak prenosa

- (a) Shodno uslovima datim u Klauzuli 22.2 (*Uslovi ustupanja ili prenosa*) prenos se vrši u skladu sa stavom (c) ispod kada Agent kreditnog aranžmana potpiše propisno popunjenu Potvrdu o prenosu koju mu dostave Postojeći zajmodavac i Novi zajmodavac. Agent kreditnog aranžmana će u skladu sa stavom (b) ispod, čim to bude bilo moguće, a nakon prijema propisno popunjene Potvrde o prenosu kojom se potvrđuje da su očigledno ispoštovane odredbe ovog Ugovora i da je dostavljena u skladu sa odredbama ovog Ugovora, potpisati Potvrdu o prenosu.
- (b) Agent kreditnog aranžmana će biti u obavezi da potpiše Potvrdu o prenosu koju mu dostave Postojeći zajmodavac i Novi zajmodavac samo kada bude smatrao:
  - (i) da su sve neophodne provere "Upoznaj svog klijenta" ili druge slične provere u skladu sa svim važećim zakonima i propisima u vezi sa prenosom na tog Novog zajmodavca propisno sprovedene; i
  - (ii) da je Sinosure dao pristanak za prenos na tog Novog zajmodavca.
- (b) U skladu sa Klauzulom 22.10 (*Proporcionalno plaćanje kamate*), na Datum prenosa:
  - (i) u meri u kojoj Potvrdom o prenosu Postojeći zajmodavac novacijom prenosi svoja prava i obaveze prema Finansijskim dokumentima, Zajmoprimac i Postojeći zajmodavac bivaju oslobođeni daljih međusobnih obaveza prema Finansijskim dokumentima, a njihova međusobna prava rema Finansijskim dokumentima se ukidaju ("Oslobađanje od prava i obaveza");
  - (ii) Zajmoprimac i Novi zajmodavac će preuzeti međusobne obaveze i/ili steći uzajamna prava koja se razlikuju od Oslobađanja od prava i

- obaveza samo onoliko koliko su Zajmoprimac i Novi zajmodavac preuzeli i/ili stekli iste umesto Zajmoprimca i Postojećeg zajmodavca;
- (iii) Agent kreditnog aranžmana, Sinosure agent, Ovlašćeni glavni aranžer, Novi zajmodavac i drugi Zajmodavci će steći ista međusobna prava i preuzeti iste obaveze koje bi imali da je Novi zajmodavac bio Prvobitni zajmodavac sa preuzetim ili stečenim pravima i/ili obavezama kao rezultat prenosa i u meri u kojoj Agent kreditnog aranžmana, Sinosure agent, Ovlašćeni glavni aranžer i Postojeći zajmodavac budu međusobno oslobođeni daljih međusobnih obaveza prema Finansijskim dokumentima; i
- (iv) Novi zajmodavac postaje Strana kao "Zajmodavac".

## 22.6 Postupak ustupanja

- (a) Shodno uslovima datim u Klauzuli 22.2 (*Uslovi ustupanja ili prenosa*) ustupanje se realizuje u skladu sa stavom (c) ispod kada Agent kreditnog aranžmana potpiše ili na drugi način propisno ispuni Ugovor o ustupanju koji mu dostave Postojeći zajmodavac i Novi zajmodavac. Agent kreditnog aranžmana će, u skladu sa stavom (b) ispod, 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 kreditnog aranžmana će biti u obavezi da potpiše Ugovor o ustupanju koji mu dostave Postojeći zajmodavac i Novi zajmodavac samo kada bude smatrao:
  - (i) da su sve neophodne provere "Upoznaj svog klijenta" ili druge slične provere u skladu sa svim važećim zakonima i propisima u vezi sa ustupanjem na tog Novog zajmodavca propisno sprovedene; i
  - (ii) da je Sinosure dao pristanak za ustupanje na tog Novog zajmodavca.
- (c) U skladu sa Klauzulom 22.10 (*Proporcionalno plaćanje kamate*), na Datum prenosa:
  - (i) Postojeći zajmodavac potpuno ustupa Novom zajmodavcu prava prema Finansijskim dokumentima koja su navedena kao predmet ustupanja u Ugovoru o ustupanju;
  - (ii) Postojeći zajmodavac oslobađa se obaveza ("Relevantne obaveze") navedenih kao predmet oslobađanja u Ugovoru o ustupanju; i
  - (iii) Novi zajmodavac postaje Strana kao "Zajmodavac" i biće vezan obavezama koje su istovetne Relevantnim obavezama.
- (d) Zajmodavci mogu koristiti druge procedure osim onih iz ove Klauzule 22.6 za ustupanje svojih prava prema Finansijskom dokumentu (ali ne bez odobrenja Zajmoprimca ili pod uslovom da su u skladu sa Klauzulom 22.5 (*Postupak prenosa*), 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 22.2 (*Uslovi ustupanja ili prenosa*).

## 22.7 Primerak Potvrde o prenosu ili Ugovora o ustupanju za Zajmoprimca

- (a) Agent kreditnog aranžmana će, čim to bude praktično izvodljivo, nakon što potpiše Potvrdu o prenosu ili Ugovor o ustupanju, poslati Zajmoprimcu primerak te Potvrde o prenosu ili Ugovora o prenosu.
- (b) Zajmoprimac će, čim to bude praktično izvodljivo, nakon što primi primerak Potvrde o prenosu ili Ugovora o ustupanju, dostaviti NBS (a kopiju Agentu kreditnog aranžmana) pismenu izjavu: (i) o potvrđivanju prenosa prava relevantnog Zajmodavca prema Finansijskim dokumentima, i (ii) (ako je primenljivo) o pristanku na prenos obaveza relevantnog Zajmodavca prema Finansijskim dokumentima u svrhu izveštavanja promene tom Zajmodavcu.

#### 22.8 Prenos na Sinosure

- (a) Ne dovodeći u pitanje druge odredbe ovog Ugovora ili bilo kog drugog Finansijskog dokumenta, Zajmodavac može u bilo kom trenutku: (i) da ustupi bilo koje od svojih prava; ili (ii) novacijom prenese bilo koje od svojih prava i obaveza prema Finansijskom dokumentu na Sinosure bez obaveze da se uskladi sa procedurama i zahtevima definisanim u Klauzuli 22 (i, kako bi se izbegla svaka sumnja, bez odobrenja Zajmoprimca).
- (b) Ne dovodeći u pitanje odredbe ovog Ugovora ili drugog Finansijskog dokumenata, ako Finansijska strana primi bilo koja Sredstva Sinosure polise u skladu sa Sinosure polisom, Zajmoprimac je saglasan da:
  - (i) obaveze Zajmoprimca prema ovom Ugovoru i svakom drugom Finansijskom dokumentu neće biti ispunjene niti će to na njih uticati;
  - (ii) Sinosure će imati prava u meri tog plaćanja da ostvaruje sva prava Zajmodavaca (sadašnja ili buduća) u odnosu na Zajmoprimca, u skladu sa ovim Ugovorom i Finansijskim dokumentima ili bilo kojim važećim zakonima i/ili propisima (ali ne dovodeći u pitanje ostvarivanje tih prava svake Finansijske strane) osim i sve dokle god ta sredstava i dospela kamata ne budi u potpunosti isplaćeni Sinosure; i
  - (iii) u smislu obaveza Zajmoprimca prema Agentu kreditnog aranžmana i/ili Zajmodavcima u skladu sa Finansijskim dokumentima (ili bilo kome od njih), te obaveze će se dodatno dugovati Sinosure putem subrogacije prava Zajmodavaca.

#### 22.9 Obezbeđenje na pravima Zajmodavaca

Pored drugih prava datih Zajmodavcima u skladu sa ovom Klauzulom 22, svaki Zajmodavac može bez konsultovanja 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 prema svakom Finansijskom dokumentu kako bi obezbedio obaveze tog Zajmodavca uključujući, ali ne ograničavajući se na:

- (a) svaku zalogu, ustupanje ili drugo Obezbeđenje radi obezbeđenja obaveza prema federalnim rezervama ili centralnoj banci; i
- (b) svaku zalogu, ustupanje ili drugo Obezbeđenje odobreno imaocima (ili poverenicima ili predstavnicima imalaca) obaveza koje se duguju ili hartija od

vrednosti izdatim od strane tog Zajmodavca kao obezbeđenje za te obaveze ili hartije od vrednosti,

osim što takva zaloga, ustupanje ili Obezbeđenje neće:

- (i) osloboditi Zajmodavca od bilo koje njegove obaveze prema Finansijskim dokumentima, niti zameniti korisnika relevantne zaloge, ustupanja ili Obezbeđenja za Zajmodavca kao stranu bilo kojih Finansijskih dokumenta; ili
- (ii) zahtevati da Zajmoprimac izvrši bilo koje isplate osim onih ili većih od, ili odobri bilo kojoj osobi bilo koja veća prava, koja se moraju izvršiti ili dodeliti konkretnom Zajmodavcu u skladu sa Finansijskim dokumentima.

## 22.10 Proporcionalno plaćanje kamate

- (a) Ako je Agent kreditnog aranžmana obavestio Zajmodavce da može "proporcionalno" da raspodeli plaćanje kamata na postojeće Zajmodavce i Nove zajmodavce (u vezi sa bilo kojim prenosom u skladu sa Klauzulom 22.5 (*Postupak prenosa*) ili bilo kojim ustupanjem u skladu sa Klauzulom 22.6 (*Postupak ustupanja*), čiji Datum prenosa nastupa, u svakom slučaju, nakon datuma takvog obaveštenja i nije Datum plaćanja kamate):
  - (i) svaka kamata ili naknade 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, Datuma prenosa ("**Obračunati iznosi**") i dospeće i postati plativ Postojećem zajmodavcu (bez dodatnih kamata na njih) sledećeg Datuma plaćanja kamate; 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, takvi Obračunati iznosi se plaćaju Postojećem zajmodavcu; i
    - (B) iznos koji treba platiti Novom zajmodavcu na taj datum bude iznos koji bi mu, osim za primenu ove klauzule 22.10, bio plativ tog datuma, ali nakon odbitka Obračunatih iznosa.
- (b) U ovoj Klauzuli 22.10 upućivanja na "Kamatni period" tumači se tako da obuhvata upućivanje na bilo koji drugi period za obračun naknada.
- (c) Postojeći zajmodavac koji zadržava pravo na Obračunate iznose u skladu sa ovom klauzulom 22.10, ali koji nema Angažovana sredstva, smatraće se da nije zajmodavac u svrhu utvrđivanja da li je pribavljena saglasnost bilo koje određene grupe Zajmodavaca da odobri svaki zahtev za saglasnost, odricanje, izmenu ili drugo glasanje zajmodavaca u skladu sa Finansijskim dokumentima.

#### 23. PROMENA ZAJMOPRIMCA

Zajmoprimac ne može ustupiti svoja prava niti preneti svoja prava ili obaveze prema Finansijskim dokumentima.

# 24. ULOGA AGENTA KREDITNOG ARANŽMANA, OVLAŠĆENOG GLAVNOG ARANŽERA I REFERENTNIH BANAKA

# 24.1 Imenovanje Agenta kreditnog aranžmana

- (a) Svaki Ovlašćeni glavni aranžer i svi Zajmodavci imenuju Agenta kreditnog aranžmana za svog zastupnika prema i u vezi sa Finansijskim dokumentima.
- (b) Svaki Ovlašćeni glavni aranžer i svi Zajmodavci ovlašćuju Agenta kreditnog aranžmana da ispunjava dužnosti, obaveze i odgovornosti i da koristi prava, ovlašćenja, autoritet i diskreciona prava koja su Agentu kreditnog aranžmana data specijalno prema i u vezi sa Finansijskim dokumentima, kao i bilo koja druga povezana prava, ovlašćenja, autoritet i diskreciona prava.

## 24.2 Instrukcije

- (a) Agent kreditnog aranžmana će:
  - (i) osim ako se u Finansijskom dokumentu ne pojavi suprotna indikacija, vršiti ili uzdržavati se od vršenja bilo kakvog prava, ovlašćenja, autoriteta ili diskrecionog prava koja su mu data kao Agentu kreditnog aranžmana u skladu sa bilo kojim instrukcijama koja su mu dali:
    - (A) svi Zajmodavci, ako konkretan Finansijski dokument propisuje da je predmet podložan odluci svih Zajmodavaca; i;
    - (B) svi Zajmodavci i Sinosure, ako konkretna Finansijska dokumenta propisuju da je to stvar odluke svih Zajmoprimaca i Sinosure;
    - (C) Sinosure agent, konkretan Finansijski dokument propisuje da je to stvar odluke Sinosure; i
    - (D) 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 stavom (i) iznad.
- (b) Agent kreditnog aranžmana će biti ovlašćen da od Sinosure agenta ili Većinskih zajmodavaca (ili, ako konkretan Finansijski dokument propisuje da je predmet podložan odluci bilo kog drugog Zajmodavca ili grupe Zajmodavca ili Sinosure, od tog Zajmodavca ili grupe Zajmodavaca ili Sinosure) 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 kreditnog aranžmana 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 Sinosure polisi, svaka instrukcija data Agentu kreditnog aranžmana od Sinosure (preko Sinosure agenta) imaće prednost nad svim suprotnim instrukcijama koje daju druge Strane i biće obavezujuća za sve Finansijske strane.
- (d) Osim u slučaju odluka za koje je propisano da ih donosi bilo koji drugi Zajmodavac ili grupa Zajmodavaca, Sinosure agenta ili Sinosure prema konkretnom Finansijskom dokumentu i osim ako se u Finansijskom

- dokumentu ne pojavi suprotno, sve instrukcije date Agentu kreditnog aranžmana od strane Većinskih zajmoprimaca ili Sinosure agenta imaće prednost nad svim suprotnim instrukcijama koje daju druge Strane i biće obavezujuće za sve Finansijske strane.
- (e) Agent kreditnog aranžmana se može suzdržati od postupanja u skladu sa bilo kojom instrukcijom bilo kod Zajmodavca ili grupe Zajmodavaca, Sinosure agenta ili Sinosure do prijema odštete i/ili obezbeđenja koje može tražiti po svom diskrecionom pravu (koje može biti većeg opsega od onog sadržanog u Finansijskim dokumentima i može uključivati plaćanje unapred) za sve troškove, gubitke ili obaveze koje može izazvati u postupanju saglasno tim instrukcijama.
- (f) U nedostatku instrukcija, Agent kreditnog aranžmana može postupati (ili se suzdržati od postupanja) onako kako smatra da je u najboljem interesu Zajmodavaca i Sinosure.
- (g) Agent kreditnog aranžmana 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 Finansijski dokument ili Sinosure polisu.

## 24.3 Obaveze Agenta kreditnog aranžmana

- (a) Obaveze Agenta kreditnog aranžmana prema Finansijskim dokumentima su isključivo tehničke i administrativne prirode.
- (b) U skladu sa stavom (c) ispod, Agent kreditnog aranžmana će bez odlaganja proslediti Strani original ili kopiju bilo kog dokumenta koji je Agentu kreditnog aranžmana dostavljen za tu Stranu od bilo koje druge Strane.
- (c) Ne dovodeći u pitanje odredbe Klauzule 22.7 (*Obaveza dostavljanja primerka Potvrde o prenosu ili Ugovora o ustupanju Zajmoprimcu*), stav (b) iznad neće se primenjivati na bilo koju Potvrdu o prenosu niti bilo koji Ugovor o ustupanju.
- (d) Osim u slučajevima kada je Finansijskim dokumentom izričito utvrđeno suprotno, Agent kreditnog aranžmana nije obavezan da pregleda ili proveri primerenost, tačnost ili potpunost bilo kog dokumenta koji prosledi drugoj Strani.
- (e) Ako Agent kreditnog aranžmana od Strane primi obaveštenje koje se odnosi na ovaj Ugovor, kojim se opisuje slučaj Neispunjenja obaveza i navodi da opisana okolnost predstavlja Neispunjenje obaveza, obavezan je da bez odlaganja obavesti druge Finansijske strane.
- (f) Agent kreditnog aranžmana će bez odlaganja dostaviti Zajmodavcima primerak svih instrukcija dobijenih od strane Sinosure agenta i detaljne podatke svih radnji koje je preduzeo ili čije preduzimanje je predložio u skladu sa takvim instrukcijama.
- (g) Agent kreditnog aranžmana će imati samo one dužnosti, obaveze i odgovornosti koje su jasno navedene u Finansijskim dokumentima u kojima se navodi da je on strana (i nikakve druge se neće podrazumevati).
- (h) Ako Agent kreditnog aranžmana ima saznanja o neplaćanju bilo koje glavnice, kamate, naknade za angažovana sredstva ili drugih naknada Finansijskoj strani (koja nije Agent kreditnog aranžmana, Sinosure agent ili Ovlašćeni

glavni aranžer) prema ovom Ugovoru, bez odlaganja će obavestiti druge Finansijske strane.

## 24.4 Uloga Ovlašćenog glavnog aranžera

Izuzev ako drugačije nije izričito predviđeno u Finansijskim dokumentima, Ovlašćeni glavni aranžer nema obaveza bilo koje vrste prema bilo kojoj Strani prema ili u vezi sa bilo kojim Finansijskim dokumentom.

## 24.5 Bez fiducijarnih obaveza

- (a) Ništa u bilo kom Finansijskom dokumentu ne predstavlja Agenta kreditnog aranžmana ili Ovlašćenog glavnog aranžera kao poverenika ili fiducijara bilo kog drugog lica.
- (b) Ni Agent kreditnog aranžmana, niti Ovlašćeni glavni aranžer neće odgovarati nijednom Zajmodavcu za bilo koji iznos ili profitni element bilo kog iznosa koji su primili za svoj račun.

## 24.6 Poslovanje sa Zajmoprimcem

Agent kreditnog aranžmana i Ovlašćeni glavni aranžer mogu primati depozite, davati pozajmice u novcu i uopšteno obavljati bilo koju vrstu bankarskog ili drugog posla sa Zajmoprimcem.

## 24.7 Prava i diskreciona ovlašćenja

- (a) Agent kreditnog aranžmana 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, Sinosure agenta, svakog Zajmodavca ili svake grupe Zajmodavaca propisno dato u skladu sa Finansijskim dokumentima i Sinosure polisom; 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) u smislu da to lice odobrava svaki posao, transakciju, korak, radnju ili stvar,

kao dovoljni dokaz da je to slučaj, a u slučaju stava (A) iznad, može pretpostaviti da je ta potvrda istinita i tačna.

(b) Agent kreditnog aranžmana 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 obaveza po Klauzuli 20.1 (*Neplaćanje*); i
- (ii) nijedno pravo, ovlašćenje, autoritet ili diskreciono pravo koje ima bilo koja Strana ili grupa Zajmodavaca nije ostvareno.
- (c) Agent kreditnog aranžmana može angažovati i platiti savet ili usluge bilo kog advokata, računovođe, poreskog savetnika, veštaka ili drugog stručnog savetnika.
- (d) Ne dovodeći u pitanje odredbe stava (c) iznad i stava (e) ispod, Agent kreditnog aranžmana može u bilo kom trenutku o svom trošku angažovati usluge bilo kog advokata koji će delovati kao nezavisni savetnik Agent kreditnog aranžmana (i time odvojeno od svih advokata Zajmodavaca), ako Agent kreditnog aranžmana po svom mišljenju to smatra potrebnim.
- (e) Agent kreditnog aranžmana se može pouzdati u savete ili usluge svih advokata, računovođa, poreskih savetnika, veštaka ili drugih stručnih savetnika ili stručnjaka (bez obzira da li su dobijeni od tog Agenta ili bilo koje druge Strane) i neće biti odgovoran za bilo kakvu štetu, troškove ili gubitke bilo kog lica, bilo koje umanjenje vrednosti ili odgovornosti uopšte koja bi proizašla iz takvog njegovog postupanja.
- (f) Agent kreditnog aranžmana može postupati povodom Finansijskih dokumenata preko svog zvaničnika, zaposlenih i agenata i Agent kreditnog aranžmana neće:
  - (i) biti odgovoran za bilo koju grešku u proceni koju napravi bilo koje od navedenih lica; ili
  - (ii) biti obavezan da nadzire ili da na bilo koji način bude odgovoran za bilo kakav gubitak nastao usled neprofesionalnog ponašanja, propusta ili neizvršenja obaveza od strane bilo kog od navedenih lica,

osim ako je ta greška ili gubitak direktno uzrokovana grubim nemarom ili krajnjom nepažnjom Agenta kreditnog aranžmana.

- (g) Osim ako Finansijski dokument izričito ne propisuje drugačije, Agent kreditnog aranžmana može otkriti svakoj drugoj Strani svaku informaciju za koju razumno smatra da je primio kao Agent kreditnog aranžmana u skladu sa ovim Ugovorom.
- (h) Ne dovodeći u pitanje bilo koju drugu suprotnu odredbu bilo kog Finansijskog dokumenta, ni Agent kreditnog aranžmana niti Ovlašćeni glavni aranžer nisu u obavezi da učine ili propuste da učine ono za šta bi opravdano mogli smatrati da predstavlja kršenje zakona ili propisa ili kršenje fiducijarne obaveze ili obaveze poverljivosti.
- (i) Ne dovodeći u pitanje bilo koju drugu suprotnu odredbu bilo kog Finansijskog dokumenta, Agent kreditnog aranžmana 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.

