

Z A K O N

O POTVRĐIVANJU UGOVORA O ZAJMU ZA KREDIT ZA POVLAŠĆENOG KUPCA ZA PROJEKAT IZGRADNJE BRZE SAOBRAĆAJNICE NOVI SAD – RUMA („FRUŠKOGORSKI KORIDOR”) IZMEĐU VLADE REPUBLIKE SRBIJE KOJU PREDSTAVLJA MINISTARSTVO FINANSIJA KAO ZAJMOPRIMCA I KINESKE EXPORT-IMPORT BANKE KAO ZAJMODAVCA

Član 1.

Potvrđuje se Ugovor o zajmu za kredit za povlašćenog kupca za Projekat izgradnje brze saobraćajnice Novi Sad – Ruma („Fruškogorski koridor”) između Vlade Republike Srbije koju predstavlja Ministarstvo finansija kao Zajmoprimca i kineske Export-Import banke kao Zajmodavca, koji je potpisan 26. januara 2022. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Ugovora o zajmu za kredit za povlašćenog kupca za Projekat izgradnje brze saobraćajnice Novi Sad – Ruma („Fruškogorski koridor”) između Vlade Republike Srbije koju predstavlja Ministarstvo finansija kao Zajmoprimca i kineske Export-Import banke kao Zajmodavca, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

PREFERENTIAL BUYER CREDIT LOAN AGREEMENT

**On Construction of the Fast Road Novi Sad- Ruma
("Fruškogorski Corridor") Project**

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF SERBIA
REPRESENTED BY THE MINISTRY OF FINANCE**

as Borrower

AND

THE EXPORT-IMPORT BANK OF CHINA

as Lender

DATED January 26, 2022

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THIS PREFERENTIAL BUYER CREDIT LOAN AGREEMENT

(the "Agreement") is made on the day of January 26, 2022 (*date*)

BETWEEN

The Government of the Republic of Serbia (hereinafter referred to as the "**Borrower**"), represented by the Ministry of Finance, having its office at 20 Kneza Milosa Street, 11000, Belgrade, Serbia;

AND

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

WHEREAS:

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

(B) The Borrower has requested that the Lender make available a loan facility of up to US Dollar Six Hundred and Eight Million and Three Hundred Eighty Four Thousand and Six Hundred Ten only (US\$ 608,384,610.00) to the Borrower for the financing needs under the Commercial Contract (as defined in Article 1), and;

(C) Republic of Serbia, represented by the Government of the Republic of Serbia, on behalf of the Ministry of Construction, Transport and Infrastructure (hereinafter referred to as the "**Financer**") and Public Enterprise "Roads of Serbia" (hereinafter referred to as the "**Investor**") and Koridori Srbije d.o.o (hereinafter referred to as the "**Employer**") and China Road and Bridge Corporation (hereinafter referred to as the "**Contractor**") have entered into on **6th of October 2020** the Commercial Contract on Design and Execution of Works on Construction of the Fast Road – IB Category State Road No. 21 Novi Sad – Ruma ("Fruškogorski Corridor") Project (hereinafter referred to as the "**Commercial Contract**") with the contract number 48-00-7081/2020-3 for the purpose of the implementation of the Project (as defined in Article 1).

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

ARTICLE 1 DEFINITIONS

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

- 1.1 “**Account Bank of the Lender**” means the Export-Import Bank of China.
- 1.2 “**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.
- 1.3 “**Agreement**” means this preferential buyer credit loan agreement and its appendices and any amendment to such agreement and its appendices from time to time upon the written consent of the parties.
- 1.4 “**Availability Period**” means the period commencing on the date specified in the Notice of Commencement of Availability Period and ending on the earliest of (a) the date falling 60 months thereafter; (b) the date on which the Facility is fully disbursed, cancelled or terminated hereunder; and (c) any date mutually agreed upon in writing by the Lender and the Borrower;
- 1.5 “**Banking Day**” means a day on which banks are open for ordinary banking business in Beijing and Belgrade, including Saturdays and Sundays on which banks are open for business as required by the provisional regulations of China and Serbia, but excluding the legal festivals and holidays of China and Serbia and Saturdays and Sundays falling out of the aforesaid regulations.
- 1.6 “**China**” means the People’s Republic of China.
- 1.7 “**Commitment Fee**” means the fees calculated and paid in accordance with Article 2.2 and Article 2.7.
- 1.8 “**Commercial Contract**” means, the Commercial Contract on Design and Execution of Works on Construction of the Fast Road – IB Category State Road No. 21 Novi Sad – Ruma (“Fruškogorski Corridor”) Project with the contract number 48-

00-7081/2020-3 for the purpose of the implementation of the Project entered by and between Republic of Serbia, represented by the Government of the Republic of Serbia, on behalf of the Ministry of Construction, Transport and Infrastructure as the “**Financer**” and Public Enterprise “Roads of Serbia” as the “**Investor**” and Koridori Srbije d.o.o as the “**Employer**” and China Road and Bridge Corporation as the “**Contractor**” on **6th of October 2020** with the total amount of US Dollar Seven Hundred Fifteen Million and Seven Hundred Forty Six Thousand and Six Hundred only (US\$715,746,600.00).

1.9 “**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;

1.10 “**Disbursement**” means the advance of the Facility made in accordance with Article 3 of this Agreement.

1.11 “**End-User**” means the Government of the Republic of Serbia represented by the Ministry of Construction, Transport and Infrastructure, as the Financier in accordance with the Commercial Contract and Public Enterprise “Roads of Serbia”, as the Investor in accordance with the Commercial Contract and Koridori Srbije d.o.o, as the Employer in accordance with the Commercial Contract, which ultimately utilize the Facility.

1.12 “**Engineer**” means a person or a group appointed by the End-User to act for control of the execution of the duties foreseen by the Commercial Contract.

1.13 “**Event of Default**” means any event or circumstance specified as such in Article 7.

1.14 “**Facility**” has the meaning set forth in Article 2.1.

1.15 “**Final Repayment Date**” means the date on which the Maturity Period expires.

1.16 “**First Repayment Date**” means the first repayment date of principal and interest after the maturity of the Grace Period.

1.17 “**Grace Period**” means the period commencing on the date specified in the

Notice of Commencement of Availability Period and ending on the date 60 months thereafter, during which period only the interest and no principal is payable by the Borrower to the Lender. The Grace Period includes the Availability Period.

1.18 “**Interest Payment Date**” means the 15th of May and the 15th of November in each calendar year and the Final Repayment Date.

1.19 “**Irrevocable Notice of Drawdown**” means the notice issued in the form set out in Appendix 5 attached hereto.

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

1.21 “**Management Fee**” means the fees calculated and paid in accordance with Article 2.2 and Article 2.6.

1.22 “**Maturity Period**” means the period commencing on the date specified in the Notice of Commencement of Availability Period and ending on the date falling 240 months thereafter, including the Grace Period and the Repayment Period.

1.23 “**Notice of Commencement of Availability Period**” means a written notice in the form set forth in Appendix 10 attached hereto, in which the commencement date of Availability Period shall be specified;

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

1.25 “**Project**” means Construction of the Fast Road Novi Sad – Ruma (“Fruškogorski Corridor”) Project.

1.26 “**Borrower’s Country**” refers to the country where the Borrower is located, i.e., the Republic of Serbia.

1.27 “**Relevant Parties**” means the parties to the Commercial Contract, any parties relevant to the Project.

1.28 “**Repayment Date of Principal and Interest**” means each Interest Payment Date and the Final Repayment Date.

1.29 “**Repayment Period**” means the period commencing on date on which the Grace Period expires and ending on the Final Repayment Date.

1.30 “**Repayment Schedule**” means the schedule showing the dates and amounts of repayments of the Loan set forth in Appendix 11 attached hereto.

1.31 “**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, any person relevant to performance of the Loan and Relevant Parties.

1.32 “**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.

1.33 “**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.

1.34 “Section 1” has the meaning as assigned in Article 12 of Commercial Contract.

1.35 “Section 2” has the meaning as assigned in Article 12 of Commercial Contract.

1.36 “Section 3” has the meaning as assigned in Article 12 of Commercial Contract.

1.37 “Section 4” has the meaning as assigned in Article 12 of Commercial Contract.

1.38 “**US Dollar**” or “**US\$**” means the lawful currency for the time being of the United States of America.

ARTICLE 2 CONDITIONS AND UTILIZATION OF THE FACILITY

2.1 Subject to the terms and conditions of this Agreement, the Lender hereby agrees to make available to the Borrower a loan facility (hereinafter referred to as the “Facility”) in an aggregate principal amount not exceeding US Dollar Six Hundred and Eight Million and Three Hundred Eighty Four Thousand and Six Hundred Ten only (US\$ 608,384,610.00).

2.2 The rate of interest applicable to the Loan shall be three percent (3%) per annum. The rate applicable to the Management Fee shall be zero-point five percent (0.5%). The rate applicable to the Commitment Fee shall be zero-point five percent (0.5%) per annum.

2.3 The Maturity Period for the Facility shall be 240 months, starting from the date of the Notice of Commencement of Availability Period to the Final Repayment Date, among which the Grace Period shall be 60 months and the Repayment Period shall be 180 months.

2.4 The entire proceeds of the Facility shall be applied by the Borrower for the sole purpose of the payment of approximately eighty five percent (85%) of the Commercial Contract amount, and not be used for payment of brokerage fees, agency fees or commission.

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

2.6 The Borrower shall pay to the Lender a Management Fee on the aggregate amount of the Facility equal to US Dollar Three Million and Forty One Thousand and Nine Hundred Twenty Three and Five Cent (US\$3,041,923.05) in one lump within thirty (30) days after this Agreement becomes effective but not later than the first Disbursement Date in any case, which amount shall be calculated at the rate set forth in Article 2.2. The Management Fee shall be paid to the account designated in Article 4.4.

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

ARTICLE 3 DISBURSEMENT OF THE FACILITY

3.1 The first disbursement is subject to the satisfaction of the conditions precedent set out in Appendix 1 attached hereto (or such conditions precedents have been waived by the Lender in writing). After all the conditions stipulated in Appendix 1 have been fulfilled to the satisfaction of the Lender, the Lender shall issue a Notice of Commencement of Availability Period to the Borrower.

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

3.3 The Availability Period may be extended, provided that an application for such extension is submitted by the Borrower to the Lender thirty (30) days prior to the end of the Availability Period and such application is approved by the Lender. In any

event, the Availability Period shall not exceed the Grace Period unless both Lender and Borrower reach consensus and sign amendment agreement. Any portion of the Facility undrawn at the end of the Availability Period or the extension thereof shall be automatically canceled. Before the end of the Availability Period, the Borrower shall not, without the consent of the Lender, cancel all or any part of the undrawn Facility.

