

Z A K O N

O POTVRĐIVANJU SPORAZUMA O ZAJMU (ZAJAM ZA UGOVARANJE STRANOG PROJEKTA O IZGRADNJI) ZA PROJEKAT IZGRADNJE DRŽAVNOG PUTA 1.B REDA BR. 27 LOZNICA – VALJEVO – LAZAREVAC, DEONICA IVERAK – LAJKOVAC (VEZA SA AUTOPUTEM E-763 BEOGRAD – POŽEGA), IZMEĐU KINESKE EXPORT – IMPORT BANKE, KAO ZAJMODAVCA I REPUBLIKE SRBIJE KOJU ZASTUPA VLADA REPUBLIKE SRBIJE POSTUPAJUĆI PREKO MINISTARSTVA FINANSIJA, KAO ZAJMOPRIMCA

Član 1.

Potvrđuje se Sporazum o zajmu (Zajam za ugovaranje stranog projekta o izgradnji) za Projekat izgradnje državnog puta 1.B reda br. 27 Loznica – Valjevo – Lazarevac, deonica Iverak – Lajkovac (veza sa autoputem E-763 Beograd – Požega), između kineske Export-Import banke, kao Zajmodavca i Republike Srbije koju zastupa Vlada Republike Srbije postupajući preko Ministarstva finansija, kao Zajmoprimca, koji je potpisan 26. novembra 2021. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma o zajmu (Zajam za ugovaranje stranog projekta o izgradnji) za Projekat izgradnje državnog puta 1.B reda br. 27 Loznica – Valjevo – Lazarevac, deonica Iverak – Lajkovac (veza sa autoputem E-763 Beograd – Požega), između kineske Export-Import banke, kao Zajmodavca i Republike Srbije koju zastupa Vlada Republike Srbije postupajući preko Ministarstva finansija, kao Zajmoprimca, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

(Loan for Contracting Foreign Construction Project)

Loan Agreement

Between

THE EXPORT-IMPORT BANK OF CHINA

as the “Lender”

and

THE REPUBLIC OF SERBIA

REPRESENTED BY THE GOVERNMENT OF THE REPUBLIC OF SERBIA

ACTING BY AND THROUGH THE MINISTRY OF FINANCE

as the “Borrower”

(Construction of the state road of 1B category No. 27 Loznica-Valjevo-Lazarevac,
section Iverak-Lajkovac (intersection on the highway E-763 Belgrade-Pozega))

(Agreement No. BLA20210340034)

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This **LOAN AGREEMENT (LOAN FOR CONTRACTING FOREIGN CONSTRUCTION PROJECT)** (the “**Agreement**”) is made on this day of 26.11.2021 by and between **THE EXPORT-IMPORT BANK OF CHINA** (hereinafter referred to as the “**Lender**”, with its principal office at the date hereof at No. 30, Fu Xing Men Nei Street, Xicheng District, Beijing 100031, China) and **THE REPUBLIC OF SERBIA REPRESENTED BY THE GOVERNMENT OF THE REPUBLIC OF SERBIA ACTING BY AND THROUGH THE MINISTRY OF FINANCE** (hereinafter referred to as the “**Borrower**”, with its registered office at Kneza Milosa No. 20, 11000, Belgrade, the Republic of Serbia.

WITNESSETH

WHEREAS:

- (A) On August 20, 2009, the Government of the People’s Republic of China and the Government of the Republic of Serbia entered into the Agreement on Economic and Technical Cooperation in the field of Infrastructure;
- (B) The Owner (as defined in Article 1 (*Definitions*) hereof) intends to implement the construction of the state road of 1B category No. 27 Loznica-Valjevo-Lazarevac, section Iverak-Lajkovac (intersection on the highway E-763 Belgrade-Pozega) (hereinafter referred to as the “**Project**”);
- (C) The Owner and China Shandong International Economic and Technical Cooperation Group, Ltd. of Shandong Hi-Speed Group Co. Ltd. (hereinafter referred to as the “**EPC Contractor**”) entered into the Commercial Contract on Design and Execution of Works on Construction of the State Road of 1B Category No. 27 Loznica-Valjevo-Lazarevac, Section Iverak-Lajkovac (Intersection on the Highway E-763 Belgrade-Pozega) dated June 10, 2020;
- (D) The EPC Contractor has met the requirements imposed by relevant government authorities of China;
- (E) The Borrower has requested that the Lender make available a loan facility under this Agreement to the Borrower for the purpose of financing eighty-five percent (85%) of the Contract Price (as defined in Article 1 (*Definitions*) hereof);
- (F) The Lender has accordingly agreed to make a loan facility available to the Borrower on the terms and conditions set out herein.

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

Article 1 Definitions

- 1.1 In this Agreement and in the Forms hereto, the following expressions shall, unless the context otherwise requires, have the following meanings:

“**Affiliates**” means, in relation to any person Controlling or Controlled by, or jointly Controlling or Controlled by, a third party with such person with respect to equity interests, funds, operations, sales and distributions or in any other aspects;

“**Borrower’s Chinese Process Agent**” means Embassy of the Republic of Serbia in China with its address from time to time at San Li Tun Dong 6 Jie 1, Beijing, China;

“**Business Day**” means a day on which banks and/or other financial institutions are open for banking business in Beijing, Frankfurt and Belgrade and which is a TARGET Day;

“**China**” means the People's Republic of China for the purpose of this Agreement

excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan;

“Commercial Contract” means the Commercial Contract on Design and Execution of Works on Construction of the State Road of 1B Category No. 27 Loznica-Valjevo-Lazarevac, Section Iverak-Lajkovac (Intersection on the Highway E-763 Belgrade-Pozega) dated June 10, 2020 entered into by and between the Owner and the EPC Contractor for the construction of the Project, and any other supplement or amendment to it from time to time;

“Contract Price” means, in respect of the Commercial Contract, the total amount of ONE HUNDRED FIFTY-EIGHT MILLION EUROS (EUR 158,000,000.00) payable by the Owner to the EPC Contractor in accordance with the Commercial Contract;

“Control” means, in relation to any person, having voting rights or material impacts over the management and decision-making of such person’s operation, finance and other matters directly or indirectly;

“Default” means an Event of Default or any event or circumstance specified in Article 14 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under this Agreement or any combination of any of the foregoing) be an Event of Default;

“Disbursement” means each amount disbursed under the Facility made by the Lender to the Borrower in accordance with Article 5 (*Disbursement*);

“Disbursement Period” means the period commencing on the date of Notice of Commencement of Disbursement Period and ending on the earliest of (a) the date falling forty-eight (48) Months thereafter; (b) the date on which the Facility is fully disbursed, cancelled or terminated hereunder; or (c) any date mutually agreed upon in writing by the Lender and the Borrower;

“Encumbrance” means any mortgage, pledge, lien, charge, encumbrance or other security interest of any kind or nature whatsoever and howsoever arising;

“EPC Contractor’s Account” means the bank account in the name of the EPC Contractor designated by the Borrower in the Notice of Drawdown to receive the Loan proceeds, which will be applied by the Borrower for the purpose of the payment of not exceeding eighty-five percent (85%) of the Contract Price;

“EUR” or **“Euro”** means the lawful currency for the time being of Euro Region;

“Event of Default” means any of the events and circumstances specified in Article 14 (*Events of Default*);

“External Indebtedness” means any payment obligation under loan agreement and/or any guarantee which (a) by their terms are repayable more than one (1) year from the date incurred and (b) is:

- (i) denominated, payable or optionally payable otherwise than the currency of the Republic of Serbia; and
- (ii) payable to a person, domiciled, resident or having its head office or principal place of business outside the Republic of Serbia;

“Facility” means the loan facility in EUR to be made available under this Agreement;

“Final Disbursement Date” means the last day of the Disbursement Period;

“Final Repayment Date” means the last repayment date as set out in the Repayment Schedule given to the Borrower by the Lender in accordance with Article 7.2 (*Repayment Schedule*);

“Grace Period” means the period commencing on the date of Notice of

Commencement of Disbursement Period and ending on the date falling forty-eight (48) Months thereafter, during which period only the interest and no principal is payable by the Borrower to the Lender; the Grace Period includes the Disbursement Period;

“Insurance Company” means China Export & Credit Insurance Corporation, an insurance company established and existing under the laws of China, having its registered office at Fortune Times Building, 11 Fenghuiyuan, Xicheng District, Beijing, 100033, China;

“Insurance Agreements” means the insurance agreement entered into or to be entered into by and between the Lender and the Insurance Company, the insurance premium agreement entered into or to be entered into by and between the EPC Contractor and the Insurance Company, and the insurance premium installment agreement entered into or to be entered into by and among the Lender, the EPC Contractor and the Insurance Company;

“Insurance Premium” means the total amount of 9,584,786.19 (EUR Nine Million Five Hundred Eighty-Four Thousand Seven Hundred Eighty-Six and Cents Nineteen) payable by the Borrower to the Insurance Company, under the terms of the Insurance Agreements and the debit note issued by the Insurance Company to the Borrower;

“Interest Payment Date” means the May 15 and the November 15 in each calendar year and the Final Repayment Date;

“Interest Period” means, in relation to the Loan, any period determined in accordance with Article 6.2 (*Interest Period*) and, in relation to the overdue amount, any period determined in accordance with Article 6.9 (*Default Interest*);

“Loan” means the aggregate principal amount disbursed and from time to time outstanding under the Facility;

“Finance Documents” means this Agreement, and any other document which may have been or may hereafter be executed in connection with this Agreement;

“Ministry of Finance” means the Ministry of Finance of the Republic of Serbia or any successor thereto;

“Month” means a period commencing on a specific day in any calendar month and ending on and including the day immediately preceding the numerically corresponding day in the next succeeding calendar month, provided that if there is no such numerically corresponding day in the next succeeding calendar month, such period shall expire on and including the last day of such next succeeding calendar month, and references to “Months” shall be construed accordingly;

“NBS” means the central bank of the Republic of Serbia (Narodna banka Srbije);

“Notice of Commencement of Disbursement Period” means a written notice in the form set forth in Form 1 (*Notice of Commencement of Disbursement Period*) attached hereto;

“Notice of Drawdown” means a notice in the form set forth in Form 3 (*Notice of Drawdown*) attached hereto;

“Notice of Effectiveness of Loan Agreement” means a written notice in the form set forth in Form 8 (*Form of Notice of Effectiveness of Loan Agreement*) attached hereto, in which the effective date of this Agreement shall be specified;

“Owner” means Government of the Republic of Serbia represented by the Ministry of Construction, Transport and Infrastructure and the Public Enterprise “Roads of Serbia”;

“Quotation Day” means, for the purpose of fixing the rate of interest, the second (2nd) Business Day prior to:

- (a) in relation to the first Interest Period of each Disbursement, the Disbursement Date;
- (b) in relation to each of the Interest Periods other than the first Interest Period of each Disbursement, the last day of the immediately preceding Interest Period;

“Reference Banks” means the reference bank(s) as may be appointed by the Lender after consultation with the Borrower;

“Relevant Parties” means the parties to the Commercial Contract and/or any party relevant to the Project.

“Repayment Date” means each of the Interest Payment Dates on which a repayment installment is due under Article 7 (*Repayment and Prepayment*), and the first Repayment Date shall be the first Interest Payment Date immediately succeeding the expiration of the Grace Period and the last Repayment Date shall be the Final Repayment Date;

“Repayment Period” means, in relation to the Loan, a repayment period being no more than one hundred and thirty-two (132) Months, commencing on the date on which the Grace Period expires, and ending on the Final Repayment Date;

“Repayment Schedule” means the schedule showing the dates and amounts of repayments of the Loan sent by the Lender to the Borrower in accordance with Article 7.2 (*Repayment Schedule*) and substantially in the form set forth in Form 5 (*Repayment Schedule*) attached hereto as it may be amended from time to time;

“Sanctions” means any of the following measures or actions enacted, promulgated, enforced, administered, implemented or interpreted from time to time by any Sanctions Authority in the form of, including but not limited to laws, regulations, administrative orders, directives, guidance or decisions:

- (a) prohibiting or restricting any person from performing any act under any legal documents;
- (b) having adverse effects on the trade, operation, business, investment, export, financing, or assets of the Lender, any Affiliates of the Lender or any person relevant to performance of the Loan and Relevant Parties.

“Sanctions Authority” means any legislative institution, administration institution, government or intergovernmental organization, transnational institution or international organization (including any governmental institution or agency of the foregoing) administering economic or financial sanctions or trade embargoes, including but not limited to the United Nations Security Council, the US Department of the Treasury (including the Office of Foreign Assets Control, OFAC), the US Department of Commerce and any other governmental agency of the US, the European Union and the United Kingdom government.

“Sanctions Restricted Person” means any person that is, or is owned or Controlled (as defined herein, and in addition as such terms are interpreted in accordance with applicable Sanctions laws and regulations) by one or more persons that is:

- (a) designated by a Sanctions Authority (including on a list of sanctioned entities or on a list of sanctioned sectors) to be the target of Sanctions or the subject of Sanctions; or
- (b) located or ordinarily resident in or incorporated or organized under the laws of a country or territorial that is the target of country-wide or

territory-wide Sanctions.

“**TARGET Day**” means any day on which Trans-European Automated Real-time Gross Settlement Express Transfer payment system is open for settlement of payments in euro.

1.2 In this Agreement, unless the context otherwise requires, any reference to:

“including” or “includes” means including or includes without limitation;

“indebtedness” includes any obligation of any person for the payment or repayment of money, whether present or future, actual or contingent, secured or unsecured, as principal or otherwise, including but not limited to any such obligation:

- (a) under or in respect of any acceptance, bill, bond, note or similar instrument;
- (b) under or in respect of any guarantee, indemnity, counter-security or other assurance against financial loss;
- (c) in respect of the purchase, or lease of any asset or service;
- (d) in respect of any indebtedness of any other person whether or not secured by or benefiting from an Encumbrance on any property or asset of such person; or
- (e) in respect of any form of off-balance sheet financing;

“law” and/or “regulation” includes any constitutional provision, treaty, convention, statute, law, decree, order, rule and regulation having the force of law;

“order” includes any judgment, injunction, decree, determination or award of any court, arbitration or administrative tribunal;

“person” means an individual, corporation, partnership, joint venture, trust, unincorporated organization or any other juridical entity, or a sovereign state or any agency, authority or administrative subdivision thereof, or any international organization, agency or authority;

“tax” includes any tax, levy, duty, charge, fee, deduction or withholding of any nature now or hereafter imposed, levied, collected, withheld or assessed by any taxing or other authority and includes any interest, penalty or other charge payable or claimed in respect thereof and “taxation” shall be construed accordingly.

1.3 The expressions “Borrower”, “Lender”, “Owner”, “EPC Contractor” and “Insurance Company” shall, where the context permits, include their respective successors and permitted assigns and any person permitted by the Lender deriving title under them.

1.4 Reference to “this Agreement” in this Agreement means this Agreement as it may be amended from time to time.

1.5 Article and Section headings in this Agreement and the Table of Contents are inserted for ease of reference only and do not form a part of this Agreement and shall have no effect on the interpretation of the provisions hereof.

1.6 The Forms to this Agreement shall form an integral part hereof.

1.7 Where the context so requires, words importing the singular number shall include the plural and vice versa.

Article 2 Amount of Facility and Purpose of Loan

2.1 **Amount** The Lender hereby agrees to make available to the Borrower, on and subject to the terms and conditions of this Agreement, the Facility in EUR in an aggregate principal amount not exceeding one hundred thirty-four million three

hundred thousand Euros (EUR 134,300,000.00).

- 2.2 **Purpose of Loan** The entire proceeds of the Facility shall be applied by the Borrower for the purpose of the payment of not exceeding eighty-five percent (85%) of the Contract Price, and not be used for any other purposes (including but not limited to payment of brokerage fees, agency fees or commission).
- 2.3 **Term of the Facility** The term of the Facility is not more than one hundred and eighty (180) Months from the date of the Notice of Commencement of Disbursement Period to the Final Repayment Date.

Article 3 Amendment of the Commercial Contract

- 3.1 **No Amendment to the Commercial Contract** During the term of this Agreement, the Borrower shall ensure and hereby undertake that the Commercial Contract shall not be terminated (except for termination due to full performance of the Commercial Contract) or dissolved or cancelled and without its written application (substantially in the form set forth in Form 2 (*Application for Approval of Amendment to the Commercial Contract*) hereof) and the prior written consent of the Lender, no material change, amendment or supplement (excluding technical issues and deadlines which may not affect the commercial terms materially) shall be made to the Commercial Contract.

Article 4 Conditions Precedent to the First Disbursement

- 4.1 The Lender shall have no obligation hereunder and no Disbursement shall be made unless and until the Lender has notified the Borrower that the Lender has received or, as the case may be, waived all of the following documents, each in form and substance satisfactory to it in all respects:
- (a) Certified true copy of the documentary evidence of the authority of each person who will sign the statements, reports, certificates and other documents required by this Agreement and will otherwise act as a representative of the Borrower in relation to the implementation of this Agreement (such documentary evidence includes the relevant decision of the Borrower, the authenticated specimen signature of and certificate of incumbency and power of attorney in respect of each person described above);
 - (b) the duly executed Insurance Agreements, which have come into effect, and a written notice given by the Insurance Company to the Lender, stating that the insurance obligations of the Insurance Company under the Insurance Agreements have become enforceable;
 - (c) evidence that giving the full right of access and possession of the Project's site by the Owner and the receipt by the EPC Contractor, as well as the resettlement action plan of the Project's site as a whole;
 - (d) this Agreement duly executed by the Lender and the Borrower;
 - (e) a certified true copy of the Commercial Contract duly executed by the Owner and the EPC Contractor;
 - (f) certified true copies of any and all documents which could evidence that the fees payable hereunder have been paid by the Borrower to the Lender in accordance with the provisions of Article 6 (*Interest and Fees*);
 - (g) evidence that the borrowing by the Republic of Serbia under this Agreement is duly budgeted in the Law on Budget of the Republic of Serbia for 2021;
 - (h) a legal opinion of the Ministry of Justice of the Borrower acceptable to the Lender substantially in the form set forth in Form 6 (Legal Opinion of the Ministry of Justice of the Borrower) attached hereto or in the form and

substance otherwise approved by the Lender;

- (i) an opinion in respect of this Agreement issued by the State Attorney's Office of Borrower;
- (j) the written appointment by the Borrower and related consent of the Borrower's Chinese Process Agent in the form set forth in Form 7-1 (Irrevocable Power of Attorney) and Form 7-2 (Consent of the Borrower's Chinese Process Agent) attached hereto;
- (k) a written undertaking issued by the Owner and the EPC Contractor expressing its consent to cooperate with the Lender on the post evaluation for the Project;
- (l) the drawdown plan submitted by the Owner and the EPC Contractor, through the Borrower;
- (m) evidence of receiving the Construction Permits and Notice on Commencement of Works from the Ministry of Construction, Transport and Infrastructure;
- (n) such other documents relating to any of the matters contemplated herein as the Lender may reasonably request.

4.2 The Borrower hereby undertakes that all of the above documents shall be delivered to the Lender in the shortest possible time from the effective date hereof.

4.3 All the documents and evidence referred to in Article 4 (*Conditions Precedent to the First Disbursement*) shall be in form and substance satisfactory to the Lender. Copies required to be certified shall be certified in a manner satisfactory to the Lender by an authorized person or responsible officer of the Borrower.

4.4 After all the above conditions stipulated in Article 4 (*Conditions Precedent to the First Disbursement*) have been fulfilled to the satisfaction of the Lender or, as the case may be, waived by the Lender, the Lender shall issue in a reasonable time a Notice of Commencement of Disbursement Period to the Borrower.

4.5 In the event that the Borrower fails to fulfill the conditions stipulated in Article 4 (*Conditions Precedent to the First Disbursement*) within one (1) year after the effectiveness of this Agreement, the Lender shall have the right to reevaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.

Article 5 Disbursement

5.1 **Further Conditions** Any Disbursement to the Borrower is subject to the following conditions:

- (a) all the conditions precedent specified in Article 4 (*Conditions Precedent to the First Disbursement*) shall have been satisfied or, as the case may be, waived before the issuance of the Notice of Drawdown by the Borrower;
- (b) the Lender shall have received the Notice of Drawdown duly completed and submitted by the Borrower not later than 12:00 noon (Beijing time) on the fifth (5th) Business Day before the date on which the Disbursement is to be made;
- (c) no Event of Default has occurred and is continuing nor would an Event of Default result from the making of such Disbursement;
- (d) all the representations and warranties made or given by the Borrower herein remain true and accurate in all material respects on and as of the date the Disbursement is to be made with reference to the facts and circumstances then subsisting; and
- (e) the Lender shall have received from the Borrower, on the date of its receipt of the Notice of Drawdown, the invoice or other certificates evidencing that a

payment has become due and payable under the Commercial Contract; and

- (f) the Lender shall have received certified true copies of documents evidencing that the Owner has made sufficient payment (the “**Self-raised Fund**”) to the EPC Contractor, without utilizing the proceeds of the Loan, prior to each proposed Disbursement, so that after such Disbursement, the ratio of the aggregate Self-raised Fund to the proceeds of the Loan shall not be lower than 15:85.

5.2 In respect of the proposed Disbursement which will be made on or after the commencement of construction of the Project, such Disbursement is subject to the following conditions:

- (a) all the conditions precedent specified in Article 5.1 (*Further Conditions*) shall have been satisfied or, as the case may be, waived; and
- (b) the Lender has received copies of the construction permit for the works to be financed out of the proposed Disbursement and the notification to proceed of the Project.

5.3 **Disbursement Procedure** Subject to conditions in Article 4 (*Conditions Precedent to the First Disbursement*), Article 5.1 (*Further Conditions*) and Article 5.2, the Lender shall disburse the Facility in relation to the Commercial Contract in accordance with the following procedures:

5.3.1 The Borrower shall issue, during the Disbursement Period, an irrevocable Notice of Drawdown via courier/by authenticated SWIFT message to the Lender and instruct the Lender to make the Disbursement into:

- (a) the account opened by the EPC Contractor with the Lender for the purpose of the Commercial Contract:

Payee: China Shandong International Economic & Technical Cooperation Group Ltd.

Opening Bank: The Export-Import Bank of China, Shandong Branch

Account No.: 10000005717

Swift Code: EIBCCNBJQDB

or

- (b) such other account as designated in any agreement made in writing entered into by and among the Borrower, the Lender and the EPC Contractor for the purpose of receiving payments under or in connection with the Commercial Contract.

Each account under above paragraph (a) and (b) is hereinafter referred to as the “Disbursement Account”.

5.3.2 Subject to conditions in Article 4 (*Conditions Precedent to the First Disbursement*), Article 5.1 (*Further Conditions*), Article 5.2 and Article 5.3, (*Disbursement Procedure*) and other terms and conditions of this Agreement, the Lender shall allocate in due course the amount specified in the Notice of Drawdown to the EPC Contractor’s Account as designated in the Notice of Drawdown.

5.3.3 Forthwith upon the allocation of the Disbursement to the EPC Contractor’s

Account, the Lender shall be deemed as having completed its Disbursement obligation under this Agreement. Such Disbursement shall become the indebtedness payable by the Borrower under this Agreement.

- 5.4 **Table of Disbursement** Within the first five (5) Business Days of the month immediately following the month in which a Disbursement was made, the Lender shall notify the Borrower in writing of the dates and amounts of Disbursement made in the preceding month by sending to the Borrower a Table of Disbursement in the form set forth in Form 4 (*Table of Disbursements*) attached hereto, each of which shall be prima facie evidence of the matters set forth therein.
- 5.5 **No Excess of Facility** The Lender shall not be under any obligation to make any further Disbursement under the Facility if after the making of such further Disbursement, the aggregate amount of the Disbursements made under this Agreement would exceed the principal amount of the Facility.
- 5.6 **Confirmation of the Borrower** The Borrower confirms that any dispute between the Owner and the EPC Contractor arising from the Commercial Contract shall in no event affect the performance of the obligations of the Borrower hereunder.
- 5.7 **Notice of Drawdown Irrevocable** A Notice of Drawdown once given shall be irrevocable and the Borrower shall be bound to draw a Disbursement in accordance therewith.
- 5.8 **Cancellation** Any part of the Facility undrawn at the end of the Disbursement Period or the extension thereof shall be cancelled.

Article 6 Interest and Fees

- 6.1 **Interest** The Borrower shall pay to the Lender interest on the Loan in accordance with the following provisions of this Article.
- 6.2 **Interest Period**
 The Interest Period applicable to each Disbursement or, as the case may be, the Loan, shall be six (6) Months period, provided that:
- (a) the first Interest Period in relation to the first Disbursement shall commence on the date on which the respective Disbursement is made (inclusive) and end on the immediately succeeding Interest Payment Date (exclusive);
 - (b) in relation to each Disbursement after the first Disbursement, the first Interest Period shall commence on the date on which the respective Disbursement is made (inclusive) and end on the last day of the then current Interest Period (inclusive) in respect of the Loan so that all existing Disbursements shall be consolidated upon the expiry of each Interest Period;
 - (c) each Interest Period (except the first Interest Period and the last Interest Period in relation to each Disbursement) shall commence on the Interest Payment Date for the immediately preceding Interest Period (inclusive) and end on the last day of the then current Interest Period (inclusive);
 - (d) any Interest Period which would otherwise extend beyond the Final Repayment Date shall instead end on the date immediately preceding the Final Repayment Date (inclusive).
- 6.3 **Interest Rate**
 The rate of interest applicable to the Loan or the relevant part thereof for each Interest Period shall be a floating rate per annum determined by the Lender to be aggregate of applicable EURIBOR plus Margin. Each applicable floating rate shall be unchangeable during that Interest Period commencing from the date on which such floating rate is determined.