## 24.8 Odgovornost za dokumentaciju

Ni Agent kreditnog aranžmana niti Ovlašćeni glavni aranžer nisu odgovorni za:

- (a) adekvatnost, tačnost i/ili potpunost bilo koje informacije (bilo usmene ili pismene) koju dostavi Agent kreditnog aranžmana, Sinosure agent, Ovlašćeni glavni aranžer, Zajmoprimac ili bilo koje drugo lice u vezi sa Dokumentom o transakciji, Sinosure polisom ili transakcijama predviđenim Dokumentima o transakciji, Sinosure polisom ili bilo kojim drugim sporazumom, aranžmanom ili dokumentom sklopljenim, sačinjenim ili potpisanim u očekivanju, po ili u vezi sa bilo kojim Dokumentom o transakciji ili Sinosure polisom;
- (b) zakonitost, validnost, pravno dejstvo, adekvatnost ili izvršnost bilo kog Dokumenta o transakciji, Sinosure polise ili bilo kog drugog sporazuma, aranžmana ili dokumenta zaključenog, sačinjenog ili potpisanog u očekivanju ili u vezi sa bilo kojim Dokumentom o transakciji ili Sinosure polisom; ili
- (c) svako utvrđivanje da li svaka informacija koja je data ili će biti data bilo kojoj Finansijskoj strani predstavlja informaciju koja nije javna, čije korišćenje može biti regulisano ili zabranjeno važećim zakonom ili propisom vezanim za trgovinu povlašćenim informacijama ili na drugi način.

#### 24.9 Bez obaveze nadzora

Agent kreditnog aranžmana neće biti u obavezi da ispituje:

- (a) da li je nastupio bilo koji slučaj Neispunjenja obaveze;
- (b) izvršenje, neispunjenje obaveze ili svako kršenje obaveza od strane bilo koje Strane ili Korisnika kredita po svakom od Dokumenata o transakciji ili Sinosure polisom; ili
- (c) da li je nastupio bilo koji drugi slučaj naveden u bilo kom Dokumentu o transakciji ili Sinosure polisi.

#### 24.10 Izuzeće od odgovornosti

- (a) Bez ograničavanja stava (b) ispod (i ne dovodeći u pitanje odredbe bilo kog Finansijskog dokumenta koji isključuje ili ograničava odgovornost Agenta kreditnog aranžmana), Agent kreditnog aranžmana neće biti odgovoran (uključujući, ali ne ograničavajući se na nemar ili bilo koju drugu kategoriju odgovornosti) za:
  - 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 Finansijskim dokumentom ili Sinosure polisom, osim ako nisu direktno uzrokovani grubom nemarom ili krajnjom nepažnjom;
  - (ii) ostvarivanje ili neostvarivanje prava, ovlašćenja, autoriteta ili diskrecionog prava koje mu je dato prema ili u vezi sa bilo kojim Finansijskim dokumentom ili Sinosure polisom ili bilo kojim drugim sporazumom, aranžmanom ili dokumentom sklopljenim, sačinjenim ili potpisanim u očekivanju, prema ili u vezi sa bilo kojim Finansijskim dokumentom ili Sinosure polisom osim iz razloga grubog nemara ili krajnje nepažnje; ili

- (iii) ne dovodeći u pitanje opšte odredbe stava (i) i (ii) iznad, štetu, troškove ili gubitke bilo kog lica, umanjenje vrednosti ili svaku odgovornost (uključujući, ali ne ograničavajući se na, nemar ili bilo koju drugu kategoriju odgovornosti, ali ne uključujući tužbu zbog prevare Agenta kreditnog aranžmana) 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 poravnanje transakcija ili na vrednost imovine (uključujući svaki Slučaj poremećaja); 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.

- (b) Nijedna Strana (osim Agenta kreditnog aranžmana) ne može pokrenuti bilo koji postupak protiv bilo kog službenika, zaposlenog ili predstavnika Agenta kreditnog aranžmana u pogledu bilo kog potraživanja koji može imati prema Agentu kreditnog aranžmana ili po pitanju bilo kog preduzimanja ili nepreduzimanja radnje od strane tog službenika, zaposlenog ili predstavnika u vezi sa Dokumentom o transakciji ili Sinosure polisi i bilo koji službenik, zaposleni ili predstavnika Agenta kreditnog aranžmana može se oslanjati na Klauzulu 1.4 (*Prava treće strane*) i odredbe Zakona o trećoj strani.
- (c) Agent kreditnog aranžmana neće biti odgovoran za bilo koje kašnjenje (ili bilo koju povezanu posledicu) u vezi sa uplatom na račun iznosa koji prema Finansijskim dokumentima treba da plati Agent kreditnog aranžmana, ako je Agent kreditnog aranžmana 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 kreditnog aranžmana koristi u tu svrhu.
- (d) Ništa u ovom Ugovoru ne obavezuje Agent kreditnog aranžmana niti Ovlašćenog glavnog aranžera da izvrše:
  - (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 ili bilo koju Filijalu bilo kog Zajmodavca,

za račun bilo kog Zajmodavca i svaki Zajmodavac potvrđuje Agentu kreditnog aranžmana i Ovlašćenom glavnom aranžeru da je isključivo odgovoran za one provere koje je obavezan da sprovede i da se ne može pouzdati u tvrdnje po pitanju tih provera koje je sproveo Agent kreditnog aranžmana ili Ovlašćeni glavni aranžer.

(e) Ne dovodeći u pitanje bilo koju odredbu Finansijskog dokumenta kojom se isključuje ili ograničava odgovornost Agenta kreditnog aranžmana,

odgovornost Agenta kreditnog aranžmana koja proističe iz ili je u vezi sa bilo kojim Finansijskim dokumentom biće ograničena na iznos stvarno pretrpljenog gubitka (kako je utvrđeno pozivanjem na dan neispunjenja obaveze Agenta kreditnog aranžmana ili, ako je kasniji, na dan na koji nastaje gubitak zbog takvog neispunjenja obaveze) ali bez pozivanja na bilo koje posebne uslove ili okolnosti koje su poznate Agentu kreditnog aranžmana u bilo kom trenutku i koje povećavaju iznos tog gubitka. Ni u kom slučaju 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 kreditnog aranžmana bio obavešten o mogućnosti takvih gubitaka ili šteta.

# 24.11 Naknada Zajmodavaca Agentu kreditnog aranžmana

- (a) Svaki Zajmodavac će (srazmerno svom udelu u Ukupnim angažovanim sredstvima, ili, ukoliko su u tom trenutku Ukupna angažovana sredstva jednaka nuli, svom udelu u Ukupnim angažovanim sredstvima neposredno pre njihove redukcije na nulu) nadoknaditi Agentu kreditnog aranžmana, u roku od pet (5) Radnih dana po zahtevu, svaki iznos troškova, gubitka ili obaveza (uključujući ali ne ograničavajući se na nemar ili bilo koju drugu kategoriju odgovornosti) nastalih za Agenta kreditnog aranžmana (osim zbog grubog nemara ili krajnje nepažnje Agenta kreditnog aranžmana) (ili u slučaju bilo kog troška, gubitka i odgovornosti u skladu sa Klauzulom 28.10 (*Disruption to payment systems etc.*), bez obzira na grub nemar ili krajnju nepažnju ili bilo koju drugu kategoriju odgovornosti, ali ne uključujući bilo koju tužbu za prevaru Agenta kreditnog aranžmana) u istupanju kao zastupnik prema Finansijskim dokumentima (osim ako je Zajmoprimac refundirao Agenta kreditnog aranžmana u skladu sa Finansijskim dokumentom).
- (b) Zajmoprimac će bez odlaganja refundirati svakog Zajmodavca na zahtev za sva plaćanja koja je Zajmodavac platio Agentu kreditnog aranžmana u skladu sa stavom (a) iznad.

## 24.12 Ostavka Agenta kreditnog aranžmana

- (a) Agent kreditnog aranžmana može podneti ostavku i imenovati jednu od svojih Filijala uz prethodno odobrenje Sinoure delujući preko kancelarije kao sledbenika davanjem obaveštenja Zajmodavcima i Zajmoprimcu.
- (b) Umesto toga, Agent kreditnog aranžmana može podneti ostavku, uz otkazni period od trideset (30) dana koji daje Zajmodavcima i Zajmoprimcu, u kom slučaju Većinski zajmodavci (nakon konsultacija sa Zajmoprimcem) mogu imenovati sledbenika Agenta.
- (c) Ukoliko Većinski zajmodavci ne postave sledbenika Agenta u skladu sa stavom (b) iznad u roku od dvadeset (20) dana od dana podnošenja ostavke, odlazeći Agent kreditnog aranžmana (nakon konsultacija sa Zajmoprimcem) može postaviti sledbenika Agenta.
- (d) Ako Agent kreditnog aranžmana daje ostavku zato što (postupajući razumno) smatra da za njega više nije primereno da ostaje kao Agent kreditnog aranžmana i ima pravo da postavi svog sledbenika u skladu sa stavom (c) iznad, Agent kreditnog aranžmana može (ako zaključi (postupajući razumno) da je neophodno da to uradi kako bi ubedio predloženog sledbenika Agenta da postane strana ovog Ugovora kao Agent) da se dogovori sa predloženim

sledbenikom Agenta o izmenama i dopunama ove Klauzule 24 i bilo kojih drugih odredaba ovog Ugovora koje se odnose na prava i obaveze Agent kreditnog aranžmana 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 Agenta i te izmene i dopune biće obavezujuće za Strane.

- (e) Odlazeći Agent kreditnog aranžmana će, o svom trošku, staviti na raspolaganje Agentu sledbeniku onu dokumentaciju i evidenciju koju Agent sledbenik može razumno zahtevati za potrebe obavljanja svojih funkcija agenta prema Finansijskim dokumentima. Zajmoprimac će, u roku od trideset (30) dana od dana zahteva, refundirati odlazećem Agentu kreditnog aranžmana iznos svih troškova i izdataka (uključujući i pravne troškove) koje je propisno pretrpeo stavljajući na raspolaganje takva dokumenta i evidenciju i pružajući takvu pomoć.
- (f) Obaveštenje o otkazu Agenta kreditnog aranžmana stiče pravno dejstvo tek po imenovanju sledbenika.
- (g) Po imenovanju sledbenika, Agent kreditnog aranžmana koji se povlači biće razrešen bilo kakve naknadne obaveze u pogledu Finansijskih dokumenata (osim obaveza definisanih u stavu (e) iznad, ali će mu ostati pravo u smislu Klauzule 14.3 (*Refundiranje troškova Agentu kreditnog aranžmana i Sinosure agentu*) i ove Klauzule 24 (i sve agencijske naknade za račun Agenta kreditnog aranžmana koji se povlači više se neće obračunavati (i biće plative) na taj datum). Njegov sledbenik i svaka druga Strana imaće ista međusobna prava i obaveze kakve bi imali da je taj sledbenik prvobitna Strana.
- (h) Agent kreditnog aranžmana će se povući sa funkcije u skladu sa stavom (b) iznad (i u meri u kojoj je to primenjivo, uložiće razumne napore da imenuje sledbenika Agenta u skladu sa stavom (b) iznad) ako na datum ili nakon datuma koji nastupa tri (3) Meseca pre najranijeg Datuma primene FATCA vezano za bilo koje plaćanje Agentu kreditnog aranžmana prema Finansijskim dokumentima:
  - Agent kreditnog aranžmana ne odgovori na zahtev po osnovu Klauzule 12.6 (*Informacije FATCA*) i Zajmoprimac ili Zajmodavac opravdano veruju da Agent kreditnog aranžmana neće biti (ili će prestati da bude) Strana izuzeta od FATCA na ili nakon Datuma za primenu FATCA;
  - (ii) Informacije dostavljene od strane Agenta kreditnog aranžmana u skladu sa Klauzulom 12.6 (*Informacije FATCA*) ukazuju da Agent kreditnog aranžmana neće biti (ili će prestati da bude) Strana izuzeta od FATCA na ili nakon Datuma za primenu FATCA; ili
  - (iii) Agent kreditnog aranžmana obavesti Zajmoprimca i Zajmodavce da Agent kreditnog aranžmana 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 FATCA Odbitak što ne bi bilo potrebno da je Agent kreditnog aranžmana Strana izuzeta od FATCA, i Zajmoprimac ili taj

Zajmodavac, putem obaveštenja dostavljenog Agentu kreditnog aranžmana, zahtevaju da se isti povuče sa te funkcije.

## 24.13 Zamena Agenta kreditnog aranžmana

- (a) Nakon savetovanja sa Zajmoprimcem, Većinski zajmodavci mogu davanjem prethodnog obaveštenja od 30 dana Agentu kreditnog aranžmana, zameniti Agenta imenovanjem Agenta sledbenika.
- (b) Odlazeći Agent kreditnog aranžmana 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 Agenta kreditnog aranžmana prema Finansijskim dokumentima.
- (c) Imenovanje Agenta sledbenika će stupiti na snagu na dan naznačen na obaveštenju koje Većinski zajmodavci šalju odlazećem Agentu kreditnog aranžmana. Od tog datuma, odlazeći Agent kreditnog aranžmana će biti oslobođen svih daljih obaveza u pogledu Finansijskih dokumenata (osim njegovih obaveza iz stava (b) iznad), ali će zadržati pravo na koristi iz Klauzule 14.3 (*Naknada troškova Agentu kreditnog aranžmana i Sinosure agentu*) i ove Klauzule 24 (i sve agencijske naknade za račun odlazećeg Agenta kreditnog aranžmana prestaće da se obračunavaju od (i biće plative) tog dana).
- (d) Svaki Agent sledbenik i sve ostale Strane će imati ista međusobna prava i obaveze koje bi imali da je takav sledbenik bio prvobitna Strana.

#### 24.14 Poverljivost

- (a) Kada postupa u svojstvu zastupnika kreditnog aranžmana Finansijskih strana, smatraće se da Agent kreditnog aranžmana postupa preko odeljenja agencije, koje će biti smatrano odvojenim subjektom od bilo kog drugog odeljenja ili službe.
- (b) Ukoliko informacija bude primljena od strane drugog odeljenja ili službe Agent kreditnog aranžmana, ona može biti tretirana kao poverljiva za to odeljenje ili službu i smatraće se da Agent kreditnog aranžmana nema saznanje o istoj.

## 24.15 Odnos sa Zajmodavcima

- (a) U skladu sa Klauzulom 22.10 (*Proporcionalno plaćanje kamate*), Agent kreditnog aranžmana može tretirati lice u svojim knjigama kao Zajmodavca, na otvaranju poslovanja (umesto glavne kancelarije Agenta kreditnog aranžmana uz povremena obaveštavanja Finansijskih strana) kao Zajmodavac koji deluje preko svoje Kancelarije kreditnoga aranžmana:
  - (i) koji ima pravo na ili je odgovoran za svako dospelo plaćanje prema Finansijskim dokumentima ili Sinosure polisi 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 Finansijskom dokumentu sastavljenom ili dostavljenom na taj dan,

- osim ako je najmanje pet (5) Radnih dana unapred primio prethodno obaveštenje od tog Zajmodavca u suprotnom smislu, a u skladu sa uslovima ovog Ugovora.
- (b) Svaki Zaimodavac može davanjem obaveštenja Agentu kreditnog aranžmana imenovati lice koje će u njegovo ime primati sva obaveštenja, saopštenja, podatke i dokumenta koji se moraju predati ili poslati tom Zajmodavcu u skladu sa Finansijskim dokumentima. To obaveštenje sadržaće adresu i broj faksa (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 službu ili službenika, ukoliko ih ima, kojima će komunikacija biti upućena), a isto će se odnositi na obaveštenje o zamenskoj adresi, broju faksa, adresi elektronske pošte (ili drugim takvim informacijama), sektoru i licu sa posebnim ovlašćenjima Zaimodavca u smislu Klauzule 30.2 (Adrese) i stava 30.5(a)(ii) Klauzule 30.5 (Elektronska komunikacija) i Agent kreditnog aranžmana će biti ovlašćen da to lice smatra ovlašćenim za prijem svih obaveštenja, saopštenja, podataka i dokumenata, kao da je to lice Zajmodavac.

## 24.16 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 Finansijskim dokumentom ili Sinosure polisom, svaki Zajmodavac potvrđuje Agentu kreditnog aranžmana i Ovlašćenom glavnom aranžeru da je bio i da će i dalje biti jedini odgovoran za svoju sopstvenu nezavisnu ocenu i ispitivanje svih rizika koji nastanu po osnovu ili u vezi sa bilo kojim Finansijskim dokumentom ili Sinosure polisom, ali ne ograničavajući se na:

- (a) finansijsko stanje, status i prirodu Zajmoprimca;
- (b zakonitost, validnost, pravno dejstvo, adekvatnost ili izvršnost bilo kog Finansijskog dokumenta, Sinosure polise i bilo kog drugog sporazuma, aranžmana ili dokumenta koji je zaključen, sačinjen ili potpisan u očekivanju, ili u vezi sa bilo kojim Finansijskim dokumentom;
- (c) pitanje da li taj Zajmodavac ima pravo regresa i prirode i dometa tog regresa protiv bilo koje Strane ili bilo koje odgovarajuće imovine po osnovu ili u vezi sa bilo kojim Finansijskim dokumentom, transakcijom koja je predmet Finansijskog dokumenta, Sinosure polisom ili bilo kojim drugim sporazumom, aranžmanom ili dokumentom koji zaključi, sačini ili potpiše u očekivanju, po osnovu ili u vezi sa bilo kojim Finansijskim dokumentom ili Sinosure polisom; i
- (d) primerenost, tačnost ili potpunost bilo koje informacije koju obezbedi Agent kreditnog aranžmana, bilo koja Strana i bilo koje drugo lice po osnovu ili u vezi sa bilo kojim Finansijskim dokumentom ili Sinosure polisom, transakcijom koja je predmet bilo kog Finansijskog dokumenta, Sinosure polisom ili bilo kog drugog sporazuma, aranžmana ili dokumenta koji zaključi, sačini ili potpiše u očekivanju, po osnovu ili u vezi sa bilo kojim Finansijskim dokumentom ili Sinosure polisom.

#### 24.17 Vreme Agenta kreditnog aranžmana

Bilo koji iznos plativ Agentu kreditnog aranžmana u skladu sa Klauzulom 14.3 (*Indemnity to the Facility Agent and Sinosure Agent*), Klauzulom 16 (*Troškovi i* 

izdaci) i Klauzulom 24.11 (*Naknada Zajmodavaca Agentu kreditnog aranžmana*) obuhvatiće troškove korišćenja vremena Agenta kreditnog aranžmana ili drugih resursa i obračunavaće se do iznosa od 5.000 evra, a biće obračunato na osnovu razumne dnevne tarife ili po satu o čemu će Agent kreditnog aranžmana obavestiti Zajmoprimca i Zajmodavce.

## 24.18 Odbitak od iznosa plativih od strane Agenta kreditnog aranžmana

Ukoliko bilo koja Strana duguje neki iznos Agentu kreditnog aranžmana po osnovu Finansijskih dokumenata, Agent kreditnog aranžmana će, nakon što obavesti tu Stranu, odbiti sumu koja ne premašuje to dugovanje od bilo kog plaćanja prema toj Strani koje bi Agent kreditnog aranžmana inače bio obavezan da izvrši prema Finansijskim dokumentima i iskoristi takvu sumu za ili prema naknadi iznosa koji se duguje. U smislu Finansijskih dokumenata, smatraće se kao da je ta Strana primila svaki iznos umanjen na taj način.

# 24.19 Uloga Referentnih banki

- (a) Nijedna Referentna banka nije u obavezi da Agentu kreditnog aranžmana dostavi kotaciju ili bilo koju drugu informaciju.
- (b) Nijedna Referentna banka neće biti odgovorna za bilo koju radnju koju je preduzela u okviru ili u vezi sa bilo kojim Finansijskim dokumentom ili za bilo koju Kotaciju Referentne banke, osim ako nije direktno uzrokovana njenim grubim nemarom ili krajnjom nepažnjom.
- (c) Nijedna Strana (osim relevantne Referentne banke) ne može pokrenuti bilo kakav postupak protiv bilo kog službenika, zaposlenog ili predstavnika bilo koje Referentne banke u vezi sa bilo kojim potraživanjem koje bi mogla imati protiv te Referentne banke ili u vezi sa bilo kojim činjenjem ili propustom bilo koje vrste od strane tog službenika, zaposlenog ili predstavnika u vezi sa bilo kojim Finansijskim dokumentom ili bilo kojom Kotacijom Referentne banke, i bilo koji službenik, zaposleni ili predstavnik svake Referentne banke može da se osloni na ovu Klauzulu 24.19 u skladu sa Klauzulom 1.4 (Prava treće strane) i odredbama Zakona o trećim stranama.

#### 24.20 Referentne banke treće strane

Referentna banka koja nije Strana može se osloniti na Klauzulu 24.19 (*Role of Reference* Banks), Klauzule 24.3 (*Duties of the Facility* Agent) i Klauzule 36 (*Poverljivost stopa finansiranja i kotacije referentnih banaka*), u skladu sa Klauzulom 1.4 (*Prava treće strane*) i odredbama Zakona o trećim stranama.