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

3.5 Subject to conditions in Article 3.1 and 3.2 and other terms and conditions of this Agreement, the Borrower shall issue, during the Availability Period, an Irrevocable Notice of Drawdown via courier to the Lender and instruct the Lender to make the Disbursement, via the Borrower's Account (as defined in Article 4.5), into:

- (a) the account opened by the Chinese Contractor with the Lender for the purpose of the Commercial Contract:
Payee: China Road and Bridge Corporation
Opening Bank: The Export-Import of China
Account No.:1360000100000956204

- (b) Or,

such other account confirmed by Contractor in written form and designated in any agreement made in writing entered into by the Borrower and the Lender 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".

3.6 Forthwith upon the allocation of the disbursement to the Borrower's Account, the Lender shall be deemed as having completed its disbursement obligation under this Agreement and such disbursement shall become the indebtedness of the Borrower. The Borrower shall repay to the Lender the principal amount drawn and

outstanding under the Facility together with any interest accrued thereon in accordance with this Agreement.

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

ARTICLE 4 REPAYMENT OF PRINCIPAL AND PAYMENT OF INTEREST

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

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

4.3 All the principal amount drawn under this Agreement shall be repaid to the Lender by 30 equal installments on each Repayment Date of Principal and Interest within the Repayment Period and the Final Repayment Date in accordance with the Repayment Schedule as Appendix 11 sent by the Lender to the Borrower after the expiration of the Availability Period.

4.4

4.4.1 Any payments or repayments made by the Borrower under this Agreement shall be remitted to the:

(a) the account of the Lender as following:

For USD payment/repayment

Payee: The Export-Import Bank of China (EIBCCNBJXXX)

Opening Bank: Bank of China New York Branch

Swift Code: BKCHUS33

Account No.: 01000130;

For EUR payment/repayment
Payee: The Export-Import Bank of China (EIBCCNBJXXX)
Open Bank: Bank of China Frankfurt Branch
Swift Code: BKCHDEFF
Account No.: 1083002004

(b) Or,

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) and (b) is hereinafter referred to as the "Repayment Account". And such payment shall be made with a message that such payment is made for "[Construction of the Fast Road Novi Sad – Ruma ("Fruškogorski Corridor") Project] Loan Agreement, PBC (2021) NO.23 TOTAL NO. (528)".

4.4.2 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. Any repayment/payment shall only be considered as completed when the Lender deducts the corresponding amount from the Repayment Account.

4.5 The Lender shall open and maintain on its book a lending account for the Borrower entitled "The Government of the Republic of Serbia Account on Construction of the Fast Road Novi Sad – Ruma ("Fruškogorski Corridor") Project (name of the Project)" (hereinafter referred to as the "**Borrower's Account**") to record the amount owing or repaid or paid by the Borrower. The amount of the Facility recorded as drawn and outstanding in the Borrower's Account shall be the evidence of the Borrower's indebtedness owed to the Lender and shall be binding on the Borrower in the absence of manifest error.

4.6 For the avoidance of doubt, the Borrower's Account may only be amended by

amendment to this Agreement made in writing and entered into by and between the Lender and the Borrower.

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

4.8 The Borrower may prepay the principal amount drawn and outstanding under the Facility by giving the Lender a 30 days' prior written notice, and such prepayment shall be subject to the consent of the Lender. At the time of prepayment, the Borrower shall also pay to the Lender all interest accrued on the prepaid principal in accordance with Article 4.2 up to the date of prepayment. Any prepayment made pursuant to this Article shall reduce the amount of the repayment installments in inverse order of maturity.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES BY THE BORROWER

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

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

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

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

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

under this Agreement.

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

5.6 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.

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

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

ARTICLE 6 SPECIAL COVENANTS

6.1 The Borrower hereby covenants to the Lender that the obligations and liabilities of the Borrower under this Agreement are direct, unconditional and general obligations and rank and will rank at least pari passu in right of payment and security with all other present or future unsecured and unsubordinated indebtedness (both actual and contingent) of the Borrower. Any preference or priority granted by the Borrower to such indebtedness shall be forthwith applicable to this Agreement

without prior request from the Lender.

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

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

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

6.5 The Borrower will 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. However, the Borrower's failure to include corresponding allocation in its budget shall not in any way reduce or affect its obligations under this Agreement or to be used as a defense for the failure to make any payment due under the Loan Agreement.

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

- (1) The Borrower shall submit to the Lender semi-annually during the Maturity Period reports on the actual progress and operation status of the Project and the utilization of the disbursed Facility proceeds.
- (2) The Borrower shall supply to the Lender any other information pertaining to the performance of this Agreement at any time reasonably requested by the Lender.

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

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

- (1) any material decision, change, accident and other significant facts pertaining to the Project or the Borrower;
- (2) any change of the authorized persons and the specimen of their signatures involved in the drawdown of the Facility under this Agreement;
- (3) any change of the communication address of the Borrower specified in Article 8.8;
- (4) the occurrence of any Event of Default specified in Article 7;
- (5) any significant amendment or supplement to the Commercial Contract;

6.9 The Borrower is obliged to notify the Lender, without delay, upon becoming aware of the occurrence of any event or dispute which may limit, restrict, interfere with or otherwise adversely affect the performance by any party of its obligations under the Commercial Contract, including but not limited to any event or dispute in connection with:

- (1) taxation; and
- (2) any party's failure to timely perform its relevant obligations under such Commercial Contract.

To ensure the due performance of the Commercial Contract, the Borrower shall promptly do all such acts and coordinate with relevant parties to remedy and minimize the impact arising out of such aforementioned event or dispute.

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

6.11 The Borrower undertakes with the Lender that at the request of the Lender, the Borrower will provide the Lender within six months of completion of the Project

with the Project completion summary report and provide within the period as required by the Lender 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.

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

6.13 The Borrower undertakes with the Lender that the Borrower will and will ensure that any other Obligor Party 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.

6.14 The Borrower undertakes with the Lender that the Borrower will not 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.

6.15 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 Loans, 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 Loans, together with accrued interest and all other amounts accrued, from any account of the Borrower (denominated in any currency) opened with the Lender, the Agent 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 7 EVENTS OF DEFAULT

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

- (1) The Borrower, for any reason, fails to pay any due and payable principal, interest, Commitment Fee, Management Fee or other sums in accordance with the provisions hereof unless such payment is made within 30 days of its due date;
- (2) Any representation and warranty made by the Borrower in Article 5, Article 6 or other Articles of this Agreement, or any certificate, document and material submitted and delivered by the Borrower pursuant to this Agreement proves to have been untrue or incorrect in any material respect ;
- (3) The Borrower fails to punctually perform any of its other obligations under this Agreement or is in breach of any of its covenants and undertakings made under this Agreement, and does not remedy such breach to the satisfaction of the Lender within 30 days after receipt of written notice from the Lender requiring it to do so;
- (4) Any other event which constitutes a default of the Borrower occurs in respect of any other agreement involving the borrowing of money or any guarantee between the Borrower and any other banks or financial institutions;
- (5) Significant changes have occurred with respect to the Project or the Borrower, either of which, in the opinion of the Lender, may have material adverse effect on the ability of the Borrower to perform its obligations under this Agreement;
- (6) The Borrower stops or suspends repayment to its creditors generally;
- (7) any other events or circumstances, in the reasonable judgment of

the Lender, that can be deemed as the credit deterioration of the Borrower or may jeopardize the Loan or any rights of the Lender under this Agreement.

7.2 Upon the occurrence of any of the aforesaid Event of Default and at any time 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;
- (b) cancel the Facility unutilized by the Borrower or declare the Facility terminated without giving prior notice whereupon the obligation of the Lender to make further Disbursement hereunder shall immediately cease; and
- (c) enforce its rights under the Guarantee/Mortgage/Pledge (if applicable).

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

ARTICLE 8 MISCELLANEOUS

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

- 8.2 Without prior written consent of the Lender, the Borrower may not assign or transfer all or any part of its rights or obligations hereunder in any form to any third party. The Lender is entitled to assign or transfer all or any part of its rights, interests and obligations hereunder to a third party with notice to the Borrower. The Borrower shall sign all such documents and do necessary acts and things as the Lender may reasonably require for the purpose of perfecting and completing any such assignment and transfer, provided that any costs incurred by the Borrower in connection therewith shall be borne by the Lender.
- 8.3 This Agreement is legally independent of the relevant Commercial Contract. Any claims or disputes arising out of the Commercial Contract shall not affect the obligations of the Borrower under this Agreement.
- 8.4 This Agreement as well as the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of China.
- 8.5 Any dispute arising out of or in connection with this Agreement shall be resolved through friendly consultation. If no settlement can be reached through such consultation, each party shall have the right to submit such dispute to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The arbitration shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award shall be final and binding upon both parties. The arbitration shall take place in Beijing.
- 8.6 The Borrower hereby irrevocably designates Embassy of the Republic of Serbia in China with its address at San Li Tun Dong 6 Jie 1, Beijing, China as its authorized agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or other legal documents in China. If for any reason the agent named above (or its successor) no longer serves as agent of the Borrower to receive legal documents as aforesaid, the Borrower shall promptly designate a successor agent satisfactory to the Lender. The Borrower hereby agrees that, any such legal documents shall be sufficiently served on it if delivered to the agent for service at its address for the time being in Beijing, whether or not such agent gives notice thereof to the Borrower.

8.7 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.

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

To the Lender: Sovereign Business Department
(Concessional Loan Department)
The Export-Import Bank of China
No. 30, Fu Xing Men Nei Street, Xicheng District,
Beijing, 100031
People's Republic of China
Fax No.: +86-10-66086308
Telephone: +86-10-83579143
Contact Person: Mr. Mao Haoyu

To the Borrower: Public Debt Administration
Ministry of Finance
Government of the Republic of Serbia
Pop Lukina 7-9, 11000 Belgrade, Serbia
Fax No.: + 381 11 2629 055
Telephone: + 381 11 3202 461
Contact Person: Ms. Ana Tripović, Director

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

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

- 8.9 This Agreement shall be signed in the English language. The notes and other written documents delivered between the Borrower and the Lender under this Agreement shall all be written in English.
- 8.10 Unless otherwise provided, no failure or delay by the Lender in exercising any of its rights, power or privilege under this Agreement shall impair such right, power or privilege or operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege in accordance with applicable laws.
- 8.11 The appendices to this Agreement shall be deemed as an integral part of this Agreement and have the same legal effect as this Agreement.
- 8.12 Matters not covered in this Agreement shall be settled through friendly consultation and signing of supplementary agreements between the Borrower and the Lender.

ARTICLE 9 CONDITIONS TO EFFECTIVENESS

- 9.1 This Agreement shall become effective upon the satisfaction of the following conditions:
- (1) This Agreement has been duly signed by the Lender and the Borrower;
 - (2) The Lender has received copies of the approval issued by the relevant authorities of the Borrower's Country approving the borrowing by the Borrower hereunder;
 - (3) Document evidencing the establishment of designated team by End-User specifically responsible for supervision and urge of the effectiveness of this Agreement and on-time completion of project design, permit approval process.
- 9.2 The effective date of this Agreement shall be the date specified in the Notice of Effectiveness of Loan Agreement sent by the Lender to the Borrower after all the conditions precedent to the effectiveness of this Agreement have been fully satisfied.