“**EURIBOR**”, in relation to any Loan, means the applicable Screen Rate on the Quotation Day at or about 11:00 am (Brussels time) for euro and for a period equal or comparable to six (6) months, and if any such rate is below zero, EURIBOR shall be deemed to be zero.

“**Screen Rate**” means, in relation to EURIBOR, 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 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 Lender may specify another page or service displaying the relevant rate after consultation with the Borrower).

If the EURIBOR for any Interest Period is not quoted as set forth above, EURIBOR shall be equal to the arithmetic average (rounded upwards to four decimal places) of the rates of interest of the relevant Interest Period at which deposits in EUR are offered in the European Interbank market at or about 11:00 am (Brussels time) on the Quotation Day by the Reference Banks.

“**Margin**” means 235 B.P. per annum, and such margin shall not be changed during the whole term of the Facility.

6.4 **Market Disruption**

- (a) In this Article, each of the following events constitutes a market disruption event:
- (i) The rate as provided in Article 6.3 (*Interest Rate*) is not available or none or only one Reference Bank supplies to the lender a rate on the relevant Quotation Day;
 - or
 - (ii) before close of business on the relevant Quotation Day, the Borrower receives notifications from the Lender that the cost to it of obtaining matching deposits in the relevant interbank market is in excess of the cost to the Lender of obtaining matching deposits in the relevant interbank market as of the effective date of this Agreement.
- (b) The Lender shall promptly notify the Borrower of a market disruption event.
- (c) If a market disruption event occurs in relation to a Disbursement for any Interest Period, after notification under paragraph (b) above, the rate of interest on that Disbursement for that Interest Period shall be the percentage rate per annum which is the aggregate of:
- (i) the Margin; and
 - (ii) the rate notified to the Borrower by the 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 Lender of funding the Loan from whatever source it may reasonably select.

6.5 **Alternative Basis of Interest or Funding**

If a market disruption event occurs and the Borrower so requires, the Borrower and the Lender 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 and/or funding for the affected Loan. For the avoidance of doubt, in the event that no substitute basis is agreed at the end of the thirty (30)-day period, the rate of interest

shall continue to be determined in accordance with Article 6.4 (*Market Disruption*) of this Agreement.

6.6 Calculation of Interest

Interest at the rates determined as aforesaid shall accrue from day to day, shall be calculated on the basis of the actual number of days elapsed and a 360 day year, and shall be paid in arrears on each Interest Payment Date. The certificate issued by the Lender as to the rate and amount of interest payable on any Interest Payment Date shall be conclusive and binding upon the Borrower in the absence of demonstrable error.

Each determination of an interest rate made by the Lender in accordance with this Article shall be promptly notified by the Lender to the Borrower.

6.7 Management Fee The Borrower shall pay to the Lender a management fee of zero point five percent (0.5%) of the Facility equal to six hundred seventy-one thousand five hundred Euros (EUR 671,500.00). The Borrower shall pay to the Lender a management fee within ninety (90) days from the effective date of this Agreement. If the Borrower delays the payment of the management fee, the Borrower shall pay to the Lender the default interest on such overdue management fee according to Article 6.9 (*Default Interest*).

6.8 Commitment Fee The Borrower shall pay to the Lender a commitment fee at the rate of zero point five percent (0.5%) per annum on the daily unutilized portion of the Facility. Such commitment fee shall accrue from and including the date falling thirty (30) days after the effective date of this Agreement up to but excluding the Final Disbursement Date. The commitment fee shall be calculated on the basis of the actual number of days elapsed and a 360 day year and shall accrue on a daily basis and be paid in arrears on each Interest Payment Date. If the Borrower delays the payment of the commitment fee, the Borrower shall pay to the Lender the default interest on such overdue commitment fee according to Article 6.9 (*Default Interest*).

6.9 Default Interest

In case the Borrower fails to pay any sum payable under this Agreement (including without limitation the principal of the Loan and the Interest accrued thereon) on the due date, the Borrower shall pay to the Lender interest on such overdue amount at a rate determined as follows:

- (a) In the event that the Borrower fails to pay any interest due and payable under this Agreement, but the principal on which the interest arises has not become due and payable at that time, the Borrower shall pay to the Lender interest on such overdue interest from the due date to the date of actual payment (both before and after judgment) at the Interest Rate specified in Article 6.3 (*Interest Rate*); or
- (b) In the event that the Borrower fails to pay any principal and the interest accrued on such principal due and payable under this Agreement, the Borrower shall pay to the Lender interest on such overdue principal and interest from the due date to the date of actual payment (both before and after judgment) at a rate of two per cent (2%) per annum higher the Interest Rate specified in Article 6.3 (*Interest Rate*); or
- (c) In the event that the Borrower fails to pay any fees due and payable under Article 6.7 (*Management Fee*), Article 6.8 (*Commitment Fee*), Article 7.3.2 (*Prepayment Indemnity and Interest*) or any other term hereunder, the Borrower shall pay to the Lender the default interest on such overdue fee at a rate of zero point five in thousand (0.5‰) per day for the period from and including the due date thereof to the date of actual payment thereof.

Such interest shall accrue from day to day, shall be calculated on the basis of the actual number of days elapsed and a 360 day year and shall be payable from time to time on demand. To the extent permitted by applicable law in the Republic of Serbia, default interest (if unpaid) arising on any overdue amount under this Agreement will be compounded with that overdue amount at the end of each Interest Period (each of a duration selected by the Lender (acting reasonably)) applicable to that overdue amount but will remain immediately due and payable.

The certificate of the Lender as to the rate and amount of any interest payable under this Article 6.9 (*Default Interest*) shall be conclusive and binding upon the Borrower in the absence of demonstrable error.

Article 7 Repayment and Prepayment

- 7.1 **Repayment** The Borrower shall repay the Loan outstanding from the end of the Grace Period by twenty two (22) equal successive installments on each Repayment Date to the Lender in accordance with the Repayment Schedule which will be sent by the Lender to the Borrower promptly after the expiration of the Disbursement Period, but in any event no later than the first Repayment Date.
- 7.2 **Repayment Schedule** Any part of the Facility undisbursed at the close of business on the Final Disbursement Date shall be cancelled and shall not thereafter be available to the Borrower. The Lender shall prepare a Repayment Schedule and furnish the Borrower with a copy of such Repayment Schedule promptly after the expiration of the Disbursement Period. The Repayment Schedule so provided by the Lender shall in the absence of manifest error be conclusive and binding on the Borrower.
- 7.3 **Prepayment Subject** to the written consent by the Lender, the Borrower may on any Interest Payment Date after the Final Disbursement Date prepay to the Lender all or any part of the Loan in accordance with the terms hereunder.
- 7.3.1 **Conditions to Prepayment** No prepayment could be made provided that:
- (a) the Borrower shall have given to the Lender not less than ninety (90) days prior written notice of its intention to make the prepayment, specifying the amount thereof and the date on which it is to be made;
 - (b) the amount of any partial prepayment shall be not less than ten million Euros (EUR10,000,000) and an integral multiple of ten million Euros (EUR 10,000,000); and
 - (c) all other sums then due and payable under this Agreement shall have been paid.
- 7.3.2 **Prepayment Indemnity and Interest** At the time of the prepayment which is made in accordance with the above provisions, the Borrower shall pay to the Lender for such prepayment:
- (a) a prepayment indemnity calculated at one percent (1%) of the amount prepaid. If the Borrower delays the payment of the prepayment indemnity, the Borrower shall pay to the Lender the default interest on such overdue prepayment indemnity according to Article 6.9 (*Default Interest*);
 - (b) the Borrower shall also pay all interest accrued thereon up to and including the day immediately preceding the date of such prepayment and any other amount then payable hereunder in respect thereof.
- 7.3.3 After all the conditions in Article 7.3.1 (*Conditions to Prepayment*) have been fulfilled to the satisfaction of the Lender, the Lender will issue a notice of

approval of prepayment to the Borrower, which will specify the date of prepayment and the amount of indemnity and interest for prepayment. Any such prepayments shall reduce the amount of repayment installments of the Loan in inverse order of maturity.

7.4 **Application of Insufficient Prepayment** If the amount of any prepayment made by the Borrower hereunder is less than the total amount due and payable by the Borrower to the Lender as of the date on which such payment is actually made by the Borrower, the Lender may without reference to the Borrower apply and appropriate the prepayment so made by the Borrower in or towards the satisfaction or reduction first of any indemnity and other amounts payable hereunder, secondly of all accrued interest; and thirdly repayment of any principal in inverse order of maturity.

7.5 **Provisions applicable to Prepayments** Any notice of intended prepayment of the Loan or any part thereof given by the Borrower under this Agreement shall be irrevocable and the Borrower shall be bound to make a prepayment in accordance therewith. The Borrower may only prepay the Loan or any part thereof in accordance with the express terms of this Agreement and no amount prepaid may be redrawn.

Article 8 Payments and Currency

8.1 Place and Time of Payment

8.1.1 All payments or repayments by the Borrower to the Lender hereunder shall be made in the original currency of this Agreement in freely transferable and immediately available funds on the relevant due date to:

(a) the account of the Lender as following:

Payee: The Export-Import Bank of China

Opening Bank: Bank of China Frankfurt Branch

Account No.: 1083002004

Swift Code: BKCHDEFF

or

(b) such other account as the Lender may from time to time specify in a written instruction executed by the duly authorized representative(s) of the Lender to the Borrower;

or

(c) such other account as designated by the Parties in any amendment to this Agreement made in writing entered into by and between the Lender and the Borrower.

Each account under above paragraph (a), (b) and (c) is hereinafter referred to as the "Repayment Account". And such payment shall be made with a message that such payment is made for "Loan Agreement (Loan for Contracting Foreign Construction Project) No._BLA20210340034".

8.1.2 All repayments/payments by the Borrower to the Lender under this Agreement shall only be made to the Repayment Account. Any repayment/payment by the Borrower to the Lender made to an account other than the Repayment Account does not constitute any repayment/payment under the Agreement and the Borrower shall not be exempted from its repayment/payment obligations under this Agreement in accordance with the terms and conditions thereof.

- 8.2 **Payments to be made on a Non-Business Day** If any payment to be made by the Borrower hereunder falls due on any day which is not a Business Day, the Lender has the right to require such payment be made on the immediately preceding Business Day.
- 8.3 **Payment Currency** The payment hereunder by the Borrower shall be in the original currency of this Agreement. The Borrower hereby expressly waives any right it may have in any jurisdiction to pay any amount due under this Agreement in a currency or currency unit other than that in which it is expressed to be payable. Notwithstanding any payment being made, pursuant to an order or otherwise, in a currency other than the original currency of this Agreement, the Borrower's obligations under this Agreement shall be discharged only to the extent that the Lender may purchase the original currency of this Agreement with such other currency in accordance with normal banking procedures upon receipt of such payment. If the amount in the original currency of this Agreement which may be so purchased, after deducting any premium or exchange charge, is less than the relevant sum payable under this Agreement, the Borrower shall indemnify the Lender against the deficiency. The indemnity in this clause shall constitute an obligation of the Borrower separate and independent from its other obligations hereunder.
- 8.4 **Insufficient Payment** If the amount of any payment made by the Borrower hereunder is less than the total amount due and payable by the Borrower to the Lender as of the date on which such payment is actually made by the Borrower, then the Borrower shall be deemed to have hereby waived any right which it may have to make any appropriation thereof (and any appropriation made and/or indicated by the Borrower in respect of such payment shall be of no effect) and the Lender may without reference to the Borrower apply and appropriate the payment so made by the Borrower in or towards the satisfaction of any or all of the amounts which are due or overdue for payment on such day in the order decided upon by the Lender.

Article 9 Taxes

- 9.1 **No Deduction** All payments by the Borrower under this Agreement shall be paid in full to the Lender without set-off or counterclaim or retention and free and clear of and without any deduction or withholding for or on account of any taxes or any charges. In the event the Borrower is required by law to make any such deduction or withholding from any payment hereunder, then the Borrower shall forthwith pay to the Lender such additional amount as will result in the immediate receipt by the Lender of the full amount which would have been received hereunder had no such deduction or withholding been made. The Borrower shall promptly forward to the Lender copies of official receipts or other evidence of payment to the relevant taxation or other authorities of any tax so deducted or withheld.
- 9.2 **Advance Notification** If at any time the Borrower becomes aware that any such deduction, withholding or payment in Article 9.1 (*No Deduction*) is or will be required, it shall immediately notify the Lender and supply all available details thereof.
- 9.3 **Indemnification** The Borrower shall promptly pay all present and future stamp and other like duties and taxes and all notarial, registration, recording and other like fees which may be payable in respect of this Agreement and any document referred to herein.

Article 10 Change of Law or Circumstances

- 10.1 **Illegality** If at any time the Lender determines that it is or will become unlawful or contrary to any applicable law, regulation or directive of any competent governmental agency for it to allow all or part of the Facility to remain outstanding, to make, fund or

allow to remain outstanding all or part of the Loan under this Agreement, upon such notifying the Borrower by the Lender:

- (a) the Facility shall be cancelled; and
- (b) the Borrower shall prepay such Loan on such date as the Lender shall certify to be necessary to comply with the relevant law or directive with all unpaid accrued interest thereon, all unpaid fees accrued and other sums then due under this Agreement to the Lender.

10.2 **Increased Cost** If the Lender determines that any change in any applicable law or regulation or in the interpretation or application thereof or compliance by the Lender with any applicable direction, request or requirement (whether or not having the force of law) of any competent governmental or other authority does or will subject the Lender to any tax or other payment with reference to sums payable by the Borrower under this Agreement (except (a) tax on the Lender's overall net income in China or (b) as referred to in Article 9 (*Taxes*)), the Lender may so notify the Borrower, and the Borrower shall from time to time forthwith upon demand pay to the Lender such amount as the Lender may certify to be necessary to compensate it for such tax, payment, increased cost or reduction (each an "increased cost"). Where such increased cost arises from circumstances contemplated above which affect the Lender's business generally or the manner in which or extent to which it allocates capital resources, the Lender shall be entitled to such increased cost as it determines and certifies fairly allocable to the Facility and/or the Loan. The Borrower and the Lender shall discuss whether any alternative arrangement may be made to avoid such increased cost. So long as the circumstances giving rise to such increased cost continue, the Borrower may, after giving the Lender not less than thirty (30) days prior written notice, prepay the whole (but not only part) of the Loan in accordance with Article 7 (*Repayment and Prepayment*), and upon the giving of such notice the Facility shall be cancelled.

10.3 **Sanctions** If the Lender in its sole discretion determines that the performance of this Agreement and / or the making, funding or allowing to remain outstanding of all or part of the Loan hereunder becomes impossible, prohibited by law or regulation, or could result in the Lender or any of its branch offices or Affiliates being sanctioned, the Lender may so notify the Borrower with a written notice specifying the said circumstances and shall at the same time be entitled to one or more of the following measures:

- (a) cancel any available Facility;
- (b) declare that all or part of the Loan, together with accrued interest, and all other amounts accrued or outstanding to the Lender under this Agreement be immediately due and payable;
- (c) directly deduct the outstanding amount due and payable by the Borrower under this Agreement, including but not limited to outstanding Loan, together with accrued interest and all other amounts accrued, from any account of the Borrower (denominated in any currency) opened with the Lender, or any other onshore and offshore branch offices of the Lender, if applicable; or
- (d) exercise any other rights of the Lender under this Agreement and in accordance with applicable laws and regulations.

Article 11 Representations and Warranties

11.1 The Borrower hereby represents and warrants for the benefit of the Lender that:

- (a) **Status of the Borrower** The Borrower is the Republic of Serbia represented by the Government of the Republic of Serbia, acting by and through the Ministry of

Finance, and has full power, authority and legal right to own its property and assets and to borrow the Facility on the terms and conditions hereunder;

- (b) **Financial Conditions** The Owner has the corresponding financial strength and operating and management ability to implement the Project; the Borrower has good public finance management, financial and credit status, and is able to repay the principal of Loan and interest thereon;
- (c) **Authorization** The Borrower has full power and authority to enter into this Agreement, to borrow the Facility hereunder and to perform and observe its obligations hereunder. The Borrower has taken and completed all necessary and legal action or procedures necessary to authorize the Borrower to execute, deliver and perform this Agreement;
- (d) **Government Consents and Actions** All authorizations, approvals and consents from any governmental or other authority or creditors of the Borrower which are required for (i) the execution, delivery or performance of this Agreement or the validity and enforceability hereof or (ii) the borrowing of the Facility or (iii) the payment by the Borrower of all sums in EUR, have been duly effected, completed and obtained and are in full force and effect. The Borrower will comply with any foreign exchange controls and notices as required by the applicable regulations in the Republic of Serbia from time to time; all authorizations, approvals and consents from any governmental or other authority or creditors of the Owner which are required for (i) the execution, delivery or performance of the Commercial Contract or the validity and enforceability hereof or (ii) the implementation of the Project, have been duly effected, completed and obtained and are in full force and effect;
- (e) **Chinese Element** The proportion of total exports resulting relevant services such as Chinese equipment, materials, technology as well as labor service, management, design, audit, consulting, etc. driven under the Project to the total Contract Price shall not be less than fifteen percent (15%);
- (f) **Binding Effect** This Agreement has been duly executed and delivered by the Borrower and constitutes legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms and conditions;
- (g) **No Contravention** The execution, delivery and performance of this Agreement by the Borrower do not and will not contravene, violate or constitute a default under (i) any provision of any agreement or other instrument to which the Borrower is a party or by which the Borrower or any of its assets is or may be bound; or (ii) the Constitution of the Republic of Serbia, any treaty, law, regulation, judgment or order applicable to the Borrower;
- (h) **No Default** The Borrower is not in default under any law, regulation, judgment, order, authorization, agreement or obligation applicable to it or its assets or revenues, the consequences of which default could materially and adversely affect its ability to perform its obligations under this Agreement and no event has occurred and is continuing which constitutes or which, upon the lapse of time or the giving of notice or both, would become an event of default (however described);
- (i) **No Litigation** There are no litigation, arbitration or administrative proceedings before or of any court, arbitration tribunal or governmental authority that are pending or to the knowledge of the Borrower, threatened against the Borrower or its assets which would have a material and adverse effect on its operations, business or assets or the Borrower's ability to perform and discharge its obligations and liabilities hereunder;

- (j) **Taxes** Under the laws of the Republic of Serbia, there is no tax imposed (whether by withholding or otherwise) on or by virtue of the execution and delivery of this Agreement or any document or instrument to be executed and delivered hereunder, the performance hereof or thereof or the admissibility in evidence or enforcement hereof or thereof, or on any payment required to be made hereunder or thereunder, except for value added taxes which shall be borne or indemnified by the Borrower under this Agreement;
- (k) **Pari Passu** The obligations and liabilities of the Borrower under this Agreement are direct, unconditional and general obligations and rank and will rank at least Pari Passu in right of payment and security in all respects with all other present or future unsecured and unsubordinated External Indebtedness (both actual and contingent) of the Borrower;
- (l) **Commercial Activity** The execution and delivery of this Agreement by the Borrower constitute, and the Borrower's performance of and compliance with its obligations under this Agreement will constitute, commercial act done and performed for commercial purposes under the laws of the Republic of Serbia and neither the Borrower nor any of its assets is entitled to any immunity or privilege (sovereign or otherwise) from arbitration, suit, execution or any other legal process with respect to its obligations under this Agreement, as the case may be, in any jurisdiction;
- (m) **Proceedings to Enforce Agreement** In any proceeding in the Republic of Serbia to enforce this Agreement, the choice of the laws of China as the governing law hereof will be recognized and such law will be applied. The waiver of immunity by the Borrower, the irrevocable submissions of the Borrower to the arbitration of China International Economic and Trade Arbitration Commission and the appointments of the Borrower's Chinese Process Agent are legal, valid, binding and enforceable and any award obtained in arbitration will be, if introduced, evidence for enforcement in any proceedings against the Borrower and its assets in the Republic of Serbia;
- (n) **Proper Form** This Agreement, which is governed by the laws of China, is in proper legal form under the laws of the Republic of Serbia and is capable of enforcement in the courts of the Republic of Serbia;
- (o) **No Registration** It is not necessary in order to ensure the legality, validity, enforceability and admissibility in evidence in proceedings in the Republic of Serbia of this Agreement that it or any other document or agreement be filed, recorded or registered with any court, authority, public office or any other authority of the Republic of Serbia, except that the borrowing under this Agreement shall be registered with the NBS in accordance with the Serbian law and the Ministry of Finance shall keep records on any obligation undertaken under or in relation to this Agreement and settlement of the obligations under or in relation this Agreement as well as to supervise the implementation of this Agreement;
- (p) **Contract** The Commercial Contract, when has been duly executed and delivered will constitute a valid and binding obligation of the Owner enforceable in accordance with its terms;
- (q) **No Encumbrance** No Encumbrance exists over all or any part of the property, assets or revenues of the Borrower, which will have material adverse effect on the Borrower's performance of its payment obligations hereunder except as created liens arising by operation of law or as previously disclosed in writing to and agreed by the Lender;
- (r) **Status of External Indebtedness** The borrowings to be received under this

Agreement will not exceed nor breach any limit (including borrowing limits) applicable under the laws of the Republic of Serbia; the Project is an investment project, accordingly, the Borrower may, in accordance with the Serbian law, borrow for the purpose of the Loan set out in Article 2.2 (*Purpose of Loan*);

- (s) **Information Provided** All information supplied to the Lender by or on behalf of the Borrower is true and accurate in all material respects and all forecasts and projections contained therein were arrived at after due and careful consideration on the part of the Borrower and were, in its considered opinion, fair and reasonable when made; the Borrower is not aware of any fact which has not been disclosed in writing to the Lender which might have a material effect on any such information, forecasts or projections or which might affect the willingness of the Lender to lend upon the terms of this Agreement;
- (t) **Sanctions** None of the Borrower, or any Relevant Parties, or any shareholders, senior officers, directors, or employees of the Borrower, or any Relevant Parties (together the "Obligor Parties") is:
 - (i) a Sanctions Restricted Person;
 - (ii) in violation of or has violated any Sanctions imposed or adopted by any Sanctions Authority in connection with this Project;
 - (iii) engaged in any transaction, activity or conduct that could reasonably be expected to result in it or them becoming a Sanctions Restricted Person; or
 - (iv) the subject of or otherwise involved in any inquiries, claims, lawsuits, investigations or other proceedings relating to Sanctions.
- (u) **Drawdown Plan** The drawdown plan submitted hereunder is reasonably prepared based on the Project's progress and actual funding needs; the Lender is not bound to disburse the Facility pursuant to the drawdown plan submitted hereunder.

11.2 The Borrower further represents and warrants to and undertakes with the Lender that the foregoing representations and warranties will be true and accurate throughout the continuance of this Agreement with reference to the facts and circumstances subsisting from time to time.

11.3 The Borrower acknowledges that the Lender has entered into this Agreement in reliance upon the representations and warranties contained in this Article 11 (*Representations and Warranties*).