#### 25. ULOGA SINOSURE AGENTA

#### 25.1 Imenovanje Sinosure agenta

- (a) Svaki Zajmodavac i Ovlašćeni glavni aranžer neopozivo imenuju Sinosure agenta da deluje kao zastupnik u okviru i u vezi sa:
  - (i) Sinosure polisom; i
  - (ii) Finansijskim dokumentima u vezi sa pitanjima koja se odnose na Sinosure i Sinosure polisu.

- (b) Svaki Zajmodavac i Ovlašćeni glavni aranžer neopozivo ovlašćuju Sinosure agenta da:
  - (i) izvršava dužnosti, obaveze i odgovornosti i koristi prava, ovlašćenja i diskreciona prava posebno dodeljena Sinosure agentu u skladu sa i u vezi sa Finansijskim dokumentima i Sinosure polisom, sa svim drugim sporednim pravima, ovlašćenjima i diskrecionim pravima; i
  - (ii) potpiše Sinosure polisu.

## 25.2 Instrukcije

- (a) Sinosure agent će:
  - iskoristiti ili se suzdržati od korišćenja bilo kog prava, ovlašćenja, autoriteta ili diskrecionog prava koja su mu data kao Sinosure agentu u skladu sa bilo kojim instrukcijama koja su mu data od strane Sinosure ili u skladu sa odredbama Sinosure polise; i
  - (ii) neće biti odgovoran za bilo koju radnju (ili propust) ako postupa (ili se suzdrži od postupanja) u skladu sa stavom (i) iznad.
- (b) Sinosure agent će biti ovlašćen da od Sinosure traži instrukcije ili pojašnjenja svake instrukcije o tome da li, i na koji način, bi trebalo ostvarivati ili se suzdržati od ostvarivanja svakog prava, moći, ovlašćenja ili diskrecionog prava. Sinosure agent se može suzdržati od postupanja, osim ako i dok ne primi takve instrukcije ili pojašnjenja koja je zatražio.
- (c) Osim ako nije suprotno navedeno u Sinosure polisi, sve instrukcije koje je Sinosure dao Sinosure agentu imaće prednost nad bilo kojim suprotnim instrukcijama dobijenim od bilo koje Strane i biće obavezujući za sve Finansijske strane.
- (d) Sinosure agent se može suzdržati od postupanja u skladu sa svakom instrukcijom Sinosure do prijema odštete i/ili osiguranja koje mu je po njegovoj slobodnoj oceni potrebno (koje može biti većeg opsega od onog sadržanog u Finansijskim dokumentima i koje može uključivati plaćanje unapred) za sve troškove, gubitke ili odgovornosti koje može izazvati u postupanju saglasno tim instrukcijama.
- (e) U nedostatku instrukcija, Sinosure agent može, delujući razumno, postupati (ili se suzdržati od postupanja) onako kako smatra da je u najboljem interesu Zajmodavaca.
- (f) Sinosure 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 Finansijski dokument ili Sinosure polisu.
- (g) Svaki Zajmodavac ovlašćuje Sinosure agenta da primeni sve instrukcije koje primi od Sinosure koje su u skladu sa odredbama i uslovima Sinosure polise.
- (h) Svaki Zajmodavac saglasan je da svaki propust Sinosure agenta da ispoštuje bilo koju instrukciju u skladu sa stavom (g) iznad ili odredbama i uslovima Sinosure polise, može uzrokovati istekom pokrivenosti polisom.

## 25.3 Obaveze Sinosure agenta

- (a) Sinosure agent će bez odlaganja dostaviti:
  - (i) primerak bilo koje instrukcije koju je Sinosure prosledila Agentu kreditnog aranžmana, kao i detaljne informacije o svim radnjama koje je preduzeo ili predlaže da se preduzmu u skladu sa tim instrukcijama; i
  - (ii) original ili kopiju bilo kog dokumenta koji je dostavljen Sinosure agentu od strane:
    - (A) Sinosure za Stranu te Strane; ili
    - (B) Strane za Sinosure.
- (b) Osim u slučajevima kada je Finansijskim dokumentom ili Sinosure polisom izričito utvrđeno suprotno, Sinosure agent nije obavezan da pregleda ili proveri primerenost, tačnost ili potpunost bilo kog dokumenta koji prosledi drugoj Strani ili Sinosure.
- (c) Ukoliko Sinosure agent dođe do saznanja o neplaćanju bilo kog iznosa glavnice, kamate ili naknade koja je po ovom Ugovoru plativa Finansijskoj strani (izuzev Agentu kreditnog aranžmana, Sinosure agentu ili Ovlašćenom glavnom aranžeru) u skladu sa ovim Ugovorom, obavezan je da bez odlaganja obavesti Agenta kreditnog aranžmana i Sinosure.
- (d) Sinosure agent će imati samo one dužnosti koje su jasno navedene u Finansijskim dokumentima i Sinosure polisi (i nikakve druge se neće podrazumevati).
- (e) Ukoliko Sinosure agent dođe do saznanja da je došlo do Slučaja Sinosure polise, obavestiće Agenta kreditnog aranžmana (koji će potom obavestiti Zajmodavce).
- (f) U smislu Kredita, Sinosure agent je u obavezi da prati da li su uslovi definisani pod stavom 4.2(a)(iv) Klauzule 4.2 (*Dodatni preduslovi*) ispunjeni.
- (g) Sinosure agent će bez odlaganja obavestiti Agenta kreditnog aranžmana ako uslovi definisani pod stavom 4.2(a)(iv) Klauzule 4.2 (*Dodatni preduslovi*) nisu ispunjeni.
- (h) Svako plaćanje koje primi Sinosure agent od Sinosure u skladu sa Sinosure polisom, Sinosure agent će staviti na raspolaganje Agentu kreditnog aranžmana čim to postane izvodljivo nakon prijema, na račun o kome će Agent kreditnog aranžmana obavestiti Sinosure agenta u roku ne manjem od pet (5) Radnih dana kod banke u glavnom finansijskom centru u zemlji te valute i Agent kreditnog aranžmana će svaki iznos tako primljen primenjivati na iznose koje Zajmoprimac duguje Finansijskim stranama prema ili u vezi sa Finansijskim dokumentima u skladu sa ovim Ugovorom.

## 25.4 Bez fiducijarnih obaveza

- (a) Ništa u bilo kom Finansijskom dokumentu ili Sinosure polisi ne predstavlja Sinosure agenta kao poverenika ili fiducijara bilo kog drugog lica.
- (b) Sinosure agent neće odgovarati nijednom Zajmodavcu za bilo koji iznos ili profitni element bilo kog iznosa koji je isti sam primio za svoj račun.

## 25.5 Poslovanje sa Zajmoprimcem

Sinosure agent može primati depozite, davati pozajmice u novcu i uopšteno obavljati bilo koju vrstu bankarskog ili drugog posla sa Zajmoprimcem.

## 25.6 Prava i diskreciona ovlašćenja

- (a) Ne dovodeći u pitanje bilo koje odredbe Sinosure polise, Sinosure agent
  - (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 (1) Agenta kreditnog aranžmana valjano dato u skladu sa odredbama Finansijskih dokumenata; ili (2) Sinosure propisno dato u skladu sa odredbama Sinosure polise; i
    - (B) da ukoliko nije primio obaveštenje o opozivu, takva uputstva nisu opozvana;
  - (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 stava (A) iznad, može pretpostaviti da postoje dovoljni dokazi da je takva potvrda istinita i tačna; i
  - (iv) da obavesti Sinosure o povećanju i materijalnoj promeni u pokriću osiguranja od rizika predviđenom Sinosure polisom u meri u kojoj se to zahteva uslovima Sinosure polise ili kako bi se obezbedio nastavak važenja Sinosure polise (Sinosure agent će obavestiti Sinosure ukoliko dobije takve instrukcije od Agenta kreditnog aranžmana za račun Većinskih zajmodavaca).
- (b) Sinosure agent može pretpostaviti (osim ako je primio obaveštenje u suprotnom smislu u svojstvu Sinosure agenta za Zajmodavce) da:
  - (i) nije došlo do Neizvršenja obaveza:
  - (ii) nijedno pravo, ovlašćenje ili diskreciono pravo koje ima bilo koja Strana ili grupa Zajmodavaca nije realizovano; i
  - (iii) svako obaveštenje ili zahtev o kome ga obavesti Agent kreditnog aranžmana ili je obaveštena bilo koja druga Strana za račun i uz odobrenje i znanje lica od koga se pretpostavlja da je takvo obaveštenje dobijeno.
- (c) Sinosure agent može angažovati i platiti savet ili usluge bilo kog advokata, računovođe, poreskog savetnika, procenitelja ili drugog stručnog savetnika ili stručnjaka.

- (d) Ne dovodeći u pitanje odredbe stava (c) iznad ili stava (e) ispod u daljem tekstu, Sinosure agent može u bilo kom trenutku o svom trošku angažovati usluge bilo kog advokata koji će delovati kao nezavisni savetnik Sinosure agenta (i time odvojeno od svih advokata Zajmodavaca ili Agenta kreditnog aranžmana), ako Sinosure agent po razumnom mišljenju smatra da je to neophodno.
- (e) Sinosure 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 Sinosure agenta ili bilo koje druge Strane) i neće biti odgovoran za bilo kakvu štetu, troškove ili gubitke bilo kog lica, bilo koje umanjenje vrednosti ili odgovornosti uopšte koja bi proizašla iz takvog njegovog oslanjanja.
- (f) Sinosure agent može postupati u vezi sa Finansijskim dokumentima i Sinosure polisom preko svog zvaničnika, zaposlenih i agenata.
- (g) Ako Finansijski dokument izričito ne propisuje drugačije, Sinosure agent može otkriti Sinosure i svakoj drugoj Finansijskoj strani svaku informaciju za koju razumno smatra da je primio u svojstvu Sinosure agenta u skladu sa Finansijskim dokumentom.
- (h) Ne dovodeći u pitanje bilo koju drugu suprotnu odredbu bilo kog Finansijskog dokumenta ili Sinosure polise, Sinosure agent nije u obavezi da učini ili propusti da učini ono za šta bi opravdano mogao 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 Finansijskog dokumenta ili Sinosure polise, Sinosure agent nije dužan da troši ili rizikuje vlastita sredstva ili na drugi način izazove bilo koju finansijsku odgovornost u izvršenju svojih dužnosti, obaveza ili odgovornosti ili u ostvarenju svakog prava, ovlašćenja ili diskrecionog prava ako ima osnove da veruje da mu nije razumno osigurana otplata takvih sredstava ili primerena odšteta, ili osiguranje, za takav rizik ili odgovornost.

## 25.7 Odgovornost za dokumentaciju

Sinosure agent nije odgovoran za:

- (a) adekvatnost, tačnost i/ili potpunost bilo koje informacije (bilo usmene ili pismene) koju dostavi Sinosure agent, Agent kreditnog aranžmana, Ovlašćeni glavni aranžer, Zajmoprimac, Sinosure ili bilo koje drugo lice, a koja je data u vezi sa bilo kojim Dokumentom o transakciji, Sinosure polisom, ili transakcijom koja je predmet Dokumenta o transakciji, Sinosure polisom ili drugim sklopljenim, sačinjenim ili potpisanim ugovorima, dogovorima ili dokumentima u očekivanju, po ili u vezi sa bilo kojim Finansijskim dokumentom ili Sinosure polisom; ili
- (b) zakonitost, validnost, pravno dejstvo, primerenost ili izvršnost bilo kog Dokumenta o transakciji, Sinosure Polise, bilo kog drugog ugovora, aranžmana ili dokumenta zaključenog, sačinjenog ili potpisanog u očekivanju ili u vezi sa bilo kojim Dokumentom o transakciji ili Sinosure polisom; ili
- (c) svako utvrđivanje da li svaka informacija koja je data ili će biti data bilo kojoj Finansijskoj strani predstavlja informaciju koja nije javna, čija upotreba može

biti regulisana ili zabranjena važećim zakonom ili propisom vezanim za trgovinu povlašćenim informacijama ili na drugi način.

#### 25.8 Bez obaveze nadzora

Sinosure agent neće biti u obavezi da ispituje:

- (a) da li je nastupio bilo koji slučaj Neispunjenja obaveze;
- (b) izvršenje, neispunjenje obaveze ili svako kršenje obaveza od strane bilo koje Strane ili Sinosure prema bilo kom Finansijskom dokumentu; ili
- (c) da li je nastupio bilo koji drugi slučaj naveden u bilo kom Finansijskom dokumentu ili Sinosure polisi.

## 25.9 Izuzeće od odgovornosti

- (a) Bez ograničavanja stava (b) ispod (i ne dovodeći u pitanje druge odredbe bilo kog Finansijskog dokumenta ili Sinosure polise kojima se izuzimaju ili ograničavaju odgovornosti), Sinosure agent neće biti odgovoran 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 Finansijskim dokumentom ili Sinosure polisom, osim ako nisu direktno uzrokovani grubim nemarom ili krajnjom nepažnjom;
  - (ii) ostvarivanje ili neostvarivanje prava, ovlašćenja ili diskrecionog prava koje mu je dato prema ili u vezi sa bilo kojim Finansijskim dokumentom, Sinosure polisom ili bilo kojim drugim sporazumom, aranžmanom ili dokumentom sklopljenim, učinjenim ili potpisanim u očekivanju, prema ili u vezi sa bilo kojim Finansijskim dokumentom ili Sinosure polisom, osim iz razloga njegovog grubog nemara ili krajnje nepažnje; ili
  - (iii) ne dovodeći u pitanje opšte odredbe stavova (i) i (ii) iznad, bilo koja štetu, troškove ili gubitke bilo kog lica, umanjenje vrednosti ili svaku odgovornost (ali ne uključujući tužbu zbog prevare Sinosure 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 na) 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 poremećaja); 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 radnji.

(b) Nijedna Strana (osim Sinosure agenta) ne može pokrenuti bilo koji postupak protiv bilo kog službenika, zaposlenog ili predstavnika Sinosure agenta u pogledu bilo kog potraživanja koje može imati prema Sinosure agentu ili po

pitanju bilo kog preduzimanja ili nepreduzimanja radnje od strane tog službenika, zaposlenog ili predstavnika u vezi sa Dokumentom o transakciji ili Sinosure polisom i bilo koji službenik, zaposleni ili predstavnika Sinosure agenta može se oslanjati na Klauzulu 1.4 (*Prava treće strane*) i odredbe Zakona o trećoj strani.

- (c) Sinosure agent neće biti odgovoran za bilo koje kašnjenje (ili bilo koju povezanu posledicu) u vezi sa uplatom na račun iznosa koji prema Finansijskim dokumentima ili Sinosure polisi treba da plati Sinosure agent, ako je Sinosure 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 Sinosure agent koristi u tu svrhu.
- (d) Ništa u ovom Ugovoru ne obavezuje Sinosure agenta 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 ili bilo koju Filijalu bilo kog Zajmodavca,

za račun bilo kog Zajmodavca i svaki Zajmodavac potvrđuje Sinosure agentu 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 Sinosure agent.

(e) Ne dovodeći u pitanje bilo koju odredbu Finansijskog dokumenta ili Sinosure polise kojom se isključuje ili ograničava odgovornost Sinosure agenta, odgovornost Sinosure agenta koja proističe iz ili je u vezi sa bilo kojim Finansijskim dokumentom ili Sinosure polisom biće ograničena na iznos stvarno pretrpljenog gubitka (kako je utvrđeno pozivanjem na dan neispunjenja obaveze Sinosure agenta 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 Sinosure agentu poznate u bilo svakom trenutku i koje povećavaju iznos tog gubitka. Ni u kom slučaju Sinosure 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 Sinosure agent bio obavešten o mogućnosti takvih gubitaka ili šteta.

# 25.10 Naknada Zajmodavaca Sinosure agentu

(a) Svaki Zajmodavac će (srazmerno svom udelu u Ukupnim angažovanim sredstvima, ili, ukoliko su u tom trenutku Ukupna angažovana sredstva jednaka nuli, svom udelu u Ukupnim angažovanim sredstvima neposredno pre njihovog smanjenja na nulu) nadoknaditi Sinosure agentu u roku od tri (3) Radna dana od zahteva, svaki iznos troškova, gubitka ili obaveza nastalih za Sinosure agenta (uključujući ali ne ograničavajući se na nemar ili bilo koju drugu kategoriju odgovornosti) (osim zbog grubog nehata ili krajnje nepažnje Sinosure agenta) postupajući kao Sinosure agent u skladu sa Finansijskim dokumentima ili kao strana Sinosure polise (osim ako je Zajmoprimac refundirao Sinosure agenta u skladu sa Finansijskim dokumentom ili od Sinosure u skladu sa Sinosure polisom).

(b) Zajmoprimac će bez odlaganja na zahtev refundirati bilo kom Zajmodavcu svaki iznos koji je Zajmodavac platio Sinosure agentu u skladu sa stavom (a) iznad.

# 25.11 Ostavka Sinosure agenta

- (a) Sinosure agent može podneti ostavku (uz prethodno odobrenje Sinosure) i imenovati jednu od svojih Filijala kao sledbenika tako što će dati obaveštenje Agentu kreditnog aranžmana (a Agent kreditnog aranžmana će bez odlaganja proslediti svako takvo obaveštenje Zajmoprimcima i Zajmodavcu).
- (b) Umesto toga, Sinosure agent može podneti ostavku (uz prethodnu saglasnost Sinosure) uz otkazni period od 30 koje daje Agentu kreditnog aranžmana (i Agent kreditnog aranžmana će bez odlaganja proslediti svako takvo obaveštenje Zajmodavcima i Zajmoprimcu), u kom slučaju Većinski zajmodavci (nakon konsultacija sa Zajmoprimcem) mogu (uz prethodno odobrenje Sinosure) imenovati sledbenika Sinosure agenta.
- (c) Ukoliko Većinski zajmodavci ne postave sledbenika Sinosure agenta u skladu sa stavom (b) iznad u roku od 20 dana od dana podnošenja ostavke, Sinosure agent koji se povlači (nakon konsultacija sa Zajmoprimcem) može (uz prethodno odobrenje Sinosure) postaviti sledbenika Sinosure agenta.
- (d) Ako Sinosure agent daje ostavku zato što (postupajući razumno) smatra da za njega više nije primereno da ostaje kao zastupnik i Sinosure agent ima pravo da postavi sledbenika Sinosure agenta u skladu sa stavom (c) iznad, Sinosure agent može (ako zaključi (postupajući razumno) da je neophodno da to uradi kako bi ubedio predloženog sledbenika Sinosure agenta da postane strana ovog Ugovora kao Sinosure agent) da se dogovori sa predloženim sledbenikom Sinosure agenta i Sinosure o izmenama i dopunama ove Klauzule 25 i bilo kojih drugih odredbi ovog Ugovora koje se odnose na prava i obaveze Sinosure agenta u skladu sa postojećom tržišnom praksom o postavljenju i zaštiti korporativnih poverenika zajedno sa svim razumnim izmenama i dopunama odredaba o naknadi Sinosure po ovom Ugovoru koja je u skladu sa redovnom tarifom sledbenika Sinosure agenta i te izmene i dopune biće obavezujuće za Strane.
- (e) Sinosure agent koji se povlači staviće na raspolaganje Sinosure agentu sledbeniku onu dokumentaciju i evidenciju koju Sinosure agent sledbenik može razumno zahtevati i obezbediti pomoć za svrhe izvršenja svojih funkcija, kao Sinosure agent kreditnog aranžmana prema Finansijskim dokumentima i Sinosure polisi. Zajmoprimac će u roku od tri (3) Radna dana od dana zahteva, refundirati odlazećem Sinosure agentu iznos svih troškova i rashoda (uključujući i pravne troškove) koje je propisno pretrpeo stavljanjem na raspolaganje takvih dokumenata i evidencije i pružanjem takve pomoći.
- (f) Obaveštenje Sinosure agenta o otkazu stupa na snagu na datum koji se kasnije desi:
  - (i) imenovanje sledbenika; i
  - (ii) prenos Sinosure polise na sledbenika; i
  - (iii) potvrda Sinosure o imenovanju sledbenika Sinosure agenta.
- (g) Od datuma stupanja na snagu obaveštenja o otkazu Sinosure agenta, odlazeći Sinosure agent biće razrešen bilo kakve naknadne obaveze u

pogledu Finansijskih dokumenata (osim obaveza definisanih u stavu (e) iznad), ali će mu ostati pravo u smislu Klauzule 14.3 (*Refundiranje troškova Agentu kreditnog aranžmana i Sinosure agentu*) i ove Klauzule 25 (i sve agencijske naknade za račun Sinosure agenta koji se povlači više se neće obračunavati (i biće plative) na taj datum). Svaki sledbenik i svaka od drugih Strana imaće ista međusobna prava i obaveze kakve bi imali da je taj sledbenik prvobitna Strana.