- 9.3 In the event that this Agreement fails to become effective within one year after signing by the parties, the Lender shall have the right to re-evaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.
- 9.4 This Agreement shall be made in two counterparts with equal legal effect.

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

<p>Signed by: _____</p> <p>Name: Mr. Siniša Mali</p> <p>Title: Minister of Finance</p> <p>on behalf of</p> <p>The Government of the Republic of Serbia</p>	<p>Signed by : _____</p> <p>Name: Ms. Zhang Tianqin</p> <p>Title: Deputy General Manager Sovereign Business Department (Connsessional Loan Department)</p> <p>on behalf of</p> <p>The Export-Import Bank of China</p>
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Appendices:

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

Appendix 1
Conditions Precedent to the First Disbursement

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

- (1) Copy of this Agreement which has been duly signed by all parties thereto respectively and have become effective;
- (2) Certified true copies of the Commercial Contract and other relevant documents in connection therewith acceptable to the Lender which have been duly signed by all parties thereto and have become effective;
- (3) Drawdown schedule submitted by the Borrower which has been recognized and accepted by the Lender;
- (4) The authorization of the Borrower, by which the Borrower authorizes one or more representatives to sign this Agreement, Irrevocable Notice of Drawdown and any other documents in relation to this Agreement, and the signature specimen of such authorized representatives.
- (5) Document(s) evidencing that the funds under the Project other than the Facility under this Agreement has been raised as planned;
- (6) Certified true copies of any and all documents evidencing that the End-User has made payment to the Contractor, without utilizing the proceeds of the Loan, prior to first disbursement (hereinafter referred to as the "Self-raised Fund"), so that after such disbursement, the ratio of the aggregate Self-raised Fund to the Loan shall not be lower than 15:85;
- (7) If applicable, certified true copies of all filing, registration and record of this Agreement and any other documents with any governmental agency, court, public office or other authority required under the laws and regulations of the Borrower's country to ensure the validity, legality and enforceability of such documents;

(8) Certified true copies of any and all documents which could evidence that the Management Fee and Commitment Fee payable hereunder have been paid by the Borrower to the Lender in accordance with the provisions of Article 2.6 and Article 2.7;

(9) An original Irrevocable Notice of Drawdown in the form set out in Appendix 5 attached hereto duly signed by the authorized signatory of the Borrower and affixed with the official stamp of the Borrower, and sent by courier or authenticated SWIFT not later than the tenth (10th) Banking Day prior to the date on which the drawdown is scheduled to be made; such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;

(10) Legal opinion in the form and substance set forth in Appendix 6 or in the form and substance otherwise approved by the Lender in writing issued by the Ministry of Justice or other governmental institutions with the similar authority of the Borrower's Country in connection with the transactions contemplated hereunder;

(11) The irrevocable power of attorney to the process agent by the Borrower named in Article 8.6 in the form set forth in Appendix 7 or in the form and substance otherwise approved by the Lender in writing and the written confirmation of acceptance of appointment by such process agent in the form of Appendix 8 or in the form and substance otherwise approved by the Lender in writing;

(12) Commitment Letter issued by End-User to promise the relevant project design, permit approval will be completed on time in accordance with Commercial Contract and progress of construction work;.

(13) Time Schedule issued by End-User regarding the land expropriation and demolition for Section 3, Section 1 and Section 4 of the Project;

(14) Certified true copies of the Engineer contract which has been duly signed with the Engineer;

(15) Certified true copies of the major design and construction subcontracts in full form and substance acceptable to the Lender which have been duly signed by the Contractor and relevant subcontractors;

(16) Contractor establishes and submits detailed regulation for subcontractor

management;

(17) Document evidencing the conditions set in Article 53 of Commercial Contract for Commencement of Service and Works on section 2 of the Project have been fully met, and Contractor confirms in written form that the status of land expropriation and demolition of Section 2 of the Project satisfies the requirements of construction work;

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

After all the above conditions have been fulfilled to the satisfaction of the Lender, the Lender shall issue a Notice of Commencement of Availability Period to the Borrower.

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

Appendix 2

Conditions Precedent for Each Disbursement after the First Disbursement

1.1 For each disbursement after the first disbursement hereunder, the Lender shall not be obliged to make any such disbursement to the Borrower, unless the Borrower has fulfilled the following conditions and the Lender has received the following documents to its satisfaction:

(1) An original Irrevocable Notice of Drawdown in the form set out in Appendix 5 attached hereto duly signed by the authorized signatory of the Borrower and affixed with the official stamp of the Borrower, and sent by courier not later than the tenth (10th) Banking Day prior to the date on which the drawdown is scheduled to be made; such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;

(2) No Event of Default has occurred (or will likely to occur as a result of the drawdown being made) under this Agreement;

(3) All representations, warranties, and undertakings made by the Borrower hereunder shall be true and correct as at the date such drawdown is scheduled to be made with reference to the facts and circumstances then subsisting;

(4) The Borrower has paid the interest due and payable under this Agreement in accordance with Article 4;

(5) The Borrower has paid the Commitment Fee due and payable under this Agreement in accordance with Article 2.7;

(6) Certified true copies of documents evidencing that the End-User has made sufficient payment to the Contractor, without utilizing the proceeds of the Loan, prior to each disbursement, so that after such disbursement, the ratio of the aggregate Self-raised Fund to the Loan shall not be lower than 15:85;

(7) The Facility hereunder has not been terminated;

(8) Such other document(s) and condition(s) as the Lender may reasonably request.

1.2 The Lender shall not be obliged to make the disbursement for the implementation of construction work of Section 3, 1 and 4 of the Project to the Borrower for the first time unless all the conditions precedent set out in 1.1 above and following condition have been satisfied:

(1) Document evidencing the conditions set in Article 53 of Commercial Contract for Commencement of Service and Works on each section separately (sections 3, 1 and 4) of the Project have been fully met, and the status of land expropriation and demolition of each section (sections 3, 1 and 4) of the Project satisfies the requirements of construction work.

Appendix 3**Full Powers**

The Minister of Foreign Affairs of the Republic of Serbia H.E. (name) _____,
authorizes hereby, on behalf of the Government of the Republic of Serbia,

(name)_____

to sign, on behalf of the Government of the Republic of Serbia, the Preferential Buyer Credit Loan Agreement on Construction of the Fast Road Novi Sad-Ruma ("Fruškogorski Corridor") Project between the Government of the Republic of Serbia represented by the Ministry of Finance as Borrower and the Export-Import Bank of China as Lender.

IN WITNESS WHEREOF this Full Powers is granted to (name)_____.

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

Signature: _____

Appendix 4
Power of Attorney (for Drawdown)

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

Signature: _____

Title: _____

Date: _____

Specimen Signature of the Authorized Signatory:

Name: _____

Title: _____

Appendix 5

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

From: _____ (the Borrower)

To: The Sovereign Business Department (Concessional Loan Department)

The Export-Import Bank of China
No. 30, Fu Xing Men Nei Street, Xicheng District,
Beijing, 100031,
P.R.China
Tel: 010-83579143

Serial No: _____

Date: _____

Dear Sirs,

Pursuant to Article 3 of the Preferential Buyer Credit Loan Agreement on the _____ Project dated _____(No. _____, hereinafter referred to as the "Agreement") dated _____ (date) by and between _(the "**Borrower**") and The Export-Import Bank of China (the "**Lender**"). This is a Notice of Drawdown. Capitalized terms used herein and not otherwise defined shall have the same meanings as defined in the Agreement.

1. We hereby apply for a Disbursement on the following terms:

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

Amount: [](Currency: USD

In Words: _____
(Currency: USD)

Disbursement Account (in accordance with Article 3.5 of the Agreement):
Payee: _____
Account Bank: _____
Account No.: _____

Pursuant to the terms and conditions of the Agreement, we hereby instruct and authorize you to debit the Borrower's Account, with the amount of the Disbursement.

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

3. We hereby confirm that forthwith upon the allocation of the Disbursement to the Borrower's Account, this Disbursement 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:

- 1) the representations and warranties made by us in the Agreement remain true, correct and valid in all respects by reference to the facts and circumstances subsisting as of the date of this Notice of Drawdown;
- 2) no Event of Default referred to in the Agreement has occurred and continuously exists or would result from the proposed Loan;
- 3) all the conditions precedent specified in the Agreement have been satisfied and have remained true, accurate and valid in all respects by reference to the facts and circumstances subsisting as of the date of this Notice of Drawdown.

. This Notice of Drawdown is irrevocable.

_____ (Full Name of the Borrower)

(Official Stamp of the Borrower)

(Signature of Authorized Signatory)

Appendix 6
Form of Legal Opinion

To: The Export-Import Bank of China

Date: _____

Dear Sirs,

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

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

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

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

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

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

1. The Borrower is the government of a sovereign state which is duly established and validly existing under the laws of _____, and has full power, authority and legal right to assume civil liabilities with its assets.
2. The Borrower has full power, authority and legal right to enter into and perform its obligations under the Loan Agreement and has taken all necessary action to

authorize the signing, delivery and performance of the Loan Agreement and _____ of the Borrower has been duly authorized and has the power to sign the Loan Agreement on behalf of the Borrower.

3. The Loan Agreement has been duly signed by the Borrower, and constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with its terms.

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

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

6. No registration fee or similar tax is payable in _____ in respect of the Loan Agreement by the Borrower and the Lender. No withholding would be made in respect of any payment to be made by the Borrower to the Lender under the Loan Agreement.

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

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

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

agent in China does not violate any provision of any law or regulation of _____.

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

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

Yours faithfully,

Appendix 7**Irrevocable Power of Attorney**

(Appointment of the Borrower's Process Agent)

Date:_____

Dear Sirs:

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

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

Attention:

Tel:

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

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

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

Yours faithfully,

Name:

Title:

Appendix 8
Letter of Confirmation

To: (name of the Borrower)

Date:

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

Yours faithfully,

Name:

Title:

Appendix 9**Form of Notice of Effectiveness of Loan Agreement**

From: The Export-Import Bank of China

No. 30, Fu Xing Men Nei Street, Xicheng District, Beijing 100031.

People's Republic of China

To: _____ (the Borrower)

Date: _____

Dear Sirs,

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

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

The Export-Import Bank of China

(Signature of Authorized Signatory)

Appendix 10
Notice of Commencement of Availability Period

From: The Export-Import Bank of China

No. 30, Fu Xing Men Nei Street, Xicheng District, Beijing 100031.

People's Republic of China

Tel:

To: [_____]

Date:

Dear Sirs,

Pursuant to Article 3 of the Preferential Buyer Credit Loan Agreement 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 Appendix 1 of the Agreement have been satisfied or, as the case may be, waived; and
- (b) the Availability Period (as defined in the Agreement) shall commence on the date hereof.