Article 12 Undertakings

12.1 **Affirmative Undertakings** The Borrower undertakes and agrees with the Lender that throughout the continuance of this Agreement and so long as the Loan or any other sum remains outstanding, the Borrower will, unless the Lender otherwise agrees in writing:

- (a) **Information** furnish the Lender with the relevant information reasonably requested by the Lender in relation to the Borrower, the Owner and this Agreement and with such other information (financial or other) as the Lender may reasonably request with respect to the implementation or administration of the Commercial Contract, including without limitation of the semi-annual reports on the actual progress and status of the Project;

regularly provide, through the Owner, the Lender on the annual basis, and provide at any time as required by the Lender, progress relating to the Project, construction

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

- (b) **Notifications** promptly inform the Lender of:
- (i) the occurrence of any Event of Default or prospective Event of Default;
 - (ii) any litigation, arbitration or administrative proceeding as referred to in Article 11.1(i) (*No Litigation*);
 - (iii) the imposition of any law, decree or regulation materially affecting the Borrower or the Commercial Contract;
 - (iv) the occurrence of any situation or event which may prevent or interfere with the performance by the Borrower of its obligations under this Agreement or the performance by the Owner under the Commercial Contract;
 - (v) any material adverse events of the Project.
- (c) **Approvals and Consents** maintain in full force and effect all such authorisations, approvals and consents as are referred to in Article 11.1 (c) (*Authorization*) and Article 11.1 (d) (*Government Consents and Actions*), and take immediate steps to obtain and thereafter maintain in full force and effect any other authorisations which may become necessary or advisable for the purposes stated therein and comply with all conditions attached to all authorisations obtained;
- (d) **Registrations** the Borrower shall register this Agreement with the NBS in accordance with the Serbian law and shall ensure the Ministry of Finance keeps records on any obligation undertaken under or in relation to this Agreement and settlement of the obligations under or in relation to this Agreement as well as to supervise the implementation of this Agreement;
- (e) **Usages of the Proceeds of the Facility** ensure that all amounts disbursed under this Agreement be used for the purposes specified in Article 2 (*Amount of Facility and Purpose of Loan*);
- (f) **Taxes** The Borrower will be liable for complying with any tax obligations (including but not limited to VAT obligations) that may apply under the law of Republic of Serbia in connection with this Agreement;
- (g) **Punctual Payment** punctually pay all sums due from it and otherwise comply with its obligations under this Agreement;
- (h) **Pari Passu** ensure that its obligations and liabilities under this Agreement will rank at least pari passu in all respects with all other existing or future unsecured and unsubordinated indebtedness (both actual and contingent) of the Borrower;
- (i) **Further Documents** execute such documents in favor of the Lender and do all such necessary assurances, acts and things as the Lender may reasonably require to secure all obligations and liabilities hereby covenanted to be paid or hereby secured, and also give all notices, and directions which the Lender may reasonably require;
- (j) **Insurance** the Insurance Agreements are duly executed and the Insurance

Premium is paid by the Borrower in accordance with the Insurance Agreements and the debit note issued by the Insurance Company to the Borrower. The Borrower provides upon demand to the Lender the evidence of the payment of Insurance Premium;

- (k) **Acknowledgement of Statement** give a written acknowledgement to the Lender within ten (10) Business Days after receiving the statement sent by the Lender at the end of each year which specifies the amount of un-drawn Facility and outstanding principal and interests;
- (l) **Post Evaluation for the Project** at the request of the Lender, provide the Lender within six (6) Months of completion of the Project with the Project completion summary report and provide within the period as the Lender required the documents and materials for the post evaluation for the Project. The Borrower shall ensure the authenticity, accuracy, validity and integrity of the documents and materials provided;
- (m) **Information related to the Project** timely provide the Lender with copies of the following documents: (i) the construction permit and the notification to proceed of the Project, before commencement of the construction of the Project; ensure that the EPC Contractor will timely provide the Lender with (ii) the duly signed equipment supply contracts in respect of the Project which are in form and substance satisfactory to the Lender; and (iii) the duly signed construction subcontracts in respect of the Project which are in form and substance satisfactory to the Lender;
- (n) **Best Efforts** make greatest efforts to cause the Project to be carried out in accordance with the Project building and operating schedule;
- (o) **Environmental Law Compliance** Abide by the provisions of relevant environmental laws, obtain any authorization or license required by all applicable laws and maintain effectiveness thereof;
- (p) **Sanctions** and will ensure that any other Obligor Parties will,
 - (i) comply with Sanctions with respect to any operations and conducts performed, under the Project or the Commercial Contract;
 - (ii) disclose voluntarily or at the request of the Lender from time to time, timely and sufficiently, any documents or information in relation to Sanctions, including but not limited to:
 - a) the fact that any Obligor Party has become a Sanctions Restricted Person;
 - b) the fact that any Obligor Party is involved in any inquiries, claims, lawsuits, investigations or other proceedings relating to Sanctions;
 - c) business and operations of any Obligor Party or the Commercial Contract or the Project are targeted or otherwise restricted by Sanctions, including Sanctions that could result in any Obligor Party becoming a Sanctions Restricted Person; and
 - d) any other circumstances that could have adverse consequences on this Agreement due to Sanctions;
 - (iii) cooperate with the Lender to provide sufficient information at its request from time to time, timely and sufficiently, for the purpose of compliance with any Sanctions, anti-money laundering and anti-terrorism requirements; and
 - (iv) irrevocably authorize the Lender, for the purposes of compliance with

Sanctions, anti-money laundering and anti-terrorist financing requirements, to disclose information to Sanctions Authorities or other regulatory authorities or other competent agencies.

- (q) **Annual Budget** include all amounts due and payable, or to fall due and payable to the Lender hereunder in each of its annual budgets during each fiscal year. The Borrower may not justify any of its non-payment in due time by not having included the corresponding allocation in its budget.

12.2 **Negative Undertakings** The Borrower undertakes with the Lender that throughout the continuance of this Agreement and so long as the Loan or any other sum remains outstanding, the Borrower will not, unless the Lender otherwise expressly agree in writing:

- (a) **No Encumbrances** create or permit to create or have outstanding any Encumbrance upon all or any part of the present or future assets or revenues of the Borrower to secure any present or future indebtedness of any person, whether actual or contingent;
- (b) **Disposition of Assets** sell, transfer or dispose of any assets of the Borrower, whether by a single transaction or by a number of transactions;
- (c) **Granting of Loan or Guarantee** grant any loan or advance or guarantee or in any other manner be or become directly or indirectly or contingently liable for any indebtedness or other obligations to any other person, unless such granting does not contravene the Serbian law;
- (d) **Borrowing or Raising of Credit** borrow or raise credit except from the Lender pursuant to this Agreement or incur any other indebtedness or permit to subsist any account or financial facility with any other bank or financial institution which indebtedness will have material adverse effect on the performance by the Borrower of its payment obligations hereunder.
- (e) **Sanctions** and will ensure that any other Obligor Party will not:
- (i) become a subject or target of Sanctions;
 - (ii) directly or indirectly use any monies advanced under this Facility or lend, contribute or otherwise make available such monies to any person where the purpose or effect of such monies being used, lent, contributed or otherwise made available:
 - a) is to fund or facilitate any activity that would at that time be in breach of Sanctions or be an activity with, or for the benefit of, a Sanctions Restricted Person; or
 - b) could reasonably be expected to result in a breach of Sanctions by an Obligor Party, the Lender or any of its branch offices or Affiliates;
 - (iii) directly or indirectly fund all or any part of a payment under this Agreement out of proceeds derived from any business or transaction which is prohibited by Sanctions, which is with a Sanctions Restricted Person or which would otherwise result in a breach of Sanctions by the Lender or any of its branch offices or Affiliates; or
 - (iv) carry out any transactions, activities, operations, or conducts, with respect to any operations and conducts performed, under the Project or the Commercial Contract, in violation of the Sanctions or that could result in any Obligor Party becoming a Sanctions Restricted Person.

12.3 The Borrower hereby represents, warrants and undertakes that its obligations and liabilities under this Agreement are independent and separate from those stated in

agreements with other creditors, and the Borrower shall not seek from the Lender any kind of comparable terms and conditions which are stated or might be stated in agreements with other creditors.

Article 13 Expenses and Indemnities

- 13.1 **Expenses** The Borrower shall from time to time forthwith on demand pay to or reimburse the Lender for all costs, charges and expenses (including legal and other fees on a full indemnity basis and all other documented out-of-pocket expenses) properly and in good faith incurred by the Lender in exercising any of its rights or powers under this Agreement in connection with any Event of Default or otherwise preserving or enforcing its rights under this Agreement (including in obtaining or enforcing any judgment or award given in respect of this Agreement).

Article 14 Events of Default

- 14.1 Each of the following events and circumstances shall be an Event of Default:
- (a) the Borrower fails to pay any sum (including but not limitation to principal, interest, default interest or any other fee) payable under this Agreement when due and otherwise in accordance with the provisions hereof;
 - (b) except for paragraph (a) above, the Borrower fails duly and punctually to perform, observe or comply with any of its obligations under this Agreement or other Finance Documents to which it is a party, and such default continues for a period of more than thirty (30) days without being remedied;
 - (c) any of the events described in (a) or (b) above, or any other event which constitutes a default of the Borrower, occurs in respect of any other agreement involving the borrowing of money or any security between the Borrower and any other bank or financial institution;
 - (d) any representation or warranty made or repeated by the Borrower, or any other party to the other Finance Documents (excluding the Lender) in or in connection with this Agreement, or other Finance Documents or any other statement otherwise made in any certificate, opinion or other document furnished in connection with this Agreement proves to have been incorrect or untrue or misleading in any respect considered by the Lender to be material;
 - (e) the Borrower defaults in the payment of any indebtedness on its maturity, or any indebtedness of the Borrower which is required to be paid prior to its stated maturity, or any indebtedness of the Borrower which is payable on demand or after due notice is not paid on demand or, as the case may be, on the expiry of due notice, which default will materially and adversely affect the ability of the Borrower to comply with its obligations under this Agreement or other Finance Documents;
 - (f) a creditor takes possession of the whole or any part of any asset which is material to the operations of, the Borrower or any execution or other legal process is enforced against any asset which is material to the function of the Borrower and is not discharged or satisfied within thirty (30) days;
 - (g) this Agreement or any provision hereof ceases for any reason to be in full force and effect or is for any reason terminated or jeopardised or becomes invalid or unenforceable or if there is any dispute regarding the same or if there is any purported termination or repudiation of the same or it becomes impossible or unlawful for the Borrower or any other party thereto to perform any of its respective obligations hereunder or thereunder or for Lender to exercise all or any of its rights, powers and remedies hereunder or thereunder;
 - (h) the Borrower stops or suspends payments to its creditors generally or is unable

or admits its inability to pay its debts as they fall due or is declared or becomes bankrupt or insolvent;

(i) Moratorium

(i) a moratorium is declared, imposed or de facto comes into effect on the payment of any indebtedness of the Borrower or the Borrower stops or suspends payments on such indebtedness;

(ii) the Borrower:

a) is unable or admits inability to pay any indebtedness as it falls due;

b) proposes or enters into any composition or other arrangement for the benefit of its creditors in respect of its indebtedness generally or any class of such creditors;

(iii) proceedings are commenced in respect of the Borrower under any law, regulation or procedure relating to the reconstruction or readjustment of its indebtedness;

(j) there occurs, in relation to the Borrower, in any country or territory to the jurisdiction of whose courts it is subject, any event which, in the reasonable opinion of the Lender, appears in that country or territory to correspond with, or have an effect equivalent or similar to, any of those mentioned in item (i) (*Moratorium*) above;

(k) the validity of this Agreement is contested by the Borrower, or the Borrower denies generally liability under this Agreement (whether by a general suspension of payments or a moratorium on the payment of indebtedness generally or otherwise);

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

(m) any event occurs which might result in the cancellation, rescission, or termination of the Insurance Agreements or otherwise exempt, reduce or materially change the Insurance Company's liabilities under the Insurance Agreements, or has material adverse effect on Lender's rights under the Insurance Agreements;

(n) any material and adverse situation arises or event occurs which, in the reasonable judgment of the Lender, may prevent or interfere with the successful implementation of the Commercial Contract or with the performance by the Borrower of its obligations under this Agreement.

14.2 Upon the occurrence of an Event of Default and at any time or times thereafter (unless such Event of Default has been waived by or remedied to the satisfaction of the Lender), the Lender may, by written notice to the Borrower, take either or all of the following actions (but without prejudice to any other rights and remedies available to it):

(a) declare the principal of and accrued interest on the Loan and all other sums payable hereunder to be, whereupon the same shall become, immediately due and payable without further demand, notice or other legal formality of any kind; and

- (b) declare the Facility terminated whereupon the obligation of the Lender to make further Disbursement hereunder shall immediately cease.

Article 15 Governing Law and Dispute Resolution

- 15.1 **Governing Law** This Agreement and the rights and obligations of the parties hereunder shall, in all respects, be governed by and construed in accordance with the laws of China.
- 15.2 **Good Faith Consultation** The parties hereto undertake to use their best efforts to resolve any dispute arising out of or in connection with this Agreement through consultation in good faith and mutual understanding, provided that such consultation shall not prejudice the exercise of any right or remedy of either party hereto by any such party in respect of any such dispute.
- 15.3 **Submission to Jurisdiction** Any dispute arising out of or in connection with this Agreement shall be resolved through friendly consultation. If no settlement can be reached through such consultation within sixty (60) days, each party shall have the right to submit such dispute to the China International Economic and Trade Arbitration Commission (“**CIETAC**”) for arbitration. The arbitration shall be conducted in accordance with the CIETAC’s arbitration rules in effect at the time of applying for arbitration. The arbitral award shall be final and binding upon both parties. The arbitration shall take place in Beijing.
- 15.4 **Waiver** The Borrower irrevocably and unconditionally waives any objection which it may now have or hereafter have to the choice of CIETAC to resolve any dispute arising out of or relating to this Agreement. The Borrower also agrees that an arbitral award against it made by such arbitral tribunal shall be final and conclusive and may be enforced in any other jurisdiction and that a certified or otherwise duly authenticated copy of the award shall be conclusive evidence of the fact and amount of its indebtedness.
- 15.5 **Waiver of Immunity** The Borrower irrevocably and unconditionally waives, any immunity to which it or its property may at any time be or become entitled, whether characterized as sovereign immunity or otherwise, from any suit, jurisdiction of any arbitral institution or arbitral tribunal, judgment, arbitral award, service of process upon it or any agent, execution on judgment, enforcement of arbitral award, set-off, attachment prior to judgment, attachment in aid of execution to which it or its assets may be entitled in any legal action or proceedings or arbitral proceedings with respect to this Agreement or any of the transactions contemplated hereby or hereunder.

Notwithstanding any of the provisions of this Article 15.5, the Borrower does not waive any immunity in respect of any present or future (i) “premises of the mission” as defined in the Vienna Convention on Diplomatic Relations signed in 1961, (ii) “consular premises” as defined in the Vienna Convention on Consular Relations signed in 1963, (iii) assets that cannot be in commerce, (iv) military property or military assets and buildings, weapons and equipment designated for defence, state and public security, (v) receivables the assignment of which is restricted by law, (vi) natural resources, common use items, grids in public ownership, river basin land and water facilities in public ownership, protected natural heritage in public ownership and cultural heritage in public ownership, (vii) real estate in public ownership which is, partly or entirely, used by the authorities of the Republic of Serbia, autonomous provinces or local self-government for the purpose of exercising their rights and duties, (ix) 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, (x) movable or immovable assets of health institutions, unless a mortgage was established based on the

Government's decision or (xi) other assets exempt from enforcement by law or international treaties.

- 15.6 **Appointment of Agent for Service** Without prejudice to the generality of this Article 15, the Borrower hereby irrevocably designates and appoints Embassy of the Republic of Serbia in China as its authorized agent to receive and acknowledge on its behalf service of any writ, summons, order, award or other notice of legal process in China respectively and agrees that any writ, summons, order, award or other notice of legal process shall be sufficiently served on it if delivered to the relevant agent for service aforesaid at its address for the time being in China whether or not such agent gives notice thereof to the Borrower. The Borrower undertakes to maintain at all times persons or agents for service in China with respect to this Agreement, and in the event that for any reason the relevant agent named above (or its successor) shall no longer serve as agent of the Borrower to receive service of process as aforesaid, the Borrower shall promptly appoint a successor so to serve and shall notify the Lender thereof.

Article 16 Effectiveness

- 16.1 **Conditions to Effectiveness** Subject to Article 16.2 hereunder, this Agreement shall become effective upon the satisfaction of the following conditions:
- (a) the Facility has been approved by the Chinese Government, if applicable¹;
 - (b) this Agreement has been duly signed by the Lender and the Borrower;
 - (c) the Government of the Republic of Serbia has passed the Conclusion (i) adopting the final draft of this Agreement, and (ii) authorizing the Minister of Finance of the Republic of Serbia, or other responsible person, to execute this Agreement in the name and for the account of the Borrower;
 - (d) the law approving this Agreement has been enacted by the Parliament of the Republic of Serbian and it has been published in the Official Gazette of the Republic of Serbia and the period for the law to enter into force has lapsed;
 - (e) the borrowing under this Agreement has been duly registered with the NBS in accordance with the Serbian law; and
 - (f) the Insurance Premium has been paid by the Borrower in accordance with the Insurance Agreement and the debit note issued by the Insurance Company to the Borrower.
- 16.2 The effective date of this Agreement shall be the date specified in Form 8 (*Form of Notice of Effectiveness of Loan Agreement*) sent by the Lender to the Borrower after all the conditions precedent to the effectiveness of this Agreement have been fully satisfied.
- 16.3 In the event that this Agreement fails to become effective within one (1) year after signing by the parties, the Lender shall have the right to re-evaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.

Article 17 Miscellaneous

- 17.1 **No Assignment** The Borrower may not assign or transfer any of its rights and obligations under this Agreement without prior written consent of the Lender.

The Lender with notice to the Borrower, may at any time at its own expense (and

¹ When the Insurance Company evaluating the Facility, if the amount of Facility (including principal plus interest) exceeds US\$300,000,000 (or its equivalent), the Facility has to acquire the approval from the Chinese Government.

provided that there shall be no additional or increased costs to the Borrower) assign, transfer or novate any of its rights and obligations under this Agreement to a lender incorporated and seated in a jurisdiction other than Serbia. The Borrower shall execute and do all such transfers, assignments, assurances, acts and things as the Lender may require for perfecting and completing the assignment of such rights, benefits and obligations. Upon the transfer becoming effective in this manner, the Lender shall be relieved of its obligations under the Agreement to the extent that they are transferred to the assignee; and references in this Agreement to the Lender shall be construed accordingly as references to the assignee lender or the Lender, as relevant. All agreements, representations and warranties made herein shall survive any assignments made pursuant to this Article and shall inure to the benefit of all assignee lenders as well as the Lender.

Without limitation to the preceding paragraph, the Borrower shall, in relation to any assignment and/or transfer of the rights and obligations under this Agreement by the Lender, make all registrations and filing with the NBS in accordance with the Serbian law (and, if necessary, with any other competent governmental or other authorities) and shall make appropriate corrections of the Lender's identity in the annual budget acts and in the records relating to this Agreement kept by the Ministry of Finance.

- 17.2 **No Release** No claim or dispute arising out of or in connection with any other contract or agreement related to the Project shall have any effect upon the Borrower's obligations under this Agreement.
- 17.3 **No Waiver, Remedies Cumulative** No failure or delay on the part of the Lender in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any right preclude any other or further exercise thereof, or the exercise of any other right. No waiver by the Lender shall be effective unless it is in writing. The rights and remedies herein provided are cumulative and not exclusive of any other right or remedy provided by law.
- 17.4 **Partial Illegality** If at any time any provision hereof becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of any other provision hereof shall in any way be affected or impaired thereby nor the legality, validity or enforceability of such provision under the applicable law of any other jurisdiction shall in any way be affected or impaired thereby.
- 17.5 **Change of Evidence of Authority** In the event of any change in the matters referred to in the documentary evidence provided for in paragraph (a) of Article 4.1, the Borrower shall promptly notify the Lender in writing of such change and, at the same time, furnish to the Lender relevant documentary evidence in respect of such change as well as authenticated specimen signatures of and certificates of incumbency in respect of any person(s) who are referred to in such documentary evidence as changed, if such change involves replacement of or addition to the person(s) referred to in the said paragraph (a). The Lender may rely upon and refer to the documentary evidence, authenticated specimen signatures and certificates of incumbency previously received by the Lender until such time as the Lender receives notice from the Borrower of such change as well as the relevant documentary evidence as aforesaid.
- 17.6 **Amendment** Any amendment or waiver of any provision of this Agreement and any waiver of any default under this Agreement shall only be effective if made in writing and executed by or on behalf of the party against whom the amendment or waiver is asserted.
- 17.7 **Confidentiality** The Borrower shall keep all the terms, conditions and the standard of fees hereunder or in connection with this Agreement strictly confidential. Without the

prior written consent of the Lender, the Borrower shall not disclose any information hereunder or in connection with this Agreement to any third party unless required by applicable law.

- 17.8 **Communications** Unless otherwise specified herein, all notices, requests, demands and other communications to or upon the parties hereto shall be given or made by registered air mail (or by fax promptly confirmed by registered air mail) addressed as follow:

To the Lender: The Export-Import Bank of China
 (for the attention of Mr. Wei Zhenyu)
 No. 30, Fu Xing Men Nei Street,
 Xicheng District,
 Beijing 100031,
 P.R.China
 Fax: +86-10-8357 9677
 Tel: +86-10-8357 9145

To the Borrower : Government of the Republic of Serbia
 Ministry of Finance-Public Debt Administration
 Pop Lukina 7-9, 11000 Belgrade, Serbia
 (for the attention of Ms. Ana Tripovic, Director)
 Fax: +381 11 2629 055
 Tel: +381 11 3202 461

or in each case to such other address as any party hereto may designate by written notice to the other party hereto.

Notices, requests, demands or other communication given or made as aforesaid by registered air mail shall be deemed to have been duly given or made ten (10) days after being deposited in the mails and that those given or made by fax and confirmed by registered air mail as aforesaid shall be deemed to have been duly given or made when such fax is duly received by the recipient.

- 17.9 **Use of English Language** All documents, information and materials to be furnished under this Agreement shall be either in English or accompanied by a certified translation thereof into the English language.

- 17.10 **Abbreviation** This Agreement may be referred to as “Loan Agreement (Loan for Contracting Foreign Construction Project), No. BLA20210340034” for communications between the Borrower and the Lender, as well as in relevant documents.

IN WITNESS WHEREOF, the Borrower and the Lender, acting through their duly authorized representatives, have caused this Agreement to be duly signed in two originals in the English language and executed in their respective names.

THE EXPORT-IMPORT BANK OF CHINA

By: _____

Name: Zhang Tianqin

Title: Deputy General Manager

Sovereign Business Department

The Export-Import Bank of China

THE REPUBLIC OF SERBIA

REPRESENTED BY THE GOVERNMENT OF THE REPUBLIC OF SERBIA

ACTING BY AND THROUGH THE MINISTRY OF FINANCE

By _____

Name: SINIŠA MALI

Title: MINISTER OF FINANCE

Form 1 Notice of Commencement of Disbursement Period

From: The Export-Import Bank of China
No. 30, Fu Xing Men Nei Street,
Xi Cheng District
Beijing, 100031,
P.R.China
Fax:
SWIFT:

Tel:

To: []

Date:

Dear Sirs,

Pursuant to Article 4 (*Conditions Precedent to the First Disbursement*) of the Loan Agreement (Loan for Contracting Foreign Construction Project) No. [] (hereinafter referred to as the "Agreement") dated [] between [] (the "Borrower") and the Export-Import Bank of China (the "Lender"), we hereby inform you that:

- (a) all the conditions as set out in Article 4 (*Conditions Precedent to the First Disbursement*) of the Agreement have been satisfied [or , as the case may be, waived]; and
- (b) the Disbursement Period (as defined in the Agreement) shall commence on the date hereof.

The Export-Import Bank of China

(signature of Authorized Signatory)

Form 2 Application for Approval of Amendment to the Commercial Contract

(concerning the Loan Agreement (Loan for Contracting Foreign Construction Project)

No. _____)

Date: _____

To: The Export-Import Bank of China

No. 30, Fu Xing Men Nei Street,

Xi Cheng District,

Beijing, 100031,

P.R.China

Fax:

SWIFT:

Tel:

Attn: _____

Dear Sirs:

Please refer to the Commercial Contract (No. _____, dated _____ between
[] (*the Owner*) and _____ (*the EPC Contractor*).

We enclose the draft of amendment(s) to the said Commercial Contract dated
_____. The object of amendment(s) is as follows:

We shall be grateful if you would confirm in writing your agreement to the proposed
amendment(s) at your earliest convenience.

Yours faithfully

(authorized signature)

Form 3 Notice of Drawdown

From: _____ (the Borrower)

To: The Export-Import Bank of China
 No. 30, Fu Xing Men Nei Street,
 Xicheng District,
 Beijing, 100031,
 P.R.China
 Fax:
 SWIFT:
 Tel:

Date: _____

Dear Sirs,

Pursuant to Article 5 (Disbursement) of the Loan Agreement (Loan for Contracting Foreign Construction Project) with the number of No. _____ (hereinafter referred to as the "Agreement") dated _____ between (the "Borrower") and the Export-Import Bank of China (the "Lender"), we hereby instruct and authorize you to make a payment into the EPC Contractor's Account, as follows:

Amount: _____ (Currency: EUR)

In Word: _____ (Currency: EUR)

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

Payee: _____ (the EPC Contractor)

Account Bank: _____ (This account shall be opened by the EPC Contractor with the Lender or a bank designated by the Lender for the purpose of receiving payments under or in connection with the Commercial Contract)

Account No.: _____

Date of Payment: _____

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

We hereby authorize you to debit the account mentioned above with such amount of payment in EUR in accordance with Article 5 (*Disbursement*) of the Agreement.

We hereby confirm that forthwith upon the allocation of the above-mentioned amount to the EPC Contractor's Account, this drawing shall be deemed as having been made by us under the Agreement and the amount drawn shall forthwith constitute our indebtedness to you accordingly. We shall repay such amount to you together with any interest accrued thereon in accordance with the terms and conditions of the

Agreement.

We further confirm that the representations and warranties made by us in Article 11 (*Representations and Warranties*) of the Agreement remain true and correct as of the date of this Notice of Drawdown, and none of the events referred to in Article 14 (*Events of Default*) of the Agreement has occurred and continuously exists.

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

This notice once given shall be irrevocable.

_____ (Full Name of the Borrower)

(Official Stamp of the Borrower)

(Signature of Authorized Signatory)

Form 4 Table of Disbursements

(concerning the Loan Agreement (Loan for Contracting Foreign Construction Project)
No. _____)

Date: _____

Dear Sirs:

We are sending herewith copies of the Table of Disbursements (concerning the Loan Agreement (Loan for Contracting Foreign Construction Project) No. _____).

In case you find any differences from your record, please let us know immediately by mail, telex or fax.

Unless we receive from you any objection within _____ days after the date of this letter, we shall deem that you have confirmed the content of the Table and are bound thereby.