## 25.12 Zamena Sinosure agenta

- (a) Nakon savetovanja sa Zajmoprimcem, Većinski zajmodavci mogu (uz prethodno odobrenje Sinosure), davanjem prethodnog obaveštenja od 30 dana Sinosure agentu, zameniti Sinosure agenta imenovanjem sledbenika Sinosure agenta.
- (b) Odlazeći Sinosure agent će učiniti dostupnim Sinosure agentu sledbeniku takve dokumente i evidenciju i dati takvu podršku kakvu Sinosure agent sledbenik može razumno zatražiti za potrebe izvršenja svojih funkcija kao Sinosure agenta u skladu sa Finansijskim dokumentima.
- (c) Imenovanje Sinosure agenta sledbenika će stupiti na snagu na datum koji se desi kasnije:
  - (i) danom definisanim u obaveštenju koju su Većinski zajmodavci dali Sinosure agentu koji se povlači; i
  - (ii) danom prenosa Sinosure polise na tog sledbenika.
- (d) Od datuma postavljenja Sinosure agenta sledbenika, odlazeći Sinosure agent biće oslobođen svih daljih obaveza u pogledu Finansijskih dokumenata (osim njegovih obveza iz stava (b) iznad), ali će zadržati pravo na koristi iz Klauzule 14.3 (*Refundiranje troškova Agenta kreditnog aranžmana i Sinosure agenta*) i ove Klauzule 25 (i sve agencijske naknade za račun Sinosure agenta koji se povlači prestaće da se obračunavaju od (i biće plative) tog dana).
- (e) Svaki Sinosure agent sledbenik i sve ostale Strane će imati ista međusobna prava i obaveze koje bi imali da je takav sledbenik bio prvobitna Strana.

#### 25.13 Poverljivost

- (a) Kada postupa u svojstvu agenta Zajmoprimaca, smatraće se da Sinosure agent postupa preko svog sektora, koji će biti smatran odvojenim subjektom od bilo kog drugog sektora ili službe.
- (b) Ukoliko informacija bude primljena od drugog sektora ili službe Sinosure agenta, ona može biti tretirana kao poverljiva za taj sektor ili službu i smatraće se da Sinosure agent nema saznanje o tome.

#### 25.14 Odnos sa Agentom kreditnog aranžmana i Zajmodavcima

- (a) Agent kreditnog aranžmana će obavestiti Sinosure agenta o kontakt podacima svakog Zajmodavca na zahtev Sinosure agenta (koji potom može obavestiti Sinosure). Sinosure agent može smatrati lice navedeno u podacima Agenta kreditnog aranžman Zajmodavcem u bilo kom trenutku.
- (b) Svaki od Zajmodavaca i Agent kreditnog aranžmana saglasni da će sva komunikacija između njih i Sinosure u vezi sa Sinosure polisom ili bilo kojim Finansijskim dokumentom biti realizovana od strane i preko Sinosure agenta.

- (c) Svaki od Zajmodavaca i Sinosure agent saglasni su da će sva komunikacija između Sinosure agenta i bilo kog Zajmodavca u vezi sa Sinosure polisom ili bilo kojim Finansijskim dokumentom biti realizovana od strane i preko Agenta kreditnog aranžmana.
- (d) Sinosure agent će imati pravo da prima i deluje po bilo kom obaveštenju, zahtevu, dokumentu ili komunikaciji ili donese bilo koju odluku ili zaključak prema Finansijskom dokumentu ili Sinosure polisi za račun Zajmodavca ili grupe Zajmodavaca, ako ga je Agent kreditnog aranžmana obavestio o tom obaveštenju, zahtevu, dokumentu ili komunikaciji za račun tog Zajmodavca ili grupe Zajmodavaca, bez dodatne provere.

## 25.15 Procena 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 transakciji ili Sinosure polisom, svaki Zajmodavac potvrđuje Sinosure agentu 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 transakciji, Sinosure i Sinosure polisom, uključujući ali ne ograničavajući se na:

- (a) finansijsko stanje, status i prirodu Zajmoprimca i Sinosure;
- (b) zakonitost, važenje, pravno dejstvo, primerenost ili izvršnost bilo kog Dokumenta o transakciji, Sinosure polisi i bilo kog drugog sporazuma, aranžmana ili dokumenta koji je zaključen, sačinjen ili potpisan u očekivanju ili je u vezi sa bilo kojim Dokumentom o transakciji ili Sinosure polisom;
- (c) proveru da li taj Zajmodavac ima pravo regresa i priroda i domet prava na regres protiv bilo koje Strane ili Sinosure, ili bilo kog odgovarajućeg dela imovine po osnovu ili u vezi sa bilo kojim Dokumentom o transakciji ili Sinosure polisom, transakcijom koja je predmet Dokumenta o transakciji ili bilo kog drugog sporazuma, aranžmana ili dokumenta koji zaključi, sačini ili potpiše u očekivanju, po osnovu ili u vezi sa bilo kojim Dokumentom o transakciji ili Sinosure polisom; i
- (d) primerenost, tačnost ili potpunost svakog Zahteva za korišćenje sredstava ili Relevantnog pratećeg Dokumenta i bilo koje druge informacije dostavljene od strane Agenta kreditnog aranžmana, bilo koje Strane ili bilo kog drugog lica po osnovu ili u vezi sa bilo kojim Dokumentom o transakciji ili Sinosure polisom, transakcijama predviđenim bilo kojim Dokumentom o transakciji, Sinosure polisom ili bilo kojim drugim sporazumom, aranžmanom ili dokumentom koji zaključi, sačini ili potpiše u očekivanju, po osnovu ili u vezi sa bilo kojim Dokumentom o transakciji ili Sinosure polisom.

#### 25.16 Vreme Sinosure agenta

Bilo koji iznos plativ Sinosure agentu prema Klauzuli 14.3 (*Refundiranje troškova Agentu kreditnog aranžmana i Sinosure agentu*), Klauzuli 16 (*Troškovi i izdaci*) i Klauzuli 25.10 (*Naknada Zajmodavaca Sinosure agentu*) obuhvatiće troškove korišćenja vremena Sinosure agenta ili drugih resursa i biće obračunato na osnovu razumne dnevne tarife ili po satu o čemu će Sinosure agent obavestiti Zajmoprimca i Zajmodavce, što je dodatak na bilo koje naknadu koja je plaćena ili plativa Sinosure agentu prema Klauzuli 11 (*Naknade*).

## 25.17 Odbitak od iznosa plativih od strane Sinosure agenta

Ukoliko bilo koja Strana duguje neki iznos Sinosure agentu po osnovu Finansijskih dokumenata ili Sinosure polise, Sinosure agent će, nakon što obavesti tu Stranu, odbiti sumu koja ne premašuje to dugovanje od bilo kog plaćanja prema toj Strani koje bi Sinosure agent inače bio obavezan da izvrši prema Finansijskim dokumentima ili Sinosure polisi i iskoristi takvu sumu za ili prema naknadi iznosa koji se duguje. Za potrebe Finansijskih dokumenata ili Sinosure polise, smatraće se kao da je ta Strana primila svaki iznos umanjen na taj način.

## 25.18 Sinosure polisa

Svaki Zajmodavac potvrđuje Sinosure agentu:

- (a) da je dobio primerak Sinosure polise i da je sproveo (i da će nastaviti da sprovodi) svoje nezavisno istraživanje i procenu Sinosure polise;
- (b) da prihvata da je Sinosure agent stupio u Sinosure polisu za račun Zajmodavaca i ovlašćuje Sinosure agenta da to uradi;
- (c) Sinosure agent i Sinosure dobili su sve informacije koje je Sinosure agent tražio od tog Zajmodavca kako bi Sinosure agent sklopio Sinosure polisu;
- (d) sve informacije koje je taj Zajmoprimac dostavio Sinosure agentu u vezi sa Sinosure polisom su tačne, kompletne, ažurne i ne dovode u zabludu;
- (e) sve izjave i garancije koje Agent kreditnog aranžmana (za račun Zajmodavca)daje Sinosure u Sinosure polisi bile su i biće tačne u svim materijalnim aspektima na dan kada su takve izjave i garancije date, u meri u kojoj je Zajmodavac upoznat; i
- (f) svaka komunikacija između njega i Sinosure u vezi sa Sinosure polisom ili bilo kojim Finansijskim dokumentom realizovaće se od strane i preko Sinosure agenta.

#### 25.19 Kontrola dokumenata

Ne dovodeći u pitanje obaveze Agenta kreditnog aranžmana, Zajmoprimac i svaki Zajmodavac su bezuslovno i neopozivo saglasni da:

- (a) odgovornost Agenta kreditnog aranžmana za kontrolu svakog Zahteva za korišćenje sredstava, svakog Relevantnog pratećeg dokumenta kao i bilo kog drugog dokumenta koji dobije a koji se na njih odnosi biće ograničena na potvrdu da su mu dokumenta predočena (ili, ukoliko dokumenta nisu na engleskom jeziku, biće predočen prevod na engleski) u skladu sa njihovim opisom;
- (b) ni jedna Finansijska strana neće biti u obavezi niti će biti odgovorna za kontrolisanje validnosti, istinitosti i autentičnosti Zahteva za korišćenje sredstava, svakog Relevantnog pratećeg dokumenta kao i bilo kog drugog dokumenta koji dobije i koji se na njih odnosi, niti navoda koji se u njima nalaze;
- (c) svaka Finansijska strana će imati puno pravo da se osloni na pouzdanost svake izjave koja se navodi u Zahtevu za korišćenje sredstava, svakom Relevantnom pratećem dokumentu kao i bilo kom drugom dokumentu koji dobije a koji se na njih odnosi; i

(d) ni jedna Finansijska strana neće biti odgovorna za bilo kakvo kašnjenje u obezbeđivanju Kredita, koje uzrokovano zahtevom Sinosure ili Finansijske strane koji se odnosi na dokaze ili dokumentaciju kako bi se uverila da će se Sinosure polisa primeniti na predmetni Kredit kada se zaključi.

Za potrebe ove Klauzule 25.19, "**predočen**" će se tumačiti u skladu sa poslednjom verzijom Jedinstvenih običaja i prakse za dokumentarne akreditive Međunarodne privredne komore.

## 26. POSLOVANJE FINANSIJSKIH STRANA

Nijedna odredba ovog Ugovora neće:

- (a) uticati na pravo bilo koje Finansijske strane da uredi svoje poslovanje (u pogledu poreza ili ostalog) na bilo koji način koji smatra primerenim;
- (b) obavezati bilo koju Finansijsku stranu da proveri ili zahteva bilo koji kredit, olakšicu, otpis ili otplatu na koje može imati pravo ili preispita obim, redosled ili vrstu bilo kog potraživanja;
- (c) obavezati bilo koju Finansijsku stranu da objavi bilo koju informaciju koja se tiče njenog poslovanja (poreskog ili drugog) ili bilo kojih obračuna koji se odnose na Poreze; ili
- (d) obavezati bilo koju Finansijsku stranu kreditnog aranžmana da uradi ili propusti da uradi bilo koju radnju koja predstavlja ili bi po njenom razumnom mišljenju mogla da predstavlja kršenje bilo kojih važećih Sankcija, Zakona o sprečavanju korupcije, Zakona o sprečavanju pranja novca.

#### 27. PRERASPODELA IZMEĐU FINANSIJSKIH STRANA

#### 27.1 Plaćanja Finansijskim stranama

- (a) Ako Finansijska strana ("Naplaćena Finansijska strana") primi ili naplati bilo koji iznos od Zajmoprimca u skladu sa Klauzulom 28 (Mehanizam plaćanja) ("Naplaćeni iznos") i rasporedi taj iznos na plaćanje dospelo prema Finansijskim dokumentima, tada će:
  - (i) Naplaćena Finansijska strana u roku od tri (3) Radna dana obavestiti Agenta kreditnog aranžmana o detaljima prijema te naplate;
  - (ii) Agent kreditnog aranžmana utvrditi da li primanje ili naplata Naplaćenoj Finansijskoj strani premašuje iznos koji bi joj bio plaćen da je primanje ili naplata izvršena ili sprovedena od strane Agenta kreditnog aranžmana i raspoređena u skladu sa Klauzulom 28 (Mehanizam plaćanja), ne uzimajući u obzir bilo kakav iznos poreza koji bi bio obračunat Agentu kreditnog aranžmana u vezi sa primanjem, naplatom ili raspodelom; i
  - (iii) Naplaćena Finansijska strana u roku od tri (3) Radna dana od zahteva Agenta kreditnog aranžman platiti Agentu kreditnog aranžmana iznos ("Zajedničko plaćanje") jednak tom prijemu ili umanjen za bilo koji iznos za koji Agent kreditnog aranžmana utvrdi da može biti zadržan od Naplaćene Finansijske strane kao njen udeo u bilo kom plaćanju koje se vrši u skladu sa Klauzulom 28.5 (*Delimično plaćanje*).

## 27.2 Preraspodela plaćanja

Agent kreditnog aranžmana će smatrati Zajedničko plaćanje kao da je izvršeno od strane Zajmoprimca i raspodeliće između Finansijskih strana (osim Naplaćenoj Finansijskoj strani) ("Isplaćene Finansijske strane") u skladu sa Klauzulom 28.5 (Delimična plaćanja) prema obavezama Zajmoprimca za Isplaćene Finansijske strane.

## 27.3 Prava Naplaćene finansijske strane

Pošto Agent kreditnog aranžmana u skladu sa Klauzulom 27.2 (*Preraspodela plaćanja*) preraspodeli plaćanje koje je Zajmoprimac izvršio Naplaćenoj Finansijskoj strani, u međusobnom odnosu Zajmoprimca i Naplaćene Finansijske strane, smatraće se da Zajmoprimac nije platio deo Naplaćenog iznosa koji je jednak Zajedničkom plaćanju.

## 27.4 Preinačenje preraspodele

Ako bilo koji deo Zajedničkog plaćanja koji je primljen ili naplaćen od Naplaćene Finansijske strane postane otplativ i otplaćuje ga ta Naplaćena Finansijska strana, tada će:

- (a) svaka Isplaćena Finansijska strana, po prijemu zahteva Agenta kreditnog aranžmana, platiti Agentu kreditnog aranžmana za račun Naplaćene Finansijske strane iznos koji je jednak odgovarajućem učešću u Zajedničkom plaćanju (zajedno sa iznosom koji je neophodan da se refundira Naplaćena Finansijska strana 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 Isplaćene Finansijske strane, smatraće se kao da Zajmoprimac nije platio iznos jednak odgovarajućem Redistribuiranom iznosu.

#### 27.5 Izuzeci

- (a) Klauzula 27 neće se primenjivati u onoj meri u kojoj Naplaćena Finansijska strana ne bi, po izvršenju bilo kog plaćanja u skladu sa ovom Klauzulom, imala validno i izvršivo potraživanje u odnosu na Zajmoprimca.
- (b) Naplaćena Finansijska strana nije obavezna da sa bilo kojom drugom Finansijskom stranom raspodeli bilo koji iznos koji primi ili naplati po osnovu sudskog ili arbitražnog postupka, ako:
  - (i) je obavestila drugu Finansijsku stranu o pravnom ili arbitražnom postupku; i
  - (ii) je ta druga Finansijska strana imala mogućnost da učestvuje u tom pravnom ili arbitražnom postupku, ali nije tako učinila odmah nakon što je to postalo razumno izvodljivo po prijemu obaveštenja i nije pokrenula odvojeni pravni ili arbitražni postupak.

# 28. MEHANIZMI PLAĆANJA

## 28.1 Plaćanje Agentu kreditnog aranžmana

- (a) Na svaki datum kada je Zajmoprimac ili Zajmodavac obavezan da izvrši plaćanje prema Finansijskim dokumentima, Zajmoprimac ili Zajmodavac će isto staviti na raspolaganje Agentu kreditnog aranžmana (osim ako nije drugačije naznačeno u Finansijskom dokumentu) u vrednosti na datum dospeća u ono vreme i u onim sredstvima za koje Agent kreditnog aranžmana 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 kod banke koju Agent kreditnog aranžmana, u svakom slučaju, naznači.

## 28.2 Raspodela od strane Agenta kreditnog aranžmana i Sinosure agenta

Svako plaćanje koje prime prema Finansijskim dokumentima ili Sinosure polisi za drugu Stranu, Agent kreditnog aranžmana ili Sinosure agent će, u skladu sa Klauzulom 28.3 (*Raspodela Zajmoprimcu*), Klauzulom 28.4 (*Povraćaj plaćenog iznosa i plaćanje unapred*) i Klauzulom 24.18 (*Odbitak od iznosa plativih od strane Agenta kreditnog aranžmana*) čim bude izvodljivo po prijemu, staviti na raspolaganje Strani koja je ovlašćena da primi plaćanja u skladu sa ovim Ugovorom (u slučaju Zajmodavca, za račun njegove Kancelarije kreditnog aranžmana), u korist računa koji ta Strana naznači u obaveštenju Agentu kreditnog aranžmana (nakon čega će Agent kreditnog aranžmana bez odlaganja obavestiti Sinosure agenta, ukoliko je to za njega značajno), obaveštenjem u roku ne kraćem od pet (5) Radnih dana kod banke koju Strana naznači u glavnom finansijskom centru u zemlji te valute.

# 28.3 Raspodele Zajmoprimcu

Agent kreditnog aranžmana može (uz saglasnost Zajmoprimca ili u skladu sa Klauzulom 29 (*Poravnanje*)) da iskoristi 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 prema Finansijskim dokumentima ili za kupovinu bilo kog iznosa u bilo kojoj valuti koja će biti primenjena na taj način.

#### 28.4 Povraćaj plaćenog iznosa i plaćanje unapred

- (a) Kada neki iznos treba da se plati Agentu kreditnog aranžmana ili Sinosure agentu prema Finansijskim dokumentima ili Sinosure polisi za drugu Stranu, Agent kreditnog aranžmana nije dužan da plati taj iznos toj Strani (ili da zaključi ili izvrši bilo kakav povezani devizni ugovor) dok ne bude u mogućnosti da utvrdi sa sigurnošću da je stvarno i primio taj iznos.
- (b) Osim ako se primenjuje stav (c) ispod, ako Agent kreditnog aranžmana ili Sinosure agent plati iznos drugoj Strani i dokaže se da Agent kreditnog aranžmana nije stvarno primio taj iznos, onda će Strana kojoj je Agent kreditnog aranžmana ili Sinosure agent taj iznos (ili sredstva dobijena iz bilo kog povezanog ugovora o razmeni) platio na zahtev refundirati isti Agentu kreditnog aranžmana ili Sinosure agentu zajedno sa kamatom na taj iznos od datuma plaćanja do datuma prijema od Agenta kreditnog aranžmana ili ili Sinosure agenta, prema obračunu Agenta kreditnog aranžmana ili ili Sinosure agenta u koji će biti uključeni njegovi troškovi finansiranja.

- (c) Ukoliko je Agent kreditnog aranžmana obavestio Zajmodavce da je spreman da stavi na raspolaganje sredstva na račun Zajmoprimca pre nego što od Zajmodavaca primi ta sredstva, ako i u meri u kojoj Agent kreditnog aranžmana stavi sredstva na raspolaganje ali potom ne primi ista sredstva od Zajmodavaca koja je on uplatio Zajmoprimcu:
  - (i) Agent kreditnog aranžmana će obavestiti Zajmoprimca o identitetu Zajmodavca i Zajmoprimac će na zahtev refundirati taj iznos Agentu kreditnog aranžmana; i
  - Zajmodavac čija sredstva je trebalo da budu stavljena na raspolaganje ili ukoliko je Zajmodavac propustio to da uradi, Zajmoprimac će na zahtev isplatiti dati iznos Agentu kreditnog aranžmana (kako je potvrđeno od strane Agenta kreditnog aranžmana) čime će se Agent kreditnog aranžmana obeštetiti za sve troškove finansiranja koje je snosio kao rezultat isplate date sume pre prijema sredstva od strane Zajmodavca.

# 28.5 Delimično plaćanje

- (a) Ako Agent kreditnog aranžmana primi plaćanje koje je nedovoljno da se izmire svi iznosi koji su u tom momentu plativi i dospeli od strane Zajmoprimca prema Finansijskim dokumentima, Agent kreditnog aranžmana će primeniti to plaćanje na obaveze Zajmoprimca prema Finansijskom dokumentu sledećim redosledom:
  - (i) **prvo**, proporcionalno će se platiti iznosi koji se duguju Agentu kreditnog aranžmana ili Ovlašćenom glavnom aranžeru u skladu sa Finansijskim dokumentima;
  - (ii) **drugo**, proporcionalno će se platiti obračunate kamate, naknade i provizije koje su dospele a nisu plaćene, 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 Finansijskim dokumentima.
- (b) Agent kreditnog aranžmana će, ako mu to nalože Većinski zajmodavci, izmeniti redosled predviđen u stavovima (a)(ii) do (iv) iznad.
- (c) Stavovi (a) i (b) iznad će imati prednost nad bilo kojom aproprijacijom koju izvrši Zajmoprimac.

#### 28.6 Bez poravnanja od strane Zajmoprimca

Sva plaćanja koja treba da izvrši Zajmoprimac po osnovu Finansijskih dokumenata biće obračunata i izvršena bez (i oslobođena i čista od svakog odbitka) poravnanja ili protivpotraživanja.