The Export-Import Bank of China

(signature of Authorized Signatory)

Appendix 11**Form of Repayment Schedule**

Concerning the Preferential Buyer Credit Loan Agreement on the _____

Project dated _____ (No. _____)

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

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

**UGOVOR O ZAJMU ZA KREDIT ZA POVLAŠĆENOG KUPCA
za Projekat izgradnje brze saobraćajnice Novi Sad – Ruma
(„Fruškogorski koridor”)**

IZMEĐU

**VLADE REPUBLIKE SRBIJE
KOJU PREDSTAVLJA MINISTARSTVO FINANSIJA
kao Zajmoprimca**

I

**KINESKE EXPORT-IMPORT BANKE
kao Zajmodavca**

DATUM 26. januar 2022. godine

Sadržaj

ČLAN 1	DEFINICIJE.....
ČLAN 2	USLOVI I KORIŠĆENJE KREDITNIH SREDSTAVA.....
ČLAN 3	POVLAČENJE TRANŠI KREDITA.....
ČLAN 4	OTPLATA GLAVNICE I PLAĆANJE KAMATE.....
ČLAN 5	IZJAVE I GARANCIJE ZAJMOPRIMCA.....
ČLAN 6	POSEBNE ODREDBE.....
ČLAN 7	NEIZVRŠENJE OBAVEZA.....
ČLAN 8	OSTALE ODREDBE.....
ČLAN 9	USLOVI ZA STUPANJE UGOVORA NA SNAGU.....
Prilog 1	.....
Prilog 2	.....
Prilog 3	.....
Prilog 4	.....
Prilog 5	.....
Prilog 6	.....
Prilog 7	.....
Prilog 8	.....
Prilog 9	.....
Prilog 10	.....
Prilog 11	.....

OVAJ UGOVOR O KREDITU ZA POVLAŠĆENOG KUPCA

(u daljem tekstu: Ugovor) zaključen je dana 26. januara 2022. godine (datum)

IZMEĐU

Vlade Republike Srbije (u daljem tekstu: „**Zajmoprimac**”), koju predstavlja Ministarstvo finansija, sa sedištem na adresi Kneza Miloša 20, 11000 Beograd, Srbija;

I

KINESKE EXPORT-IMPORT BANKE (u daljem tekstu: „**Zajmodavac**”), sa sedištem u ulici Fu Xing Men Nei br. 30, okrug Xicheng, Peking 100031, Kina.

IMAJUĆI U VIDU:

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

(B) Da je Zajmoprimac zatražio od Zajmodavca da odobri kredit u maksimalnom iznosu od šeststo osam miliona tri stotine osamdeset četiri hiljade šesto deset američkih dolara (USD 608.384.610,00) Zajmoprimcu za potrebe finansiranja u skladu sa Komercijalnim ugovorom (kao što je definisano u članu 1), i;

(C) Da su Republika Srbija, koju predstavlja Vlada Republike Srbije, odnosno Ministarstvo građevinarstva, saobraćaja i infrastrukture (u daljem tekstu: „**Finansijer**”) i Javno preduzeće „Putevi Srbije” (u daljem tekstu: „**Investitor**”) i Koridori Srbije d.o.o. (u daljem tekstu: „**Naručilac**”) i China Road and Bridge Corporation (u daljem tekstu: „**Izvođač**”), zaključili 6. oktobra 2020. godine Komercijalni ugovor o projektovanju i izvođenju radova na izgradnji brze saobraćajnice - državnog puta IB reda br. 21, Novi Sad – Ruma („Fruškogorski koridor”) (u daljem tekstu: „**Komercijalni ugovor**”) sa brojem ugovora 48-00-7081/2020-3 u cilju implementacije Projekta (kao što je definisano u članu 1).

STOGA, Zajmoprimac i Zajmodavac su se sporazumeli o sledećem:

ČLAN 1 DEFINICIJE

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

1.1 „**Banka Zajmodavca**” znači kineska Export-Import banka.

1.2 **„Povezano društvo”** označava, u odnosu na bilo koje lice koje kontroliše ili koje je kontrolisano, ili zajednički kontroliše ili je kontrolisano od strane trećeg lica sa takvim licem u pogledu udela u kapitalu, fondova, operacija, prodaje i distribucije ili u bilo kom drugom aspektu.

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

1.4 **„Period korišćenja kredita”** označava period koji počinje na datum Obaveštenja o početku perioda korišćenja kredita i koji se završava najranije (a) na datum koji pada 60 meseci nakon toga; (b) na datum na koji je Kredit u potpunosti isplaćen, otkazan ili obustavljen u skladu sa odredbama ovog ugovora; i (c) bilo koji datum zajednički dogovoren u pisanom obliku između Zajmodavca i Zajmoprimca.

1.5 **„Radni dan banke”** označava dan kada su banke u Peking i Beogradu otvorene za obavljanje redovnih bankarskih poslova, uključujući subote i nedelje kada su banke otvorene za poslovanje u skladu sa zahtevima privremenih propisa Kine i Srbije, izuzev zakonom određenih nacionalnih proslava i praznika u Kini i Srbiji, kao i subote i nedelje koji nisu obuhvaćeni navedenim propisima.

1.6 **„Kina”** označava Narodnu Republiku Kinu.

1.7 **„Provizija za nepovučeni deo kredita”** označava naknade obračunate i plaćene u skladu sa članom 2.2 i članom 2.7.

1.8 **„Komercijalni ugovor”** označava, Komercijalni ugovor o projektovanju i izvođenju radova na izgradnji brze saobraćajnice-državnog puta IB reda br. 21, Novi Sad – Ruma („Fruškogorski Koridor”), sa brojem ugovora 48-00-7081/2020-3 u cilju implementacije Projekta, zaključen od strane i između Republike Srbije, koju predstavlja Vlada Republike Srbije, odnosno Ministarstvo građevinarstva, saobraćaja i infrastrukture, kao „Finansijer” i Javno preduzeće „Putevi Srbije”, kao „Investitor” i „Koridori Srbije“ d.o.o. kao „Naručilac” i China Road and Bridge Corporation, kao „Izvođač”, **6. oktobra 2020.** godine, u ukupnom iznosu od sedam stotina petnaest miliona sedam stotina četrdeset šest hiljada šest stotina američkih dolara (USD 715.746.600,00).

1.9 **„Kontrola”** označava, u odnosu na bilo koju osobu, pravo glasa ili materijalne uticaje na upravljanje i odlučivanje takve osobe odnosno na njen rad, finansije i druga pitanjima direktno ili indirektno.

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

1.11 **„Krajnji Korisnik”** označava Vladu Republike Srbije koju predstavlja Ministarstvo građevinarstva, saobraćaja i infrastrukture, kao Finansijera u skladu sa Komercijalnim ugovorom i Javno preduzeće „Putevi Srbije”, kao Investitora prema Komercijalnom ugovoru i Koridore Srbije d.o.o. kao Naručioca u skladu sa Komercijalnim ugovorom, koji u krajnjoj liniji koriste Kredit.

1.12 **„Inženjer”** označava osobu ili grupu koju je imenovao Finansijer ili Investitor kako bi kontrolisao izvršenje obaveza predviđenih Komercijalnim ugovorom.

1.13 **„Neizvršenje obaveza”** znači bilo koji događaj ili okolnost koji se kao takav navodi u članu 7.

1.14 **„Kredit”** ima značenje utvrđeno u članu 2.1.

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

- 1.16 „**Datum prve otplate**” označava datum prve otplate glavnice i kamate nakon isteka Perioda počeka.
- 1.17 „**Period počeka**” označava period koji počinje na datum Obaveštenja o početku perioda korišćenja kredita i koji se završava na datum koji pada 60 meseci nakon tog datuma, tokom kojeg Zajmoprimac ne plaća Zajmodavcu iznos glavnice, već samo kamatu. Period počeka uključuje Period korišćenja kredita.
- 1.18 „**Datum plaćanja kamate**” označava 15. maj i 15. novembar svake kalendarske godine i Datum konačne otplate.
- 1.19 „**Neopozivo obaveštenje o povlačenju kredita**” označava obaveštenje dato u formi utvrđenoj u Prilogu 5 ovog ugovora.
- 1.20 „**Zajam**” označava zbirni iznos glavnice koja je povučena a s vremena na vreme neizmirena po osnovu Kredita.
- 1.21 „**Troškovi obrade kredita**” označava provizije koje se obračunavaju i plaćaju u skladu s članom 2.2 i članom 2.6.
- 1.22 „**Period dospeća**” označava period koji počinje na datum Obaveštenja o početku perioda korišćenja kredita, a završava se na datum koji pada po isteku 240 meseci nakon toga, uključujući Period počeka i Period otplate.
- 1.23 „**Obaveštenja o početku perioda korišćenja kredita**” označava pisano obaveštenje dato u formi utvrđenoj u Prilogu 10 ovog ugovora, u kojem će se naznačiti datum početka Perioda korišćenja kredita.
- 1.24 „**Obaveštenje o stupanju na snagu Ugovora o zajmu**” označava pisano obaveštenje u formi utvrđenoj u Prilogu 9 ovog ugovora, u kome će biti preciziran datum stupanja na snagu ovog ugovora.
- 1.25 „**Projekat**” označava izgradnju brze saobraćajnice Novi Sad – Ruma („Fruškogorski koridor”).
- 1.26 „**Država Zajmoprimca**” označava državu u kojoj se nalazi Zajmoprimac, odnosno Republiku Srbiju.
- 1.27 „**Relevantne strane**” označava strane Komercijalnog ugovora, bilo koju stranu važnu za Projekat.
- 1.28 „**Datum otplate glavnice i kamate**” označava svaki Datum plaćanja kamate i Datum konačne otplate.
- 1.29 „**Period otplate**” označava period koji počinje na datum isteka Perioda počeka i koji se završava na Datum konačne otplate.
- 1.30 „**Plan otplate**” označava plan u kome su prikazani datumi i iznosi otplate Zajma čija je forma utvrđena u Prilogu 11 ovog ugovora.
- 1.31 „**Sankcije**” označavaju bilo koju od sledećih mera ili radnji koje je doneo, objavio, sproveo, administrirao, implementirao ili tumačio s vremena na vreme bilo koji Organ za sankcije u obliku, uključujući, ali bez ograničenja na zakone, propise, administrativne naredbe, direktive, smernice ili odluke:
- (a) kojima se zabranjuje ili ograničava bilo koja osoba da vrši bilo koju radnju u skladu sa bilo kojim pravnim dokumentom;
- (b) koje će imati negativne efekte na trgovinu, rad, poslovanje, investicije, izvoz, finansiranje ili imovinu Zajmodavca, bilo kog Povezanog društva Zajmodavca, bilo koju osobu važnu za sprovođenje Zajma i Relevantne strane.
- 1.32 „**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 prethodno navedenih) koja sprovodi ekonomske ili finansijske sankcije ili trgovinske embargoe, 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 koje druge vladine agencije SAD, Evropske unije i vlade Ujedinjenog Kraljevstva.