Yours faithfully,

The Export-Import Bank of China

Enclose: Table of Disbursements for _____
(concerning the Loan Agreement (Loan for Contracting Foreign Construction Project) No. _____)

Copy to:

(to be attached to the Form 4)

THE EXPORT-IMPORT BANK OF CHINA
TABLE OF DISBURSEMENTS

(concerning the Loan Agreement (Loan for Contracting Foreign Construction Project)

No. _____)

(Amounts expressed in EUR)

Date of Disbursement	Amount Disbursed	Outstanding Balance	Remarks
			as of previous month
Total:			as of this month

Form 5 Repayment Schedule

(concerning the Loan Agreement (Loan for Contracting Foreign Construction Project)

No. _____)

Number of Installments	Date Due	Amount In EUR
Total		

Note: The amount appeared in this schedule just refer to the Principal of the Loan under the Loan Agreement (Loan for Contracting Foreign Construction Project) (No. _____), while the interest accrued shall be paid according to Article 6 (*Interest and Fees*) of the aforesaid Agreement.

Form 6 Legal Opinion of the Ministry of Justice of the Borrower

To: The Export-Import Bank of China
No. 30, Fu Xing Men Nei Street,
Xi Cheng District,
Beijing 100031, P.R.China
Fax:
SWIFT:
Tel:

Dear Sirs:

I am Minister of Justice of the Republic of Serbia, and submit this legal opinion in connection with the Loan Agreement (Loan for Contracting Foreign Construction Project) dated _____, (No. _____, hereinafter referred to as "the Loan Agreement") between The Export-Import Bank of China (hereinafter referred to as the "Lender") and _____ (*the Borrower*) (hereinafter referred to as the "Borrower").

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

We have considered and examined all such laws and regulations of _____ (the *Borrower's country*) as are relevant to the Loan Agreement and all such documents, as we have considered necessary or desirable for the opinions hereinafter expressed including, without limitation, the following documents:

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

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

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

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

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

14. any award in the courts of _____ (*the Borrower's country*) in respect of a claim brought with regard to the Loan Agreement may be expressed in EUR; and
15. the Lender is not and will not be deemed to be resident, domicile or having an establishment in _____ (*the Borrower's country*) by reason only of the execution, delivery, performance and/or enforcement of the Loan Agreement.

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

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

Very truly yours,

Name:

Form 7-1 Irrevocable Power of Attorney
(Appointment of the Borrower's Chinese Process Agent)

Date: _____

Dear Sirs:

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

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

Attention:

Tel:

Telex:

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

- (b) promptly to give (to the extent lawful and possible) telex notice of receipt thereof to us at telex number _____ or to such other telex number as we may from time to time notify you as in paragraph (a) above; and
- (c) perform duties as Process Agent in accordance with the Agreement.

We should be grateful if you accept this appointment and send your consent of it to the Lender.

Yours faithfully,

Name:

Title:

Form 7-2 Consent of the Borrower's Chinese Process Agent

Date: _____

To: The Export-Import Bank of China

No. 30, Fu Xing Men Nei Street,

Xi Cheng District,

Beijing 100031,

P.R.China

Fax:

SWIFT:

Tel:

Dear Sirs:

Reference is made to the Loan Agreement (Loan for Contracting Foreign Construction Project) date _____ (No _____, hereinafter referred to as "the Agreement") between the Export-Import Bank of China (hereinafter referred to as "the Lender") and _____ (hereinafter referred to as "the Borrower") therein.

Pursuant to the Agreement, as effected by a letter dated _____, the Borrower has appointed the undersigned (with an office on the date hereof at _____) as Chinese Process Agent to receive on behalf of itself and its property service of the original or copy of the summons and complaint and any other process which may be served in any action or proceedings in the China International Economic and Trade Arbitration Commission arising out of or relating to the Agreement.

The undersigned hereby accepts such appointment as Chinese Process Agent on the basis that:

- (1) the undersigned will not terminate the undersigned's agency as Chinese Process Agent unless the Borrower has appointed a successor Chinese Process Agent satisfactory to the Lender;
- (2) all correspondence with the undersigned shall be marked for the attention of "the Person in charge of the Service of Process/Re: Service of Process";
- (3) the undersigned will maintain an office in Beijing, China until such time as a successor Chinese Process Agent shall be appointed pursuant to the Agreement and will give prompt notice of any change of address of the undersigned;
- (4) the undersigned will perform its duties as Chinese Process Agent in accordance with the Irrevocable Power of Attorney;
- (5) the undersigned will forward forthwith to the Borrower at its address specified in the Irrevocable Power of Attorney the original or copy of any summons, complaint and other process which the undersigned receives in connection with its appointment as Chinese Process Agent.

Subject to the above paragraph, this acceptance shall be binding upon the undersigned and all successors of the undersigned including all persons hereafter acting in the capacity of the undersigned or otherwise in charge of the office of the undersigned.

Very truly yours,

Name:

Title:

Form 8 Form of Notice of Effectiveness of Loan Agreement

From: The Export-Import Bank of China
No. 30, Fu Xing Men Nei Street,
Xi Cheng District
Beijing, 100031,
P.R.China
Fax:
SWIFT:
Tel:

To: _____ (the Borrower)

Date: _____

Dear Sirs,

Pursuant to Article 16 (*Effectiveness*) of the Loan Agreement (Loan for Contracting Foreign Construction Project) No. [_____] (hereinafter referred to as the "Agreement") dated [_____] between [_____] (the "Borrower") and the Export-Import Bank of China (the "Lender"), we hereby inform you that:

- (a) all the conditions as set out in Article 16.1 (*Condition to Effectiveness*) of the Agreement have been satisfied;
- (b) The Agreement shall become effective on and from the date hereof.

The Export-Import Bank of China

(Signature of Authorized Signatory)

ZAJAM ZA UGOVARANJE STRANOG PROJEKTA O IZGRADNJI

SPORAZUM O ZAJMU

između

KINESKE EXPORT – IMPORT BANKE

kao „Zajmodavca”

i

REPUBLIKE SRBIJE

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

kao „Zajmoprimca”

**(Izgradnja državnog puta 1.B reda br. 27 Loznica-Valjevo-Lazarevac, deonica
Iverak-Lajkovac (veza sa autoputem E-763 Beograd-Požega))**

(Sporazum br. BLA20210340034)

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Ovaj **SPORAZUM O ZAJMU (ZAJAM ZA UGOVARANJE STRANOG PROJEKTA O IZGRADNJI)** („Sporazum”) zaključen je dana 26.11.2021. godine od strane i između **KINESKE EXPORT – IMPORT BANKE** (u daljem tekstu „Zajmodavac”, ovde navedenog datuma sa sedištem u 30, Fu Xing Men Nei Street, Xicheng District, Beijing 100031, China) i **REPUBLIKE SRBIJE KOJU ZASTUPA VLADA REPUBLIKE SRBIJE POSTUPAJUĆI PREKO MINISTARSTVA FINANSIJA** (u daljem tekstu „Zajmoprimac”, sa sedištem na adresi Kneza Miloša br. 20, 11000, Beograd, Republika Srbija).

POTVRĐUJE SE

IMAJUĆI U VIDU:

(A) 20. avgusta 2009. godine Vlada Narodne Republike Kine i Vlada Republike Srbije zaključile su Sporazum o ekonomskoj i tehničkoj saradnji u oblasti infrastrukture;

(B) Vlasnik (kako je definisano u članu 1 (*Definicije*) ovog sporazuma) namerava da realizuje izgradnju državnog puta 1B reda br.27 Loznica-Valjevo-Lazarevac, deonica Iverak-Lajkovac (veza sa autoputem E-763 Beograd-Požega) (u daljem tekstu „**Projekat**”);

(C) Vlasnik i China Shandong International Economic and Technical Cooperation Group, Ltd. of Shandong Hi-Speed Group Co. Ltd. (u daljem tekstu „**Izvođač za projektovanje, nabavku i izgradnju** odnosno **EPC Izvođač**”) su 10. juna 2020. godine zaključili Komercijalni ugovor o projektovanju i izvođenju radova na izgradnji državnog puta 1B reda br. 27 Loznica-Valjevo-Lazarevac, deonica Iverak-Lajkovac (veza sa autoputem E-763 Beograd-Požega);

(D) EPC Izvođač je ispunio zahteve date od strane relevantnih državnih organa Kine;

(E) Zajmoprimac je zatražio da Zajmodavac stavi na raspolaganje Zajmoprimcu sredstva zajma prema ovom sporazumu, radi finansiranja osamdeset i pet procenata (85%) Cene ugovora (kako je definisano u članu 1 (*Definicije*) ovog sporazuma);

(F) Zajmodavac se, shodno tome, saglasio da će Zajmoprimcu staviti na raspolaganje sredstva zajma pod uslovima i odredbama navedenim u ovom sporazumu.

STOGA, Zajmoprimac i Zajmodavac su se sporazumeli o sledećem:

Član 1 Definicije

- 1.1 U ovom sporazumu i obrascima koji su ovde dati, sledeći izrazi, osim ako kontekst drugačije ne zahteva, imaju sledeće značenje:

„**Povezano društvo**” označava, u odnosu na bilo koje lice koje kontroliše ili je kontrolisano, ili zajednički kontroliše ili je kontrolisano, treću stranu sa takvim licem u smislu udela u kapitalu, fondova, poslovanja, prodaje i distribucije ili u bilo kom drugom pogledu;

„**Zastupnik Zajmoprimca u Kini**” znači Ambasada Republike Srbije u Kini sa njenom adresom San Li Tun Dong 6 Jie 1, Beijing, China;

„**Radni dan**” označava dan kada su banke i/ili druge finansijske institucije otvorene za obavljanje poslova u Pekingu, Frankfurtu i Beogradu i koji je TARGET dan;

„**Kina**” znači Narodna Republika Kina u svrhu ovog sporazuma isključujući poseban administrativni region Hong Kong, poseban administrativni region Makau i Tajvan;

„**Komercijalni ugovor**” označava Komercijalni ugovor o projektovanju i izvođenju radova na izgradnji državnog puta 1B reda br. 27 Loznica-Valjevo-Lazarevac, deonica Iverak-Lajkovac (veza sa autoputem E-763 Beograd-Požega) od 10. juna 2020. godine, zaključen od strane i između Vlasnika i EPC Izvođača za izgradnju Projekta, i sve naknadne ili izmene i dopune;

„**Cena ugovora**” znači, u odnosu na Komercijalni ugovor, ukupan iznos od stotinu pedeset i osam miliona evra (158.000.000 EUR) koji Vlasnik plaća EPC Izvođaču u skladu sa Komercijalnim ugovorom;

„**Kontrola**” znači, u odnosu na bilo koju osobu, pravo glasa ili materijalni uticaj na upravljanje i odlučivanje o radu, finansijama i drugim pitanjima direktno ili indirektno;

„**Neizvršenje**” znači Neizvršenje obaveza ili bilo koji događaj ili okolnost koji se kao takav navodi u članu 14 (*Neizvršenje obaveza*) koji bi (s istekom perioda počeka, davanjem obaveštenja, donošenjem bilo kakve odluke u skladu sa ovim sporazumom ili bilo kojom kombinacijom bilo čega od napred navedenog) bio Neizvršenje obaveza;

„**Isplata kredita**” znači svaki iznos isplaćen iz Kredita Zajmoprimcu koji Zajmodavac izvrši u skladu sa članom 5 (*Isplata kredita*);

„**Period isplate kredita**” znači period koji započinje datumom Obaveštenja o početku perioda isplate i završava se najranije (a) datumom koji sledi četrdeset i osam (48) meseci kasnije; (b) datumom na koji se Kredit u potpunosti isplati, otkáže ili ukine; ili (c) bilo kojim datumom koji su Zajmodavac i Zajmoprimac međusobno dogovorili pisanim putem;

„**Teret**” znači bilo koja hipoteka, zaloga, založno pravo, potraživanje, teret ili druga sredstva obezbeđenja bilo koje vrste ili prirode, i bilo kako nastala;

„**Račun EPC izvođača**” znači bankovni račun na ime EPC izvođača koji je Zajmoprimac odredio za primanje sredstava Zajma u Obaveštenju o povlačenju, a koji će Zajmoprimac primeniti u svrhu plaćanja koja neće premašiti osamdeset i pet procenata (85%) Cene ugovora;

„**EUR**” ili „**Evro**” označava do sada zakonitu valutu evro-zone;

„**Neizvršenje obaveza**” znači bilo koji događaj i okolnost navedene u članu 14 (*Neizvršenje obaveza*);

„**Spoljna zaduženost**” znači bilo koju obavezu plaćanja po sporazumu o zajmu i/ili bilo kakvoj garanciji koje (a) se pod njihovim uslovima otplaćuju više od jedne (1) godine od datuma nastanka i (b) jesu:

- (i) denominovane, plative ili opciono plative u drugoj valuti od valute Republike Srbije; i
- (ii) plative licu naseljenom, sa prebivalištem ili sedištem ili glavnim sedištem van Republike Srbije.

„**Kredit**” znači sredstva zajma u EUR dostupna na osnovu ovog sporazuma;

„**Krajnji datum isplate**” znači poslednji dan Perioda isplate;

„**Datum konačne otplate**” podrazumeva poslednji datum otplate naveden u Planu otplate koji je Zajmodavac dao Zajmoprimcu u skladu sa članom 7.2 (*Plan otplate*);

„**Period počka**” znači period koji započinje danom Obaveštenja o početku perioda isplate i završava se datumom koji pada četrdeset i osam (48) meseci nakon toga, za vreme kojeg Zajmoprimac ne plaća Zajmodavcu iznos glavnice, već samo kamatu; Period počka uključuje Period isplate;

„**Osiguravajuće društvo**” znači China Export & Credit Insurance Corporation, osiguravajuću kompaniju koja je osnovana i postoji po kineskim zakonima, sa sedištem u Fortune Times Building, 11 Fenghuiyuan, Xicheng District, Beijing, 100033, China;

„**Ugovori o osiguranju**” znače ugovor o osiguranju koji su zaključili ili koji treba da zaključe Zajmodavac i Osiguravajuće društvo, ugovor o premiji osiguranja koji je zaključen ili koji treba da zaključe EPC Izvođač i Osiguravajuće društvo, i ugovor o otplati premije osiguranja koji su zaključili ili koji treba da zaključe Zajmodavac, EPC Izvođač i Osiguravajuće društvo;

„**Premija osiguranja**” znači ukupan iznos od 9,584,786.19 (devet miliona pet stotina osamdeset i četiri hiljade sedam stotina osamdeset šest i devetnaest EUR) koje Zajmoprimac treba da plati Osiguravajućem društvu u okviru uslova ugovora o osiguranju i dokumenta o zaduženju koji je Osiguravajućem društvu izdao Zajmoprimac;

„**Datum plaćanja kamate**” označava 15. maj i 15. novembar svake kalendarske godine i Datum konačne otplate;

„**Kamatni period**” označava, vezano za Zajam, bilo koji period određen u skladu sa članom 6.2 (*Kamatni period*) i, u odnosu na zaostali iznos, bilo koji period određen u skladu sa članom 6.9 (*Zatezna kamata*);

„**Zajam**” označava zbirni iznos glavnice koja je isplaćena, a s vremena na vreme neizmirena po osnovu Kredita;

„**Finansijska dokumenta**” znači ovaj sporazum i bilo koji drugi dokument koji je mogao biti ili jeste kasnije sačinjen u vezi s ovim sporazumom;

„**Ministarstvo finansija**” znači Ministarstvo finansija Republike Srbije ili bilo koji njegov sledbenik;

„**Mesec**” znači period koji počinje određenog dana u bilo kom kalendarskom mesecu i završava se i uključuje dan koji neposredno prethodi numerički odgovarajućem danu u sledećem narednom kalendarskom mesecu, pod uslovom da, ako u sledećem narednom kalendaru ne postoji takav brojčano odgovarajući dan u mesecu, takav period ističe i uključuje poslednji dan tog narednog kalendarskog meseca, a reference na „mesece” će se shodno tome tumačiti;

„**NBS**” znači centralna banka Republike Srbije (*Narodna banka Srbije*);

„**Obaveštenje o početku perioda isplate**” znači pismeno obaveštenje u formi utvrđenoj u Obrascu 1 (*Obaveštenje o početku perioda isplate*), priloženom ovde;

„**Obaveštenje o povlačenju**” znači obaveštenje u formi utvrđenoj u Obrascu 3 (*Obaveštenje o povlačenju*) priloženom u ovom sporazumu;

„**Obaveštenje o stupanju na snagu Sporazuma o zajmu**” označava pisano obaveštenje u formi utvrđenoj u Obrascu 8 (*Obrazac Obaveštenja o stupanju na snagu Sporazuma o zajmu*) priloženom u ovom sporazumu, u kome će biti preciziran datum stupanja na snagu ovog sporazuma.

„**Vlasnik**” znači Vlada Republike Srbije koju zastupa Ministarstvo građevinarstva, saobraćaja i infrastrukture i Javno preduzeće „Putevi Srbije”;

„**Dan kotacije**” znači, u svrhu utvrđivanja kamate, drugi (2) radni dan pre:

- (a) u odnosu na prvi kamatni period svake isplate, datum isplate;
- (b) u odnosu na svaki kamatni period, osim prvog kamatnog perioda svake isplate, poslednji dan koji neposredno prethodi kamatnom periodu;

„**Referentne banke**” znači referentna banka(e) koje mogu biti određene od strane Zajmodavca nakon konsultacija sa Zajmoprimcem;

„**Relevantne strane**” znači strane u Komercijalnom ugovoru, sve strane relevantne za Projekat;

„**Datum otplate**” znači svaki datum plaćanja kamate na koji treba plaćati ratu u skladu sa članom 7 (*Otplata i prevremena otplata*), a prvi datum otplate će biti prvog dana plaćanja kamate koji odmah sledi nakon isteka Perioda počeka, a poslednji datum otplate će biti Datum konačne otplate;

„**Period otplate**” znači, u odnosu na Zajam, period otplate ne duži od sto trideset i dva (132) meseca, počevši od dana kada ističe Period počeka, a završava se na Datum konačne otplate;

„**Plan otplate**” označava plan u kome su prikazani datumi i iznosi otplata Zajma koji Zajmodavac šalje Zajmoprimcu u skladu sa članom 7.2 (*Plan otplate*) i uglavnom u formi koja je data u Obrascu 5 (*Plan otplate*) jer se ista može povremeno menjati;

„**Sankcije**” označavaju bilo koju od sledećih mera ili radnji koje donosi, objavljuje, izvršava, primenjuje, sprovodi ili tumači s vremena na vreme bilo koji Organ za sankcije u obliku, uključujući, ali ne ograničavajući se na, zakone, propise, administrativne naredbe, direktive, smernice ili odluke:

- (a) kojima se zabranjuje ili ograničava bilo koje lice da obavlja bilo koju radnju prema bilo kojim pravnim dokumentima;
- (b) koje imaju štetne efekte na trgovinu, rad, poslovanje, investicije, izvoz, finansiranje ili imovinu Zajmodavca, bilo kog povezanog društva Zajmodavca ili bilo kog lica koje je relevantno za izvršenje Zajma i Relevantnih strana;

„**Organ za sankcije**” označava bilo koju zakonodavnu instituciju, administrativnu instituciju, državnu ili međuvladinu organizaciju, transnacionalnu instituciju ili međunarodnu organizaciju (uključujući bilo koju državnu instituciju ili agenciju napred navedenu) koja sprovodi ekonomske ili finansijske sankcije ili trgovinski embargo, uključujući, ali ne ograničavajući se na Savet bezbednosti Ujedinjenih nacija, Ministarstvo finansija SAD (uključujući Kancelariju za kontrolu strane imovine, OFAC), Ministarstvo trgovine SAD i bilo koju drugu vladinu agenciju SAD, Evropske unije i Vlade Velike Britanije;

„**Lice koje je pod sankcijama**” označava svako lice koje je, ili je u vlasništvu ili pod Kontrolom (kako je ovde definisano, i pored toga što se takvi izrazi tumače u skladu sa važećim zakonima i propisima o sankcijama) jednog ili više lica, a koje:

- (a) je određeno od strane Organa za sankcije (uključujući listu sankcionisanih subjekata ili listu sankcionisanih sektora) da bude cilj Sankcija ili predmet Sankcija; ili
- (b) se nalazi ili obično ima prebivalište u zemlji ili teritoriji, ili je inkorporiran ili uređen prema zakonima zemlje ili teritorije, koja je cilj Sankcija na nivou cele zemlje ili teritorije.

„**TARGET dan**” znači svaki dan na koji je Trans-Evropski automatizovani sistem transfera u realnom vremenu bruto obračunskih poravnjanja otvoren za plaćanja u evrima.

1.2 U ovom sporazumu, osim ako kontekst drugačije ne zahteva, bilo kakvo pozivanje

na:

„uključujući” ili „uključuje” znači uključuje bez ograničenja;

„zaduživanje” uključuje bilo koju obavezu bilo koje osobe za isplatu ili vraćanje novca, bilo sadašnjeg ili budućeg, stvarnog ili nepredviđenog, obezbeđenog ili neobezbeđenog, kao glavnice ili na drugi način, uključujući, ali ne ograničavajući se na bilo koju takvu obavezu:

(a) pod ili u vezi sa bilo kojim instrumentom prihvatanja, menice, obveznice, hartije od vrednosti ili sl. instrumenta;

(b) pod bilo kojom garancijom, naknadom, kontragarancijom ili drugim osiguranjem finansijskog gubitka;

(c) u pogledu kupovine ili zakupa bilo koje imovine ili usluge;

(d) u vezi sa bilo kojim zaduženjem bilo koje druge osobe, bez obzira da li je osigurana ili ne od strane ili ima korist od tereta na bilo koju imovinu ili sredstva te osobe; ili

(e) u pogledu bilo kog oblika vanbilansnog finansiranja;

„zakon” i/ili „propisi” uključuju sve ustavne odredbe, ugovor, konvenciju, statut, zakon, uredbu, naredbu, pravilo i propis koji imaju snagu zakona;

„naredba” uključuje svaku zabranu, ukaz, odluku ili presudu bilo kog suda, arbitražnog ili upravnog;

„lice” označava pojedinca, korporaciju, partnerstvo, zajedničko ulaganje, trustove, korporacije ili bilo koji drugi pravni entitet, ili suverenu državu ili bilo koju agenciju, organ ili administrativno telo, ili bilo koju međunarodnu organizaciju, državnu agenciju ili organ;

„porez” uključuje bilo koji porez, taksu, carinu, naknadu, naplatu, odbitak ili zadržavanje bilo koje prirode, sada ili kasnije nametnut, naplaćen, zadržan ili oduzet od bilo kog poreskog ili drugog organa i uključuje kamatu, kaznu ili drugu naplatu u vezi s tim plativu i „oporezivanje” će se u skladu s tim tumačiti.

- 1.3 Izrazi „Zajmoprimac”, „Zajmodavac”, „Vlasnik”, „EPC izvođač” i „Osiguravajuće društvo” će, gde kontekst dozvoljava, uključivati njihove odnosne sledbenike i bilo koje lice kojem Zajmodavac dozvoljava da deluje u njegovo ime.
- 1.4 Referenca na „ovaj sporazum” u ovom sporazumu znači ovaj sporazum koji se s vremena na vreme može menjati i dopunjavati.
- 1.5 Naslovi članova i odeljaka u ovom sporazumu i sadržaju dati su samo radi lakšeg pozivanja i ne predstavljaju deo ovog sporazuma i neće imati uticaja na tumačenje odredaba ovog sporazuma.
- 1.6 Obrasci iz ovog sporazuma čine njegov sastavni deo.
- 1.7 Ako kontekst to nalaže, reči koje su date u jednini mogu značiti množinu i obrnuto.

Član 2 Iznos Kredita i svrha Zajma

- 2.1 **Iznos** Zajmodavac se ovim slaže da će Zajmoprimcu staviti na raspolaganje, na i pod uslovima ovog sporazuma, kreditna sredstva u evrima u ukupnom iznosu glavnice koji ne prelazi sto trideset i četiri miliona tri stotine hiljada evra (134.300.000,00 EUR).
- 2.2 **Svrha Zajma** Zajmoprimac će koristiti celokupna sredstva Kredita isključivo za plaćanje koje ne prelazi osamdeset pet posto (85%) od cene Komercijalnog ugovora, i neće se koristiti u bilo koje druge svrhe (uključujući, ali ne ograničavajući se) na plaćanje brokerskih naknada, agencijskih naknada ili provizija).

- 2.3 **Rok kreditnih sredstva** Rok kreditnih sredstava nije duži od sto osamdeset (180) meseci od datuma Obaveštenja o početku perioda isplate do datuma konačne isplate.

Član 3 Izmena Komercijalnog ugovora

- 3.1 **Nema izmena Komercijalnog ugovora** Za vreme trajanja ovog sporazuma, Zajmoprimac će obezbediti i ovim se obavezati da Komercijalni ugovor neće biti raskinut (osim raskida zbog potpunog izvršenja Komercijalnog ugovora) ili otkazati ili poništiti i bez podnošenja njegovog pisanog zahteva (koji će biti u značajnoj meri u formi datoj u Obrascu 2 (*Zahtev za odobravanje izmena i dopuna komercijalnog ugovora*)) i prethodne pismene saglasnosti Zajmodavca, Komercijalni ugovor ne sme da ima značajne izmene ili dopune (isključujući tehnička pitanja i rokove koji ne mogu bitno uticati na komercijalne uslove).