#### 28.7 Radni dani

(a) Svako plaćanje po osnovu svakog Finansijskog dokumenta 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 Neplaćenog iznosa po osnovu ovog Ugovora, kamata je plativa na glavnicu ili Neplaćen iznos po stopi plativoj na prvobitni datum dospeća.

#### 28.8 Valuta računa

- (a) U skladu sa stavom (b) i (c) ispod, valuta računa i plaćanja svakog iznosa koji dospeva i koji Zajmoprimac duguje po osnovu bilo kog Finansijskog dokumenta je evro.
- (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 evro biće plativ u toj drugoj valuti.

#### 28.9 Promena valute

- (a) Osim ako nije zakonom zabranjeno, ukoliko centralna banka bilo koje zemlje priznaje više od jedne valute ili valutne jedinice istovremeno kao zakonsku valutu te zemlje, onda će:
  - svako pozivanje u Finansijskim dokumentima na, i sve obaveze nastale prema Finansijskim dokumentima, valutu te države biti preračunate ili plaćene u valuti ili valutnoj jedinici te zemlje koju naznači Agent kreditnog aranžmana (nakon konsultacija sa Zajmoprimcem); i
  - (ii) svaki preračun iz jedne valute ili valutne jedinice u drugu biće po zvaničnom valutnom kursu centralne banke za konverziju te valute ili valutne jedinice u drugu, zaokruženo na viši ili niži iznos od strane Agenta kreditnog aranžmana (koji postupa sa dužnom pažnjom).
- (b) Ukoliko dođe do promene bilo koje valute u zemlji, ovaj Ugovor će, u meri u kojoj to Agent kreditnog aranžmana 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 međubankarskom tržištu kako bi odražavao promenu valute.

### 28.10 Prekid rada platnih sistema, itd.

Ako Agent kreditnog aranžmana utvrdi (po vlastitoj diskreciji) da je došlo do Slučaja poremećaja ili ako Zajmoprimac obavesti Agenta kreditnog aranžmana da je došlo do Slučaja poremećaja:

- (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 kreditnog aranžmana smatra potrebnim u datim okolnostima:
- (b) Agent kreditnog aranžmana nije dužan da se konsultuje sa Zajmoprimcem u vezi sa bilo kakvim promenama pomenutim u stavu (a) iznad ako, po

njegovom mišljenju, to nije izvodljivo u datim okolnostima i, u svakom slučaju, nema obavezu da se saglasi sa tim promenama;

- (c) Agent kreditnog aranžmana može da se konsultuje sa Finansijskim stranama u vezi sa bilo kojom promenom iz stava (a), ali nije u obavezi da to uradi, ako, po njegovom mišljenju, to nije izvodljivo u datim okolnostima;
- (d) svaka takva promena dogovorena između Agenta i Zajmoprimca (bez obzira da li je konačno utvrđeno da je došlo do Slučaja poremećaja) biće obavezujuća za sve Strane kao dopuna (ili u zavisnosti od slučaja odricanje od) uslova iz Finansijskih dokumenata, ne dovodeći u pitanje odredbe Klauzule 34 (*Amandmani i odricanje*);
- (e) Agent kreditnog aranžmana neće biti odgovoran ni za kakve naknade štete, troškova ili gubitaka bilo kom licu, umanjenje vrednosti ili bilo kakvu odgovornost (uključujući, bez ograničenja, nepažnju, grub nemar ili bilo koju drugu kategoriju odgovornosti, ali ne uključujući tužbe zbog prevare Agenta kreditnog aranžmana) koje su nastale kao rezultat preduzimanja ili nepreduzimanja bilo koje radnje u skladu sa ili u vezi ove Klauzule 28.10; i
- (f) Agent kreditnog aranžmana će obavestiti Finansijske strane o svim promenama dogovorenim u skladu sa stavom (d) iznad.

# 29. PORAVNANJE

Finansijska strana može izvršiti poravnanje bilo koje dospele obaveze Zajmoprimca prema Finansijskim dokumentima (u meri u kojoj su u stvarnom vlasništvu ove Finansijske strane) sa bilo kojom obavezom dospelom koju ta Finansijska strana duguje Zajmoprimcu, bez obzira na mesto plaćanja, poslovnicu koja obavlja knjiženje ili valutu bilo koje obaveze. Ako su obaveze u različitim valutama, Finansijska strana može konvertovati bilo koju obavezu po tržišnom kursu u redovnom toku poslovanja za potrebe poravnanja.

# 30. OBAVEŠTENJA

# 30.1 Obaveštenja u pisanoj formi

Svaka komunikacija koja se obavlja po osnovu ili u vezi sa Finansijskim dokumentima 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 sačine ili dostave prema ili u vezi sa Finansijskim dokumentima su:

(a) za potrebe Zajmoprimca, podaci navedeni uz ime u daljem tekstu; i;

# Ministarstvo finansija Vlade Republike Srbije

Adresa: Kneza Miloša 20

N/P: G. Siniša Mali, Prvi potpredsednik Vlade i ministar

finansija

Broj telefona: +381117652012

(b) u slučaju Zajmodavca, adresa koju u pisanoj formi dostavi Agentu kreditnog aranžmana na datum ili pre datuma nego što postane Strana;

Deutsche Bank Aktiengesellschaft Filiale Hong Kong (osnovana u Saveznoj Republici Nemačkoj sa ograničenom odgovornošću akcionara)

Adresa: 57/F, International Commerce Centre, 1 Austin Road

West, Kowloon, Hong Kong, China

Broj faksa: +852 2203 7241

N/P: Anson-CK Chan/ Felix Shum

Sektor: Loan Operations

Broj telefona: +852 2203 8792/8762

Adresa <u>anson-ck.chan@db.com</u>, <u>felix.shum@db.com</u>,

elektronske pošte: <a href="mailto:dboi.hkloans@db.com">dboi.hkloans@db.com</a>, <a href="mailto:dboi.hkloans@db.com">dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@db

(c) u slučaju Agenta kreditnog aranžmana, podaci koji su navedeni u daljem

tekstu;

Adresa: 57/F, International Commerce Centre, 1 Austin Road

West, Kowloon, Hong Kong, China

Broj faksa: +852 2203 7241

N/P: Anson-CK Chan/ Felix Shum

Sektor: Loan Operations

Broj telefona: +852 2203 8792/8762

Adresa <u>anson-ck.chan@db.com</u>, <u>felix.shum@db.com</u>,

elektronske pošte: <a href="mailto:dboi.hkloans@db.com">dboi.hkloans@db.com</a>, <a href="mailto:dboi.hkloans@db.com">dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans@dboi.hkloans

(d) u slučaju Sinosure agenta, podaci koji su navedeni u daljem tekstu;

Adresa: 39F, Two International Finance Centre, 8 Century Avenue,

Lujiazui, Shanghai, China

Broj faksa: +86 21 68591109

http://gd.db.com/perl/search?tabset=person&searchtype=fac similetelephonenumber&type=1&uid=%2B86%2810%2959

695705

N/P: Liwen Gu/David Cham/Edward Hui

Sektor: Structured Trade & Export Finance

Broj telefona: + 86 21 20801659/ +852 22037876/+852 22037445

Adresa liwen.gu@db.com, david.cham@db.com, edward-

elektronske

pošte: <u>sl.hui@db.com</u>

ili bilo koja zamenska adresa ili broj faksa ili sektor ili lice o čemu će Strana obavestiti Agenta kreditnog aranžmana (ili će Agent kreditnog aranžmana obavestiti druge Strane, ako je promenu svojih kontakt podataka izvršio sam Agent kreditnog aranžmana) najmanje pet (5) Radnih dana unapred.

# 30.3 Dostavljanje

- (a) Sva komunikacija ili dokumenti sačinjeni ili dostavljeni od strane jednog lica drugom prema ili u vezi sa Finansijskim dokumentima biće važeći samo:
  - (i) ako su poslati putem faksa, kada je faks primljen u čitljivom formatu; ili
  - (ii) ako su poslati kao pismo, kada je ono dostavljeno na relevantnu 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 upućeni tom sektoru ili službeniku.

- (b) Svaka komunikacija koju treba obaviti ili dokument koji treba dostaviti Agentu kreditnog aranžmana imaju dejstvo samo od momenta kad ih Agent kreditnog aranžmana primi i tada samo ako je označeno da su upućeni na pažnju sektora ili službenika navedenih uz potpis Agenta kreditnog aranžmana na stranici za potpis (ili bilo kog zamenskog sektora ili zamenskog službenika koje će u te svrhe Agent kreditnog aranžmana odrediti).
- (c) Sva obaveštenja od ili prema Zajmoprimcu biće dostavljena preko Agenta kreditnog aranžmana.
- (d) Smatraće se da sva komunikacija i dokumenta koja postanu efektivna, u skladu sa stavovima od (a) do (c) iznad, 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 kreditnog aranžmana će o tome obavestiti druge Strane.

# 30.5 Elektronska komunikacija

- (a) Svaka komunikacija između bilo koje dve Strane po osnovu ili u vezi sa Finansijskim dokumentima 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:
  - jedna drugu međusobno obaveste u pisanoj formi o adresi za potrebe elektronske komunikacije i/ili bilo kojoj drugoj informaciji potrebnoj kako bi se omogućila razmena tim sredstvom; i
  - (ii) jedna drugu međusobno obaveste o svim promenama adrese ili bilo kojih drugih informacija najmanje pet (5) Radnih dana unapred.
- (b) Svaka elektronska komunikacija navedena u stavu (a) iznad između Zajmoprimca i Finansijske strane 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) Sva elektronska komunikacija opisana u stavu (a) iznad između bilo koje dve Strane biće važeća samo kada je stvarno primljena (ili dostupna) u čitljivoj formi, a u slučaju bilo koje elektronske komunikacije koju Strana upućuje Agentu kreditnog aranžmana samo kada je adresirana na način koji će u tu svrhu odrediti Agent kreditnog aranžmana.
- (d) Smatraće se da svaka elektronska komunikacija koja postaje efektivna u skladu sa stavom (c) iznad, posle 17:00 sati u mestu u kome Strana kojoj je relevantna komunikacija poslata ili učinjena dostupnom ima adresu za potrebe ovog Ugovora, postaje važeća sledećeg Radnog dana.
- (e) Svako upućivanje u Finansijskom dokumentu na komunikaciju koja se šalje ili prima biće uređeno tako da obuhvati komunikaciju raspoloživu u skladu sa ovom Klauzulom 30.5.

# 30.6 Engleski jezik

- (a) Svako obaveštenje dato prema ili u vezi sa svakim Finansijskim dokumentom mora biti na engleskom jeziku.
- (b) Svi ostali dokumenti dostavljeni po ili u vezi sa bilo kojim Finansijskim dokumentom moraju biti:
  - (i) na engleskom jeziku; ili
  - (ii) ukoliko nisu na engleskom jeziku i ako tako zahteva Agent kreditnog aranžmana, moraju biti propraćeni overenim prevodom na engleski jezik i, u tom slučaju, engleski prevod će imati prednost, 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 Finansijski dokument, evidentirane transakcije u poslovnim knjigama koje vode Finansijske strane predstavljaće *prima facie* dokaz o pitanjima na koja se odnose.

#### 31.2 Potvrde i odluke

Svaka potvrda ili odluka Finansijske strane koja se odnosi na stope ili iznose prema bilo kom Finanijskom dokumentu 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 prema Finansijskom dokumentu 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 međubankarskog tržišta razlikuje, onda u skladu sa praksom tog tržišta.

# 32. DELIMIČNA NIŠTAVNOST

Ukoliko, u bilo kom trenutku, bilo koja odredba Finansijskog dokumenta 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 ostvari, niti kašnjenje u ostvarivanju od bilo koje Finansijske Strane, bilo kog prava ili pravnog leka prema Finansijskom dokumentu neće se tumačiti kao odricanja od tog prava niti će predstavljati način potvrđivanja bilo kog Finansijskog dokumenta. Odluka o potvrđivanju bilo kog Finansijskog dokumenta od Finansijske strane 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 Finansijskim dokumentom 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 Finansijskih dokumenata može biti izmenjena ili je od nje moguće odustati samo uz saglasnost Većinskih zajmodavaca i Zajmoprimca a svaka takva izmena ili odustajanje biće obavezujuća za sve Strane.
- (b) Agent kreditnog aranžmana može izvršiti, u ime bilo koje Finansijske strane, bilo koju izmenu i dopunu i odricanje dozvoljeno prema ovoj Klauzuli 34.
- (c) Stav (c) Klauzule 22.10 (*Proporcionalno plaćanje kamate*) primenjuje se na ovu Klauzulu 34.

# 34.2 Svi Zajmodavci

U skladu sa Klauzulom 34.4 (*Zamena kotirane stope*), izmene i dopune ili odricanje od bilo koje odredbe bilo kog Finansijskog dokumenta koji menja ili koji se odnosi na:

- (a) definiciju "Većinski zajmodavci" iz Klauzule 1.1 (Definicije);
- (b) produženje datuma plaćanja bilo kog iznosa prema Finansijskim dokumentima;
- (c) umanjenje Marže ili umanjenje iznosa bilo kog dospelog plaćanja glavnice, kamate, naknade ili provizije;
- (d) promenu valute plaćanja bilo kog iznosa prema Finansijskim dokumentima;
- (e) povećanje bilo kojih Angažovanih sredstava, produženje Perioda raspoloživosti ili bilo koji zahtev da poništavanje Angažovanih sredstava umanji Angažovana sredstva Zajmodavaca na odgovarajući način prema Kreditnom aranžmanu:
- (f) promenu Zajmoprimca;

- (g) bilo koju izmenu ili dopunu koja bi mogla, prema mišljenju Agenta kreditnog aranžmana ili Sinosure agenta da utiče na opseg, validnost ili sprovodivost Sinosure polise;
- (h) svaku odredbu za koju se eksplicitno traži odobrenje svih Zajmodavaca;
- (i) promenu valute plaćanja bilo kog iznosa prema Finansijskim dokumentima; ili
- (j) Klauzulu 2.2 (*Prava i obaveze Finansijskih strana*), Klauzulu 7.9 (Primena prevremenog plaćanja), Klauzulu 22 (*Promene Zajmodavaca*), Klauzulu 27 (*Preraspodela između Finansijskih strana*), ovu Klauzulu 34, Klauzulu 39 (*Merodavno pravo*), Klauzulu 40 (*Arbitraža*), Klauzulu 41 (*Nadležnost engleskih sudova*) ili Klauzulu 42 (*Odricanje od imuniteta*),

neće biti izvršene bez prethodne saglasnosti Zajmodavaca.

# 34.3 Druga izuzeća

Izmene i dopune ili odreknuća koja se odnose na prava i obaveze Agenta kreditnog aranžmana, Sinosure agenta, Ovlašćenog glavnog aranžera ili Referentnu banku (svako u svojoj funkciji) ne mogu biti izvršena bez saglasnosti Agenta kreditnog aranžmana, Sinosure agenta, Ovlašćenog glavnog aranžera ili Referentne banke, zavisno od slučaja.

# 34.4 Zamena Kotirane stope

- (a) U skladu sa Klauzulom 34.3 (*Druga izuzeća*), ako dođe do Slučaja zamene Kotirane stope u vezi sa Kotiranom stopom, izmene i dopune i odricanja koja se odnose na:
  - (i) obezbeđivanje korišćenja Supstitutivne stope umesto Kotirane stope; i

(ii)

- (A) usklađivanje odredaba Finansijskog dokumenta sa upotrebom te Supstitutivne stope;
- (B) omogućavanje korišćenja te Supstitutivne stope za potrebe obračuna kamate po osnovu ovog Ugovora (uključujući, ali ne ograničavajući se, na sve naknadne izmene potrebne kako bi se omogućilo da se ta Supstitutivna stopa koristi za potrebe ovog Ugovora);
- (C) sprovođenje tržišnih konvencija primenjivih na tu Supstitutivnu stopu;
- (D) obezbeđivanje adekvatnih alternativnih fallback odredbi (i onih koje se odnose na poremećaje tržišta) za potrebe te Supstitutivne stope; ili
- (E) usklađivanje cena u cilju smanjenja ili eliminisanja, u razumnoj izvodljivoj meri, transfera ekonomske vrednosti sa jedne Strane na drugu kao rezultat primene te Supstitutivne stope (i ako je Relevantno regulatorno telo zvanično koncipiralo, utvrdilo ili

preporučilo bilo koje usklađivanje ili metod obračuna usklađivanja, usklađivanje će se tada utvrditi na osnovu tog koncipiranog, utvrđenog ili preporučenog modela),

mogu se izvršiti uz saglasnost Agenta kreditnog aranžmana (koji postupa po instrukcijama Većinskih zajmodavaca), Sinosure i Zajmoprimca.

- (b) Ako bilo koji Zajmodavac ne odgovori na zahtev za izmenu ili odricanje opisan u stavu (a) ove Klauzule u roku od petnaest (15) radnih dana od dana postavljanja takvog zahteva (ili dužeg vremenskog perioda u odnosu na bilo koji zahtev sa kojim se Zajmoprimac i Agent kreditnog aranžmana mogu složiti):
  - njegova Angažovana sredstva neće biti uključena u svrhu izračunavanja Ukupnih angažovanih sredstava prilikom utvrđivanja da li je dobijen bilo koji relevantan procenat Ukupnih angažovanih sredstava da se takav zahtev odobri; i
  - njegov status Zajmodavca će biti zanemaren u svrhu utvrđivanja da li je dobijena saglasnost bilo koje određene grupe Zajmodavaca da se odobri takav zahtev,

osim ako takav propust da se odgovori nije rezultat činjenice da taj Zajmodavac nije dobio dovoljno instrukcija od Sinosure.

(c) U ovoj Klauzuli 34.4:

"Relevantno regulatorno telo" označava bilo koju primenjivu centralnu banku, regulatorno telo ili drugi nadzorni organ ili grupu njih, ili bilo koju radnu grupu ili odbor kojim upravlja ili predsedava ili koji je konstituisan na zahtev bilo koga od njih ili Odbor za finansijsku stabilnost.

"Supstitutivna stopa" označava supstitutivnu stopu koja je:

- (i) formalno određena, nominovana ili preporučena kao zamena za Kotiranu stopu od strane:
  - (A) administratora Kotirane stope (pod uslovom da je tržišna ili ekonomska realnost koju takva supstitutivna stopa meri ista kao i ona koja je merena Kotiranom stopom); ili
  - (B) bilo kog Relevantnog regulatornog tela,
  - a ako su zamene u određenom vremenu, formalno koncipirane, utvrđene ili preporučene u skladu sa oba stava, "Supstitutivna stopa" će biti zamena u skladu sa gorenavedenim stavom (B):
- (ii) po mišljenju Većinskih zajmodavaca i Zajmoprimca, opšteprihvaćena zamena za Kotiranu stopu na međunarodnom ili bilo kom relevantnom domaćem tržištu sindiciranih kredita; ili
- (iii) po mišljenju Većinskih zajmodavaca i Zajmoprimca, odgovarajuća zamena za Kotiranu stopu.

# "Događaj zamene Kotirane stope" označava:

(i) prema mišljenju Većinskih zajmodavaca i Zajmoprimca, materijalnu promenu metodologije, formule ili drugog sredstva za određivanje Kotirane stope;

(ii)

(A)

- (1) administrator te Kotirane stope ili njen supervizor je objavio da je taj administrator nesolventan; ili
- (2) informacija je objavljena u uredbi, obaveštenju, podnesku ili aktu podnetom sudu, tribunalu, regulatornim vlastima ili sličnim administrativnim regulatornim ili pravosudnim organima koja razumno potvrđuje da je administrator Kotirane stope nesolventan,

pod uslovom da u svakom slučaju u tom trenutku nema sledbenika administratora koji bi nastavio da obezbeđuje Kotiranu stopu;

- (B) 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;
- (C) supervizor administratora Kotirane stope javno objavljuje da je ta Kotirana stopa obustavljena ili se obustavlja za stalno ili na neodređeni vremenski period:
- (D) administrator Kotirane stope ili njegov supervizor objavljuje da se ta Kotirana stopa više ne može koristiti; ili
- (iii) administrator Kotirane stope utvrđuje da bi Kotirana stopa trebalo da se obračuna u skladu sa umanjenim brojem dostavljenih kotacija ili drugim nepredviđenim okolnostima ili fallback politikama ili aranžmanima i da ili:
  - (A) okolnost(i) ili događaj(i) koji dovode do takve tvrdnje nisu (prema mišljenju Većinskih zajmodavaca i Zajmoprimca) privremeni; ili
  - (B) Kotirana stopa se obračunava u skladu sa bilo kojom takvom politikom ili aranžmanom tokom perioda koji nije kraći od jednog (1) Meseca; ili
- (d) prema mišljenju Većinskih zajmodavaca i Zajmoprimca, Kotirana stopa više nije prikladna za potrebe obračuna kamate prema ovom Ugovoru.

# 35. POVERLIIVE INFORMACIJE

# 35.1 Poverljivost

Svaka Finansijska strana saglasna je da čuva u tajnosti sve Poverljive informacije i da ih nikome ne obelodanjuje, osim u meri dozvoljenoj Klauzulom 35.2 (*Objavljivanje Poverljivih informacija*), i da obezbedi da sve Poverljive informacije budu zaštićene sigurnosnim merama i stepenom pažnje koju bi primenila na sopstvene poverljive informacije.