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

(a) određeno od strane Organa za sankcije (uključujući spisak sankcionisanih subjekata ili na listi sankcionisanih sektora) kao meta sankcija ili predmet sankcija; ili

(b) koji se nalazi ili obično ima prebivalište u, ili je inkorporiran ili organizovan prema zakonima zemlje ili teritorije koja je meta sankcija na nivou zemlje ili teritorije.

1.34 **„Deonica 1”** ima značenje dato u članu 12 Komercijalnog ugovora.

1.35 **„Deonica 2”** ima značenje dato u članu 12 Komercijalnog ugovora.

1.36 **„Denica 3”** ima značenje dato u članu 12 Komercijalnog ugovora.

1.37 **„Deonica 4”** ima značenje dato u članu 12 Komercijalnog ugovora.

1.38 **„Američki dolar”**, odnosno **„USD”** označava trenutnu važeću valutu Sjedinjenih Američkih Država.

ČLAN 2 USLOVI I KORIŠĆENJE KREDITNIH SREDSTAVA

2.1 U skladu sa uslovima i odredbama ovog ugovora, Zajmodavac je ovim saglasan da Zajmoprimcu stavi na raspolaganje kreditna sredstva (u daljem tekstu: „Kredit”), čiji zbirni iznos ne može biti veći od šesto osam miliona tri stotine osamdeset četiri hiljade šesto deset američkih dolara (USD 608.384.610,00).

2.2 Kamatna stopa koja se primenjuje na ovaj Zajam biće tri posto (3%) godišnje. Stopa koja se primenjuje na Troškove obrade kredita iznosi nula zarez pet procenata (0,5%). Stopa koja se primenjuje na Proviziju za nepovučeni deo kredita je nula zarez pet procenata (0,5%) godišnje.

2.3 Period dospeća kreditnih sredstava je 240 meseci, koji počinje od datuma Obaveštenja o početku perioda korišćenja kredita do Datuma konačne otplate, od toga Period počeka 60 meseci, a Period otplate 180 meseci.

2.4 Zajmoprimac će koristiti celokupna sredstva Kredita isključivo za plaćanje približno osamdeset pet posto (85%) od vrednosti Komercijalnog ugovora i neće se koristiti za plaćanje brokerskih i agencijskih provizija i naknada.

2.5 Roba, tehnologije i usluge koje se nabavljaju iz sredstava Kredita biće kupljene u Kini preferencijalno, u skladu sa Komercijalnim ugovorom.

2.6 Zajmoprimac će jednokratno platiti Zajmodavcu Troškove obrade kredita, na zbirni iznos Kredita koji su jednaki iznosu od tri miliona četrdeset jedna hiljada devet stotina dvadeset tri američka dolara i pet centi (USD 3.041.923,05) u roku od trideset (30) dana od stupanja na snagu ovog ugovora, a najkasnije na prvi Datum isplate u bilo kom slučaju, pri čemu se ovaj iznos obračunava po stopi utvrđenoj u članu 2.2. Troškovi obrade kredita uplaćuju se na račun naveden u članu 4.4.

2.7 Na datum koji pada 30 dana nakon što ovaj ugovor stupi na snagu do datuma do kada se kredit u potpunosti povuče ili na poslednji datum Period korišćenja kredita, koji god nastupi prvo, Zajmoprimac će polugodišnje plaćati Zajmodavcu Proviziju za nepovučeni deo kredita, koja se obračunava po stopi utvrđenoj u članu 2.2. na nepovučeni i neotkazani deo Kredita. Provizija za nepovučeni deo kredita se obračunava od i uključujući datum koji pada 30 dana od datuma stupanja na snagu ovog ugovora i obračunava se na osnovu stvarnog broja proteklih dana u godini od 360 dana. Provizija za nepovučeni deo kredita se obračunava dnevno za protekli period i plaća na račun naznačen u članu 4.4, na svaki Datum plaćanja kamate.

ČLAN 3 POVLAČENJE TRANŠI KREDITA

3.1 Prva isplata tranše podleže ispunjenju preduslova koji se navode u Prilogu 1 ovog ugovora (osim ukoliko Zajmodavac ne odustane pisanim putem od ovih preduslova). Nakon što svi uslovi navedeni u Prilogu 1 budu ispunjeni na zadovoljavajući način za Zajmodavca, Zajmodavac će izdati Obaveštenja o početku perioda korišćenja kredita Zajmoprimcu.

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

3.3 Period korišćenja kredita može biti produžen, pod uslovom da Zajmoprimac podnese Zajmodavcu zahtev za produženje trideset (30) dana pre isteka Perioda korišćenja kredita i da Zajmodavac odobri takav zahtev. U svakom slučaju, Period korišćenja kredita neće premašiti Period počeka osim ako i Zajmodavac i Zajmoprimac ne postignu konsenzus i ne potpišu sporazum o izmenama i dopunama. Svaki nepovučeni deo Kredita po isteku Perioda korišćenja kredita ili njegovog produžetka biće automatski otkazan. Pre isteka Perioda korišćenja kredita, Zajmoprimac ne sme da, bez saglasnosti Zajmodavca, u potpunosti ili delimično otkáže nepovučeni deo Kredita.

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

3.5 Shodno uslovima iz članova 3.1 i 3.2, kao i drugim uslovima ovog ugovora, Zajmoprimac će izdati, tokom Period korišćenja kredita, Neopozivo obaveštenje o povlačenju tranše putem kurirske pošte Zajmodavcu i naložiti Zajmodavcu da izvrši Isplatu kredita preko Računa Zajmoprimca (kako je definisano članom 4.5) na:

(a) račun koji je otvorio kineski Izvođač kod Zajmodavca u svrhu Komercijalnog ugovora:

Primalac: China Road and Bridge Corporation

Akreditovana banka: The Export-Import of China

Račun br: 1360000100000956204

(b) ili,

neki drugi račun potvrđen od strane Izvođača u pisanoj formi i naznačen u bilo kom sporazumu sačinjenom u pisanoj formi koji su sklopili Zajmoprimac i Zajmodavac u svrhu primanja isplata po ili u vezi sa Komercijalnim ugovorom.

Svaki račun prema gornjem stavovima (a) i (b) se u daljem tekstu naziva „Račun za isplatu”.

3.6 Dalje, nakon dodele isplate na Račun Zajmoprimca, smatraće se da je Zajmodavac ispunio svoju obavezu isplate prema ovom ugovoru, pa će takva isplata postati zaduženje Zajmoprimca. Zajmoprimac će Zajmodavcu otplatiti iznos glavnice koji je povučen a neizmiren po osnovu Kredita zajedno sa celokupnom obračunatom pripadajućom kamatom u skladu s ovim ugovorom.

3.7 Zajmodavac nije u obavezi da vrši dalju Isplatu kredita, ukoliko zbirni iznos Isplata kredita izvršenih u skladu s ovim ugovorom, bude veći od iznosa glavnice Kredita.

ČLAN 4 OTPLATA GLAVNICE I PLAĆANJE KAMATE

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

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

4.3 Celokupan povučeni iznos glavnice po ovom ugovoru mora da bude otplaćen Zajmodavcu u 30 jednakih rata na svaki Datum otplate glavnice i kamate tokom Perioda otplate i na Datum konačne otplate u skladu sa Planom otplate u Prilogu 11, koji Zajmodavac dostavlja Zajmoprimcu nakon isteka Perioda korišćenja kredita.

4.4

4.4.1 Svaka uplata ili otplata koje Zajmoprimac izvrši po ovom ugovoru biće doznačene na:

(a) račun Zajmodavca kako sledi:

Za plaćanje/otplatu u USD:

Primalac: The Export-Import Bank of China (EIBCCNBJXXX)

Akreditovana banka: Bank of China New York Branch

Swift Code: BKCHUS33

Broj računa: 01000130

Za plaćanje/otplatu u EUR

Primalac: The Export-Import Bank of China (EIBCCNBJXXX)

Akreditovana banka: Bank of China Frankfurt Branch

Swift Code: BKCHDEFF

Broj računa: 1083002004

(b) ili,

neki drugi račun koji Strane odrede u bilo kojoj izmeni ovog ugovora sačinjene u pisanoj formi i koju zaključuje Zajmodavac i Zajmoprimac.

Svaki račun prema stavovima (a) i (b) iznad se u daljem tekstu naziva „Račun za otplatu”. Takva isplata će biti izvršena sa porukom da se takva isplata odnosi na „[Projekat izgradnje brze saobraćajnice Novi Sad – Ruma („Fruškogorski koridor”)] Ugovor o zajmu, PBC (2021) NO.23 TOTAL NO. (528)“.

4.4.2 Sve otplate/uplate Zajmoprimca Zajmodavcu prema ovom ugovoru biće izvršene samo na Račun za otplatu. Bilo koja otplata/uplata Zajmoprimca Zajmodavcu izvršena na račun koji nije Račun za otplatu ne predstavlja bilo kakvu otplatu/plaćanje prema Ugovoru i Zajmoprimac neće biti izuzet od obaveza otplate/plaćanja prema ovom ugovoru u skladu sa njegovim uslovima. Bilo koja otplata/plaćanje smatraće se završenim tek kada Zajmodavac odbije odgovarajući iznos sa Računa za otplatu.

4.5 Zajmodavac će otvoriti i voditi u svojoj knjizi račun kredita za Zajmoprimca pod nazivom „Vlada Republike Srbije, račun za „Projekat izgradnje brze saobraćajnice Novi Sad – Ruma („Fruškogorski koridor”) (naziv Projekta)” (u daljem tekstu: „**Račun Zajmoprimca**”) radi evidencije iznosa koji Zajmoprimac duguje, otplaćuje ili uplaćuje. Iznos Kredita koji na Računu Zajmoprimca bude evidentiran kao povučen a neizmiren, predstavljaće dokaz o dugu Zajmoprimca prema Zajmodavcu, i biće obavezujući za Zajmoprimca u odsustvu očigledne greške.

4.6 Radi izbegavanja sumnje, Račun Zajmoprimca može se izmeniti samo aneksiranjem ovog ugovora koji je sačinjen u pisanoj formi zaključen od strane i između Zajmodavca i Zajmoprimca.

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

4.8 Zajmoprimac može da izvrši pre vremenu otplatu povučenog i neizmirenog iznosa glavnice Kredita dostavljanjem obaveštenja Zajmodavcu pisanim putem 30 dana unapred, pri čemu je za ovakvu pre vremenu otplatu potrebna saglasnost Zajmodavca. U trenutku pre vremene otplate, Zajmoprimac je takođe u obavezi da plati Zajmodavcu svu kamatu na pre vremenu otplaćenu glavicu u skladu sa članom 4.2, obračunatu do datuma pre vremene otplate. Svaka pre vremena otplata, izvršena u skladu sa ovim članom, smanjuje iznos rata otplate po obrnutom redosledu dospeća.

ČLAN 5 IZJAVE I GARANCIJE ZAJMOPRIMCA

Zajmoprimac daje Zajmodavcu sledeće izjave i garancije:

5.1 Zajmoprimac je Vlada Republike Srbije i predstavlja je Ministarstvo finansija sa punim ovlašćenjem, nadležnošću i zakonskim pravima da pozajmi Kredit pod uslovima koji se navode u ovom ugovoru.