Član 4 Preduslovi za prvu Isplatu

- 4.1 Zajmodavac neće imati obaveze navedene dalje u tekstu i Isplata neće biti izvršena ako i dok Zajmodavac ne obavesti Zajmoprimca da je Zajmodavac primio sva sledeća dokumenta ili, kako slučaj može biti, odustao od njih, svaki u obliku i sadržaju koji su mu prihvatljivi u svim aspektima:
- (a) overene kopije dokumentovanih dokaza o ovlašćenjima svake osobe koja će potpisati izjave, izveštaje, potvrde i druga dokumenta koja se zahtevaju ovim sporazumom i u protivnom će delovati kao predstavnik Zajmoprimca u vezi sa sprovođenjem ovog sporazuma (takav dokumentovani dokaz uključuje relevantnu odluku Zajmoprimca, overeni primer potpisa i uverenje o položaju i punomoći za svaku gore navedenu osobu);
 - (b) uredno izvršeni Ugovori o osiguranju, koji su stupili na snagu, i pismeno obaveštenje Osiguravajućeg društva Zajmodavcu, u kome se navodi da su osiguravajuće obaveze Osiguravajućeg društva na osnovu Ugovora o osiguranju postale izvršne;
 - (c) dokaz da Vlasnik daje puno pravo pristupa i posedovanja lokacije Projekta i prijem od strane EPC izvođača, kao i akcioni plan preseljenja lokacije Projekta, u celini;
 - (d) da je ovaj sporazum uredno potpisan od strane Zajmodavca i Zajmoprimca;
 - (e) overenu kopiju Komercijalnog ugovora uredno potpisanog od strane Vlasnika i EPC-Izvođača;
 - (f) overene kopije bilo kog i svih dokumenata koji mogu dokazati da je Zajmoprimac platio naknade Zajmodavcu u skladu sa odredbama člana 6 (*Kamate i naknade*);
 - (g) dokaz da je zaduživanje Republike Srbije po ovom sporazumu uredno predviđeno Zakonom o budžetu Republike Srbije za 2021. godinu;
 - (h) pravno mišljenje Ministarstva pravde Zajmoprimca, prihvatljivo Zajmodavcu, u formi utvrđenoj u Obrascu 6 (*Pravno mišljenje Ministarstva pravde Zajmoprimca*), priloženom u ovom dokumentu ili u obliku i sadržaju odobrenom od strane Zajmodavca;
 - (i) mišljenje u vezi sa ovim sporazumom izdatim od strane Državnog pravobranilaštva Zajmoprimca;
 - (j) imenovanje pisanim putem od strane Zajmoprimca i povezana saglasnost Zajmoprimčevog zastupnika u Kini u formi utvrđenoj u Obrascu 7-1 (*Neopoziva punomoć*) i Obrascu 7-2 (*Saglasnost Zajmoprimčevog zastupnika u Kini*) koji je dat u prilogu;

- (k) pisano obaveštenje Vlasnika i EPC Izvođača kojim se izražava saglasnost za saradnju sa Zajmodavcem na naknadnoj proceni Projekta;
 - (l) plan povlačenja kredita koji su podneli Vlasnik i EPC Izvođač, preko Zajmoprimaca;
 - (m) dokaz o dobijanju građevinskih dozvola i obaveštenje o početku radova od Ministarstva građevinarstva, saobraćaja i infrastrukture;
 - (n) druga dokumenta koja se odnose na bilo koje od stvari razmatranih u ovom sporazumu koje Zajmodavac može razumno zahtevati.
- 4.2 Zajmoprimac se ovim obavezuje da će sva gore navedena dokumenta biti dostavljena Zajmodavcu u najkraćem mogućem roku od datuma stupanja na snagu ovog sporazuma.
- 4.3 Sva dokumenta i dokazi iz člana 4. (*Preduslovi za prvu Isplatu*) moraju biti u obliku i sadržaju koji su zadovoljavajući za Zajmodavca. Kopije koje treba overiti moraju biti overene od strane ovlašćenog lica ili odgovornog službenika Zajmoprimca na način zadovoljavajući za Zajmodavca.
- 4.4 Nakon što su svi gore navedeni uslovi predviđeni u članu 4. (*Preduslovi za prvu Isplatu*) ispunjeni i zadovoljavajući za Zajmodavca ili, zavisno od slučaja, povučeni od strane Zajmodavca, Zajmodavac izdaje obaveštenje o početku Perioda isplate Zajmoprimcu.
- 4.5 U slučaju da Zajmoprimac ne ispuni uslove predviđene članom 4 (*Preduslovi za prvu Isplatu*) u roku od jedne (1) godine od dana stupanja na snagu ovog sporazuma, Zajmodavac ima pravo da preispita uslove za sprovođenje Projekta i uslove korišćenja kreditnih sredstava kako bi utvrdio da li da nastavi sa izvršavanjem ovog sporazuma ili ne.

Član 5 Isplata kredita

- 5.1 **Dodatni uslovi** Svaka isplata Zajmoprimcu je predmet sledećih uslova:
- (a) svi preduslovi navedeni u članu 4 (*Preduslovi za prvu Isplatu*) moraju biti ispunjeni ili, u zavisnosti od slučaja, povučeni pre izdavanja Obaveštenja o povlačenju sredstava od strane Zajmoprimca;
 - (b) Zajmodavac će primiti Obaveštenje o povlačenju sredstava uredno popunjeno i podneto od strane Zajmoprimca najkasnije do 12:00 u podne (vreme u Peking) petog (5-og) radnog dana pre datuma na koji treba da se izvrši isplata;
 - (c) nije došlo do i ne nastavlja se neizvršenje obaveza, niti bi događaj neizvršenja mogao prosteći iz plaćanja takve isplate;
 - (d) da sve izjave i garancije koje su ovde sačinjene ili date od strane Zajmoprimca ostaju tačne i precizne u svim materijalnim aspektima na dan i na datum kada će se Isplata izvršiti pozivajući se na činjenice i okolnosti koje su tada postojale; i
 - (e) Zajmodavac je primio od Zajmoprimca, na datum prijema Obaveštenja o povlačenju sredstava, fakturu ili druge potvrde koje dokazuju da je plaćanje dospelo i da se plaća na osnovu Komercijalnog ugovora;
 - (f) Zajmodavac je primio overene verodostojne kopije dokumenata kojima se potvrđuje da je Vlasnik pre svake predložene Isplate izvršio dovoljno plaćanje („Sopstvena sredstva”) EPC Izvođaču, bez korišćenja sredstava Zajma, tako da nakon te Isplate odnos ukupnih Sopstvenih sredstava prema sredstvima Zajma ne bude niži od 15:85.

- 5.2 U odnosu na predloženu Isplatu koja će biti na datum ili nakon datuma početka izgradnje Projekta, za takvu Isplatu moraju biti ispunjeni sledeći uslovi:
- (a) svi prethodni uslovi koji su određeni članom 5.1 (*Dodatni uslovi*) su ispunjeni ili, ako je to slučaj, odbačeni; i
 - (b) Zajmodavac je primio kopiju građevinske dozvole za radove koji će se finansirati iz predložene Isplate i obaveštenje o nastavku Projekta.
- 5.3 **Procedura za isplatu** U skladu sa uslovima iz člana 4 (*Preduslovi za prvu Isplatu*) člana 5.1 (*Dodatni uslovi*) i člana 5.2, Zajmodavac će isplatiti Kredit prema Komercijalnom ugovoru u skladu sa sledećim procedurama:
- 5.3.1 Zajmoprimac će izdati, tokom Perioda isplate, neopozivo Obaveštenje o povlačenju po kurirskoj službi, putem autentične SWIFT poruke Zajmoprimcu i dati instrukciju Zajmodavcu da izvrši Isplatu, na:
- (a) Račun otvoren od strane EPC izvođača kod Zajmodavca za svrhe Komercijalnog ugovora:
 Primalac uplate: China Shandong International Economic & Technical Cooperation Group Ltd.
 Otvoren kod Banke: kineska Export-Import banka, Shandong Branch
 Broj računa: 10000005717

 Swift Code: EIBCCNBJQDB
 ili
 - (b) neki drugi naznačen račun dogovoren u pisanoj formi između Zajmoprimca, Zajmodavca i EPC izvođača u svrhe primanja uplata u vezi sa Komercijalnim ugovorom.
- Svaki račun pod gore navedenim st. (a) i (b) u daljem tekstu se odnosi na „Račun za isplatu”.
- 5.3.2 U skladu sa uslovima iz člana 4 (*Preduslovi za prvu Isplatu*), člana 5.1 (*Dodatni uslovi*), člana 5.2 i člana 5.3 (*Procedura za isplatu*) i drugim uslovima ovog sporazuma, Zajmodavac će blagovremeno doznačiti iznos naveden u Obaveštenju o povlačenju na račun EPC Izvođača koji je naznačen u Obaveštenju o povlačenju.
- 5.3.3 Odmah nakon izvršenja Isplate na račun EPC Izvođača smatraće se da je Zajmodavac ispunio svoju obavezu Isplate prema ovom sporazumu. Takva isplata postaje zaduženje koje Zajmoprimac treba da plati prema ovom sporazumu.
- 5.4 **Tabela isplate** U roku od prvih pet (5) Radnih dana u mesecu neposredno posle meseca u kome je izvršena isplata, Zajmodavac će pisanim putem obavestiti Zajmoprimca o datumima i iznosima isplate izvršene u prethodnom mesecu, slanjem Zajmoprimcu Tabele isplate u formi utvrđenoj u Obrascu 4 (*Tabela isplata*) koja je data u prilogu ovog sporazuma, a svaka će biti prima facie dokaz o onome što je navedeno.
- 5.5 **Nema prekoračenja Kredita** Zajmodavac neće biti u obavezi da vrši bilo kakvu dalju Isplatu u okviru Kredita ako bi nakon izvršenja takve dalje Isplate ukupni iznos Isplata izvršen ovim sporazumom premašio iznos glavnice Kredita.
- 5.6 **Potvrda Zajmoprimca** Zajmoprimac potvrđuje da svaki spor između Vlasnika i EPC Izvođača koji proizilazi iz Komercijalnog ugovora ni u kom slučaju ne utiče na

izvršenje obaveza Zajmoprimca po ovom sporazumu.

- 5.7 **Neopozivo Obaveštenje o povlačenju** Obaveštenje o povlačenju nakon što je dato je neopozivo i Zajmoprimac će biti u obavezi da izvrši Isplatu u skladu sa njim.
- 5.8 **Otkazivanje** Bilo koji deo Kredita koji nije povučen na kraju Perioda isplate ili njegovog produžetka biće otkazan.

Član 6 Kamate i naknade

- 6.1 **Kamata** Zajmoprimac plaća Zajmodavcu kamatu na Zajam u skladu sa sledećim odredbama ovog člana.

6.2 **Kamatni period**

Kamatni period koji se odnosi na svaku Isplatu ili, zavisno od slučaja, na Zajam, iznosi šest (6) Meseci, pod uslovom da:

- (a) Prvi kamatni period u odnosu na prvu Isplatu započinje na datum izvršenja odgovarajuće Isplate (uključujući i taj datum) i završava se neposredno sledećim Datumom plaćanja kamate (isključujući taj datum);
- (b) u odnosu na svaku Isplatu nakon prve Isplate, prvi Kamatni period započinje datumom kada je odgovarajuća Isplata izvršena (uključujući i taj datum) i završava poslednjeg dana tekućeg Kamatnog perioda (uključujući i taj datum) u odnosu na Zajam tako da se sve postojeće Isplate konsoliduju po isteku svakog Kamatnog perioda;
- (c) svaki Kamatni period (osim prvog Kamatnog perioda i poslednjeg Kamatnog perioda u odnosu na svaku Isplatu) započinje Datumom plaćanja kamate za neposredno prethodni Kamatni period (uključujući i taj datum) i završava poslednjeg dana tekućeg Kamatnog perioda (uključujući i taj datum);
- (d) bilo koji Kamatni period koji bi inače bio posle Datuma konačne otplate se umesto toga mora završiti na datum neposredno pre Datuma konačne otplate (uključujući i taj datum).

6.3 **Kamatna stopa**

Kamatna stopa primenjiva na Zajam ili odgovarajući njegov deo za svaki Kamatni period biće varijabilna godišnja stopa koju Zajmodavac utvrđuje kao zbir važećeg EURIBOR-a uvećanog za maržu. Svaka primenljiva varijabilna stopa neće se menjati za vreme Kamatnog perioda, počev od datuma na koji se takva varijabilna stopa odredi.

„**EURIBOR**”, u odnosu na bilo koji Zajam, označava važeći Prikaz kamatne stope na Dan kotacije u ili oko 11:00 pre podne (po briselskom vremenu) za evro i za period jednak ili uporediv sa šest (6) meseci, i ako je takva stopa ispod nule, EURIBOR će se smatrati da je nula.

„**Prikaz kamatne stope**” znači, u odnosu na EURIBOR, ponuđena međubankarska stopa za evro kojom administrira Evropski institut za tržište novca (ili bilo koje drugo lice koje preuzima administraciju te stope) za relevantni period prikazan na stranici EURIBOR01 Thomson Reuters-a (ili bilo koje zamene Thomson Reuters stranice koja prikazuje tu stopu ili na odgovarajućoj stranici drugog provajdera usluge informisanja koji tu stopu objavljuje povremeno umesto Thomson Reuters-a. Ako takva stranica ili usluga prestanu da budu dostupne, Zajmodavac može, nakon konsultacija sa Zajmoprimcem, odrediti drugu stranicu ili provajdera koji će prikazati odgovarajuću stopu).

Ako EURIBOR za bilo koji Kamatni period nije određen u skladu sa gore navedenim,

EURIBOR će biti jednak aritmetičkoj sredini (zaokruženoj na četiri decimalna mesta) kamatnih stopa relevantnog Kamatnog perioda po kojima se depoziti u evrima nude na Evropskom međubankarskom tržištu u ili oko 11:00 pre podne (po briselskom vremenu), na Dan kotacije od strane referentnih banaka.

„Marža” znači 235 B.P. godišnje i takva marža se neće menjati tokom celog trajanja Kredita.

6.4 **Poremećaj tržišta**

- (a) U ovom članu svaki od sledećih događaja predstavlja događaj poremećaja tržišta ako:
- (i) Stopa kao što je određeno u članu 6.3 (*Kamatna stopa*) nije dostupna ili nijedna ili samo jedna Referentna banka nudi zajmodavcu kamatnu stopu na relevantni Dan kotacije; ili
 - (ii) pre kraja radnog vremena na relevantni Dan kotacije, Zajmoprimac primi obaveštenja od Zajmodavca da su troškovi dobijanja ekvivalentnih depozita na relevantnom međubankarskom tržištu veći od troškova Zajmodavca za dobijanje ekvivalentnih depozita na relevantnom međubankarskom tržištu od datuma potpisivanja ovog sporazuma.
- (b) Zajmodavac će odmah obavestiti Zajmoprimca o događaju poremećaja tržišta.
- (c) Ako se događaj poremećaja tržišta dogodi u vezi sa Isplatom za bilo koji Kamatni period, nakon obaveštenja prema stavu (b) gore, kamatna stopa na tu Isplatu za taj Kamatni period će biti procentna stopa godišnje koja je zbir:
- (i) Marže; i
 - (ii) stope o kojoj Zajmodavac obaveštava Zajmoprimca što je pre moguće i u svakom slučaju pre nego što kamata dospe za plaćanje za taj Kamatni period, koja se izražava kao procentna stopa godišnjih troškova Zajmodavca za finansiranja Zajma iz bilo kojeg izvora koji razumno odabere.

6.5 **Alternativne osnove kamate ili finansiranja**

Ako se dogodi poremećaj tržišta i Zajmoprimac to zatraži, Zajmoprimac i Zajmodavac će započeti pregovore (u trajanju ne dužem od trideset (30) dana) u cilju dogovaranja promene osnove za utvrđivanje kamatne stope i/ili finansiranja Zajma na koji događaj utiče. Da bi se izbegla sumnja, u slučaju da na kraju perioda od trideset (30) dana nije dogovorena promena osnove, kamatna stopa nastavlja da se utvrđuje u skladu sa članom 6.4 (*Poremećaj tržišta*) ovog sporazuma.

6.6 **Obračun kamate**

Kamata pripisana svakodnevno po gore utvrđenim stopama, izračunava se na osnovu stvarnog broja proteklih dana i godine od 360 dana i biće plaćena za protekli period na svaki Datum plaćanja kamate. Potvrda koju Zajmodavac izdaje u vezi sa stopom i iznosom kamate koja se plaća na bilo koji Datum plaćanja kamate je konačna i obavezujuća za Zajmoprimca ukoliko nema očigledne greške.

Zajmodavac odmah obaveštava Zajmoprimca o kamatnoj stopi koju je utvrdio u skladu sa ovim članom.

- 6.7 **Naknada za obradu kredita** Zajmoprimac će platiti Zajmodavcu naknadu za obradu kredita od nula zarez pet procenata (0,5%) Kredita u iznosu od šest stotina sedamdeset i jedna hiljada pet stotina evra (EUR 671.500,00). Zajmoprimac će platiti Zajmodavcu Naknadu za obradu kredita u roku od devedeset (90) dana od datuma stupanja na snagu ovog sporazuma. Ako Zajmoprimac kasni sa plaćanjem Naknade za obradu kredita, Zajmoprimac će platiti Zajmodavcu zateznu kamatu na zaostalu

Naknadu za obradu kredita u skladu sa članom 6.9 (*Zatezna kamata*).

6.8 **Provizija na nepovučena sredstva** Zajmoprimac će platiti Zajmodavcu Proviziju na nepovučena sredstva po stopi od nula zarez pet procenata (0,5%) godišnje na dnevno neiskorišćeni deo Kredita. Takva Provizija na nepovučena sredstva će se pripisivati od i uključujući datum koji pada trideset (30) dana od stupanja na snagu ovog sporazuma do Konačnog datuma isplate, ali isključujući Konačni datum isplate. Provizija na nepovučena sredstva izračunava se na osnovu stvarnog broja proteklih dana i godine od 360 dana, a pripisuje se na dnevnoj osnovi i isplaćuje za protekli period na svaki Datum plaćanja kamate. Ako Zajmoprimac kasni sa plaćanjem Provizije na nepovučena sredstva, Zajmoprimac će platiti Zajmodavcu zateznu kamatu na takvu zaostalu Proviziju na nepovučena sredstva u skladu sa članom 6.9 (*Zatezna kamata*).

6.9 **Zatezna kamata**

U slučaju da Zajmoprimac ne plati bilo koju sumu koja se plaća po ovom sporazumu (uključujući bez ograničenja glavnice Zajma i na nju obračunate kamate) na dan dospeća, Zajmoprimac će Zajmodavcu platiti kamatu na takav zaostali iznos po stopi utvrđenoj na sledeći način:

- (a) U slučaju da Zajmoprimac ne plati kamatu koja dospeva i plaća se po ovom sporazumu, ali glavnica na koju ide kamata nije dospela u tom trenutku, Zajmoprimac će platiti Zajmodavcu kamatu na takvu zaostalu naplatu kamate od datuma dospeća do dana stvarne isplate (i pre i posle procene) po kamatnoj stopi navedenoj u članu 6.3 (*Kamatna stopa*); ili
- (b) U slučaju da Zajmoprimac ne plati glavnice i kamatu obračunatu na tu glavnice koja dospeva i plaća se po ovom sporazumu, Zajmoprimac će Zajmodavcu platiti kamatu na takvu zaostalu glavnice i kamatu od dana dospeća do dana stvarne uplate (i pre i posle procene) po stopi od dva procenta (2%) godišnje više od kamatne stope navedene u članu 6.3 (*Kamatna stopa*); ili
- (c) U slučaju da Zajmoprimac ne plati bilo koje dospеле naknade koje treba da plati prema članu 6.7 (*Naknada za obradu kredita*), članu 6.8 (*Provizija na nepovučena sredstva*), članu 7.3.2 (*Naknada i kamate za prevremenu otplatu*) ili bilo kojim drugim uslovima iz ovog sporazuma, Zajmoprimac će platiti Zajmodavcu zateznu kamatu na takvu zaostalu naknadu po stopi od nula pet promila (0,5 ‰) dnevno za period od i uključujući datum dospeća do dana stvarne isplate.

Takva kamata se pripisuje svakog dana, i izračunava se na osnovu stvarnog broja proteklih dana i 360 dana u godini i plaća se povremeno na zahtev. U meri u kojoj je to dozvoljeno važećim zakonima Republike Srbije, zatezna kamata (ako nije plaćena) nastala na bilo koji zadocneli iznos prema ovom sporazumu biće pridodata tom zadocnelom iznosu na kraju svakog kamatnog perioda (u trajanju koje odabere Zajmodavac (postupajući razumno)) primenjivo na taj zadocneli iznos, ali će odmah dospевati za plaćanje.

Potvrda Zajmodavca o stopi i visini kamate koja se plaća po ovom članu 6.9 (*Zatezna kamata*) je konačna i obavezujuća za Zajmoprimca u odsustvu očigledne greške.

Član 7 Otplata i prevremena otplata

7.1 **Otplata** Zajmoprimac će Zajmodavcu otplatiti neizmireni Zajam nakon završetka Perioda počeka u dvadeset dve (22) jednake uzastopne rate na svaki Datum otplate, u skladu sa Planom otplate koji će Zajmodavac Zajmoprimcu poslati odmah nakon isteka Perioda isplate u svakom slučaju pre Prvog datuma otplate.

7.2 **Plan otplate** Bilo koji deo Kredita koji nije isplaćen na kraju radnog vremena na

Konačni datum isplate biće otkazan i nakon toga neće biti na raspolaganju Zajmoprimcu. Zajmodavac će pripremiti Plan otplate i dostaviti Zajmoprimcu kopiju takvog plana otplate odmah po isteku Perioda isplate. Plan otplate koji je dao Zajmodavac, u nedostatku očigledne greške biće konačan i obavezujući za Zajmoprimca.

7.3 **Preвременa otplata** U skladu sa pisanom saglasnošću Zajmodavca, Zajmoprimac može na bilo koji Datum plaćanja kamate nakon Konačnog datuma isplate prevremeno otplatiti Zajmodavcu ceo ili bilo koji deo Zajma u skladu uslovima navedenim ispod.

7.3.1 **Uslovi prevremene otplate** Ne može se izvršiti prevremena otplata ukoliko se ne ispune sledeći uslovi:

- (a) Zajmoprimac je dao Zajmodavcu pisano obaveštenje o svojoj nameri da izvrši prevremenu otplatu devedeset (90) dana ranije, navodeći iznos i datum na koji će se izvršiti;
- (b) iznos bilo koje prevremene otplate neće biti manji od deset miliona evra (EUR 10.000.000) i proizvoda celog broja i deset miliona evra (EUR 10.000.000); i
- (c) svi ostali iznosi koji su do tada dospeli i plativi na osnovu ovog sporazuma su plaćeni.

7.3.2 **Naknada i kamata za prevremenu otplatu** U vreme prevremene otplate koja se vrši u skladu sa gore datim odredbama, Zajmoprimac mora platiti Zajmodavcu za takvu prevremenu otplatu:

- (a) naknadu za prevremenu otplatu u iznosu od jednog procenta (1%) prevremeno otplaćenog iznosa. Ako Zajmoprimac kasni sa plaćanjem naknade za prevremenu otplatu, Zajmoprimac će platiti Zajmodavcu zateznu kamatu na takvu dospelu naknadu u skladu sa članom 6.9 (*Zatezna kamata*);
- (b) Zajmoprimac će takođe platiti svu pripisanu kamatu do i uključujući dan neposredno pre datuma te prevremene otplate i bilo koji drugi iznos koji je plativ po ovom osnovu.

7.3.3 Nakon što se ispune svi uslovi iz člana 7.3.1 (*Uslovi za prevremenu otplatu*) tako da su prihvatljivi za Zajmodavca, Zajmodavac će izdati obaveštenje o odobrenju prevremene otplate Zajmoprimcu, u kome će se precizirati datum prevremene otplate i iznos premije, naknade i kamate za prevremenu otplatu. Svaka takva prevremena otplata smanjuje iznos rata za otplatu Zajma obrnutim redosledom dospeća.

7.4 **Primena nedovoljne prevremene otplate** Ako je iznos bilo koje prevremene otplate koji je Zajmoprimac izvršio po ovom sporazumu niži od ukupnog iznosaospelog i plativog od strane Zajmoprimca Zajmodavcu na dan kada Zajmoprimac stvarno izvrši takvo plaćanje, Zajmodavac može bez pozivanja na Zajmoprimca da primenjuje i opredeljuje sredstva prevremene otplate koju je Zajmoprimac izvršio u ili prema zadovoljenju ili umanjenju, prvo bilo kakve nadoknade i drugih iznosa koji se plaćaju u skladu sa ovim sporazumom, drugo svih obračunatih kamata; i treće, za otplatu bilo koje glavnice obrnutim redosledom dospeća.

7.5 **Odredbe koje se primenjuju na prevremene otplate** Sva obaveštenja o nameravanoj prevremenoj otplati Zajma ili bilo kog njegovog dela koje je Zajmoprimac dao po ovom sporazumu su neopoziva i Zajmoprimac će biti u obavezi da izvrši prevremenu otplatu u skladu sa njima. Zajmoprimac može da prevremeno otplati Zajam ili bilo koji njegov deo u skladu sa izričitim uslovima ovog sporazuma i

nijedan iznos prevremene otplate ne može biti ponovo povučen.