# 35.2 Objavljivanje Poverljivih informacija

Svaka Finansijska strana može objaviti:

(a) svakoj svojoj Filijali i svim svojim službenicima, direktorima, zaposlenima, savetnicima, revizorima, partnerima i Predstavnicima takve Poverljive informacije koje ta Finansijska strana smatra primerenim, ako je svako lice kome se Poverljive informacije daju u skladu sa stavom (a) obavešteno 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) kome (ili preko kog) ustupa ili prenosi (ili će potencijalno ustupiti ili preneti) sva ili pojedina svoja prava i/ili obaveze prema jednom ili više Finansijskih dokumenata ili koji je pravni sledbenik (ili koji potencijalno može biti pravni sledbenik) kao Agent kreditnog aranžmana, a u svakom slučaju bilo kojoj od svojih Filijala, Predstavnika ili stručnih savetnika:
- (ii) sa kojim (ili preko kog) zaključuje (ili može potencijalno da zaključi), direktno ili indirektno, podučešće vezano za transakciju ili bilo koju transakciju u kojoj se vrši plaćanje ili se mogu vršiti plaćanja u vezi sa jednim ili više Finansijskih dokumenata i/ili Zajmoprimcu, kao i bilo kojoj Filijali, Predstavniku i stručnom savetniku;
- (iii) koje je imenovala bilo koja Finansijska strana ili licu na koje se odnosi stav 35.2(b)(i) ili (ii) iznad da prima dopise, obaveštenja, informacije ili dokumentaciju koje se dostavljaju u skladu sa Finansijskim dokumentima u njegovo ime (uključujući ali ne ograničavajući se na bilo koje lice koje je postavljeno u skladu sa stavom (b) Klauzule 24.15 (Odnos sa Zajmodavcima));
- (iv) koje ulaže ili na drugi način finansira (ili bi potencijalno moglo da uloži ili na drugi način finansira), direktno ili indirektno, bilo koju transakciju koja se navodi u stavu 35.2(b)(i) ili (ii) iznad;
- (v) kome su informacije potrebne ili se od njega traži da obelodani informacije od strane nadležnog suda ili bilo kog vladinog, bankarskog, poreskog ili drugog regulatornog tela ili sličnog organa, u skladu sa pravilima relevantne berze ili bilo kojim merodavnim zakonom ili propisom;

- (vi) kome je potrebno obelodaniti informacije u vezi sa ili za potrebe parnice, arbitraže, upravnog ili drugog istražnog postupka ili spora;
- (vii) koje je Strana; ili
- (viii) uz saglasnost Zajmoprimca;

a u svakom slučaju, takve Poverljive informacije koje ta Strana kreditnog aranžmana smatra primerenim ako je:

- (A) u vezi sa stavovima 35.2(b)(i), 35.2(b)(ii) i 35.2(b)(iii) iznad, lice kome će Poverljive informacije biti date sklopilo Ugovor o poverljivosti, ali nema obavezu sklapanja Ugovora o poverljivosti, ukoliko je primalac stručni savetnik i podleže profesionalnim obavezama čuvanja poverljivosti Poverljivih informacija;
- (B) u vezi sa stavom 35.2(b)(iv) iznad, lice kome će Poverljive informacije biti date sklopilo Ugovor o poverljivosti ili na bilo koji drugi način podleže zahtevima koji se odnose na poverljivost a u vezi sa Poverljivim informacijama koje dobije i obavešteno je da neke ili sve takve Poverljive informacije mogu biti osetljive informacije o ceni; i;
- (C) u vezi sa stavovima 35.2(b)(v) i 35.2(b)(vi) iznad, lice kome će Poverljive informacije biti date je 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 Finansijske strane, to nije izvodljivo u datim okolnostima; i
- (c) bilo kom licu koje je imenovala ta Finansijska strana kreditnog aranžmana ili licu na koje se primenjuje stav 35.2(b)(i) ili 35.2(b)(ii) iznad za pružanje jedne ili više usluga administracije ili saldiranja za jedan ili više Finansijskih dokumenata, uključujući ali ne ograničavajući se na trgovanje učešćima prema Finansijskim dokumentima, takve Poverljive informacije čije objavljivanje se može zahtevati kako bi se tom pružaocu usluga omogućilo da pruža usluge iz ovog stava (c) ako je pružalac usluge kome treba dati Poverljive informacije zaključio ugovor o poverljivosti suštinski u formi LMA Ugovora o poverljivosti za pružaoce administrativnih usluga i usluga poravnanja ili drugoj formi ugovora o poverljivosti između Agenta kreditnog aranžmana i relevantnog Zajmoprimca i konkretne Finansijske strane;
- (d) svakoj rejting agenciji (uključujući njene stručne savetnike) takve Poverljive informacije za koje bi moglo biti potrebno da se otkriju kako bi se omogućilo takvoj rejting agenciji da realizuje svoje uobičajene aktivnosti vezane za Finansijska dokumenata i/ili Zajmoprimca, ukoliko je rejting agencija kojoj će Poverljive informacije biti date informisana o poverljivoj prirodi i da neke ili sve takve Poverljive informacije mogu biti osetljive informacije o ceni; i
- (e) Sinosure (uključujući njegove profesionalne savetnike) takve Poverljive informacije za koje se može zahtevati da budu obelodanjene u vezi sa Sinosure polisom ako je Sinosure obavešten o njihovoj poverljivoj prirodi i da neke ili sve takve poverljive informacije mogu biti osetljive informacije o ceni.

# 35.3 Celokupan ugovor

Ova Klauzula 35 predstavlja celokupan ugovor između Strana u pogledu obaveza Finansijskih strana prema Finansijskim dokumentima u pogledu Poverljivih informacija i zamenjuje sve prethodne sporazume, izrečene ili implicirane, po pitanju Poverljivih informacija.

# 35.4 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 takvih informacija može biti regulisano ili zabranjeno važećim propisima uključujući i zakon o hartijama od vrednosti koji se odnosi na insajdersko poslovanje i zloupotrebu tržišta i svaka Finansijska strana se obavezuju da neće koristiti bilo koju Poverljivu informaciju u bilo koje nezakonite svrhe.

# 35.5 Obaveštenje o objavljivanju

Svaka od Finansijska strana saglasna je (u meri u kojoj zakon i propisi to dozvoljavaju) da Zajmoprimca obavesti o:

- (a) okolnostima objavljivanja Poverljivih informacija u skladu sa stavom 35.2(b)(v) Klauzule 35.2 (*Objavljivanje poverljivih informacija*) osim kada je do takvog obelodanjivanja bilo kom licu navedenom u datom stavu došlo tokom redovnog sprovođenja nadzora ili regulatornih funkcija;
- (b) saznanjima da su bilo koje Poverljive informacije objavljene suprotno odredbama Klauzule 35.

#### 36. POVERLIIVOST STOPE FINANSIRANIA I KOTACIJE REFERENTNE BANKE

# 36.1 Poverljivost i objavljivanje

- (a) Agent kreditnog aranžmana i Zajmoprimac su saglasni da će čuvati kao poverljive sve Stope finansiranja (a u slučaju Agenta kreditnog aranžmana, sve Kotacije Referentne banke) i neće ih nikome objavljivati, osim u onoj meri koja je dozvoljena odredbama stavova (b), (c) i (d) ispod.
- (b) Agent kreditnog aranžmana može objaviti:
  - (i) Zajmodavcu svaku Stopu finansiranja (radi izbegavanje svake sumnje, ovo se ne odnosi na Kotacije Referentne banke) u skladu sa Klauzulom 8.4 (*Obaveštenje o kamatnim stopama*); i
  - (ii) bilo koju Stopu finansiranja ili Kotaciju Referentne banke bilo kom licu koga je Agent kreditnog aranžmana imenovao da pruži administrativne usluge za potrebe jednog ili više Finansijskih dokumenata u meri u kojoj je to potrebno kako bi se obezbedilo da takav pružalac usluga pruži te usluge ukoliko je pružalac usluga kome će se te informacije dostaviti sklopio ugovor o poverljivosti suštinski u formi LMA Ugovora o poverljivosti za pružaoce administrativnih usluga i usluga poravnanja ili drugoj formi ugovora o poverljivosti između Agenta kreditnog aranžmana i relevantnog Zajmoprimca ili Referentne banke, zavisno od slučaja.

- (c) Agent kreditnog aranžmana može objaviti bilo koju Stopu finansiranja ili bilo koju Kotaciju Referente banke, a Zajmoprimac može objaviti bilo koju Stopu finansiranja:
  - (i) svim svojim Filijalama i svakom od službenika, direktora, zaposlenih, profesionalnih savetnika, partnera i Predstavnika ako je to lice kome će ta Stopa finansiranja ili Kotacija Referentne banke biti data u skladu sa ovim stavom (i) informisano u pisanoj formi o poverljivoj prirodi i da to može biti osetljiva informacija o ceni; takva obaveza obaveštavanja neće postojati ukoliko je primalac podložan profesionalnoj obavezi čuvanja poverljivih informacija o toj Stopi finansiranja ili Kotaciji Referentne banke ili je na drugi način u obavezi čuvanja poverljivosti tog podatka;
  - (ii) svakom licu kome informacije treba ili se zahteva da budu obelodanjene od strane bilo kog suda u nadležnoj jurisdikciji ili od strane bilo koje državne, bankarske, poreske ili druge regulatorne institucije ili sličnog tela, pravila bilo koje relevantne berze ili u skladu sa bilo kojim važećim zakonom ili propisom, ukoliko je lice kome se Stopa finansiranja ili Kotacija Referentne banke obelodanjuju obavešteno u pisanoj formi o poverljivoj prirodi i da to mogu biti osetljive informacije o ceni, ali neće postojati takva obaveza obaveštavanja kada po mišljenju Agenta kreditnog aranžmana ili Zajmoprimca, zavisno od slučaja, to nije u datim okolnostima izvodljivo;
  - (iii) svakom licu kome je potrebno obelodaniti informacije u vezi sa i za potrebe bilo koje parnice, arbitraže, upravne ili druge istrage, postupka ili spora, ako je lice kome se Stopa finansiranja i Kotacija Referentne banke objavljuju obavešteno u pisanoj formi o poverljivoj prirodi informacija i da to mogu biti osetljive informacije o cenama, ali neće postojati takva obaveza informisanja ukoliko, po mišljenju Agenta kreditnog aranžmana ili Zajmoprimca, zavisno od slučaja, to nije u datim okolnostima izvodljivo; i
  - (iv) svakom licu uz odobrenje relevantnog Zajmodavca ili Referentne banke, zavisno od slučaja.
- (d) Obaveze Agenta kreditnog aranžmana definisane u ovoj Klauzuli 36 koje se odnose na Kotacije Referentne banke ne dovode u pitanje obaveze dostavljanja obaveštenja predviđenih Klauzulom 8.4 (*Obaveštenje o kamatnim stopama*) **pod uslovom da** (osim u skladu sa stavom (b)(i) iznad) Agent kreditnog aranžmana neće uključiti detaljne podatke o bilo kojoj pojedinačnoj Kotaciji Referentne banke kao deo takvog obaveštenja.

# 36.2 Povezane obaveze

(a) Agent kreditnog aranžmana i Zajmoprimac su saglasni da svaka Stopa finansiranja (i u slučaju Agenta kreditnog aranžmana, svaka Kotacija Referentne banke) predstavlja ili može predstavljati osetljive informacije o ceni i da njeno korišćenje može biti regulisano ili zabranjeno važećim propisima uključujući i zakon o hartijama od vrednosti koji se odnosi na insajdersko poslovanje i zloupotrebu tržišta i Agent kreditnog aranžmana i Zajmoprimac se obavezuju da neće koristiti Stope finansiranja, ili u slučaju

Agenta kreditnog aranžmana, bilo koju Kotaciju Referentne banke u bilo koje nezakonite svrhe.

- (b) Agent kreditnog aranžmana i Zajmoprimac su saglasni da će (u meri u kojoj to dozvoljava zakon i propisi) relevantnog Zajmodavca i Referentnu banku, zavisno od slučaja, obavestiti:
  - (i) o okolnostima svakog obelodanjivanja u skladu sa stavom 36.1(c)(ii) Klauzule 36.1 (*Confidentiality and disclosure*) osim ako je objavljeno licima iz tog stava tokom redovnog sprovođenja nadzora ili regulatornih funkcija; i
  - (ii) o saznanjima da su bilo koje informacije objavljene suprotno odredbama Klauzule 36.

# 37. UGOVORNO PRIZNANJE INSTRUMENTA interne sanacije

Ne dovodeći u pitanje bilo koje druge uslove svakog Finansijskog dokumenta ili drugog ugovora, aranžmana ili sporazuma između Strana, svaka Strana je saglasna i prihvata da bilo koja odgovornost bilo koje Strane prema bilo kojoj Strani prema ili u vezi sa Finansijskim dokumentima može biti podložna Primeni instrumenta interne sanacije od strane relevantnog Regulatornog tela i saglasna je i prihvata da bude obavezana na sledeće:

- (a) bilo koju radnju vezanu za Primenu instrumenta interne sanacije u vezi bilo koje odgovornosti, uključujući i (bez ograničenja):
  - smanjenje, u celosti ili delimično, iznosa glavnice ili neizmirenog iznosa duga (uključujući sve obračunate, ali neplaćene kamate) u vezi bilo koje takve obaveze;
  - (ii) konverziju celokupne ili dela takve obaveze u akcije ili drugi instrument vlasništva koji joj može biti izdat ili poveren; i
  - (iii) otkazivanje svake takve obaveze; i
- (b) izmena bilo kojih uslova definisanih u Finansijskom dokumentu u meri u kojoj je to neophodno kako bi se izvršila Primena instrumenta interne sanacije u vezi takve obaveze.

#### 38. PRIMERCI

Svaki Finansijski dokument može biti potpisan u bilo kom broju primeraka, što će imati isto dejstvo kao da su potpisi stavljeni na jedan jedini primerak Finansijskog dokumenata.

#### 39. MERODAVNO PRAVO

Na ovaj Ugovor i sve neugovorne obaveze koje proističu iz ovog Ugovora ili su sa njim u vezi, primenjivaće se pravo Engleske.

#### 40. ARBITRAŽA

#### 40.1 Arbitraža

U skladu sa Klauzulom 40.3 (Opcija Agenta kreditnog aranžmana), svi sporovi koji proističu iz Ugovora ili su sa njim u vezi, uključujući sporove u pogledu postojanja, važenja ili prestanka ovog Ugovora (u daljem tekstu: "Spor") upućuju se i biće

konačno rešeni na arbitraži u skladu sa Pravilima arbitraže Londonskog suda međunarodne arbitraže (LCIA) (u daljem tekstu "Pravila").

- (a) Sedište arbitraže biće London.
- (b) Pravo iz ove Klauzule 40 je englesko pravo.
- (c) Broj arbitara je tri. Svaka strana će u Zahtevu za arbitražu, odnosno u Odgovoru imenovati po jednog arbitra. Ako bilo koja strana ne imenuje arbitra, LCIA sud će imenovati arbitra. Ako je broj strana u Sporu više od dve i sve te strane nisu pismeno dogovorile da stranke u sporu zajedno predstavljaju dve odvojene "strane" za formiranje arbitražnog suda (kao tužioci na jednoj strani i tuženi na drugoj strani, svaka strana imenuje jednog arbitra), LCIA sud će imenovati dva koarbitra bez obzira na pravo ili nominaciju bilo koje strane. Dva tako imenovana arbitra će imenovati trećeg arbitra, koji će delovati kao predsedavajući arbitar. Ako takva nominacija ne uspe u roku od 30 dana od potvrde ili imenovanja drugog arbitra, LCIA sud će imenovati predsedavajućeg arbitra.
- (d) Jezik arbitraže biće engleski.

# 40.2 Sudsko rešavanje sporova

Za potrebe arbitraže u skladu sa Klauzulom 40 (*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.

# 40.3 Opcija Agenta kreditnog aranžmana

U bilo kom trenutku pre nego što Finansijske strane dostave sekretaru Zahtev za arbitražu ili Odgovor, zavisno od slučaja, u vezi sa rešavanjem Spora, Agent kreditnog aranžmana može (i moraće, ako tako naloži većina Zajmodavci) izabrati pismenim obaveštenjem svim drugim Stranama da će takav Spor umesto toga rešavati sud. Nakon svakog takvog izbora, nijedan arbitražni sud neće imati nadležnost u pogledu takvog Spora. Ako Agent kreditnog aranžmana dâ takvo obaveštenje o izboru u vezi sa Sporom, takav Spor će se rešiti u skladu sa klauzulom 41 (*Nadležnost engleskih sudova*).

# 41. NADLEŽNOST ENGLESKIH SUDOVA

Ako Agent kreditnog aranžmana izda obaveštenje u skladu sa klauzulom 40.3 (Opcija Agenta kreditnog aranžmana), primenjuju se odredbe ove Klauzule 41.

### 41.1 Nadležnost

- (a) Sudovi u Engleskoj imaju isključivu nadležnost za rešavanje bilo kog Spora.
- (b) Strane su saglasne da su sudovi u Engleskoj najprikladniji i najpogodniji za rešavanje Sporova. Strane se neopozivo odriču bilo kakvog prigovora koji bi sada ili kasnije mogle imati da sudovi Engleske budu imenovani kao forum za saslušanje i odlučivanje o bilo kom postupku koji proizilazi iz ili u vezi sa ovim Ugovorom, i saglasne su da neće tvrditi da je bilo koji takav sud neprikladan ili nepodoban forum.
- (c) Ne dovodeći u pitanje odredbe stavova (a) i (b) iznad, ništa u ovoj Klauzuli 41 neće se tumačiti tako da ograničava pravo Finansijske strane da pokrene postupak za rešavanje Spora ispred bilo kog drugog suda nadležne

jurisdikcije, niti pokretanje takvog postupka u jednoj ili više jurisdikcija sprečava pokretanje postupka od strane Finansijske strane u bilo kojoj drugoj jurisdikciji (bilo istovremeno ili ne) ako i u meri u kojoj to dozvoljava zakon.

# 41.2 Uručenje

- (a) Bez uticaja na bilo koji drugi oblik uručenja dopušten po bilo kom merodavnom pravu, Zajmoprimac:
  - (i) neopozivo imenuje Ambasadora Republike Srbije pri Sudu St. James, uica 28 Belgrave Square, London SW1X 8QB, kao svog službenika zaduženog za uručenje u vezi bilo kog postupka pred sudovima u Engleskoj u vezi bilo kog Finansijskog dokumenta, izvršenjem ovog Ugovora, prihvata to imenovanje; i
  - (ii) je saglasan da propust službenika zaduženog za uručenje da obavesti Zajmoprimca o postupku, neće poništiti dotičan postupak.
- (b) ako bilo koje lice imenovano kao službenik zadužen za uručenje nije u mogućnosti iz bilo kog razloga da deluje kao službenik zadužen za uručenje, Zajmoprimac će bez odlaganja (i u svakom slučaju u roku od 30 dana od dana kada se takav događaj desi) imenovati drugog službenika zadužen za uručenje prihvatljivog za Agenta kreditnog aranžmana. U suprotnom, Agent kreditnog aranžmana može imenovati drugog službenika zaduženog za uručenje za ovu svrhu.

# 42. ODRICANJE OD IMUNITETA

- (a) U skladu sa stavom (b) ispod, Zajmoprimac se po pitanju transakcija predviđenim Finansijskim dokumentima 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) pružanja bilo kakve zaštite putem sudskog naloga ili presude za konkretne radnje ili refundiranja sredstava ili prihoda; i
  - (ii) pitanja bilo kog postupka protiv njegove imovine ili prihoda radi izvršenja presude ili, u slučaju tužbe *in rem*, radi zaplene, zadržavanja ili prodaje bilo koje njegove imovine i prihoda.
- (b) Zajmoprimac se ovim ne odriče imuniteta u skladu sa stavom (a) iznad od izvršenja ili zaplene u pogledu i, u vezi sa bilo kojom tužbom, radnjom ili postupkom, zaplenom ili izvršenjem bilo koje presude ili odluke arbitraže protiv Izuzete imovine, Zajmoprimac će u tom smislu imati imunitet.

Ovaj Ugovor zaključen je na datum naveden na početku ovog Ugovora.