5.2 Zajmoprimac je pribavio sve dozvole i obavio sve radnje i procedure koje se traže prema zakonima Države Zajmoprimca, kako bi obaveze ustanovljene ovim ugovorom bile punovažne i pravno obavezujuće za Zajmoprimca u skladu sa

njegovim uslovima, uključujući pribavljanje svih odobrenja i dozvola od relevantnih organa Države Zajmoprimca, kao i obavljanje svih registracija ili podnošenje svih dokumenata nadležnim organima u skladu sa zakonski utvrđenim obavezama u Državi Zajmoprimca, pri čemu su navedena odobrenja, dozvole, registracije i podneta dokumenta u potpunosti na snazi i proizvode pravno dejstvo.

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

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

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

5.6 Niko, ni Zajmoprimac, ili bilo koja Relevantna strana, niti bilo koji akcionar, viši službenik, direktor ili zaposleni kod Zajmoprimca, ili bilo koje Relevantne strane (zajedno „Strane dužnici“) nije:

(i) Lice koje je pod sankcijama;

(ii) u prekršaju ili prekršio bilo koje Sankcije koje je uveo ili usvojio bilo koji Organ za sankcije u vezi sa ovim Projektom;

(iii) uključeni u bilo koju transakciju, aktivnost ili ponašanje za koje se razumno može očekivati da će imati za rezultat da on ili oni postanu Lice(a) koje je pod sankcijama; ili

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

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

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

ČLAN 6 POSEBNE ODREDBE

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

6.2 Zajmoprimac se obavezuje Zajmodavcu da će obezbediti da svi iznosi koji

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

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

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

6.5 Zajmoprimac će u godišnji budžet u toku svake fiskalne godine uključiti sve dospele i plative iznose ili iznose koji dospevaju na naplatu Zajmodavcu po ovom ugovoru. Međutim, propust Zajmoprimca da uključi odgovarajuće alokacije u budžet neće ni na koji način smanjiti ili uticati na njegove obaveze po ovom Ugovoru ili se koristiti kao opravdanje za propust da izvrši bilo koju obavezu plaćanja po osnovu Ugovora o zajmu.

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

(1) Zajmoprimac će polugodišnje podnositi izveštaje tokom Perioda dospeća Zajmodavcu o stvarnom napretku i operativnom statusu Projekta i o korišćenju isplaćenih sredstava Kredita.

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

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

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

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

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

(3) bilo koje promene adrese Zajmoprimca za komunikaciju navedene u članu 8.8;

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

(5) svake značajne izmene ili dopune Komercijalnog ugovora;

6.9 Zajmoprimac je u obavezi da obavesti Zajmodavca, bez odlaganja, kad sazna da je nastupio bilo koji slučaj ili spor koji može ograničiti, umanjiti, ometati ili na drugi način negativno uticati na izvršenje obaveza bilo koje strane po Komercijalnom ugovoru, uključujući ali se ne ograničavajući na bilo koji slučaj ili spor u vezi sa:

(1) oporezivanjem; i

(2) propustom bilo koje strane da na vreme izvršava svoje obaveze po Komercijalnom ugovoru.

Da bi obezbedio izvršenje Komercijalnog ugovora Zajmoprimac će odmah preduzeti sve neophodne radnje i koordinirati sa relevantnim stranama da ispravi i umanjiti uticaj napred navedenog slučaja ili spora.

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

6.11 Zajmoprimac preuzima obavezu prema Zajmodavcu da na zahtev Zajmodavca, u periodu od šest meseci od završetka Projekta obezbedi Zajmodavcu sažet izveštaj o završetku Projekta i pripremi dokumenta i materijale za završnu ocenu Projekta u periodu koji zahteva Zajmodavac. Zajmoprimac će obezbediti verodostojnost, tačnost, valjanost i celovitost pripremljenih dokumenata i materijala.

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

6.13 Zajmoprimac se obavezuje sa Zajmodavcem da će Zajmoprimac obezbediti i da će se sve ostale Strane dužnici,

(i) pridržavati Sankcija u pogledu svih operacija i ponašanja koja se izvode prema Projektu ili Komercijalnom ugovoru;

(ii) objaviti dobrovoljno ili na zahtev Zajmodavca, s vremena na vreme, blagovremeno i dovoljno, sve dokumente ili informacije u vezi sa Sankcijama, uključujući, ali bez ograničenja:

(A) činjenicu da je bilo koja Strana dužnik postala Lice koje je pod sankcijama;

(B) činjenicu da je bilo koja Strana dužnik uključena u bilo kakve istrage, potraživanja, tužbe, ispitivanja ili druge postupke u vezi sa Sankcijama;

(C) poslovanje i operacije bilo koje Strane dužnika ili Komercijalnog ugovora ili u vezi sa Projektom koje su ciljane ili na drugi način ograničene Sankcijama, uključujući Sankcije koje bi mogle dovesti do toga da bilo koja Strana dužnika postane Lice koje je pod sankcijama; i

(D) sve druge okolnosti koje bi mogle imati negativne posledice po ovaj ugovor zbog Sankcija;

(iii) sarađivati 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 ovlašćuje 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.

6.14 Zajmoprimac se obavezuje sa Zajmodavcem da Zajmoprimac neće i obezbediće da bilo koja druga Strana dužnik neće:

(i) postati predmet ili meta Sankcija;

(ii) direktno ili indirektno koristiti bilo koja sredstva koja su odobrena po ovom Kreditu ili pozajmljivati, doprinostiti ili na drugi način stavljati na raspolaganje takva sredstva bilo kojoj osobi ako je svrha ili cilj upotrebe, pozajmljivanja, doprinosa ili na drugi način stavljanja na raspolaganje:

(A) finansiranje ili olakšavanje bilo koje aktivnosti koja bi u to vreme predstavljala kršenje Sankcija ili aktivnost sa, ili u korist Lica koje je pod sankcijama; ili

(B) moglo bi se razumno očekivati da će rezultirati kršenjem Sankcija od Strane dužnika, Zajmodavca ili bilo koje od njegovih filijala ili Povezanih društava;

(iii) direktno ili indirektno finansirati ceo ili bilo koji deo plaćanja prema ovom ugovoru iz prihoda proisteklih iz bilo kog posla ili transakcije koja je zabranjena Sankcijama, koja je sa Licem koje je pod sankcijama ili koja bi na drugi način rezultirala kršenjem Sankcija od strane Zajmodavca ili bilo koje od njegovih filijala ili Povezanih društava; ili

(iv) izvršava bilo kakve transakcije, aktivnosti, operacije ili postupke, u vezi sa izvršenjem bilo kojih operacija i postupaka, u okviru Projekta ili Komercijalnog ugovora, kršenjem Sankcija ili što bi moglo rezultirati da bilo koja Strana dužnik postane Lice koje je pod sankcijama.

6.15 Ako Zajmodavac po svojoj proceni utvrdi da izvršavanje ovog ugovora i/ili isplata, finansiranje ili dopuštanje da ostanu neizmireni ceo ili deo Zajma prema ovom ugovoru postane nemoguće, zabranjeno zakonom ili propisom ili bi moglo dovesti do toga da Zajmodavac ili bilo koja od njegovih filijala ili Povezanih društava bude sankcionisana, Zajmodavac može o tome obavestiti Zajmoprimca pisanim obaveštenjem precizirajući navedene okolnosti i istovremeno će imati pravo na jednu ili više od sledećih mera:

(a) otkazati bilo koji raspoloživi Kredit;

(b) izjavljuju da će svi ili deo Zajma, zajedno sa obračunatom kamatom, i svi drugi iznosi pripisani ili neizmireni Zajmodavcu prema ovom ugovoru odmah dospeti i biti plativi;

(c) direktno oduzeti preostali iznos duga koji je Zajmoprimac dužan da plati prema ovom Ugovoru, uključujući, ali ne ograničavajući se na neizmireni Zajam, zajedno sa obračunatom kamatom i svim ostalim obračunatim iznosima, sa bilo kog računa Zajmoprimca (denominovan u bilo kojoj valuti) otvorene kod Zajmodavca, ili bilo koje druge podružnice Zajmodavca na kopnu i u inostranstvu, ako je primenjivo; ili

(d) ostvariti bilo koja druga prava Zajmodavca prema ovom ugovoru i u skladu sa važećim zakonima i propisima.

ČLAN 7 NEIZVRŠENJE OBAVEZA

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

(1) Ukoliko Zajmoprimac, iz bilo kog razloga, ne izvrši plaćanje bilo kog dospelog i plativog iznosa glavnice, kamate, Provizije za nepovučeni deo kredita, Troškova obrade kredita, ili drugih iznosa u skladu sa odredbama ovog ugovora osim ako je takvo plaćanje izvršeno u roku od 30 dana nakon datuma dospeća.

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

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

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

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

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

(7) Ukoliko bilo koji drugi događaj ili okolnost, prema razumnoj proceni Zajmodavca, koji se može smatrati kreditnim pogoršanjem Zajmoprimca ili može uzrokovati Zajam ili bilo koja prava Zajmodavca prema ovom ugovoru.

7.2 Po nastupanju bilo kog od gore navedenih slučajeva Neizvršenja obaveza i u bilo koje vreme nakon toga (osim ako je takav događaj Neizvršenja obaveza otklonjen na zadovoljavajući način za Zajmodavca ili je on odustao od njega), Zajmodavac može da, putem pisanog obaveštenja Zajmoprimcu, preduzme bilo koju ili sve sledeće radnje (ali ne dovodeći u pitanje bilo koja druga prava i pravne lekove koji su mu na raspolaganju):

(a) proglasi glavnicu i obračunatu kamatu na Zajam i sve ostale iznose plative po ovom ugovoru, nakon čega isti postaju dospeli, odmah plativi bez daljeg zahteva, obaveštenja ili druge pravne formalnosti bilo koje vrste;

(b) otkazati Kredit koji Zajmoprimac ne iskoristi ili proglasiti Kredit okončanim bez prethodnog obaveštenja, nakon čega obaveza Zajmodavca da izvrši dalju isplatu po ovom ugovoru odmah prestaje; i

(c) sprovesti svoja prava po osnovu Garancije/Hipoteke/Zaloge (ukoliko je primenjivo).

7.3 Ukoliko nastupi bilo koja promena u zakonima ili državnoj politici bilo u zemlji Zajmodavca ili Zajmoprimca, koja sprečava bilo Zajmodavca ili Zajmoprimca, da izvršava svoje obaveze po ovom ugovoru, Zajmodavac može, dostavljanjem

obaveštenja Zajmoprimcu pisanim putem, da obustavi isplatu sredstava Kredita, i/ili da proglasi celokupan iznos glavnice i obračunate kamate i sve ostale iznose platave po ovom ugovoru odmah dospelim i plativim od strane Zajmoprimca bez daljeg zahteva, obaveštenja ili druge pravne formalnosti bilo koje vrste.