Član 8 Plaćanja i valuta

8.1 Mesto i vreme plaćanja

8.1.1 Sva plaćanja ili otplate Zajmoprimca Zajmodavcu prema ovom sporazumu vrše se u originalnoj valuti ovog sporazuma u slobodno prenosivim i trenutno raspoloživim sredstvima na odgovarajući datum dospeća na:

(a) račun Zajmodavca kako sledi:

Ime korisnika: The Export-Import Bank of China

Banka koja otvara račun: Bank of China Frankfurt Branch

Broj računa: 1083002004

Swift Code: BKCHDEFF

ili

(b) neki drugi račun koji Zajmodavac može da navede u pisanim instrukcijama Zajmoprimcu izvršenim od strane propisano ovlašćenog(ih) predstavnika Zajmodavca;

ili

(c) neki drugi račun koje su ugovorne strane naznačile u bilo kojoj izmeni i dopuni ovog sporazuma, načinjenih u pisanoj formi od strane i između Zajmodavca i Zajmoprica.

Svaki račun prema gornjim st. (a), (b) i (c), u daljem tekstu se navodi kao „Račun otplate”. I takvo plaćanje će biti izvršeno sa napomenom da se plaćanje odnosi na „Sporazum o zajmu (Zajam za ugovaranje stranog projekta o izgradnji) Br. BLA20210340034”.

8.1.2 Sve otplate/plaćanja Zajmoprimca Zajmodavcu u vezi sa ovim sporazumom će biti na Račun otplate. Bilo koja otplata/plaćanje Zajmoprimca Zajmodavcu učinjena na račun koji nije Račun otplate ne predstavlja otplatu/plaćanje po ovom sporazumu u skladu sa rokovima i uslovima navedenim u njemu.

8.2 **Plaćanja izvršena na neradni dan** Ako bilo koje plaćanje koje Zajmoprimac izvrši po ovom osnovu dospeva na bilo koji dan koji nije Radni dan, Zajmodavac ima pravo da zahteva takvo plaćanje na Radni dan koji neposredno prethodi.

8.3 **Valuta plaćanja** Plaćanje Zajmoprimca mora biti u originalnoj valuti ovog sporazuma. Zajmoprimac se ovim izričito odriče bilo kog prava koje može imati u bilo kojoj jurisdikciji da plati bilo koji dospeli iznos po ovom sporazumu u valuti ili jedinici valute koja nije ona u kojoj je navedeno da se izvrši plaćanje. Bez obzira na bilo kakvo izvršeno plaćanje, u skladu sa nalogom ili na neki drugi način, u valuti koja nije izvorna valuta ovog sporazuma, obaveze Zajmoprimca prema ovom sporazumu izvršavaju se samo u meri u kojoj Zajmodavac može da kupi izvornu valutu ovog sporazuma tom drugom valutom u skladu sa uobičajenim bankarskim procedurama po prijemu takve isplate. Ako je iznos u izvornoj valuti ovog sporazuma koji se može kupiti, nakon odbitka bilo kakve premije ili deviznog troška, manji od odgovarajuće sume koja se plaća po ovom sporazumu, Zajmoprimac će nadoknaditi Zajmodavcu taj manjak. Odšteta u ovoj klauzuli biće obaveza Zajmoprimca odvojena i nezavisna od ostalih obaveza navedenih u ovom sporazumu.

8.4 **Nedovoljno plaćanje** Ako je iznos bilo kojeg plaćanja Zajmoprimca u skladu sa ovim sporazumom manji od ukupnog iznosa dospelog i koji Zajmoprimac treba da plati Zajmodavcu na dan kada je Zajmoprimac zaista izvršio takvu uplatu, smatraće se da se Zajmoprimac ovim odriče bilo kog prava koje bi mogao imati da izvrši bilo kakvu

namenu plaćanja (i svaka namena plaćanja koju je izvršio i/ili naznačio Zajmoprimac u vezi s takvim plaćanjem nema nikakvo dejstvo) i Zajmodavac može bez pozivanja na Zajmoprimca da koristi i raspolaže plaćanjem koje je Zajmoprimac izvršio u ili prema namirenju bilo kog ili svih iznosa koji dospevaju ili kasne za plaćanje tog dana po redosledu koji odluči Zajmodavac.

Član 9 Porezi

- 9.1 **Bez odbitaka** Sva plaćanja Zajmoprimca prema ovom sporazumu moraju biti u celosti isplaćena Zajmodavcu bez prebijanja ili protivpotraživanja ili zadržavanja, i bez ikakvog odbitka ili zadržavanja za ili na račun bilo kojih poreza ili bilo kakvih troškova. U slučaju da Zajmoprimac po zakonu zahteva bilo koji takav odbitak ili zadržavanje bilo koje isplate prema ovom sporazumu, Zajmoprimac će odmah platiti Zajmodavcu takav dodatni iznos koji će rezultirati trenutnim primanjem Zajmodavca celokupnog iznosa koji bi imao po ovom sporazumom da nije bilo takvog odbitka ili zadržavanja. Zajmoprimac će odmah proslediti Zajmodavcu kopije zvaničnih potvrda ili drugih dokaza o uplati bilo kog odbitka ili zadržavanja zbog poreza nadležnim poreskim ili drugim organima.
- 9.2 **Obaveštenje unapred** Ako u bilo koje vreme Zajmoprimac postane svestan da je bilo kakav takav odbitak, zadržavanje ili plaćanje po članu 9.1 (*Bez odbitaka*) potrebno ili će biti potrebno, odmah će o tome obavestiti Zajmodavca i dostaviti sve raspoložive detalje o tome.
- 9.3 **Nadoknada** Zajmoprimac će odmah platiti sve sadašnje i buduće overe i ostale slične dažbine i poreze i sve notarske, registracijske, evidencijske i druge slične naknade koje se mogu platiti u vezi sa ovim sporazumom i bilo kojim dokumentom navedenim u ovom dokumentu.

Član 10 Promena zakona ili okolnosti

- 10.1 **Nezakonitost** Ako u bilo kom trenutku Zajmodavac utvrdi da je ili da će postati nezakonito ili u suprotnosti bilo kom važećem zakonu, propisu ili direktivi bilo kojeg nadležnog državnog organa, da ceo ili deo Kredita ostane neizmiren, da učini, finansira ili dozvoli da ostane neizmiren ceo ili deo Zajma prema ovom sporazumu, nakon što Zajmodavac o tome obavesti Zajmoprimca:
- (a) Kredit će se otkazati; i
 - (b) Zajmoprimac će Zajmodavcu prevremeno otplatiti Zajam na dan kada Zajmodavac potvrdi da je to neophodno radi usaglašavanja sa relevantnim zakonom ili direktivom, zajedno sa svom neisplaćenom pripisanom kamatom, svim neisplaćenim naknadama i ostalim iznosima dospelim na osnovu ovog sporazuma.
- 10.2 **Uvećani trošak** Ako Zajmodavac utvrdi da će bilo kakva promena bilo kojeg važećeg zakona ili propisa ili njegovog tumačenja, ili primene ili poštovanje od strane Zajmodavca bilo koje naredbe, zahteva ili uslova bilo kojeg nadležnog državnog ili drugog organa (bez obzira da li ima snagu zakona) izložiti Zajmodavca bilo kom porezu ili drugim troškovima u odnosu na iznose koje Zajmoprimac plaća po ovom sporazumu, (osim (a) poreza na ukupni neto prihod Zajmodavca u Kini ili (b) kako je navedeno u članu 9 (*Porezi*)), Zajmodavac može o tome obavestiti Zajmoprimca, a Zajmoprimac će povremeno, odmah po zahtevu, platiti Zajmodavcu iznos za koji Zajmodavac može da potvrdi da je neophodno da mu se nadoknadi takav porez, plaćanje, uvećani trošak ili umanjenje (svaki „uvećani trošak”). Kada takav uvećani trošak proizilazi iz gore pomenutih okolnosti, a koje utiču na opšte poslovanje Zajmodavca ili način na koji ili u kom obimu raspodeljuje kapitalna sredstva, Zajmodavac ima pravo na uvećani trošak za koji se objektivno utvrdi i dokaže da se odnosi na Kredit i/ili Zajam. Zajmoprimac i Zajmodavac će se dogovoriti o tome da li

se može sklopiti bilo kakav alternativni aranžman kako bi se izbegao uvećan trošak. Sve dok traju okolnosti koje dovode do tako uvećanog troška, Zajmoprimac može da, nakon što najmanje trideset (30) dana ranije pisanim putem obavesti Zajmodavca, prevremeno otplati celokupni Zajam (a ne samo deo) u skladu sa članom 7 (*Otplata i prevremena otplata*), a nakon davanja takvog obaveštenja, Kredit se otkazuje.

10.3 **Sankcije** Ako Zajmodavac prema svom sopstvenom nahođenju utvrdi da izvršavanje ovog sporazuma i/ili plaćanje, finansiranje ili dozvoljavanje da ostane neizmiren ceo ili deo iznosa Zajma prema ovom sporazumu postaje nemoguće, zabranjeno zakonom ili propisom ili da može da dovede do sankcionisanja Zajmodavca ili bilo koje od njegovih podružnica ili povezanih društava, Zajmodavac može o tome da obavesti Zajmoprimca pisanim obaveštenjem u kojem se navode navedene okolnosti i istovremeno će imati pravo na jednu ili više od sledećih mera:

- (a) otkazavanje svih raspoloživih sredstava zajma;
- (b) izjavljivanje da ceo ili deo Zajma, zajedno sa obračunatom kamatom, i svim drugim obračunatim ili neisplaćenim iznosima prema ovom sporazumu, odmah dospeva i plaća se Zajmodavcu;
- (c) direktno oduzimanje neisplaćenog iznosa duga koji je Zajmoprimac prema ovom sporazumu dužan da plati, uključujući, ali ne ograničavajući se na neizmirene zajmove, zajedno sa obračunatim kamatama i svim ostalim obračunatim iznosima, sa bilo kog računa Zajmoprimca (izraženog u bilo kojoj valuti) otvorenog kod Zajmodavca, zastupnika ili bilo koje druge podružnice Zajmodavca u zemlji i u inostranstvu; ukoliko je primenljivo, ili
- (d) ostvarivanje svih drugih prava Zajmodavca prema ovom sporazumu i u skladu sa važećim zakonima i propisima.

Član 11. Izjave i garancije

11.1 Zajmoprimac ovim izjavljuje i garantuje u korist Zajmodavca da:

- (a) **Status Zajmoprimca** Zajmoprimac je Republika Srbija koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija, i ima punomoć, ovlašćenja i zakonska prava da poseduje svoju imovinu i svojinu i da se može zadužiti uzimanjem Kredita pod uslovima navedenim u ovom sporazumu;
- (b) **Finansijski uslovi** Vlasnik ima odgovarajući finansijski kapacitet i operativnu i upravljačku sposobnost da realizuje Projekat; Zajmoprimac dobro upravlja javnim finansijama, ima dobar finansijski i kreditni status i u mogućnosti je da otplaćuje glavnice Zajma i kamate u skladu sa ovim sporazumom;
- (c) **Ovlašćenje** Zajmoprimac ima punomoć i ovlašćenja za sklapanje ovog sporazuma, uzimanje Kredita po ovom sporazumu i za izvršavanje i poštovanje obaveza iz ovog sporazuma. Zajmoprimac je preduzeo i dovršio sve potrebne i pravne radnje ili postupke neophodne kako bi posedovao ovlašćenje da sprovede i izvrši ovaj sporazum;
- (d) **Saglasnosti i delovanje Vlade** Sva odobrenja, ovlašćenja i saglasnosti bilo kog vladinog ili drugog organa poverilaca Zajmoprimca koji su potrebni za (i) izvršenje, primenu ili sprovođenje, ovog sporazuma ili valjanost i primenjivost ovog sporazuma ili (ii) uzimanje Kredita ili (iii) plaćanje od strane Zajmoprimca svih iznosa u EUR, da su propisno izvršena, ispunjena i dobijena i da su na snazi. Zajmoprimac će se pridržavati svih deviznih kontrola i obaveštenja kako zahtevaju važeći propisi u Republici Srbiji; svih odobrenja, ovlašćenja i saglasnosti bilo kog vladinog ili drugog organa ili poverilaca Vlasnika koja su potrebna za (i) izvršenje, primenu ili sprovođenje Komercijalnog ugovora ili njegovu valjanost i izvršivost ili (ii) sprovođenje Projekta, propisno izvršenih,

ispunjenih i dobijenih i koji su na snazi;

- (e) **Kineski element** Udeo ukupnog izvoza koji rezultira relevantnim uslugama kao što su kineska oprema, materijali, tehnologija, kao i usluge rada, menadžment, projektovanje, revizija, konsultacije itd., vođenih u okviru Projekta, u ukupnoj Ceni ugovora ne sme biti manji od petnaest procenata (15%);
- (f) **Obavezujuće dejstvo** Ovaj sporazum je uredno zaključio i dostavio Zajmoprimac i predstavlja zakonsku, važeću i obavezujuću obavezu Zajmoprimca koja je primenjiva za Zajmoprimca u skladu sa navedenim uslovima;
- (g) **Bez kršenja zakona** Izvršenje, primena i sprovođenje ovog sporazuma od strane Zajmoprimca ne može i neće biti u suprotnosti, kršiti ili predstavljati neispunjavanje u skladu sa (i) bilo kojom odredbom bilo kog sporazuma ili drugog instrumenta u kojem je Zajmoprimac ugovorna strana ili za koji Zajmoprimac ili bilo koja njegova imovina jeste ili može biti vezana; ili (ii) Ustavom Republike Srbije, bilo kojim ugovorom, zakonom, propisom, presudom ili naredbom koji se primenjuju na Zajmoprimca;
- (h) **Bez neizvršenja obaveza** Zajmoprimac nije prekršio bilo koji zakon, propis, presudu, naredbu, ovlašćenje, sporazum ili obavezu koja se odnosi na njega ili na njegovu imovinu ili prihode, čije posledice mogu značajno i nepovoljno uticati na njegovu sposobnost da izvršava svoje obaveze iz ovog sporazuma i nijedan događaj se nije dogodio niti traje, a koji predstavlja ili koji bi nakon isteka vremena ili davanja obaveštenja ili oboje, postao slučaj neizvršenja obaveza (ma kako opisano);
- (i) **Bez parnica** Po saznanju Zajmoprimca ne postoji parnični, arbitražni ili upravni postupak pred sudom, arbitražnim sudom ili državnim organom koji je u toku ili, preti Zajmoprimcu ili njegovoj imovini, koji bi imali materijalne i štetne posledice i uticaj na njegove aktivnosti, postupanja ili imovinu ili sposobnost Zajmoprimca da izvršava svoje obaveze iz ovog sporazuma;
- (j) **Porezi** Prema zakonima Republike Srbije, ne nameće se porez (bilo obustavljanjem ili na drugi način) na ili po osnovu izvršenja i isporuke ovog sporazuma ili bilo kog dokumenta ili instrumenta koji treba da se izvrši i dostavi u skladu sa ovim dokumentom, njegovim izvršenjem ili prihvatljivost dokaza ili izvršenja, ili bilo koje isplate neophodne da se izvrši na osnovu ovog ili po ovom sporazumu, osim poreza na dodatu vrednost koje Zajmoprimac snosi ili obeštećuje po ovom sporazumu;
- (k) **Pari Passu** Dužnosti i obaveze Zajmoprimca prema ovom sporazumu su direktne, bezuslovne i opšte obaveze i imaće najmanje Pari Passu pravo plaćanja i obezbeđenja u svim aspektima sa svim ostalim sadašnjim ili budućim neobezbeđenim i nesubordovanim spoljnom zaduženošću (stvarnom i potencijalnom) Zajmoprimca;
- (l) **Komercijalna aktivnost** Izvršenje i isporuka ovog sporazuma od strane Zajmoprimca predstavlja, a Zajmoprimčevo izvršavanje i poštovanje obaveza iz ovog sporazuma predstavljaće i komercijalne radnje učinjene i izvršene u komercijalne svrhe prema zakonima Republike Srbije, a ni Zajmoprimac niti bilo koja njegova imovina nemaju pravo na bilo kakav imunitet ili privilegiju (suvereni ili na neki drugi način) zbog arbitražnog postupka, tužbe, izvršenja ili bilo kog drugog pravnog postupka u vezi sa obavezama iz ovog sporazuma, u zavisnosti od slučaja, u bilo kom slučaju nadležnost;
- (m) **Postupci stupanja na snagu sporazuma** U bilo kom postupku u Republici Srbiji za sprovođenje ovog sporazuma, izbor zakona Kine kao merodavnog

prava biće priznat i takav zakon će se primenjivati. Odricanje imuniteta od strane Zajmoprimca, neopozivi podnesci Zajmoprimca arbitraži Kineske međunarodne komisije za ekonomsku i trgovinsku arbitražu i imenovanja Zastupnika za prijem sudske dokumentacije u Kini su zakoniti, validni, obavezujući i izvršni, i svaka presuda dobijena arbitražom će biti, ako je uvedena, dokaz o izvršenju u bilo kom postupku protiv Zajmoprimca i njegove imovine u Republici Srbiji;

- (n) **Odgovarajuća forma** Ovaj sporazum, koji je regulisan kineskim zakonima, u pravnom je obliku po zakonima Republike Srbije i može se izvršavati pred sudovima Republike Srbije;
- (o) **Bez registracije** Da bi se obezbedila zakonitost, validnost, izvršivost i prihvatljivost dokaza u postupcima u Republici Srbiji vezano za ovaj sporazum, nije potrebno da se ovaj ili bilo koji drugi dokument ili sporazum podnese, evidentira ili registruje kod bilo kog suda, javne službe ili bilo kog drugog organa Republike Srbije, sem da zaduživanje po ovom sporazumu bude registrovano kod NBS u skladu sa srpskim zakonom, a Ministarstvo finansija vodi evidenciju o svim obavezama preuzetim u skladu sa ili u vezi sa ovim sporazumom i izvršavanje obaveza u skladu sa ovim sporazumom u pogledu kontrole primene ovog sporazuma;
- (p) **Ugovor** Komercijalni ugovor, kada je uredno potpisan i dostavljen, predstavljaće valjanu i obavezujuću obavezu Vlasnika koja se može izvršiti u skladu sa njegovim uslovima;
- (q) **Bez tereta** Ne postoji teret za svo ili bilo koji deo vlasništva, imovine ili prihoda Zajmoprimca, što će imati materijalno štetan uticaj na Zajmoprimčevo izvršavanje njegovih obaveza plaćanja, izuzev kao založno pravo koje proizilazi iz zakona ili kao prethodno objavljeno u pisanom obliku i saglasno od strane Zajmodavca;
- (r) **Status spoljne zaduženosti** Pozajmice koje treba primiti na osnovu ovog sporazuma neće premašiti niti prekršiti bilo koji limit (uključujući limite za zaduživanje) koji se primenjuju u skladu sa zakonima Republike Srbije; Projekat je investicioni projekat, u skladu sa tim Zajmoprimac se može, u skladu sa srpskim zakonom, zadužiti u svrhu Zajma navedenog u članu 2.2 (*Svrha Zajma*);
- (s) **Pružene informacije** Sve informacije koje je Zajmoprimac dostavio Zajmodavcu ili su dostavljene u njegovo ime, istinite su i tačne u svim materijalnim aspektima, a sve prognoze i projekcije sadržane u njima date su nakon dužnog i pažljivog razmatranja od strane Zajmoprimca i jesu, prema svemu uzetom u obzir, pravične i razumne u vreme njegovog sačinjavanja; Zajmoprimac nije upoznat ni sa jednom činjenicom koja nije obelodanjena pisanim putem Zajmodavcu, a koja bi mogla imati značajan uticaj na bilo kakve informacije, prognoze ili projekcije ili koja bi mogla uticati na spremnost Zajmodavca da da zajam po uslovima ovog sporazuma;
- (t) **Sankcije** Niti Zajmoprimac, ili bilo koja Relevantna strana, ili bilo koji akcionar, viši službenik, direktor ili zaposleni kod Zajmoprimca, ili bilo koja Relevantna strana (zajedno „Strane obveznici”) nije:
 - (i) Lice koje je pod sankcijama;
 - (ii) u prekršaju ili je prekršio bilo koju Sankciju koju je izrekao ili doneo Organ za sankcije u vezi sa ovim projektom;
 - (iii) uključen u bilo koju transakciju, aktivnost, ili ponašanje za koje se osnovano moglo očekivati da će dovesti do toga da postane Lice koje je

pod sankcijama; ili

(iv) predmet ili na drugi način uključen u bilo koje istrage, potraživanja, tužbe, ispitivanja ili druge postupke u vezi sa Sankcijama.

(u) **Plan povlačenja sredstava** Plan povlačenja koji je dostavljen u skladu sa ovim sporazumom je razumno pripremljen na osnovu napretka Projekta i stvarnih potreba za finansiranjem; Zajmodavac nije dužan da isplati Kredit u skladu sa planom koji mu je dostavio Zajmoprimac.

11.2 Zajmoprimac dalje predstavlja i garantuje Zajmodavcu i preuzima obavezu da će prethodne izjave i garancije biti istinite i tačne tokom trajanja ovog sporazuma, pozivajući se na činjenice i okolnosti koje postoje.

11.3 Zajmoprimac priznaje da je Zajmodavac zaključio ovaj sporazum oslanjajući se na izjave i garancije sadržane u ovom članu 11 (*Izjave i garancije*).

Član 12 Obaveze

12.1 **Potvrda preuzimanja obaveza** Zajmoprimac preuzima obaveze i slaže se sa Zajmodavcem da će tokom trajanja ovog sporazuma i sve dok Zajam ili bilo koji drugi iznos ostane neizmiren, osim ako se Zajmodavac drugačije pismeno ne složi:

(a) **Podaci** dostavljati Zajmodavcu relevantne informacije koje Zajmodavac razumno zahteva u vezi sa Zajmoprimcem, Vlasnikom i ovim sporazumom i druge informacije (finansijske ili druge) koje Zajmodavac može razumno tražiti u vezi sa sprovođenjem ili upravljanjem Komercijalnim ugovorom, uključujući bez ograničenja polugodišnje izveštaje o stvarnom napretku i statusu Projekta;

redovno, preko Vlasnika, dostavljati Zajmodavcu na godišnjoj osnovi i pružati u bilo koje vreme, na zahtev Zajmodavca, informacije o napretku Projekta, napretku u izgradnji, o građevinskim materijalima, naručivanju, dostavi i ugradnji opreme, o usklađenosti građevinskih sadržaja sa projektnim zahtevima, informacije o ulaganjima, isplati sredstava zajma, proizvodnji, poslovanju i upravljanju, proizvodnji i prodaji, o tržišnoj konkurentnosti, radnom okruženju, upravljanju posredničkim poslovima, dostavljati finansijske izveštaje, izjave, dokumente i informacije o poslovanju i upravljanju, o finansijskim koristima itd. nakon uspostavljanja i puštanja u rad Projekta, kao i o korišćenju sredstava samofinansiranja Zajmoprimca i Vlasnika i o drugim izvorima sredstava i relevantnim podacima;

(b) **Obaveštavanja** hitno obavestiti Zajmodavca o:

(i) nastanku bilo kog događaja neizvršenja obaveza ili potencijalnog događaja neizvršenja obaveza;

(ii) svakom parničnom, arbitražnom ili upravnom postupku navedenom u članu 11.1 (i) (*Bez parnica*);

(iii) donošenje bilo kog zakona, uredbe ili propisa koji značajno utiču na Zajmoprimca ili Komercijalni ugovor;

(iv) nastanku bilo koje situacije ili događaja koji mogu sprečiti ili ometati izvršavanje obaveza iz ovog sporazuma od strane Zajmoprimca ili izvršavanje obaveza od strane Vlasnika prema Komercijalnom ugovoru;

(v) bilo kom materijalnom događaju koji je štetan za Projekat.