# PRILOG 1 PRVOBITNI ZAJMODAVCI

178.382.740,33 EUR

Prvobitni zajmodavac Angažovana sredstava

DEUTSCHE BANK
AKTIENGESELLSCHAFT FILIALE
HONG KONG (OSNOVANA U
SAVEZNOJ REPUBLICI NEMAČKOJ
SA OGRANIČENOM
ODGOVORNOŠĆU AKCIONARA)

Ukupna angažovana sredstva 178.382.740,33 EUR

# PRILOG 2 PREDUSLOVI ZA INICIJALNO KORIŠĆENJE SREDSTAVA

# 1. Zajmoprimac i Dobavljač

- (a) Primerak odluke Vlade Republike Srbije kojom: (i) se odobrava zaduživanje Zajmoprimca po ovom Ugovoru i Finansijskim dokumentima; (ii) ovlašćuje ministar finansija Republike Srbije da potpiše Finansijska dokumenta u ime Republike Srbije.
- (b) Potvrda ministra finansija Republike Srbije u kojoj se navodi puno ime, funkcija i svojeručni potpis svakog predstavnika Zajmoprimca ovlašćenog da potpiše u ime Zajmoprimca Finansijske dokumente i sva dokumenta koja se dostave Zajmoprimcu u skladu sa Finansijskim dokumentima.
- (c) Potvrda ministra finansija Republike Srbije kojom se potvrđuje sledeće:
  - (i) svi iznosi koje Zajmoprimac plaća prema Finansijskim dokumentima u toku Finansijske godine (za one koji se plaćaju u 2024. godini) predviđeni su budžetom koji je Republika Srbija odobrila za finansijsku 2024. godinu ili će biti (za one koji se plaćaju nakon 2024. godine) u okviru budžeta koji je Republika Srbija odobrila za svaku narednu Finansijsku godinu sve dok se Kredit u potpunosti ne isplati, zajedno sa dokazom da je zaduživanje Zajmoprimca po ovom Ugovoru uredno predviđeno Zakonom o budžetu Republike Srbije za 2024. godinu;;
  - (ii) njegovo zaduživanje u punom iznosu Kreditnog aranžmana ne bi prouzrokovalo kršenje bilo kakvog zaduživanja, garancije ili sličnog ograničenja koje obavezuje Zajmoprimca ili Republiku Srbiju;
  - (iii) korišćenje Kreditnog aranžmana neće kršiti bilo koje ograničenje ovlašćenja po pitanju zaduživanja niti ograničenje ovlašćenja po pitanju zaduživanja bilo koje institucije preko koje Zajmoprimac deluje i svaki primerak dat u skladu sa Prilogom 2 (*Preduslovi za inicijalno* korišćenje sredstava) je potpun, verodostojan i važeći; i
- (d) Uzorak potpisa svakog Ovlašćenog potpisnika kako je navedeno u potvrdi iz stava (b), koji će biti sadržan u toj potvrdi.
- (e) Dokaz o donošenju zakona kojim je Narodna skupština Republike Srbije usvojila ovaj Ugovor (zajedno sa dokazom da je takav zakon potpisao predsednik Republike Srbije i objavljen u Službenom glasniku Republike Srbije).
- (f) overenu kopiju KZ obrazaca (na srpskom: "KZ obrasci") koja dokazuje da je ovaj Ugovor uredno prijavljen NBS.
- (g) Potvrda ovlašćenog potpisnika Dobavljača:
  - (i) u kojoj se navodi puno ime, funkcija i svojeručni potpis svakog predstavnika Dobavljača ovlašćenog da potpiše, u ime Dobavljača, Komercijalni ugovor, Potvrde Dobavljača i sva dokumenta koja Dobavljač dostavi u skladu sa Finansijskim dokumentima; i

(ii) u kojoj se potvrđuje da su svi dokumenti koje je Dobavljač dostavio u skladu sa Finansijskim dokumentima tačni, potpuni, ažurni na datum ne raniji od datuma ovog Ugovora.

# 2. Pravna mišljenja

- (a) Pravno mišljenje Baker & McKenzie, pravnog savetnika Ovlašćenog glavnog aranžera i Agenta kreditnog aranžmana u Engleskoj, u vezi sa Finansijskim dokumentima regulisano engleskim pravom i suštinski u formi dostavljenoj Prvobitnim zajmodavcima pre potpisivanja ovog Ugovora.
- (b) Pravno mišljenje advokatske kancelarije Prica Partners, pravnog savetnika Ovlašćenog glavnog aranžera i Agenta kreditnog aranžmana u Srbiji, suštinski u formi dostavljenoj Prvobitnim zajmodavcima pre potpisivanja ovog Ugovora.
- (c) Pravno mišljenje FenXun Partners, pravnih savetnika Ovlašćenog vodećeg aranžera i Agenta kreditnog aranžmana u NR Kini, suštinski u formi koja je dostavljena Prvobitnim zajmodavcima pre potpisivanja ovog Ugovora.
- (d) Pravno mišljenje koje izdaje Ministarstvo pravde Republike Srbije.

# 3. Finansijska dokumenta

Svaki Finansijski dokument su Strane propisno potpisale i dostavile ga Agentu kreditnog aranžmana.

# 4. Druga dokumenta i dokazi

- (a) Sinosure polisa, u obliku i sadržaju koji su zadovoljavajući za Agenta kreditnog aranžmana, propisno izdata od strane Sinosure.
- (b) Dokaz da je Sinosure premija u potpunosti plaćena.
- (c) Dokaz da je službenik zadužen za uručenje iz Klauzule 41.2 (*Uručenje*) prihvatio postavljenje.
- (d) Dokaz da je Dobavljač u celosti primio avansno plaćanje.
- (e) Dokaz da je račun Dobavljača otvoren.
- (f) Overen primerak Komercijalnog ugovora koje su strane propisno potpisale i dokaz da su svi preduslovi stupanja na snagu Komercijalnog ugovora ispunjeni.
- (g) Dokaz da su Korisnik kredita i Zajmoprimac pribavili sve neophodne dozvole organa državne i javne uprave za potrebe Projekta.
- (h) Primerak Procene uticaja na životnu sredinu i socijalna pitanja (ESIA) na osnovu Zahteva vezanih za životnu sredinu i socijalna pitanja (na engleskom jeziku) i dokaz da je rezime Procene uticaja na životnu sredinu i socijalna pitanja (ESIA) (na engleskom jeziku) dostupan na internetu u skladu sa Ekvator Principima.
- (i) Dokaz o angažovanju Konsultanta za životnu sredinu i socijalna pitanja koji će posebno biti zadužen (i) da pripremi Izveštaj o ekološkoj i društvenoj proceni

- (ESDD) i Akcioni plan za životnu i društvenu sredinu (ESAP); (ii) ukoliko je primenjivo, da prati sprovođenje mera predviđenih Akcionim planom za životnu sredinu i socijalna pitanja (ESAP), po pitanju usklađenosti realizacije Linije 1 (Faza 1) Projekta beogradskog metroa sa Zahtevima za životne i društvene sredine.
- (j) Dokaz da su sve Dozvole koje se odnose na životnu sredinu i socijalna pitanja za potrebe realizacije Projekta, uključujući i Odobrenje ESIA prema važećem zakonu, prikupljene, kao i da su pravosnažne i važeće.
- (k) Primerak bilo kog drugog Ovlašćenja ili drugog dokumenta, mišljenja ili uverenja za koje Agent kreditnog aranžmana ili Sinosure smatraju da su neophodni ili poželjni (ako je Agent kreditnog aranžmana o tome obavestio Zajmoprimca) u vezi sa stupanjem na snagu i realizacijom transakcija predviđenih bilo kojim Dokumentom o transakciji ili Sinosure polisom ili tokom važenja i sprovođenja bilo kog Dokumenta o transakciji ili Sinosure polise.
- (I) Dokaz da su naknade, troškovi i izdaci Zajmoprimca koji tada dospevaju u skladu sa Klauzulom 11 (Naknade), Klauzulom 12.4 (Takse) i Klauzulom 16 (Troškovi i izdaci) plaćeni ili će biti plaćeni do prvog Datuma korišćenja sredstava.
- (m) Bilo koje informacije i dokazi koje zahteva bilo koja Strana kreditnog aranžmana u vezi sa Zajmoprimcem, a koje su neophodne toj Strani kreditnog aranžmana kako bi ispoštovala svoje procedure sprečavanja pranja novca ili zahteve "upoznaj svog klijenta".

# PRILOG 3 ZAHTEV ZA KORIŠĆENJE SREDSTAVA

Od: Republika Srbija koju predstavlja Vlada Republike Srbije postupajući preko Ministarstva finansija

Za: [Agent]

Dana:

Poštovani

Republika Srbija koju predstavlja Vlada Republike Srbije postupajući preko Ministarstva finansija - Ugovor o kreditnom aranžmanu u iznosu od 178.382.740,33 evra od [•] 2024. godine ("Ugovor")

- 1. Pozivamo se na Ugovor. Ovo je Zahtev za korišćenje sredstava. Termini definisani u Ugovoru imaju isto značenje u ovom Zahtevu za korišćenje sredstava, osim ako im ovde nije dato drugo značenje.
- 2. Želimo da nam se odobri Kredit pod sledećim uslovima:

Predloženi datum korišćenja: [●] (ili, ukoliko to nije Radni dan, onda

sledeći Radni dan)

Valuta kredita: evro

Iznos: [●] ili, ako je manji, Raspoloživa sredstva

kreditnog aranžmana

- 3. Ovim potvrđujemo da:
  - (a) Komercijalni ugovor je u punoj snazi i na snazi i nije suspendovan, prekinut, poništen ili raskinut, izmenjen ili modifikovan (bez saglasnosti Agenta kreditnog aranžmana);
  - (b) gore navedeni Dobavljač je izvršio svoje neophodne obaveze prema Komercijalnom ugovoru u kojem je strana;
  - (c) kumulativni ukupan iznos Korišćenja sredstava (uključujući iznos Korišćenja sredstava tražen u ovom Zahtevu za korišćenje sredstava) ne prelazi Podoban iznos; i
  - (d) nismo ranije tražili isplatu Kredita za iznose koji čine deo ovog Zahteva za korišćenje sredstava.
- 4. Ovim potvrđujemo da su svi uslovi navedeni u Klauzuli 4.2 (*Dodatni preduslovi*) Ugovora ispunjeni na dan ovog Zahteva za korišćenje sredstava.
- 5. Sredstva ovog Kredita treba da budu uplaćena na račun Dobavljača.
- 6. Ovaj Zahtev za korišćenje sredstava je neopoziv.
- 7. Na ovaj Zahtev za korišćenje sredstava i sve neugovorne obaveze koje iz njega proističu ili su sa njim u vezi primenjuje se englesko pravo

8. U prilogu je data Potvrda Dobavljača.

S poštovanjem,

Ovlašćeni potpisnik za i u ime Republike Srbije

# PRILOG 4 OBRAZAC POTVRDE DOBAVLJAČA

[Na memorandumu Dobavljača]

Za: DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (OSNOVANA U SAVEZNOJ REPUBLICI NEMAČKOJ SA OGRANIČENOM ODGOVORNOŠĆU AKCIONARA) kao Agent kreditnog aranžmana

Dana:

Poštovani,

Republika Srbija koju predstavlja Vlada Republike Srbije postupajući preko Ministarstva finansija – Ugovor o kreditnom aranžmanu u iznosu od 178.382.740,33 evra od [•] 2024. godine ("Ugovor")

- 1. Ovo je Potvrda Dobavljača. Termini definisani u Ugovoru imaće isto značenje u ovoj Potvrdi Dobavljača, osim ukoliko im nije dato drugačije značenje u ovoj Potvrdi Dobavljača.
- 2. Ovde smo priložili primerak svakog od Relevantnih pratećih dokumenata u vezi sa transakcijom opisanom u stavu 3(a) ove Potvrde Dobavljača.
- 3. Ovim izjavljujemo i garantujemo da:
  - (a) prema našoj fakturi br. [●] od [●], fakturisali smo [Finansijer Komercijalnog ugovora/Korisnici kredita] iznos od [] EUR u vezi sa Komercijalnim ugovorom (u vezi sa [uneti opis relevantne nabavke ili radova]) (u daljem tekstu "Fakturisani iznos") i plaćanje takvog Fakturisanog iznosa biće izvršeno na sledeći račun (Račun Dobavljača koji je definisan u Ugovoru):

[•]
[•]
[•]
[•]

- (b) takva uplata [zajedno sa bilo kojim prethodnim Fakturisanim iznosom navedenim u Potvrdi Dobavljača] ne predstavlja više od [●] procenata cene Komercijalnog ugovora;
- (c) svaki od Relevantnih pratećih dokumenata je potpun, autentičan i važeći i u skladu sa Komercijalnim ugovorom po svim materijalnim aspektima;
- (d) pridržavali smo se instrukcija osiguravajućeg društva Sinosure u vezi sa rasporedom korišćenja sredstava;

- (e) Korisnik našu gore pomenutu fakturu ne osporava nijedan Korisnik kredita ili Finansijer komercijalnog ugovora;
- (f) Komercijalni ugovor nije:
  - (i) otkazan, poništen, stavljen van snage niti raskinut;
  - (ii) koliko nam je poznato, nije prestao da bude pravosnažan i važeći;
  - (iii) koliko nam je poznato, nije prestao da bude zakonit, validan, obavezujući, izvršiv i pravosnažan; ili
  - (iv) ugovorna strana nije tvrdila da je nevažeći;
- (g) koliko nam je poznato, nije, niti je postalo protivzakonito za nas da izvršavamo obaveze prema Komercijalnom ugovoru;
- (h) 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;
- (i) nismo direktno niti indirektno koristili sredstva Kreditnog aranžmana niti pozajmili, dali ili na drugi način stavili na raspolaganje takva sredstva nekom drugom licu ili subjektu u cilju:
  - (i) finansiranja ili omogućavanja bilo kojih aktivnosti ili poslovanja sa bilo kojim Sankcionisanim licem:
    - (A) koje je predmet bilo kakvih sankcija ili trgovinskih embarga koje sprovodi ili primenjuje Organ za sankcije, ili
    - (B) koje je u vlasništvu pedeset posto (50%) ili više ili koje na drugi način upravlja, ili deluje u ime jednog ili više Sankcionisanih lica. ili
    - (C) koje se nalazi, posluje ili boravi na Teritoriji pod sankcijama.
  - (ii) finansiranja ili omogućavanja bilo koje aktivnosti ili poslovanja na bilo kojoj Teritoriji pod sankcijama, ili
  - (iii) na bilo koji drugi način doveli do kršenja Sankcija od strane bilo kog Sankcionisanog lica (uključujući bilo koje Sankcionisano lice koje bi učestvovalo u transakciji, bilo kao inicijalni kupac, savetnik, investitor ili drugo);
- (j) sve informacije date Agentu kreditnog aranžmana u vezi sa Potvrdom Dobavljača su istinite i tačne u svim materijalnim aspektima na dan kada smo te informacije dostavili i Agent kreditnog aranžmana se na njih može osloniti; i
- (k) Fakturisani iznos naveden u stavu 3(a) podoban je za finansiranje prema ovom Ugovoru.

# Power Construction Corporation of China, Limited

Potpis:	
In	ne i prezime:
F	ınkcija:
[pečat]	

# PRILOG 5 OBRAZAC POTVRDE O PRENOSU

Za: [●] kao Agent kreditnog aranžmana

Od: [Postojeći zajmodavac] ("Postojeći zajmodavac") i [Novi zajmodavac") zajmodavac")

Dana:

Republika Srbija koju predstavlja Vlada Republike Srbije postupajući preko Ministarstva finansija – Ugovor o kreditnom aranžmanu u iznosu od 178.382.740,33 evra od [•] 2024. godine ("Ugovor")

- 1. Pozivamo se na Ugovor. Ovo je Potvrda o prenosu. Termini definisani u Ugovoru imaju isto značenje u ovoj Potvrdi o prenosu, osim ukoliko im nije dato drugačije značenje u ovoj Potvrdi o prenosu.
- 2. Pozivamo se na Klauzulu 22.5 (Postupak prenosa):
  - (a) Postojeći zajmodavac i Novi zajmodavac su saglasni da Postojeći zajmodavac izvrši prenos novacijom Novom zajmodavcu u skladu sa Klauzulom 22.5 (*Postupak prenosa*), svih prava i obaveza Postojećeg zajmodavca prema Ugovoru i drugim Finansijskim dokumentima koji se odnose na taj deo Angažovanih sredstava Postojećeg zajmodavca i na učešće u Kreditu po osnovu Ugovora, kao što je navedeno u Dodatku.
  - (b) Predloženi Datum prenosa je [•].
  - (c) Podaci o Kancelariji kreditnog aranžmana i adresi, broju faksa i kontakt podaci Novog zajmoprimca za potrebe predviđene Klauzulom 30.2 (*Adrese*) date su u Dodatku.
- 3. Novi zajmodavac izričito potvrđuje ograničenja obaveza Postojećeg zajmodavca definisanih u stavu (c) Klauzule 22.4 (*Ograničenje odgovornosti Postojećih zajmodavaca*).
- 4. Ova Potvrda o prenosu može biti potpisana u bilo kom broju primeraka i ima isti efekat kao da se potpisi na tim primercima 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 u vezi] primenjuje se englesko pravo.
- 6. Ova Potvrda o prenosu zaključena je na dan naznačen na početku ove Potvrde o prenosu.

# **DODATAK**

# Angažovana sredstva/prava i obaveze koje se prenose

[uneti relevantne podatke] [Adresa kancelarije kreditnog aranžmana, broj faksa, kontakt podaci i podaci o računu za plaćanje]

Za i u ime	Za i u ime
[Postojeći zajmodavac]	[Novi zajmodavac]
Potpis:	Potpis:
Ova potvrda o prenosu prihvaćena je od strane prihvaćen kao Datum prenosa.	Agenta kreditnog aranžmana a [●] je
Za i u ime	
[Agent]	
Potpis:	

# PRILOG 6 OBRAZAC UGOVORA O USTUPANJU

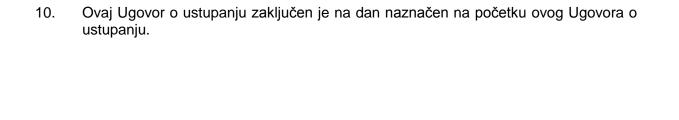
Za: [●] kao Agent kreditnog aranžmana i [●] kao Zajmoprimac

Od: [Postojeći zajmodavac] ("Postojeći zajmodavac") i [Novi zajmodavac") ("Novi zajmodavac")

Datum:

Republika Srbija koju predstavlja Vlada Republike Srbije postupajući preko Ministarstva finansija – ugovor o kreditu u iznosu od 178.382.740,33 evra od [●] 2024. godine ("Ugovor")

- 1. Pozivamo se na Ugovor. Ovo je Ugovor o ustupanju. Termini definisani u Ugovoru imaju isto značenje u ovom Ugovoru o ustupanju, osim ukoliko im ovde nije dato drugo značenje.
- 2. Pozivamo se na Klauzulu 22.6 (*Postupak ustupanja*):
  - (a) Postojeći Zajmodavac u potpunosti ustupa Novom Zajmodavcu sva prava Postojećeg Zajmodavca po osnovu Ugovora i drugih Finansijskih dokumenata koja se odnose na Angažovana sredstva Postojećeg zajmodavca i učešća u Kreditu po osnovu Ugovora, kao što je navedeno u Dodatku.
  - (b) Postojeći Zajmodavac oslobađa se svih obaveza Postojećeg zajmodavca koje odgovaraju onom delu Angažovanih sredstava Postojećeg zajmodavca i učešća u Kreditu po osnovu Ugovora, kao što je navedeno u Dodatku.
  - (c) Novi Zajmodavac postaje Strana kao Zajmodavac i vezan je obligacijama ekvivalentnim onima od kojih je Postojeći zajmodavac oslobođen u skladu sa gorenavedenim stavom (b).
- Predloženi Datum ustupanja je [●].
- 4. Na Datum ustupanja Novi zajmodavac postaje Strana Finansijskog dokumenta kao Zajmodavac.
- 5. Podaci o Kancelariji kreditnog aranžmana, adresi, broju faksa i kontakt podaci Novog zajmoprimca za potrebe predviđene Klauzulom 30.2 (*Adrese*) date su u Dodatku.
- 6. Novi zajmodavac izričito potvrđuje ograničenja obaveza Postojećeg zajmodavca definisanih u stavu (c) Klauzule 22.4 (*Ograničenje odgovornosti Postojećih zajmodavaca*).
- 7. Ovaj Ugovor o ustupanju predstavlja obaveštenje Agentu kreditnog aranžmana (u ime svake Strane kreditnog aranžmana) a nakon dostavljanja u skladu sa Klauzulom 22.7 (*Primerak Potvrde o prenosu ili Ugovora o ustupanju Zajmoprimcu*) i Zajmoprimcu 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 iz njega proističu ili su sa njim u vezi] primenjuje se englesko pravo.



#### **DODATAK**

# Prava koja se ustupaju i obaveze koje se otpuštaju i preuzimaju

[uneti relevantne podatke]

[Adresa Kancelarije kreditnog aranžmana, broj faksa, kontakt podaci i podaci o računu za plaćanje]

Za i u ime Za i u ime

[Postojeći zajmodavac] [Novi zajmodavac]

Potpis: Potpis:

Ovaj Ugovor o ustupanju prihvaćen je od strane Agenta kreditnog aranžmana, a [●] je prihvaćen kao Datum ustupanja.

Potpisivanje ovog Ugovora o ustupanju od strane Agenta kreditnog aranžmana predstavlja potvrdu da je Agent kreditnog aranžmana primio obaveštenje o ustupanju koje se ovde pominje, a to obaveštenje Agent kreditnog aranžman prima u ime svake Strane kreditnog aranžmana.