ČLAN 8 OSTALE ODREDBE

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

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

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

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

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

8.6 Zajmoprimac neopozivo imenuje Ambasadu Republike Srbije u Kini koja se nalazi na adresi San Li Tun Dong 6 Jie 1, Peking, Kina, za svog ovlašćenog zastupnika za prijem i potvrdu u njegovo ime svih dostavljenih obaveštenja, sudskih naloga, sudskih poziva, rešenja, presuda ili drugih sudskih dokumenata u Kini. Ukoliko gore navedeni zastupnik (ili njegov pravni sledbenik) iz bilo kog razloga više ne bude zastupnik Zajmoprimca za prijem sudskih dokumenata, kao što je prethodno navedeno, Zajmoprimac će bez odlaganja da imenuje novog zastupnika, koji je prihvatljiv za Zajmodavca. Zajmoprimac je saglasan da će biti smatrano da su mu svi navedeni sudski dokumenti uručeni na odgovarajući način, ukoliko su dostavljeni na adresu zastupnika za njihov prijem na kojoj boravi u Pekingu, bilo da navedeni zastupnik o tome obaveštava Zajmoprimca ili ne.

8.7 Zajmoprimac će sve odredbe, uslove i standardne provizije u ovom ugovoru ili u vezi sa ovim ugovorom čuvati strogo poverljivim. Bez prethodne pisane saglasnosti Zajmodavca, Zajmoprimac neće otkriti bilo koju informaciju iz ovog ugovora ili u vezi sa ovim ugovorom nekoj trećoj strani, osim ako se to zahteva važećim zakonima.

8.8 Sva obaveštenja i ostali dokumenti u vezi sa ovim ugovorom biće sačinjeni u pisanoj formi i uručeni ili dostavljeni lično ili poštom ili faksom na dole

navedenu odgovarajuću adresu ili broj faksa obe strane; u slučaju promene dole navedene adrese ili broja faksa bilo koje od strana po ovom ugovoru, ta strana je u obavezi da odmah obavesti drugu stranu na način utvrđen ovim ugovorom:

Adresa Zajmodavca: Sovereign Business Department
(Concessional Loan Department)
The Export-Import Bank of China
No. 30, Fu Xing Men Nei Street, Xicheng District,
Beijing, 100031
Narodna Republika Kina
Faks: +86-10-66086308
Telefon: +86-10-83579143
Osoba za kontakt: gospodin Mao Haoyu

Adresa Zajmoprimca: Uprava za javni dug
Ministarstvo finansija
Vlada Republike Srbije
Pop Lukina 7-9, 11000 Beograd, Srbija
Faks:+381 11 2629 055
Telefon: +381 11 3202 461
Osoba za kontakt: gospođa Ana Tripović, direktor

Svako obaveštenje ili dokument koji se upućuju na ovaj način odgovarajućoj strani po ovom ugovoru, biće smatrani dostavljenim:

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

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

8.10 Osim ako nije drugačije predviđeno, nikakvo neizvršenje ili kašnjenje od strane Zajmodavca pri korišćenju bilo kojih svojih prava, ovlašćenja ili povlastice po ovom ugovoru ne utiče na navedena prava, ovlašćenje ili povlasticu, niti predstavlja odricanje od istih, kao što ni bilo koji slučaj pojedinačnog ili delimičnog korišćenja bilo kog prava, ovlašćenja ili povlastice ne predstavlja prepreku za svako dalje korišćenje istih, ili bilo kog drugog prava, ovlašćenja ili povlastice, u skladu sa važećim zakonima.

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

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

ČLAN 9 USLOVI ZA STUPANJE UGOVORA NA SNAGU

9.1 Ovaj ugovor stupa na snagu po ispunjenju sledećih uslova:

- (1) Da je ovaj ugovor propisno potpisan od strane Zajmodavca i Zajmoprimca;
- (2) Da je Zajmodavac primio primerak odobrenja koje je izdato od

strane nadležnih organa u zemlji Zajmoprimca kojim se prihvata zaduženje od strane Zajmoprimca prema ovom ugovoru;

(3) Dokument koji dokazuje uspostavljanje određenog tima od strane Krajnjeg korisnika koji je posebno odgovoran za nadzor i ubrzavanje stupanja na snagu ovog ugovora, kao i pravovremenog završetka dizajna projektne dokumentacije, procesa odobravanja dozvola.

9.2 Datum stupanja na snagu ovog ugovora je datum koji se navodi u Obaveštenju o stupanju na snagu Ugovora o zajmu koji Zajmodavac dostavlja Zajmoprimcu nakon što se u potpunosti ispune svi prethodni uslovi za stupanje na snagu ovog ugovora.

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

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

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

<p>Potpis: _____ Ime: G. Siniša Mali, s.r. Funkcija: Ministar finansija</p> <p style="text-align: center;">Za Vladu Republike Srbije</p>	<p>Potpis: _____ Ime: Gđa. Zhang Tianqin, s.r. Funkcija: Zamenik generalnog direktora The Sovereign Business Department (Connsessional Loan Department)</p> <p style="text-align: center;">Za Kinesku Export-Import banku</p>
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Prilozi:

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

Prilog 1

Preduslovi za povlačenje prve tranše kredita

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

- (1) Primerak ovog ugovora koji su ugovorne strane propisno potpisale i koji proizvodi pravno dejstvo;
- (2) Overene verodostojne primerke Komercijalnog ugovora i drugih relevantnih dokumenata u vezi s njim koji su prihvatljivi za Zajmodavca i koji su propisno potpisani od svih strana i proizvode pravno dejstvo;
- (3) Plan povlačenja tranši, podnet od strane Zajmoprimca koji je potvrđen i prihvaćen od strane Zajmodavca;
- (4) Ovlašćenje Zajmoprimca, kojim Zajmoprimac ovlašćuje jednog ili više predstavnika za potpisivanje ovog ugovora, Neopozivog obaveštenja o povlačenju tranše i svih ostalih dokumenata u vezi sa ovim ugovorom, kao i deponovane potpise navedenih ovlašćenih predstavnika;
- (5) Dokument(a) kojim se dokazuje da su sredstva potrebna za Projekat osim Kredita prema ovom ugovoru prikupljena kao što je planirano;
- (6) Overene verodostojne primerke bilo kog i svih dokumenata koji dokazuju da je Krajnji korisnik izvršio odgovarajuću isplatu Izvođaču, bez korišćenja sredstava Zajma a pre prvog povlačenja (u daljem tekstu: „Sopstvena sredstva”), tako da nakon takvog povlačenja odnos ukupnih Sopstvenih sredstava i sredstava Zajma ne bude ispod 15:85;
- (7) Ukoliko je primenljivo, overene verodostojne primerke svih dokumenata, registracija i evidencija ovog ugovora, kao i svih ostalih dokumenata sa bilo kojom državnom agencijom, sudom, javnom ustanovom ili drugim organom, koji se traže prema zakonima i propisima Države Zajmoprimca, radi obezbeđenja punovažnosti, zakonitosti i izvršnosti navedenih dokumenata;
- (8) Overene verodostojne primerke bilo kog i svih dokumenata koji dokazuju da je Zajmoprimac platio Zajmodavcu Troškove obrade kredita i Proviziju za nepovučeni deo kredita u skladu s odredbama člana 2.6 i 2.7 ovog ugovora;
- (9) Original Neopozivog obaveštenja o povlačenju kredita u formi navedenoj u Prilogu 5 ovog ugovora, propisno potpisan od strane ovlašćenog potpisnika Zajmoprimca i overen zvaničnim pečatom Zajmoprimca, dostavljen po kuriru ili ŠIFRIRANIM SWIFT-om najkasnije desetog (10) Radnog dana banke pre datuma planiranog za povlačenje tranše; ovakvim Neopozivim obaveštenjem o povlačenju tranše Zajmodavac se

ovlašćuje da uplati relevantan iznos na račun koji odredi Zajmoprimac, a navedeno povlačenje tranše mora da bude izvršeno u skladu sa odredbama Komercijalnog ugovora;

- (10) Pravno mišljenje čija su forma i sadržaj utvrđeni u Prilogu 6 ovog ugovora, ili u formi koju je pismeno odobrio Zajmodavac, a sačinilo Ministarstvo pravde ili druga državna institucija sa sličnim ovlašćenjima u Državi Zajmoprimca u vezi sa transakcijama koje se predviđaju ovim ugovorom;
- (11) Neopozivo ovlašćenje koje Zajmoprimac izdaje zastupniku, kao što je navedeno u članu 8.6, u formi utvrđenoj u Prilogu 7, ili u drugoj formi i sadržini koje Zajmodavac odobri pisanim putem, i potvrda navedenog zastupnika u pisanom obliku o prihvatanju imenovanja u formi iz Priloga 8, ili u drugoj formi i sadržini koju pisanim putem odobri Zajmodavac;
- (12) Obavezujuće pismo izdato od strane Krajnjeg korisnika kojim obećava da će odgovarajuća projektna dokumentacija, odobrenje dozvole biti završeno na vreme u skladu sa Komercijalnim ugovorom i napretkom građevinskih radova;
- (13) Raspored rokova koji je izdao Krajnji korisnik u vezi sa eksproprijacijom zemljišta i rušenjem za Deonicu 3, Deonicu 1 i Deonicu 4 Projekta;
- (14) Overene verodostojne primerke Inženjerskog ugovora koji je uredno potpisan sa Inženjerom;
- (15) Overene verodostojne primerke glavnih podizvođačkih ugovora za projektovanje i izgradnju koji su po formi i sadržaju u potpunosti prihvatljivi za Zajmodavca, i propisno potpisani od strane Izvođača i relevantnih podizvođača;
- (16) Izvođač uspostavlja i podnosi detaljne pravila za upravljanje podizvođačima.
- (17) Dokument koji dokazuje da su uslovi utvrđeni članom 53. Komercijalnog ugovora za početak usluga i radova na Deonici 2 Projekta u potpunosti ispunjeni, a Izvođač u pisanoj formi potvrđuje da status eksproprijacije zemljišta i rušenja Deonice 2 Projekta zadovoljavaju zahteve građevinskih radova;
- (18) Drugi dokument(i) ili uslov(i) u vezi sa transakcijama prema ovom ugovoru koje Zajmodavac može opravdano da zahteva.

Nakon što su svi gore navedeni uslovi ispunjeni na zadovoljavajući način za Zajmodavca, Zajmodavac će Zajmoprimcu izdati Obaveštenje o početku perioda korišćenja kredita.