(c) **Odobrenja i saglasnosti** održavati na snazi i sprovoditi sva takva ovlašćenja, odobrenja i saglasnosti koja su navedena u članu 11.1 (c) (*Ovlašćenje*) i članu 11.1 (d) (*Saglasnosti i delovanje Vlade*) i odmah preduzimati korake za njihovo dobijanje i nakon toga ih održavati važećim i sprovoditi bilo koja druga odobrenja koja mogu biti potrebna ili preporučljiva u svrhe navedene u njima i

delovati u skladu sa svim uslovima sadržanim u dobijenim odobrenjima;

- (d) **Prijavljivanja** Zajmoprimac prijavljuje ovaj sporazum kod NBS u skladu sa srpskim zakonom i obezbeđuje da Ministarstvo finansija vodi evidenciju o svim obavezama preuzetim na osnovu ili u vezi sa ovim sporazumom, kao i da nadgleda sprovođenje ovog sporazuma;
- (e) **Upotreba sredstava Kredita** osigurati da se svi iznosi isplaćeni na osnovu ovog sporazuma koriste u svrhe navedene u članu 2 (*Iznos Kredita i svrha Zajma*);
- (f) **Porezi** Zajmoprimac će biti odgovoran za ispunjavanje poreskih obaveza (uključujući, ali ne ograničavajući se na obaveze po osnovu PDV-a) koje se mogu primenjivati na osnovu zakona Republike Srbije u vezi sa ovim sporazumom;
- (g) **Plaćanje na vreme** na vreme platiti sve dospеле iznose i ispuniti svoje obaveze iz ovog sporazuma;
- (h) **Pari passu** omogućavanje da dužnosti i obaveze Zajmoprimca prema ovom sporazumu budu rangirane najmanje Pari Passu u svim aspektima sa svim ostalim sadašnjim ili budućim neobezbeđenim i nesubordovanim zaduženjima (stvarnim i potencijalnim);
- (i) **Dodatna dokumenta** sprovodi takve dokumente u korist Zajmodavca i izvršava sva potrebna uverenja, aktivnosti i stvari koje Zajmodavac opravdano zahteva kako bi ispunjavao sve obaveze po ovom sporazumu koje treba platiti i obezbediti, a takođe daje sva obaveštenja i uputstva koje Zajmodavac može razumno zahtevati;
- (j) **Osiguranje** Ugovori o osiguranju uredno su zaključeni, a Premiju osiguranja plaća Zajmoprimac u skladu sa Ugovorima o osiguranju i dokument o zaduženju je Osiguravajuće društvo izdalo Zajmoprimcu. Zajmoprimac na zahtev Zajmodavca dostavlja dokaz da je platio Premiju osiguranja;
- (k) **Potvrda izjave** daje pisanu potvrdu Zajmodavcu u roku od deset (10) radnih dana nakon prijema izjave koju je Zajmodavac poslao na kraju svake godine koja određuje iznos nepovučenih sredstva Kredita i neizmirenu glavniciu i kamatu;
- (l) **Naknadna procena Projekta** na zahtev Zajmodavca, obezbeđuje Zajmodavcu u roku od šest (6) meseci od završetka Projekta sažet izveštaj o završetku Projekta i dostavlja u roku koji Zajmodavac zahteva dokumentaciju i materijale za naknadnu procenu Projekta. Zajmoprimac će garantovati autentičnost, tačnost, validnost i ispravnost dostavljenih dokumenata i materijala;
- (m) **Informacije vezane za Projekat** blagovremeno dostavlja Zajmodavcu kopije sledećih dokumenata: (i) građevinsku dozvolu i prijavu radova za Projekat, pre početka izgradnje Projekta; obezbeđuje da EPC Izvođač blagovremeno dostavi Zajmodavcu (ii) uredno potpisane ugovore o isporuci opreme u vezi s Projektom koji su po formi i sadržaju prihvatljivi za Zajmodavca; i (iii) uredno potpisane podizvođačke ugovore u vezi sa izgradnjom Projekta koji su po formi i sadržaju prihvatljivi za Zajmodavca;
- (n) **Zalaganje** uložiti najveće napore da se Projekat sprovede u skladu sa građevinskim i operativnim rasporedom;
- (o) **Usklađenost sa zakonom o zaštiti životne sredine** Pridržavati se odredbi relevantnih zakona o zaštiti životne sredine, pribaviti sva odobrenja ili dozvole koje zahtevaju svi važeći zakoni i održavati ih efektivnim;

- (p) **Sankcije** i osiguranje da će bilo ko od Strane obveznika:
- (i) biti saglasan sa Sankcijama u pogledu svih sprovedenih aktivnosti i postupaka, u vezi sa Projektom ili Komercijalnim ugovorom;
 - (ii) dobrovoljno ili na zahtev Zajmodavca, s vremena na vreme, blagovremeno i u dovoljnoj meri obelodaniti sve dokumente ili informacije u vezi sa Sankcijama, uključujući, ali se ne ograničavajući na:
 - a) činjenicu da je bilo koja Strana obveznik postala Lice koje je pod sankcijama;
 - b) činjenicu da je bilo koja Strana obveznik uključena u bilo kakve istrage, potraživanja, tužbe, ispitivanja ili druge postupke u vezi sa Sankcijama;
 - c) poslovanje i aktivnosti bilo koje Strane obveznika ili Komercijalnog ugovora ili Projekta koji su ciljane ili na drugi način ograničene Sankcijama, uključujući sankcije koje bi mogle dovesti do toga da bilo koja Strana obveznika, postane Lice koje je pod sankcijama; i
 - d) bilo koje druge okolnosti koje bi mogle da imaju negativne posledice na ovaj sporazum zbog Sankcija;
 - (iii) da saraduje sa Zajmodavcem radi pružanja dovoljnih informacija na njegov zahtev s vremena na vreme, blagovremeno i dovoljno, u cilju poštovanja svih Sankcija, zahteva za sprečavanje pranja novca i borbe protiv terorizma; i
 - (iv) neopozivo ovlastiti Zajmodavca, u svrhu poštovanja Sankcija, zahteva za sprečavanje pranja novca i finansiranja terorizma, da obelodani informacije Organima za sankcije ili drugim regulatornim organima ili drugim nadležnim agencijama.
- (q) **Godišnji budžet** uključuje sve dospеле i plative iznose ili one koji dospevaju i plativi su Zajmodavcu u skladu sa godišnjim budžetom tokom svake fiskalne godine. Zajmoprimac ne može opravdati nijedno neplaćanje na vreme zbog toga što u budžet nije uključena odgovarajuća raspodela.

12.2 **Negativni poduhvati** Zajmoprimac se obavezuje sa Zajmodavcem da tokom trajanja ovog sporazuma i sve dok Zajam ili bilo koji drugi iznos ostanu neizmireni, neće, osim ukoliko se sa Zajmodavcem drugačije izričito ne dogovori pisanim putem:

- (a) **Bez Tereta** stvarati ili dozvoliti stvaranje ili imati neizmiren bilo koji Teret na celokupnoj ili bilo kom delu sadašnje ili buduće imovine ili prihoda Zajmoprimca radi obezbeđenja bilo kog sadašnjeg ili budućeg zaduženja bilo koje osobe, bilo stvarnog bilo nepredviđenog;
- (b) **Raspolaganje sredstvima** prodati, preneti ili otuđiti celokupni ili bilo koji deo imovine Zajmoprimca, bilo jednom transakcijom ili većim brojem transakcija;
- (c) **Davanje zajma ili garancije** odobriti bilo koji zajam, predujam ili garanciju ili na bilo koji drugi način biti ili postati direktno ili indirektno ili uslovno odgovoran za bilo koje drugo zaduženje ili druge obaveze prema bilo kojem drugom licu, ako takvo davanje nije protivno zakonima Srbije;
- (d) **Pozajmljivanje ili uzimanje kredita** osim ako je dozvoljeno zakononima Srbije, pozajmljivanje ili uzimanje kredita, izuzev od Zajmodavca, u skladu sa ovim sporazumom ili bilo koje drugo zaduživanje ili dozvola da postoji bilo koji račun ili finansijski instrument kod bilo koje druge banke ili finansijske institucije, čija bi zaduženost imala materijalno štetne posledice po Zajmoprimca da izvršava svoje obaveze plaćanja prema ovom sporazumu;

- (e) **Sankcionisati** i obezbediti da bilo koja druga Strana obveznika neće:
- (i) postati predmet ili cilj Sankcija;
 - (ii) direktno ili indirektno koristiti bilo koja sredstva koja su odobrena po ovom Zajmu ili pozajmljivati, doprinositi ili na drugi način stavljati na raspolaganje takva sredstva bilo kom licu gde je svrha ili cilj takvih sredstava da se koriste, pozajmljuju, doprinose ili na drugi način stavljaju na raspolaganje:
 - (a) za finansiranje ili omogućavanje bilo koje aktivnosti koja bi u tom trenutku predstavljala kršenje Sankcija ili bi bila aktivnost sa, ili u korist Lica koje je pod sankcijama; ili
 - (b) gde se razumno može očekivati da će dovesti do kršenja Sankcija od Strane obveznika, Zajmodavca ili bilo koje od njegovih podružnica ili Povezanih društava;
 - (iii) direktno ili indirektno finansirati ceo ili bilo koji deo plaćanja prema ovom sporazumu iz prihoda dobijenih od bilo kog posla ili transakcije koja je zabranjena Sankcijama, a koja je u vezi sa Licem koje je pod sankcijama ili koja bi na drugi način rezultirala kršenjem Sankcija od strane Zajmodavca ili bilo koje od njegovih podružnica ili Povezanih društava; ili
 - (iv) obavlja bilo kakve transakcije, aktivnosti, operacije ili postupke, u vezi sa bilo kojim sprovedenim operacijama i postupcima u okviru Projekta ili Komercijalnog ugovora, kojima se krše Sankcije ili koje bi mogle dovesti do toga da bilo koja Strana obveznika postane Lice koje je pod sankcijama.

12.3 Zajmoprimac ovim izjavljuje, garantuje i preuzima da su njegove obaveze i obaveze iz ovog sporazuma nezavisne i odvojene od onih navedenih u sporazumima sa drugim poveriocima, a Zajmoprimac neće tražiti od Zajmodavca bilo kakve uporedive uslove koji su navedeni ili mogu biti navedeni u sporazumima sa drugim poveriocima.

Član 13 Troškovi i odštete

13.1 **Troškovi** Zajmoprimac će s vremena na vreme, odmah po zahtevu, platiti ili nadoknaditi Zajmodavcu sve troškove, naknade i rashode (uključujući pravne i druge naknade na osnovu obeštećenja i sve druge dokumentovane lične troškove) koje je pravilno i u dobroj veri imao Zajmodavac prilikom izvršavanja bilo kog od svojih prava ili ovlašćenja iz ovog sporazuma u vezi sa bilo kojim Neizvršenjem obaveza ili na drugi način očuvanjem ili sprovođenjem svojih prava iz ovog sporazuma (uključujući dobijanje ili izvršenje bilo koje presude ili presude donete u vezi s ovim sporazumom).

Član 14 Neizvršenje obaveza

14.1 Svaki od sledećih događaja i okolnosti smatraće se neizvršenjem obaveza:

- (a) Ako Zajmoprimac ne plati bilo koji iznos (uključujući, ali ne ograničavajući se na glavnice, kamatu, zateznu kamatu ili bilo koju drugu naknadu) koji se plaća po ovom sporazumu o dospeću i inače u skladu sa odredbama ovog sporazuma;
- (b) osim gornjeg stava (a), ako Zajmoprimac ne izvrši uredno i tačno, ne pridržava se i ne poštuje bilo koju od svojih obaveza iz ovog sporazuma ili drugih finansijskih dokumenata čija je ugovorna strana, i takvo neispunjavanje traje duže od trideset (30) dana, a da nije otklonjeno;
- (c) ako se bilo koji od događaja opisanih u (a) ili (b) gore, ili bilo koji drugi događaj koji predstavlja neizvršenje obaveza Zajmoprimca, dogodi u vezi sa bilo kojim drugim sporazumom koji uključuje zaduživanje ili bilo kakvu garanciju između

- Zajmoprimca i bilo koje druge banke ili finansijske institucije;
- (d) ako bilo koja izjava ili garancija koju je dao ili ponovio Zajmoprimac, ili bilo koja druga strana u drugim finansijskim dokumentima (osim Zajmodavca) u ili u vezi sa ovim sporazumom, ili drugim finansijskim dokumentima ili bilo kojom drugom izjavom koja je drugačije data u bilo kojoj potvrdi, mišljenju ili drugom dokumentu dostavljenim u vezi s ovim sporazumom pokazuje da je netačna ili neistinita ili dovede u zabludu u bilo kom pogledu koji Zajmodavac smatra značajnim;
 - (e) ako Zajmoprimac ne izvrši plaćanje bilo kojeg duga o njegovom dospeću, ili bilo kojeg zaduženja Zajmoprimca koje je potrebno platiti pre njegovog dospeća, ili bilo kakvog zaduženja Zajmoprimca koje se plaća na zahtev ili po dospeću obaveštenja, ili, zavisno od slučaja, po isteku propisanog obaveštenja, čije će neizvršenje materijalno i nepovoljno uticati na sposobnost Zajmoprimca da ispunjava svoje obaveze iz ovog sporazuma ili drugih finansijskih dokumenata;
 - (f) ako poverilac preuzme celokupni ili bilo koji deo imovine koja je značajna za funkcionisanje Zajmoprimca ili se bilo kakvo izvršenje ili drugi pravni postupak pokreće protiv bilo koje imovine koja je značajna za funkcionisanje Zajmoprimca i zahtevi se ne ispune ili zadovolje u roku od trideset (30) dana;
 - (g) ako ovaj sporazum ili bilo koja odredba ovog sporazuma prestanu iz bilo kog razloga da budu pravosnažni i važeći, ili se iz bilo kog razloga raskinu ili ugroze ili postanu nevažeći ili neizvršivi, ili ako postoji bilo kakav spor oko istih, ili ako postoji bilo kakav navodni raskid ili odbacivanje istih, ili postaje nemoguće ili nezakonito da Zajmoprimac ili bilo koja druga strana u njemu izvršava bilo koju od svojih obaveza iz ovog sporazuma ili odredbi, ili da Zajmodavac ostvari sva ili bilo koja od svojih prava, ovlašćenja i pravnih lekova;
 - (h) ako Zajmoprimac prekida ili obustavlja plaćanja svojim poveriocima uopšte, ili nije u mogućnosti ili priznaje svoju nesposobnost da plati svoje dugove kada oni dospeju, ili je proglašen bankrot ili postaje nesolventan;
 - (i) Moratorijum
 - (i) ako se proglasi, nametne ili *de facto* stupi na snagu moratorijum na plaćanje bilo kakvog zaduženja Zajmoprimca ili Zajmoprimac prestane ili suspenduje plaćanje takvog zaduženja.
 - (ii) ako Zajmoprimac:
 - a) nije u stanju ili priznaje nemogućnost da o dospeću plati svako zaduženje;
 - b) predloži ili uđe u bilo kakav kompromis ili drugi sporazum u korist svojih kreditora, u vezi sa zaduženjem generalno ili bilo kojom grupom kreditora.
 - (iii) ako se započnu postupci u pogledu Zajmoprimca prema bilo kom zakonu, propisu ili proceduri u vezi sa restrukturiranjem ili ponovnim usklađivanjem njegovog zaduženja.
 - (j) ako u odnosu na Zajmoprimca, u bilo kojoj zemlji ili na teritoriji u čijoj su nadležnosti sudovi u kojima je on predmet postupka, nastane bilo koji događaj koji, prema opravdanom mišljenju Zajmodavca, u zemlji ili na teritoriji na kojoj je nastao ima ekvivalentan ili sličan efekat, bilo kojim od onih napred navedenih u tački (i) (*Moratorijum*);
 - (k) ako Zajmoprimac osporava valjanost ovog sporazuma, ili Zajmoprimac uskraćuje odgovornost prema ovom sporazumu (bilo generalnom obustavom

plaćanja ili moratorijumom na plaćanje zaduženja uopšte ili na neki drugi način);

- (l) ako se bilo koja licenca, saglasnost, odobrenje ili ovlašćenje ili bilo kakvo podnošenje ili registrovanje kod bilo kog državnog organa ili agencije neophodno u mestu prebivališta Zajmoprimca, radi validnosti ili izvršivosti ovog sporazuma ili izvršavanja obaveza od strane Zajmoprimca iz ovog sporazuma, u zavisnosti od slučaja, ili se bilo koji sporazum ili instrument, potreban u skladu sa ovim sporazumom ili zbog prihvatljivosti u dokazu ovog sporazuma, ukida, ili se ne izdaje ili blagovremeno obnavlja, ili prestaje da bude pravosnažan i izvršiv;
- (m) ako bilo koji događaj koji bi mogao rezultirati otkazivanjem, ukidanjem ili raskidom Ugovora o osiguranju ili su na bilo koji drugi način izuzete, smanjene ili značajno izmenjene obaveze Osiguravajućeg društva po Ugovorima o osiguranju ili ima materijalno štetan uticaj na prava Zajmodavca prema Ugovorima o osiguranju;
- (n) ako nastane bilo kakva materijalna i nepovoljna situacija ili dođe do događaja koji, po razumnoj proceni Zajmodavca, može sprečiti ili ometati uspešnu primenu Komercijalnog ugovora ili izvršavanje obaveza iz ovog sporazuma od strane Zajmoprimca.

14.2 Nakon nastanka Neizvršenja obaveza, i u bilo koje vreme ili kasnije nakon toga (osim ako je takav slučaj Neizvršenja obaveza osporen ili ispravljen na zadovoljavajući način za Zajmodavca), Zajmodavac može, putem pisanog obaveštenja upućenog Zajmoprimcu, preuzeti bilo koju ili sve sledeće radnje (ali ne dovodeći u pitanje bilo koja druga prava i pravne lekove koji su dostupni):

- (a) proglasiti glavnica i obračunate kamate na Zajam i sve ostale iznose koji se plaćaju u skladu sa ovim sporazumom, nakon čega isti postaju, odmah dospeli i plativi bez daljnjeg zahteva, obaveštenja ili druge pravne formalnosti bilo koje vrste; i
- (b) proglasiti Sporazum raskinutim nakon čega obaveza Zajmodavca da izvrši dalju Isplatu po ovom sporazumu odmah prestaje.

Član 15 Merodavno pravo i Rešavanje sporova

15.1 **Merodavno pravo** Ovaj sporazum i prava i obaveze ugovornih strana u svakom pogledu će se upravljati i tumačiti u skladu sa zakonima Kine.

15.2 **Konsultacije u dobroj veri** Strane u ovom sporazumu se obavezuju da ulože najbolje napore za rešavanje bilo kog spora proisteklog iz ovog ili u vezi sa ovim sporazumom putem konsultacija, u dobroj veri i sa međusobnim razumevanjem, pod uslovom da takve konsultacije ne dovode u pitanje ostvarivanje bilo kog prava ili pravnog leka bilo koje strane potpisnice ovog sporazuma od bilo koje strane u vezi sa bilo kojim takvim sporom.

15.3 **Podnošenje na arbitražu** Svaki spor nastao iz ili u vezi sa ovim sporazumom biće rešen prijateljskim konsultacijama. Ako se takvim konsultacijama u roku od šezdeset (60) dana ne može postići dogovor, svaka strana ima pravo da takav spor podnese na arbitražu Kineskoj komisiji za međunarodnu privrednu i trgovinsku arbitražu („CIETAC”). Arbitraža se sprovodi u skladu sa CIETAC-ovim arbitražnim pravilima koja su na snazi u vreme podnošenja zahteva za arbitražu. Arbitražna presuda je konačna i obavezujuća za obe strane. Arbitraža će se vršiti u Pekingu.

15.4 **Odricanje** Zajmoprimac se neopozivo i bezuslovno odriče bilo kakvog prigovora koji sada ili kasnije može imati na izbor CIETAC za rešavanje bilo kog spora proisteklog iz ovog sporazuma ili u vezi sa njim. Zajmoprimac se takođe slaže da će arbitražna

presuda protiv njega doneta od strane takvog arbitražnog suda biti zaključna i konačna, i može se izvršiti u bilo kojoj drugoj jurisdikciji i da overena ili drugačije propisno potvrđena kopija presude predstavlja konačan dokaz i iznos njegove zaduženosti.

- 15.5 **Odricanje imuniteta** Zajmoprimac se neopozivo i bezuslovno odriče svakog imuniteta na koji on ili njegova imovina može u bilo kojem trenutku dobiti ili imati pravo na njega, bilo da je okarakterisan kao suvereni imunitet ili na neki drugi način, iz bilo koje tužbe, nadležnosti bilo koje arbitražne institucije ili arbitražnog suda, presude, arbitražnog postupka, službenog postupka nad njim ili zastupnikom, izvršenje presude, izvršenje arbitražne presude, prebijanje, zaplena pre izricanja presude, zaplena radi izvršenja na koje on ili njegova imovina mogu imati pravo u bilo kojoj pravnoj radnji ili postupku ili arbitražnom postupku u pogledu ovog sporazuma ili bilo koje od transakcija koje su razmatrane ovim sporazumom.

Bez obzira na odredbe ovog člana 15.5, Zajmoprimac se ne odriče bilo kog imuniteta u pogledu bilo kojih sadašnjih i budućih (i) „prostorija misija” kako je definisano u Bečkoj konvenciji o diplomatskim odnosima, potpisanoj 1961. godine, (ii) „konzularnih prostorija” kako je definisano u Bečkoj konvenciji o konzularnim odnosima, potpisanoj 1963. godine, (iii) imovine kojom se ne može trgovati, (iv) vojne imovine ili vojnih objekata i zgrada, oružja i opreme namenjenih odbrani, državnoj i javnoj bezbednosti, (v) potraživanja čiji je prenos zakonski ograničen, (vi) prirodnih bogatstava, dobara u opštoj upotrebi, mreže u javnoj svojini, vodnog zemljišta i vodnih objekata u javnoj svojini, zaštićenih prirodnih dobara u javnoj svojini i kulturnih dobara u javnoj svojini, (vii) nepokretnosti u javnoj svojini koje, u celini ili delimično, koriste organi Republike Srbije, autonomne pokrajine i jedinice lokalne samouprave za ostvarivanje njihovih prava i dužnosti, (ix) akcija države, autonomne pokrajine i jedinica lokalne samouprave i udela u kompanijama i javnim preduzećima, osim ako se relevantan entitet ne saglasi da da u zalog te akcije i udele, (x) pokretne i nepokretne imovine zdravstvenih institucija osim ako nije uspostavljena hipoteka na osnovu odluke Vlade ili (xi) druge imovine izuzete od izvršenja prema zakonu ili međunarodnim ugovorima.

- 15.6 **Imenovanje zastupnika za prijem sudske dokumentacije u Kini** Ne dovodeći u pitanje opšte odredbe ovog člana 15, Zajmoprimac ovim putem neopozivo imenuje Ambasadu Republike Srbije u Kini kao svog ovlašćenog zastupnika da u njegovo ime primi i potvrdi bilo koji pisani poziv, nalog, odluku ili drugo obaveštenje o pravnim postupcima u Kini, odnosno slaže se da će za svaki spis, poziv, naredbu, odluku ili drugo obaveštenje o pravnom postupku biti dovoljno da budu uručeni napred pomenutom zastupniku na njegovu adresu u Kini, bez obzira da li zastupnik o tome obavesti Zajmoprimca ili ne. Zajmoprimac se obavezuje da će održavati u svakom trenutku osobe ili zastupnike za prijem sudske dokumentacije u Kini u vezi sa ovim sporazumom, i u slučaju da iz bilo kog razloga nadležni zastupnik napred imenovan (ili njegov sledbenik) više ne bude zastupnik Zajmoprimca za prijem sudske dokumentacije, Zajmoprimac će odmah imenovati sledbenika koji će to raditi i o tome obavestiti Zajmoprimca.

Član 16 Stupanje na snagu

- 16.1 **Uslovi za stupanje na snagu** U skladu sa članom 16.2, ovaj sporazum stupa na snagu po ispunjenju sledećih uslova:

(a) Kredit je odobrila kineska Vlada, ukoliko je primenjivo¹;

¹ Када Осигуравајуће друштво које оцењује Кредит, ако износ Кредита (укључујући главницу плус камату) прелази 300.000.000 америчких долара (или његов еквивалент), Кредит мора добити одобрење кинеске Владе.

- (b) da je ovaj sporazum propisno potpisan od strane Zajmodavca i Zajmoprimca;
 - (c) Vlada Republike Srbije je donela Zaključak (i) usvajajući finalni nacrt ovog sporazuma i (ii) ovlašćujući ministra finansija Republike Srbije ili drugo odgovorno lice da zaključi ovaj sporazum u ime i za račun Zajmoprimca;
 - (d) zakon kojim se potvrđuje ovaj sporazum donela je Skupština Republike Srbije i objavljen je u Službenom glasniku Republike Srbije, a rok koji je potreban za stupanje na snagu zakona je protekao;
 - (e) Zaduživanje prema ovom sporazumu je uredno registrovano kod Narodne banke Srbije u skladu sa srpskim zakonom; i
 - (f) premiju osiguranja je Zajmoprimac platio u skladu sa Sporazumom o osiguranju i Osiguravajuće društvo je Zajmoprimcu izdalo dokument o zaduženju.
- 16.2 Datum stupanja na snagu ovog sporazuma je datum koji se navodi u Obrascu 8 (Obaveštenje o stupanju na snagu Sporazuma o zajmu) koji Zajmodavac dostavlja Zajmoprimcu nakon što se u potpunosti ispune svi preduslovi za stupanje na snagu ovog sporazuma.
- 16.3 U slučaju da ovaj sporazum ne stupi na snagu u roku od jedne (1) godine nakon što ga strane potpišu, Zajmodavac ima pravo da ponovo oceni uslove u vezi sa sprovođenjem projekta i korišćenjem Kredita kako bi odlučio da li da nastavi sa izvršenjem sporazuma.

Član 17 Razno

- 17.1 **Bez prenosa** Zajmoprimac ne može ustupiti ili preneti bilo koja od svojih prava i iz ovog sporazuma bez prethodne pisane saglasnosti Zajmodavca.

Zajmodavac uz obaveštenje poslato Zajmoprimcu, može u bilo koje vreme o svom trošku (i pod uslovom da Zajmoprimac neće imati dodatnih ili uvećanih troškova) ustupiti, preneti ili zameniti bilo koja od svojih prava i obaveza po ovom sporazumu zajmodavcu koji je osnovan i ima sedište u bilo kojoj jurisdikciji koja nije Srbija. Zajmoprimac će izvršiti i sprovesti sve takve prenose, ustupanja, uverenja, aktivnosti i stvari koje Zajmodavac može zahtevati da poboljša i obavi prenos takvih prava, pogodnosti i obaveza. Nakon prenosa koji stupi na snagu na ovaj način, Zajmodavac će biti oslobođen obaveza iz Sporazuma u meri u kojoj su one prenete na primaoca istih; i pozivanja u ovom sporazumu na Zajmodavca shodno će se tumačiti kao pozivanja na primaoca zajmodavca ili Zajmodavca. Svi sporazumi, izjave i garancije koje su u ovom sporazumu ostaće i nakon prenosa u skladu sa ovim članom i prilagodiće se u korist svih primalaca zajmodavca, kao i Zajmodavca.