Za i u ime

[Agent]

# PRILOG 7 PLAN OTPLATE

Br. rate	Datum otplate	Procenat otplate
1.	Prvi datum otplate	1/16
2.	Datum koji pada 6 meseci nakon Prvog datuma otplate	1/16
3.	Datum koji pada 12 meseci nakon Prvog datuma otplate	1/16
4.	Datum koji pada 18 meseci nakon Prvog datuma otplate	1/16
5.	Datum koji pada 24 meseca nakon Prvog datuma otplate	1/16
6.	Datum koji pada 30 meseci nakon Prvog datuma otplate	1/16
7.	Datum koji pada 36 meseci nakon Prvog datuma otplate	1/16
8.	Datum koji pada 42 meseca nakon Prvog datuma otplate	1/16
9.	Datum koji pada 48 meseci nakon Prvog datuma otplate	1/16
10.	Datum koji pada 54 meseca nakon Prvog datuma otplate	1/16
11.	Datum koji pada 60 meseci nakon Prvog datuma otplate	1/16
12.	Datum koji pada 66 meseci nakon Prvog datuma otplate	1/16
13.	Datum koji pada 72 meseca nakon Prvog datuma otplate	1/16
14.	Datum koji pada 78 meseci nakon Prvog datuma otplate	1/16
15.	Datum koji pada 84 meseca nakon Prvog datuma otplate	1/16
16.	Krajnji datum dospeća	1/16
UKUPNO		100%

# PRILOG 8 ROKOVI

Dostavljanje uredno popu Zahteva za korišćenje sre (Klauzula 5.1 ( <i>Dostavljanje zaht</i> Korišćenje sredstava))	edstava	- 7 ):00
Agent obaveštava Zajmodavce o u skladu sa Klauzulom 5.3(b) K 5.3 ( <i>Currency and amount</i> )	(lauzule	- 3 8:00

EURIBOR je fiksiran

Dan kotacije u 11:00 za potrebe EURIBOR-a

Referentna bankarska stopa obračunata primenom dostupnih kotacija u skladu sa Klauzulom 10.1 (*Nedostupnost Kotirane stope*)

U podne na Dan kotacije

"U" = Datum korišćenja

"U – X" = Datum koji nastupa X radnih dana pre datuma Korišćenja sredstava

# PRILOG 9 OBRAZAC IZVEŠTAJA O SAMO-PRAĆENJU U OBLASTI ŽIVOTNE I DRUŠTVENE SREDINE

U nastavku teksta date su smernice koje sadrže minimum očekivanih informacija koje je potrebno uneti – obrazac se može prilagoditi i preneti na obrazac kompanije

# [UNESITE NAZIV PROJEKTA] IZVEŠTAJ O SAMO-PRAĆENJU IZGRADNJE [UNESITE NAZIV ORGANIZACIJE KOJA IZVEŠTAVA] [UNESITE PERIOD PRAĆENJA]

#### 1. STATUS PROJEKTA

# 1.1 Napredak radova

[Opišite tekuće aktivnosti i % napretka u odnosu na planirano.]

Područja aktivnih radova treba da budu jasno navedena, sa pratećim mapama/figurama gde je relevantno.

#### 2. ORGANIZACIJA

# 2.1 Opšta organizacija

[Unesite organizacioni dijagram.]

# 2.2 Organizacija u oblasti životne sredine i socijalnih pitanja

[Unesite organizacioni dijagram.]

Navedite sve nove promene ili zahteve koji se odnose na tim, kao i konsultante za životnu sredinu i socijalna pitanja koji pomažu na projektu.

### 2.3 Podizvođači

[Spisak podizvođače i njihove uloge na projektu.]

### 2.4 Građevinski radnici

Navedite UKUPAN broj za svaki parametar	GLAVNI Izvođač (podeljen od strane Glavnog izvođača, tj. Power China i Alstom)	Podizvođači	Smešteni u kampovima za radnike (podeljeni na kampove/smeštaje ako se koristi više od jednog smeštaja)
Muškarci			
Žene			
Domaći			
Strani			

UKUPNO		

#### 3. PRAVNI STAUTS

[Obuhvata sve što se podnosi organima uprave, dobijene dozvole, inspekcije i rezultate inspekcijskog nadzora, kao što su neusaglašenost/zvanično obaveštenje o neusaglašenosti, korektivni akcioni planovi, novčane kazne]

# 4. PRAĆENJE BEZBEDNOSTI I ZDRAVLJA NA RADU

# 4.1 Statistički podaci vezani za bezbednost i zdravlje na radu

Navesti UKUPAN broj za svaki parametar	Tekući period praćenja	Poslednji period praćenja (nije kumulativno)	Ukupan period praćenja (kumulativno)
Ukupan broj radnika			
Ukupan broj sati rada po radniku – kvartalno			
Ukupna količina izgubljenog vremena usled povreda na radu ¹			
Ukupan broj radnih dana izgubljenih² usled povreda			
Učestalost izgubljenog vremena zbog povreda ³			
Indeks ozbiljnosti povreda			
Smrtni slučajevi			
Izbegnute nezgode			
Napomene vezane za bezbednost			

Priložite kompletnu evidenciju uključujući i podatke koji se odnose na sve periode praćenja kako bi se procenili rezultati tokom vremena.

¹ **Vreme izgubljeno zbog povreda** ("LTI") predstavlja radnu nesposobnost u trajanju od najmanje jednog radnog dana nakon dana kada se incident ili bolest desila.

² **Izgubljeni radni dani** predstavljaju broj radnih rada (mogu, ali ne moraju biti u nizu) nakon dana povrede ili pojave bolesti zbog koje je zaposleni odsustvovao sa posla ili mu je radna sposobnost bila ograničena zbog povrede na radu ili bolesti.

³ **Ukupan broj izgubljenih dana usled povrede** (LTI) evidentirano kao milion radnih sati radnika na Projektu. Stopa učestalosti LTI = povrede na milion radnih sati = # izgubljenog vremena usled povreda x 1.000.000 sati / ukupan broj sati rada.

Dostavite detaljne podatke o incidentima – datum, vrsta, opis, korektivne mere.

Priložite grafikone koji pokazuju učinak tokom perioda izgradnje.

Procenite trend podataka i preduzetih mera ublažavanja.

# 4.2 Sastanci na temu bezbednosti

[Navedite vrstu i broj sastanaka.]

### 4.3 Analiza bezbednosti na radnom mestu

[Navedite obrađene teme.]

# 4.4 Obuka u domenu bezbednosti i zdravlja na radu

[Navedite održane obuke i datume.]

# 4.5 Spremnost i reagovanje u vanrednim situacijama

[Opišite sprovedene vežbe, stečeno iskustvo i inspekciju opreme.]

# 4.6 Žalbe radnika

# 4.6.1 Žalbe primljene tokom perioda praćenja

Datum prijema	Tema	Zaposleni/	Datum
žalbe		podizvođač	rešavanja žalbe

#### 4.6.2 Ukupan broj primljenih žalbi

Žalbe	Tekući praćenja	period	Poslednji praćenja kumulativno	period (nije )	Ukupan praćenja (kumulativno	period o)
Primljene						
Rešene						

Priložite detaljnu evidenciju napretka praćenja za period izgradnje.

Koristite grafikone da predstavite podatke npr. učestalost pojave određenih problema.

Identifikujte trendove po pitanju žalbi i sprovedenih mera ublažavanja.

# 4.7 Smeštaj radnika

Navedite sve smeštajne kapacitete za radnike koji se koriste (tj. svaki smeštaj koji su obezbedili izvođači i podizvođači za svoje radnike tokom rada na Projektu), navedite kada je smeštaj poslednji put pregledao Dobavljač ili Poslodavac i dajte rezime svih korektivnih radnji. Potpuni izveštaji o inspekciji se dostavljaju kao dodatak.

## 4.8 Praćenje dobrobiti radnika

Opišite svako praćenje koje je urađeno u izveštajnom periodu kako bi se proverilo da li su uslovi rada i rada u skladu sa Važećim standardima, npr. razgovore sa radnicima kako bi dobili povratne informacije, provere dokumentacije itd. Sumirajte sve ključne nalaze ili korektivne mere iz takvog praćenja.

# 5. PRAĆENJE ŽIVOTNE SREDINE

[Odaberite aspekte relevantne za projekat ne ograničavajući se na ono što je u daljem tekstu ponuđeno. Bilo bi potrebno napraviti bazu podataka rezultata praćenja koja će biti dostupna IESC-u/Zajmodavcima.]

#### 5.1 Praćenje kvaliteta vazduha

#### 5.1.1 Praćenje kvaliteta ambijentalnog vazduha

[Opišite zahteve koji se odnose na praćenje definisane u ESMP-u, ESMS-u, unesite grafikone koji prikazuju učinak, procenite podatke i navedite prekoračenja, razloge i sprovedene mere ublažavanja.]

Imajte na umu da parametri i podaci koji se ovde navode moraju da budu u skladu sa ESMP-om.

Lokacija	Datum	PM10	TSP	NO2	SO2	СО	VOC
		(µg/m³)	(µg/m³)	(µg/m³)	(µg/m³)	(mg/m³)	(ppm)
xx	XX						
	xx						
	XX						
	xx						
xx	xx						
	xx						
	xx						
	xx						
Nacionalni standard							
IFC/CB							

#### 5.1.2 Praćenje emisija u vazduhu

[Opišite zahteve koji se odnose na praćenje definisane u ESMP-u, ESMS-u, unesite grafikone koji prikazuju učinak, procenite podatke i navedite prekoračenja, razloge i sprovedene mere ublažavanja.]

Imajte na umu da parametri i podaci koji se ovde navode moraju da budu u skladu sa ESMP-om.

Lokacija	Datu m	Paramet ar (jedinica)	Paramet ar (jedinica)	Paramet ar (jedinica)	Paramet ar (jedinica)	Paramet ar (jedinica)	Paramet ar (jedinica)
xx	xx						
	xx						
	xx						
	xx						
xx	xx						
	xx						
	xx						
	xx						
Nacional ni standard							
IFC/SB							

# 5.2 Praćenje buke i vibracija

[Opišite zahteve koji se odnose na praćenje definisane u ESMP-u, ESMS-u, unesite grafikone koji prikazuju učinak, procenite podatke i navedite prekoračenja, razloge i sprovedene mere ublažavanja.]

Imajte na umu da parametri i podaci koji se ovde navode moraju da budu u skladu sa ESMP-om.

Lokacija	Datum	Parametar (jedinica)	Parametar (jedinica)	Parametar (jedinica)	Parametar (jedinica)
xx	xx				
	xx				
	xx				
	xx				
XX	xx				
	xx				
	XX				
	xx				

Nacionalni standard			
IFC/SB			

## 5.3 Praćenje kvaliteta vode

## 5.3.1 Praćenje površinskih voda

[Opišite zahteve koji se odnose na praćenje definisane u ESMP-u, ESMS-u, unesite grafikone koji prikazuju učinak, procenite podatke i navedite prekoračenja, razloge i sprovedene mere ublažavanja.]

Imajte na umu da parametri i podaci koji se ovde navode moraju da budu u skladu sa ESMP-om.

Lokacij a	Datu m	Para metar (jedini ca)	Param etar (jedini ca	Para metar (jedini ca	Param etar (jedini ca	Param etar (jedini ca	Para metar (jedini ca	Param etar (jedini ca	Param etar (jedini ca
xx	xx								
	xx								
	xx								
	xx								
xx	xx								
	xx								
	xx								
	xx								
Nacion alni standar d									
IFC/SB									

### 5.3.2 Praćenje podzemnih voda

[Opišite zahteve koji se odnose na praćenje definisane u ESMP-u, ESMS-u, unesite grafikone koji prikazuju učinak, procenite podatke i navedite prekoračenja, razloge i sprovedene mere ublažavanja.]

Imajte na umu da parametri i podaci koji se ovde navode moraju da budu u skladu sa ESMP-om.

Lokacij	Datu	Para	Param	Para	Param	Param	Para	Param	Param
а		metar	etar	metar	etar	etar	metar	etar	etar
	m	(jedini							

		ca)	са	са	са	ca	ca	са	са
xx	xx								
	xx								
	xx								
	xx								
xx	xx								
	xx								
	xx								
	xx								
Nacion alni standar d									
IFC/SB									

# 5.3.3 Praćenje otpadnih voda

[Opišite zahteve koji se odnose na praćenje definisane u ESMP-u, ESMS-u, unesite grafikone koji prikazuju učinak, procenite podatke i navedite prekoračenja, razloge i sprovedene mere ublažavanja.]

Imajte na umu da parametri i podaci koji se ovde navode moraju da budu u skladu sa ESMP-om.

Lokacij a	Datu m	Para metar (jedini ca)	Param etar (jedini ca	Para metar (jedini ca	Param etar (jedini ca	Param etar (jedini ca	Para metar (jedini ca	Param etar (jedini ca	Param etar (jedini ca
xx	xx								
	xx								
	xx								
	xx								
xx	xx								
	xx								
	xx								
	xx								

Nacion alni standar d					
IFC/SB					

#### 5.4 Praćenje potrošnje

[Količina utrošene vode, količina generisanih otpadnih voda.]

# 5.5 Praćenje biodiverziteta

[Opišite zahteve koji se odnose na praćenje u skladu sa ESMP-om (i BAP-om) i predstavite rezultate praćenja.]

# 5.6 Praćenje čvrstog otpada

[Opišite strategije upravljanja otpadom, uključujući recikliranje, spaljivanje, odlaganje, odlaganje otpada na mestu nastanka, odlaganje otpada van mesta nastanka, izvođače korišćene za odlaganje otpada, lokacije konačnog odlaganja otpada.]

	Tekući period praćenja	Ukupni period praćenja (kumulativno)
UKUPNA količina generisanog otpada		
(raščlanjenog po tokovima neopasnog i opasnog otpada)		
Količina neopasnog otpada odložena van mesta nastanka		
Količina opasnog otpada odložena van mesta nastanka		
Količina recikliranog otpada		

#### 5.7 Gasovi sa efektom staklene bašte

[Opišite zahteve u smislu praćenja i izveštavanja o gasovima sa efektom staklene bašte i predstavite podatke/izveštaje.]

#### 5.8 Upravljanje iskopanim materijalom

[Opišite količine i lokacije sa kojih je materijal iskopan, krajnju upotrebu materijala i status odobrenja Poslodavca i svih potrebnih dozvola za iskopani materijal. Uključiti podatke o

količinama koje se ponovo koriste za projekat i količini odloženoj kao kontaminirano zemljište/opasni otpad]

## 5.9 Inicijative u oblasti životne sredine

[Navedite sve ekološke inicijative i realizovane programe koji nisu obuhvaćeni planom ESMP]

#### 5.10 Incidenti u oblasti životne sredine

Opišite sve incidente u oblasti životne sredine (npr. izlivanje, slučajna/nekontrolisana ispuštanja itd.) koji su se desili u periodu izveštavanja i radnje koje su preduzete da bi se oni rešili.

# 5.11 [Uključite sve druge aspekte upravljanja i praćenja u oblasti životne sredine u skladu sa EMSP]

#### 6. SOCIJALNA PITANJA I ZAJEDNICA

[Odaberite aspekte relevantne za projekat.]

### 6.1 Razvoj zajednice

[Opišite postojeće programe razvoja zajednice, uključujući kampanje u oblasti zdravstva, kampanje podizanja svesti, inicijative u zajednici.]

#### 6.2 Angažovanje zainteresovanih strana i zajednice

[Navedite broj službenika za vezu sa zajednicom (CLO) na gradilištu. Opišite aktivnosti angažovanja zainteresovanih strana/zajednice sprovedene tokom ovog perioda praćenja, uključujući: datume, lokacije, broj učesnika, cilj sastanka/agendu, pregled povratnih informacija primljenih uključujući i sve hitne odgovore.]

# 6.3 Žalbe zajednice

### 6.3.1 Žalbe primljene tokom perioda praćenja

Datum	Tema	Podnosilac	Odgovor	Datum
prijema		(npr. selo X)	projekta	zatvaranja

#### 6.3.2 Ukupne primljene žalbe

Žalbe	Tekući period praćenja	Poslednji period praćenja (nije kumulativno)	Ukupan period praćenja (kumulativno)
Primljene			
Rešene			

Priložite detaljnu evidenciju praćenja napretka za period izgradnje. Ovo uključuje primerak Registra žalbi.

Koristite grafikone da predstavite podatke, npr. učestalost određenih tema.

Identifikujte trendove po pitanju žalbi i sprovedenog ublažavanja.

#### 6.4 Raseljavanje i obnova prihoda

[Opišite tekuće ekonomske i fizičke aktivnosti raseljavanja, uključujući: broj pogođenih lica, broj lica koja su već dobila odštetu, broj lica koja treba da budu obeštećena i procenjeni datum obeštećenja, opišite sve pravne zahteve, opišite sve pritužbe vezane za raseljavanje (to jest, ne legalne), opišite sve aktivnosti koje se odnose na obnovu prihoda.]

Izveštaju treba dodati tabelu sa celokupnom pogođenom imovinom (zemljišnim parcelama i zgradama), kako bi se za svaku imovinu prikazao status preseljenja, uključujući status pravnog procesa, ako i kada je zemljište stečeno / imovina je napuštena, i status isplate naknade i obezbeđivanje bilo kojih drugih prava. Napomena: pretpostavlja se da će se ovo odnositi na otkup zemljišta za Liniju i isključuje otkup zemljišta za područje depoa koji je prethodno završen.

#### 6.5 Arheološka nalazišta

[Opišite aktivnosti arheološkog praćenja prema ESMP-u i arheološke nalaze (prirodu nalaza i način na koji se njima upravlja). Opišite upravljanje bilo kojim nematerijalnim kulturnim nasleđem (npr. preseljenje, kompenzacija, itd.).]

#### 6.6 Upravljanje saobraćajem

Sumirajte status ključnih aspekata upravljanja saobraćajem, uključujući zatvaranja koja su sprovedena tokom perioda izveštavanja (sa pratećim mapama ako je relevantno).

# 6.7 [Uneti sve druge aspekte upravljanja i praćenja socijalnih aspekata u skladu sa EMSP-om.]

#### 7. KOREKTIVNI AKCIONI PLAN

[Uneti korektivni akcioni plan namenjen rešavanju neusklađenosti/problema i rizika u oblasti životne sredine i socijalnih pitanja, uključujući radnje, rokove, odgovornosti, komentare o napretku po pitanju rešavanja problema i objašnjenje svih zaostalih radnji.]

# 8. AKCIONI PLAN ZA ŽIVOTNU I DRUŠTVENU SREDINU

[Uneti Akcioni plan za životnu i društvenu sredinu (ESAP) i dati ažurirane podatke o napretku, uključujući komentar o napretku po pitanju rešavanja problema i objašnjenje svih zaostalih radnji.]

## 9. SISTEM UPRAVLJANJA ŽIVOTNOM SREDINOM I SOCIJALNIM PITANJIMA

Obuhvata tabelu koja sadrži relevantne politike i procedure – datum odobrenja, datum poslednje revizije i ključne promene tokom revizije.

# Potpisnici

# ZAJMOPRIMAC

Za i u ime

# REPUBLIKE SRBIJE

Potpis:*	
Ime i prezir	ne: Siniša Mali
Funkcija:	Prvi potpredsednik Vlade i ministar finansija

^{*}Potpis potpisnika Zajmoprimca

# BANKA ZA STRUKTURIRANJE I OVLAŠĆENI GLAVNI ARANŽER

Za i u ime:

DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (OSNOVANE U SAVEZNOJ REPUBLICI NEMAČKOJ SA OGRANIČENOM ODGOVORNOŠĆU AKCIONARA)

Potpis:

Ime i prezime: David Cham

Funkcija: Pomoćnik potpredsednika

Structured Trade & Export Finance

Hong Kong

Edward Hui

Generalni direktor

Structured Trade & Export Finance

# AGENT KREDITNOG ARANŽMANA

Za i u ime:

DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (OSNOVANA U SAVEZNOJ REPUBLICI NEMAČKOJ SA OGRANIČENOM ODGOVORNOŠĆU AKCIONARA)

Potpis:

Ime i prezime: David Cham

Funkcija: Pomoćnik potpredsednika

Structured Trade & Export Finance

Hong Kong

Edward Hui

Generalni direktor

Structured Trade & Export Finance

# **SINOSURE AGENT**

Za i u ime:

DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (OSNOVANA U SAVEZNOJ REPUBLICI NEMAČKOJ SA OGRANIČENOM ODGOVORNOŠĆU AKCIONARA)

Potpis:

Ime i prezime: David Cham

Funkcija: Pomoćnik potpredsednika

Structured Trade & Export Finance

Hong Kong

Edward Hui

Generalni direktor

Structured Trade & Export Finance

# PRVOBITNI ZAJMODAVAC

Za i u ime:

DEUTSCHE BANK AKTIENGESELLSCHAFT FILIALE HONG KONG (OSNOVANA U SAVEZNOJ REPUBLICI NEMAČKOJ SA OGRANIČENOM ODGOVORNOŠĆU AKCIONARA)

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# Član 3.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u "Službenom glasniku Republike Srbije – Međunarodni ugovori".