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

Prilog 2

Preduslovi za povlačenje svake tranše kredita nakon prve tranše kredita

1.1. U vezi sa svakom isplatom koja sledi posle prve tranše kredita prema ovom ugovoru, Zajmodavac neće biti u obavezi da tu isplatu izvrši, osim ukoliko Zajmoprimac ne ispuni dole navedene preduslove i da je Zajmodavac primio sledeća dokumenta koja zadovoljavaju njegove zahteve:

- (1) Original Neopozivog obaveštenja o povlačenju kredita u formi utvrđenoj u Prilogu 5 ovog ugovora propisno potpisanog od strane ovlašćenog potpisnika Zajmoprimca sa zvaničnim pečatom Zajmoprimca, dostavljenog kurirskom službom najkasnije do desetog (10) Radnog dana banke pre planiranog datuma povlačenja; takvo Neopozivo obaveštenje o povlačenju kredita ovlašćuje Zajmodavca da plati relevantni iznos na račun koji naznači Zajmoprimac, a to povlačenje treba da bude u skladu sa odredbama Komercijalnog ugovora;
- (2) Nije nastupio događaj Neizvršenja obaveza (niti postoji mogućnost nastupanja takvog događaja kao posledica povlačenja kredita koje se vrši) prema ovom ugovoru;
- (3) Sve izjave, garancije i obaveze koje Zajmoprimac iznosi u ovom dokumentu moraju biti verodostojne i tačne na dan planiranog povlačenja kredita, s obzirom na postojeće činjenice i okolnosti;
- (4) Zajmoprimac je platio kamatu koja je dospela i plativa prema ovom ugovoru u skladu s članom 4;
- (5) Zajmoprimac je platio Proviziju za nepovučeni deo kredita koja je dospela i plativa prema ovom ugovoru u skladu s članom 2.7;
- (6) Overene verodostojne primerke svih dokumenata koji dokazuju da je Krajnji korisnik izvršio odgovarajuću isplatu Izvođaču, bez korišćenja sredstava Zajma a pre svakog povlačenja (u daljem tekstu: „Sopstvena sredstva“), tako da nakon svakog povlačenja, odnos ukupnih Sopstvenih sredstava i sredstava Zajma ne bude ispod 15:85;
- (7) Kredit prema ovom ugovoru nije otkazan;
- (8) Drugi dokument(i) i uslov(i) koje Zajmodavac može opravdano zahtevati.

1.2 Zajmodavac neće biti u obavezi da Zajmoprimcu isplati sredstva za izvođenje građevinskih radova za Deonicu 3, 1 i 4 Projekta prvi put osim ukoliko ne budu ispunjeni svi prethodni uslovi navedeni u 1.1 iznad, i ukoliko sledeći uslovi ne budu zadovoljeni:

- (1) Dokument koji dokazuje da su uslovi utvrđeni članom 53. Komercijalnog ugovora za početak usluga i radova na svakoj deonici odvojeno (deonice 3, 1 i 4) Projekta u potpunosti ispunjeni, a status eksproprijacije zemljišta i rušenja svake deonice (deonice 3, 1 i 4) Projekta zadovoljavaju zahteve građevinskih radova.

Prilog 3
Punomoćje

U ime Vlade Republike Srbije, ministar spoljnih poslova Republike Srbije Nj.E.
(ime) _____, izdaje ovo punomoćje, kojim se ovlašćuje

_____ (ime) _____

da u ime Vlade Republike Srbije, potpiše Ugovor o zajmu za kredit za povlašćenog kupca za Projekat izgradnje brze saobraćajnice Novi Sad – Ruma („Fruškogorski koridor”) između Vlade Republike Srbije, koju predstavlja Ministarstvo finansija, kao Zajmoprimac i kineske Export-Import banke, kao Zajmodavac.

POTVRĐUJUĆI GORE NAVEDENO ovo Punomoćje se dodeljuje
_____ (ime) _____.

Sačinjeno u Ministarstvu spoljnih poslova u Beogradu, _____ (datum) _____.

Potpis: _____

Prilog 4
Ovlašćenje (za povlačenje tranše)

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

Potpis: _____

Funkcija: _____

Datum: _____

Deponovani potpis Ovlašćenog potpisnika:

Ime i prezime: _____

Funkcija: _____

Prilog 5

**OBRAZAC NEOPOZIVOG OBAVEŠTENJA O POVLAČENJU
TRANŠE KREDITA
(EKSPRESNOM DOSTAVOM ILI ŠIFRIRANIM SWIFT-OM)**

Pošiljalac: _____ (Zajmoprimac)

Primalac: The Sovereign Business Department (Concessional Loan Department)

The Export-Import Bank of China
No. 30, Fu Xing Men Nei Street, Xicheng District
Beijing, 100031
Narodna Republika Kina
Tel: 010-83579143

Serijski broj: _____

Datum: _____

Poštovani,

Shodno članu 3. Ugovora o zajmu za kredit za povlašćenog kupca za Projekat _____ od _____ (datum) (Br. _____ u daljem tekstu: „Ugovor”) između _____ (u daljem tekstu: „**Zajmoprimac**”) i kineske Export-Import banke (u daljem tekstu: „**Zajmodavac**”). Ovo je Obaveštenje o povlačenju. Definicije korišćene u ovom dokumentu i ukoliko nisu drugačije određene, imaće isto značenje kao u Ugovoru.

1. Na ovaj način se prijavljujemo za Isplatu kredita prema sledećim uslovima:

Predloženi datum Isplate kredita: [] (ili, ako taj dan nije Radni dan onda sledeći Radni dan)

Iznos: [] (valuta: USD)

Slovima:

(valuta: USD)

Račun za isplatu (u skladu

sa članom 3.5 ovog Ugovora):

Primalac: _____

Banka kod koje se vodi račun: _____

Broj računa: _____

U skladu sa odredbama i uslovima Ugovora, ovim putem vas upućujemo i ovlašćujemo da zadužite Račun Zajmoprimca sa iznosom Isplate kredita.

2. Ova Isplata kredita se vrši prema _____ Fakturi (faktura broj _____) prema _____ Komercijalnom ugovoru (Ugovor br: _____), i radi plaćanja _____ (svrha).

3. Ovim potvrđujemo da će se odmah nakon alokacije Isplate kredita na Račun Zajmoprimca smatrati da smo ovu Isplatu kredita izvršili prema Ugovoru, a povučeni iznos odmah predstavlja naše zaduženje prema vama shodno tome. Taj iznos ćemo vam vratiti zajedno sa kamatom koja je na njega zaračunata u skladu sa odredbama i uslovima Ugovora.

Dalje potvrđujemo da:

- 1) izjave i garancije koje smo dali u Ugovoru ostaju tačne, ispravne i verodostojne u svim aspektima pozivanjem na činjenice i okolnosti koje postoje na datum ovog Obaveštenja o povlačenju tranše;
- 2) nijedan slučaj Neizvršenja obaveza naveden u Ugovoru nije nastupio niti je stalno prisutan ili bi proistekao iz predloženog Zajma;
- 3) svi prethodni uslovi navedeni u Ugovoru su ispunjeni i ostali su tačni, ispravni i verodostojni u svakom pogledu pozivanjem na činjenice i okolnosti koje postoje na datum ovog Obaveštenja o povlačenju tranše.

Ovo Obaveštenje o povlačenju tranše je neopozivo.

_____ (Pun naziv Zajmoprimca)
(Zvanični pečat Zajmoprimca)

(Potpis ovlašćenog potpisnika)

Prilog 6
Obrazac Pravnog mišljenja

Primalac: Kineska Export-Import banka

Datum: _____

Poštoani,

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

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

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

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

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

Na osnovu prethodno navedenog, naše mišljenje je sledeće:

1. Zajmoprimac je institucija koja je propisno osnovana i koja zakonito posluje u skladu sa zakonima _____, i koja ima ovlašćenje, odobrenje i zakonsko pravo da za svoje obaveze odgovara svom svojom imovinom.
2. Zajmoprimac ima puno ovlašćenje, odobrenje i zakonsko pravo na zaključenje i izvršenje svojih obaveza prema Ugovoru o zajmu, i preuzeo je sve neophodne radnje za davanje ovlašćenja za potpisivanje, dostavljanje i realizaciju Ugovora o zajmu, i _____ Zajmoprimca je propisno opunomoćen i ovlašćen za potpisivanje Ugovora o zajmu u ime Zajmoprimca.
3. Zajmoprimac je propisno potpisao Ugovor o zajmu kojim se uspostavljaju obaveze koje su za Zajmoprimca zakonite, punovažne i obavezujuće, i izvršne u skladu sa njegovim uslovima.
4. Potpisivanje, dostavljanje i realizacija Ugovora o zajmu od strane Zajmoprimca ne predstavljaju ni povredu, niti su u suprotnosti sa niti imaju za posledicu kršenje bilo kog zakona ili propisa _____.
5. Sva ovlašćenja i saglasnosti svih organa u _____ koja se traže u vezi sa potpisivanjem, dostavljanjem i realizacijom Ugovora o zajmu od strane

Zajmoprimca su pribavljena i u potpunosti su na snazi i proizvode pravno dejstvo, uključujući vršenje plaćanja u inostranoj valuti prema Ugovoru o zajmu i prihvatljivost Ugovora o zajmu kao dokaznog materijala u sudovima _____.

6. Za Ugovor o zajmu ni Zajmoprimac ni Zajmodavac ne plaćaju naknadu za registraciju ili sličnu taksu u _____. Ni jedno plaćanje Zajmoprimca Zajmodavcu po ovom ugovoru o zajmu neće biti umanjeno.

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

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

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

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

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

S poštovanjem,

Prilog 7
Neopoziva punomoć

(Imenovanje Zastupnika Zajmoprimca za prijem sudske dokumentacije)

Datum: _____

Poštovani,

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

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

Prima:

Tel.:

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

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

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

S poštovanjem,

Ime i prezime:

Funkcija:

Prilog 8**Potvrda Zastupnika za prijem sudske dokumentacije**

Prima: (Naziv Zajmoprimca)

Datum:

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

S poštovanjem,

Ime i prezime:

Funkcija:

Prilog 9**Obrazac Obaveštenja o stupanju na snagu Ugovora o zajmu**

Šalje: Kineska Export-Import banka
No. 30, Fu Xing Men Nei Street, Xicheng District, Beijing 100031.
Narodna Republika Kina

Prima: _____ (Zajmoprimac)

Datum: _____

Poštovani,

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

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

Kineska Export-Import banka

(Potpis ovlašćenog potpisnika)

Prilog 10**Obaveštenje o početku perioda korišćenja kredita**

Šalje: Kineska Export-Import banka
No. 30, Fu Xing Men Nei Street, Xicheng District, Beijing 100031.
Narodna Republika Kina

Tel:
Prima: [_____]

Datum:

Poštovani,

U skladu sa članom 3. Ugovora o zajmu za kredit za povlašćenog kupca br. [____] (u daljem tekstu „Ugovor“) od [_____] između [_____] („Zajmoprimac“) i Kineske Export- Import banke („Zajmodavac“), ovim vas obaveštavamo da su:

(a) svi uslovi navedeni u Prilogu 1 Ugovora ispunjeni ili da se, u zavisnosti od slučaja, od njih odustalo; i

(b) Period korišćenja kredita (kako je definisano u Ugovoru) počinje da teče od ovde navedenog datuma.

Kineska Export- Import banka

(potpis ovlašćenog potpisnika)

Prilog 11

Obrazac Plana otplate

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

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

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

Član 3.

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