Bez ograničenja na prethodni stav, Zajmoprimac će, u vezi sa bilo kojim ustupanjem/ili prenosom prava i obaveza po ovom sporazumu od strane Zajmodavca, obaviti sve registracije i podnošenja podataka kod NBS u skladu sa srpskim zakonom (i, ako je potrebno, sa bilo kojim drugim nadležnim državnim ili drugim organima) i izvršiti odgovarajuće ispravke identiteta Zajmodavca u aktima o godišnjem budžetu i u evidencijama koje se odnose na ovaj sporazum koje vodi Ministarstvo finansija.

- 17.2 **Bez oslobađanja** Nijedna pritužba ili spor koji proističu iz ili su u vezi sa bilo kojim drugim ugovorom ili sporazumom u vezi sa Projektom neće imati uticaja na obaveze Zajmoprimca prema ovom sporazumu.
- 17.3 **Bez odricanja, pravni lekovi kumulativno** Nikakav propust ili odlaganje Zajmodavca u ostvarivanju bilo kog prava prema ovom sporazumu neće se tumačiti kao odricanje od istog, niti će ostvarenje bilo kog pojedinačnog prava ili njegovo delimično ostvarenje od strane Zajmodavca sprečiti bilo kakvo drugo ili dalje

ostvarenje bilo kog drugog prava. Nijedno odricanje Zajmodavca neće biti na snazi ukoliko nije u pisanoj formi. Prava i pravni lekovi koji su ovde navedeni su kumulativni i ne isključuju nijedno drugo pravo ili lek koji je predviđen zakonom.

- 17.4 **Delimična nezakonitost** Ako bilo kada bilo koja odredba ovog sporazuma postane nezakonita, nevažeća ili nesprovodiva u bilo kojem pogledu prema zakonima bilo koje jurisdikcije, to neće imati uticaja na niti ometati zakonitost, valjanost ili izvršivost bilo koje druge odredbe ovog sporazuma, niti će ometati ili uticati na zakonitost, valjanost ili izvršivost takve odredbe u okviru važećeg zakona bilo koje druge jurisdikcije.
- 17.5 **Promena dokaza nadležnosti** U slučaju bilo kakve promene u pitanjima koja su navedena u dokumentovanim dokazima predviđenim u članu 4.1 stav (a), Zajmoprimac će odmah pismenim putem obavestiti Zajmodavca o takvoj promeni i istovremeno dostaviti Zajmodavcu relevantan dokumentovani dokaz u vezi s takvom promenom, kao i overene primerke potpisa i potvrde o ovlašćenjima osobe/osoba iz takvog promenjenog dokumentovanog dokaza, ukoliko takva promena uključuje zamenu ili dodavanje osobe/osoba iz pomenutog stava (a). Zajmodavac se može osloniti i pozivati na dokumentovane dokaze, overene primerke potpisa i potvrde o ovlašćenjima koje je prethodno primio Zajmodavac sve dok Zajmodavac ne primi obaveštenje od Zajmoprimca o takvoj promeni, kao i relevantne gore pomenute dokumentovane dokaze.
- 17.6 **Izmene i dopune** Svaka izmena i dopuna ili odricanje od bilo koje odredbe ovog sporazuma i svako odricanje od bilo kakvog neispunjenja prema ovom sporazumu biće na snazi samo ako su dati u pisanoj formi i izvršeni u ime ugovorne strane za koju se izmena ili dopuna ili odricanje predlaže.
- 17.7 **Poverljivost** Zajmoprimac drži sve uslove i standarde naknada po ovom sporazumu ili u vezi sa ovim sporazumom strogo poverljivim. Bez prethodne pisane saglasnosti Zajmodavca, Zajmoprimac neće otkriti bilo koju informaciju iz ovog sporazuma ili u vezi sa ovim sporazumom nekoj trećoj strani, osim ako to zahteva važeći zakon.
- 17.8 **Komunikacija** Ako nije drugačije naznačeno u ovom sporazumu, sva obaveštenja, pitanja i druga komunikacija između ugovornih strana šalju se ili vrše preporučenom avionskom poštom (ili faksom koji se odmah potvrđuje preporučenom avionskom poštom) adresiranom na sledeći način:

Adresa Zajmodavca: Kineska Export-Import banka
(na ruke g-dinu Wei Zhenyu)
No. 30, Fu Xing Men Nei Street,
Xicheng District,
Beijing 100031,
P.R.China
Faks: +86-10-8357 9677
Tel: +86-10-8357 9145

Adresa Zajmoprimca: Vlada Republike Srbije
Ministarstvo finansija - Uprava za javni dug
Pop Lukina 7-9, 11000 Beograd, Srbija
(na ruke g-đi Ani Tripović, direktoru)

Faks: +381 11 2629 055

Tel: +381 11 3202 461

ili u svakom slučaju na drugu adresu koju bilo koja ugovorna strana može odrediti pisanim obaveštenjem drugoj ugovornoj strani.

Obaveštenja, zahtevi, pitanja ili druga komunikacija poslata ili izvršena na gore navedeni način preporučenom avionskom poštom smatraće se da je uredno poslata ili izvršena deset (10) dana nakon slanja poštom, a ona poslata ili izvršena faksom i potvrđena registrovanom gore navedenom avionskom poštom, smatraće će se da je uredno uručena ili izvršena kada primalac uredno primi takav faks.

- 17.9 **Upotreba engleskog jezika** Sva dokumenta, informacije i materijali koji treba da se dostave u skladu sa ovim sporazumom biće na engleskom jeziku ili uz njihov overeni prevod na engleski jezik.
- 17.10 **Skraćenica** Ovaj sporazum se može nazivati „Sporazum o zajmu (Zajam za ugovaranje stranog projekta o izgradnji), Br. BLA20210340034” za komunikaciju između Zajmoprimca i Zajmodavca, kao i u relevantnim dokumentima.

POTVRĐUJUĆI GORE NAVEDENO, Zajmoprimac i Zajmodavac, postupajući preko svojih propisno ovlašćenih predstavnika, učinili su da se ovaj sporazum uredno potpiše u dva originala na engleskom jeziku i zaključi u njihovo ime.

KINESKA EXPORT-IMPORT BANKA

Od strane: _____

Ime: Zhang Tianqin, s.r.

Funkcija: Zamenik generalnog direktora
The Sovereign Business Department
Kineska Export-Import banka

REPUBLIKA SRBIJA

KOJU ZASTUPA VLADA REPUBLIKE SRBIJE

POSTUPAJUĆI PREKO MINISTARSTVA FINANSIJA

Od strane: _____

Ime: Siniša Mali, s.r.

Funkcija: Ministar finansija

Obrazac 1 Obaveštenje o početku perioda isplate

Šalje: Kineska Export-Import banka
No. 30, Fu Xing Men Nei Street,
Xi Cheng District
Beijing, 100031,
P.R.China
Faks:
SWIFT:

Tel:

Za: []

Datum:

Poštovani,

U skladu sa članom 4 (*Preduslovi za prvu Isplatu*) Sporazum o zajmu (Zajam za ugovaranje stranog projekta o izgradnji) Br. [] (u daljem tekstu: „Sporazum”) od [] između [] („Zajmoprimac”) i Kineske Export-Import banke („Zajmodavac”), obavestavamo vas o sledećem:

- (a) Svi uslovi navedeni u članu 4 (*Preduslovi za prvu Isplatu*) Sporazuma su ispunjeni [ili se, kao što to može biti slučaj, od njih odustalo]; i
- (b) Period isplate (kao što je definisano Sporazumom) započinje na datum koji je naveden u ovom dopisu.

Kineska Export-Import banka

(Potpis ovlašćenog potpisnika)

Obrazac 2 Zahtev za odobrenje izmena i dopuna Komercijalnog ugovora

(u vezi sa Sporazumom o zajmu (Zajam za ugovaranje stranog projekta o izgradnji)
Br. _____)

Datum: _____

Za: Kineska Export-Import banka
No. 30, Fu Xing Men Nei Street,
Xi Cheng District
Beijing, 100031,
P.R.China
Faks:
SWIFT:

Tel:

N/R: _____

Poštovani:

Molimo pozivanje na Komercijalni ugovor (Br. _____, od _____ između []
(Vlasnik) i _____ (EPC izvođač).

Prilažemo nacrt izmena i dopuna navedenog komercijalnog ugovora od _____.
Predmet izmena i dopuna je sledeći:

Bićemo vam zahvalni ako u što kraćem roku pisanim putem potvrdite svoj pristanak
na predložene izmene i dopune.

S poštovanjem

(ovlašćeni potpisnik)

Obrazac 3 Obaveštenje o povlačenju

Šalje: _____(Zajmoprimac)

Za: Kineska Export-Import banka

No. 30, Fu Xing Men Nei Street,

Xi Cheng District

Beijing, 100031,

P.R.China

Faks:

SWIFT:

Tel:

Datum: _____

Poštovani,

Shodno članu 5 (*Isplata Kredita*) Sporazuma o zajmu (Zajam za ugovaranje stranog projekta o izgradnji) sa brojem Br. _____ (u daljem tekstu: „Sporazum”) od ___ između („Zajmoprimac”) i kineske Export-Import banke („Zajmodavac”), ovim vam dajemo instrukciju i ovlašćujemo vas da izvršite plaćanje, preko računa EPC Izvođača, kako sledi:

Iznos: _____ (valuta: EUR)

Slovima: _____(valuta: EUR)

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

Primalac: _____ (EPC Izvođač)

Banka kod koje se vodi račun: _____ (Ovaj račun otvara EPC Izvođač kod Zajmodavca ili banka koju je Zajmodavac odredio za primanje plaćanja u okviru ili u vezi sa Komercijalnim ugovorom)

Broj računa: _____

Datum plaćanja: _____

Ovo plaćanje se vrši prema _____ Fakturi (Faktura broj.: _____) prema Komercijalnom ugovoru (Ugovor Br.: _____), radi plaćanja _____ (svrha).

Ovlašćujemo vas da zadužite gore pomenuti račun sa iznosom uplate u EUR u skladu sa članom 5 (*Isplata Kredita*) Sporazuma.

Ovim potvrđujemo da će se odmah kada doznačite gore navedeni iznos na račun EPC Izvođača, smatrati da je ova isplata izvršena u skladu sa Sporazumom, a isplaćenim iznosom se momentalno uspostavlja naše odgovarajuće zaduženje prema vašoj strani. Taj iznos otplatićemo vam zajedno sa obračunatom kamatom u skladu sa uslovima i odredbama Sporazuma.

Takođe potvrđujemo da su naše izjave i garancije iz člana 11 (*Izjave i garancije*) Sporazuma i dalje verodostojne i tačne na datum ovog Obaveštenja o povlačenju i da ni jedan događaj iz člana 14 (*Neizvršenje obaveza*) Sporazuma nije nastupio, niti je u toku.

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

Nakon izdavanja, ovo obaveštenje je neopozivo.

_____ (Pun naziv Zajmoprimca)
(Zvanični pečat Zajmoprimca)

(Potpis ovlašćenog potpisnika)

Obrazac 4 Tabela isplata

(u vezi sa Sporazumom o zajmu (Zajam za ugovaranje stranog projekta o izgradnji)
Br. _____)

Datum: _____

Poštovani:

Ovim putem šaljem primerke Tabele isplata (u vezi sa Sporazumom o zajmu (Zajam za ugovaranje stranog projekta o izgradnji) Br. _____).

U slučaju da u vašoj evidenciji utvrdite bilo kakve razlike, odmah nas obavestite putem pošte, teleksa ili faksa.

Ako u roku od _____ dana od datuma ovog pisma ne primimo primedbu od vas, smatraćemo da ste potvrdili sadržaj Tabele i da ste po njemu obavezni.

S poštovanjem,

Kineska Export-Import banka

Prilog: Tabela isplata za _____

(u vezi sa Sporazumom o zajmu (Zajam za ugovaranje stranog projekta o izgradnji)
Br. _____)

Primerak za:

(priložiti uz Obrazac 4)

KINESKA EXPORT-IMPORT BANKA
TABELA ISPLATA

(u vezi sa Sporazumom o zajmu (Zajam za ugovaranje stranog projekta o izgradnji) Br. _____)

(Iznosi izraženi u EUR)

Datum isplate	Isplaćeni iznos	Neizmireni saldo	Napomene
			od prethodnog meseca
Ukupno:			od ovog meseca

Obrazac 6 Pravno mišljenje Ministarstva pravde Zajmoprimca

Za: Kineska Export-Import banka
No. 30, Fu Xing Men Nei Street,
Xi Cheng District
Beijing, 100031,
P.R.China
Faks:
SWIFT:
Tel:

Poštovani:

Ja sam ministar pravde Republike Srbije i podnosim ovo pravno mišljenje u vezi sa Sporazumom o zajmu (Zajam za ugovaranje stranog projekta o izgradnji) od __, (Br. _____, u daljem tekstu: „Sporazum o zajmu”) između kineske Export-Import banke (u daljem tekstu: Zajmodavac) i _____ (Zajmoprimac) (u daljem tekstu: „Zajmoprimac”).

Ako nije drugačije definisano ovde, izrazi definisani u Sporazumu o zajmu imaće ista značenja kada se koriste u ovom mišljenju.

Razmotrili smo i ispitali sve zakone i propise _____ (zemlja Zajmoprimca) koji su relevantni za Sporazum o zajmu i sve takve dokumente, koje smo smatrali potrebnim ili poželjnim za mišljenja u daljem tekstu, uključujući, bez ograničenja, sledeće dokumente:

- (a) Potpisan Sporazum o zajmu;
- (b) ovlašćenje Zajmoprimca od _____ kojim se odobrava i ovlašćuje zaključivanje, dostava i izvršenje Sporazuma o zajmu i bilo koje druge dokumentacije u vezi s tim; i punomoćje koje je izdao Zajmoprimac ovlašćujući g-dina/g-đu _____ da zaključi Sporazum o zajmu u ime Zajmoprimca;
- (c) Ustav Zajmoprimca; i
- (d) druga dokumenta koja smatramo potrebnim za izdavanje našeg pravnog mišljenja.

Dajući ovo mišljenje, pretpostavili smo i ovo mišljenje dajemo na osnovu toga:

- (a) da su svi potpisi, pečati i izvodi originalni i da su svi dokumenti koji su nam dostavljeni kao kopije u skladu sa originalima;
- (b) da je ovo pravno mišljenje ograničeno i dato na osnovu zakona _____ (zemlja Zajmoprimca) do datuma ovog mišljenja. Nismo istraživali i ne izražavamo ili ne impliciramo bilo kakvo mišljenje, zakone bilo koje druge nadležnosti, i pretpostavili smo da nijedan drugi zakon neće uticati na mišljenje izneto u nastavku;

Ovo pravno mišljenje zasniva se na gore navedenim dokumentima na dan njihovog donošenja i za ovu svrhu smo pretpostavili da takvi dokumenti nisu dopunjavani, modifikovani od datuma tih dokumenta. Na osnovu prethodno navedenog, naše mišljenje je sledeće:

1. Zajmoprimac je propisno osnovan i zakonito posluje u skladu sa zakonima _____, (zemlja Zajmoprimca) i ima ovlašćenje, odobrenje i zakonsko pravo da za svoje obaveze odgovara svom svojom imovinom;
2. Zajmoprimac ima puno ovlašćenje, odobrenje i zakonsko pravo na zaključenje i izvršenje svojih obaveza prema Sporazumu o zajmu, i preuzeo je sve neophodne radnje za davanje ovlašćenja za potpisivanje, dostavljanje i izvršenje Sporazuma o zajmu;
3. Sporazum o zajmu je uredno potpisan i dostavljen za i u ime Zajmoprimca od strane _____, koji ima ovlašćenje da to učini;
4. Sporazum o zajmu predstavlja zakonske, važeće i obavezujuće obaveze Zajmoprimca koje se mogu izvršiti u skladu sa njegovim uslovima;
5. Potpisivanje, dostavljanje i izvršenje Sporazuma o zajmu od strane Zajmoprimca ne predstavljaju povredu, niti su u suprotnosti sa bilo kojom odredbom bilo kog zakona ili propisa _____ (zemlja Zajmoprimca);
6. Sve Vladine dozvole, saglasnosti i odobrenja koje zahtevaju zakoni _____ (zemlja Zajmoprimca) za potpisivanje, isporuku i izvršenje Sporazuma o zajmu uredno su pribavljeni, izvršeni i kompletirani i u potpunosti su na snazi i proizvode pravno dejstvo, uključujući plaćanja u stranoj valuti na osnovu Sporazuma o zajmu i prihvatljivost Sporazuma o zajmu kao dokaza u sudovima _____ (zemlja Zajmoprimca);
7. Nema zadržavanja u pogledu bilo kog plaćanja koje Zajmoprimac vrši

Zajmodavcu prema Sporazumu o zajmu;

8. Zajmoprimac i Zajmodavac ne plaćaju naknadu za registraciju, dokumentovanje ili sličnu taksu u vezi sa Sporazumom o zajmu;
9. Obaveze plaćanja Zajmoprimca po Sporazumu o zajmu jesu i biće direktne, bezuslovne i opšte obaveze Zajmoprimca i rangiraju se najmanje pari passu sa svim ostalim neobezbeđenim i nepodređenim zaduženjima, osim onih koji imaju obavezan prioritet u skladu sa zakonom;
10. Potpisivanje i izvršenje Sporazuma o zajmu od strane Zajmoprimca predstavljaju komercijalne radnje a ne radnje Vlade, a ni Zajmoprimac niti bilo koje njegovo vlasništvo ili imovina ne uživaju bilo kakvo pravo na imunitet po osnovu suvereniteta od arbitražnog postupka, tužbe, izvršenja ili bilo kog drugog pravnog procesa koji se odnosi na Sporazum o zajmu;
11. Opređenje za kinesko pravo kao merodavno za Sporazum o zajmu je punovažan izbor merodavnog prava. Neopozivo imenovanje zastupnika za prijem sudske dokumentacije od strane Zajmoprimca je važeće i obavezujuće za Zajmoprimca;
12. Podnošenje bilo kog spora proisteklog iz ili u vezi sa Sporazumom o zajmu od strane Zajmoprimca na isključivu nadležnost Kineskoj komisiji za međunarodnu privrednu i trgovinsku arbitražu prema Sporazumu o zajmu nije u suprotnosti sa bilo kojim zakonom _____ (zemlja Zajmoprimca);
13. Konačna i izvršna presuda/bilo kakva arbitražna presuda protiv Zajmoprimca u bilo kom takvom pravnom postupku bila bi priznata i izvršiva od strane sudova _____ (zemlja Zajmoprimca);
14. Svaka presuda u sudovima _____ (zemlja Zajmoprimca) u vezi sa zahtevom koji je podnet u vezi sa Sporazumom o zajmu, može se izraziti u EUR;
i
15. Zajmodavac nije i neće biti smatran za lice sa boravištem, prebivalištem ili sedištem u _____ (zemlja Zajmoprimca) samo za potrebe potpisivanja, dostavljanja, realizacije i/ili izvršenja Sporazuma o zajmu.

Iako je ovo mišljenje od dana _____ možete se i dalje oslanjati na ovde izneto mišljenje, sve do isplate svih iznosa u skladu sa Sporazumom o zajmu, osim ako vas pisanim putem ne obavestimo o bilo kojoj izmeni u bilo kom mišljenju iznetom u ovom dokumentu.

POTVRĐUJUĆI GORE NAVEDENO, ja dole navedeni potpisujem dana _____.

S poštovanjem,
Ime i prezime:

Obrazac 7-1 Neopoziva punomoć

(Imenovanje Zastupnika Zajmoprimca za prijem sudske dokumentacije)

Datum: _____

Poštovani:

Obraćamo vam se u vezi sa Sporazumom o zajmu (Zajam za ugovaranje stranog projekta o izgradnji) od _____ (Br. _____, u daljem tekstu: „Sporazum”). Po Sporazumu ovim Vas imenujemo za našeg zastupnika, isključivo za potrebe prijema za naš račun i u naše ime sudske dokumentacije od Kineske komisije za međunarodnu privrednu i trgovinsku arbitražu u vezi sa bilo kojom tužbom ili postupkom koji proisteknu iz ili u vezi sa ovim sporazumom. Potvrđujemo da ćemo vam u najkraćem roku obezbediti verodostojne i tačne primerke Sporazuma i svih relevantnih predmetnih dokumenata. Takođe, potvrđujemo da su vaše obaveze, u svojstvu našeg zastupnika, ograničene isključivo na one koje su navedene u donjim stavovima, i da će sve ostale usluge biti neophodne samo na naš konkretan zahtev i u zavisnosti sa vašom saglasnošću. Vaše obaveze su sledeće:

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

Prima:

Tel:

Teleks:

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

- (b) da nam bez odlaganja prosledite (u meri u kojoj je to pravoaljšano i moguće) obaveštenje o prijemu teleksa na teleks broj _____ ili na neki

drugi broj teleksa o čemu vas možemo obavestiti u skladu sa stavom (a) gore; i

(c) da obavljate dužnosti Zastupnika za prijem pismena u skladu sa Sporazumom.

Molimo vas da potvrdite svoje prihvatanje ovog imenovanja i svoju saglasnost pošaljete Zajmodavcu.

S poštovanjem,

Ime i prezime:

Funkcija:

Obrazac 7-2 Saglasnost Zastupnika Zajmoprimca za prijem sudske dokumentacije u Kini

Datum: _____

Šalje: Kineska Export-Import banka
No. 30, Fu Xing Men Nei Street,
Xi Cheng District
Beijing, 100031,
P.R.China
Faks:
SWIFT:

Tel:

Poštovani:

Pozivamo se na Sporazum o zajmu (Zajam za ugovaranje stranog projekta o izgradnji) od _____ (Br. _____, u daljem tekstu: „Sporazum”) između kineske Export-Import banke (u daljem tekstu: Zajmodavac) i _____ (u daljem tekstu: Zajmoprimac).

U skladu sa Sporazumom, postignutim u pismu od _____, Zajmoprimac je dole potpisanog (sa kancelarijom na dan ovog datuma u _____) imenovao za zastupnika za prijem sudske dokumentacije u Kini, da u njegovo ime i u svojstvu uslužne službe primi original ili kopiju poziva i žalbe i bilo koji drugi sudski dokument koji se može uručiti za sudske sporove ili druge postupke pred Kineskom komisijom za međunarodnu ekonomsku i trgovinsku arbitražu koji proisteknu iz ili u vezi sa Sporazumom.

Dole potpisani prihvataju takvo imenovanje zastupnika za prijem sudske dokumentacije u Kini i na osnovu toga:

- (1) dole potpisani neće ukinuti dole potpisanu agenciju kao zastupnika za prijem sudske dokumentacije u Kini izuzev ako Zajmoprimac ne imenuje sledbenika za zastupnika za prijem sudske dokumentacije u Kini koji je prihvatljiv za Zajmodavca;
- (2) sva prepiska sa dole potpisanim biće obeležena na ruke „Licu ovlašćenom za prijem pismena/Predmet: Prijem pismena”;
- (3) dole potpisani će imati kancelariju u Pekingu, Kina, sve dok se sledbenik zastupnika za prijem sudske dokumentacije u Kini ne imenuje u skladu sa Sporazumom i odmah obavesti o svakoj promeni adrese dole potpisanog;
- (4) dole potpisani će obavljati svoje dužnosti kao Zastupnik za prijem sudske dokumentacije u Kini u skladu sa Neopozivom punomoći;
- (5) dole potpisani će odmah proslediti Zajmoprimcu na njegovu adresu navedenu u Neopozivoj punomoći original ili kopiju bilo kojeg poziva, žalbe i drugog postupka koji dole potpisani primi u vezi sa svojim imenovanjem kao Zastupnika za prijem sudske dokumentacije u Kini.

U skladu sa gore navedenim stavom, ovo prihvatanje obavezuje dole potpisanog i sve sledbenike dole potpisanog, uključujući sva lica koja dalje deluju u svojstvu dole potpisanog ili su na drugi način odgovorna za funkciju dole potpisanog.

S poštovanjem,

Ime i prezime:

Funkcija:

Obrazac 8 Obaveštenje o stupanju na snagu Sporazuma o zajmu

Šalje: Kineska Export-Import banka

No. 30, Fu Xing Men Nei Street,

Xi Cheng District

Beijing, 100031,

P.R.China

Faks:

SWIFT:

Tel:

Za: _____ (Zajmoprimac)

Datum: _____

Poštovani,

U skladu sa članom 16 (*Stupanje na snagu*) Sporazuma o zajmu (Zajam za ugovaranje stranog projekta o izgradnji) Br. [] (u daljem tekstu: „Sporazum”) od [] između [] („Zajmoprimac”) i kineske Export-Import banke („Zajmodavac”), obaveštavamo vas o sledećem:

- (a) Svi uslovi navedeni u členu 16.1 (*Uslov stupanja na snagu*) Sporazuma su ispunjeni;
- (b) Sporazum stupa na snagu od dana navedenog u ovom dokumentu.

Kineska Export-Import banka

(Potpis ovlašćenog potpisnika)

Član 3.

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