ПРЕДЛОГ ЗАКОНА

О ПОТВРЂИВАЊУ СПОРАЗУМА О ЗАЈМУ (ЗАЈАМ ЗА УГОВАРАЊЕ СТРАНОГ ПРОЈЕКТА О ИЗГРАДЊИ) ЗА ПРОЈЕКАТ ИЗГРАДЊЕ ДРЖАВНОГ ПУТА 1.Б РЕДА БР. 27 ЛОЗНИЦА – ВАЉЕВО – ЛАЗАРЕВАЦ, ДЕОНИЦА ИВЕРАК – ЛАЈКОВАЦ (ВЕЗА СА АУТОПУТЕМ Е-763 БЕОГРАД – ПОЖЕГА), ИЗМЕЂУ КИНЕСКЕ EXPORT – IMPORT БАНКЕ, КАО ЗАЈМОДАВЦА И РЕПУБЛИКЕ СРБИЈЕ КОЈУ ЗАСТУПА ВЛАДА РЕПУБЛИКЕ СРБИЈЕ ПОСТУПАЈУЋИ ПРЕКО МИНИСТАРСТВА ФИНАНСИЈА, КАО ЗАЈМОПРИМЦА

Члан 1.

Потврђује се Споразум о зајму (Зајам за уговарање страног пројекта о изградњи) за Пројекат изградње државног пута 1.Б реда бр. 27 Лозница – Ваљево – Лазаревац, деоница Иверак – Лајковац (веза са аутопутем Е-763 Београд – Пожега), између кинеске Export-Import банке, као Зајмодавца и Републике Србије коју заступа Влада Републике Србије поступајући преко Министарства финансија, као Зајмопримца, који је потписан 26. новембра 2021. године, у оригиналу на енглеском језику.

Члан 2.

Текст Споразума о зајму (Зајам за уговарање страног пројекта о изградњи) за Пројекат изградње државног пута 1.Б реда бр. 27 Лозница – Ваљево – Лазаревац, деоница Иверак – Лајковац (веза са аутопутем Е-763 Београд – Пожега), између кинеске Export-Import банке, као Зајмодавца и Републике Србије коју заступа Влада Републике Србије поступајући преко Министарства финансија, као Зајмопримца, у оригиналу на енглеском језику и у преводу на српски језик гласи:

**(Loan for Contracting Foreign Construction Project)**

**Loan Agreement**

**Between**

**THE EXPORT-IMPORT BANK OF CHINA**

as the “Lender”

and

**THE REPUBLIC OF SERBIA**

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

**ACTING BY AND THROUGH THE MINISTRY OF FINANCE**

as the “Borrower”

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

(Agreement No. BLA20210340034)

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

**WITNESSETH**

**WHEREAS:**

1. On August 20, 2009, the Government of the People’s Republic of China and the Government of the Republic of Serbia entered into the Agreement on Economic and Technical Cooperation in the field of Infrastructure;
2. The Owner (as defined in Article 1 (*Definitions*) hereof) intends to implement the construction of the state road of 1B category No. 27 Loznica-Valjevo-Lazarevac, section Iverak-Lajkovac (intersection on the highway E-763 Belgrade-Pozega) (hereinafter referred to as the “**Project**”);
3. The Owner and China Shandong International Economic and Technical Cooperation Group, Ltd. of Shandong Hi-Speed Group Co. Ltd. (hereinafter referred to as the “**EPC Contractor**”) entered into the Commercial Contract on Design and Execution of Works on Construction of the State Road of 1B Category No. 27 Loznica-Valjevo-Lazarevac, Section Iverak-Lajkovac (Intersection on the Highway E-763 Belgrade-Pozega) dated June 10, 2020;

1. The EPC Contractor has met the requirements imposed by relevant government authorities of China;
2. The Borrower has requested that the Lender make available a loan facility under this Agreement to the Borrower for the purpose of financing eighty-five percent (85%) of the Contract Price (as defined in Article 1 (*Definitions*) hereof);
3. The Lender has accordingly agreed to make a loan facility available to the Borrower on the terms and conditions set out herein.

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

# Article 1 Definitions

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

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

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

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

“**China**” means the People's Republic of China for the purpose of this Agreement excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan;

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

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

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

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

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

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

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

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

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

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

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

1. denominated, payable or optionally payable otherwise than the currency of the Republic of Serbia; and
2. payable to a person, domiciled, resident or having its head office or principal place of business outside the Republic of Serbia;

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

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

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

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

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

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

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

“**Interest Payment Date**” means the May 15 and the November 15 in each calendar year

and the Final Repayment Date;

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

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

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

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

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

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

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

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

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

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

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

1. in relation to the first Interest Period of each Disbursement, the Disbursement Date;
2. in relation to each of the Interest Periods other than the first Interest Period of each Disbursement, the last day of the immediately preceding Interest Period;

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

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

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

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

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

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

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

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

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

1. 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
2. located or ordinarily resident in or incorporated or organized under the laws of a country or territorial that is the target of country-wide or territory-wide Sanctions.

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

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

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

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

1. under or in respect of any acceptance, bill, bond, note or similar instrument;
2. under or in respect of any guarantee, indemnity, counter-security or other assurance against financial loss;
3. in respect of the purchase, or lease of any asset or service;
4. in respect of any indebtedness of any other person whether or not secured by or benefiting from an Encumbrance on any property or asset of such person; or
5. in respect of any form of off-balance sheet financing;

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

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

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

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

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

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

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

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

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

# Article 2 Amount of Facility and Purpose of Loan

2.1 **Amount** The Lender hereby agrees to make available to the Borrower, on and subject to the terms and conditions of this Agreement, the Facility in EUR in an aggregate principal amount not exceeding one hundred thirty-four million three hundred thousand Euros (EUR 134,300,000.00).

2.2 **Purpose of Loan** The entire proceeds of the Facility shall be applied by the Borrower for the purpose of the payment of not exceeding eighty-five percent (85%) of the Contract Price, and not be used for any other purposes (including but not limited to payment of brokerage fees, agency fees or commission).

2.3 **Term of the Facility** The term of the Facility is not more than one hundred and eighty (180) Months from the date of the Notice of Commencement of Disbursement Period to the Final Repayment Date.

# Article 3 Amendment of the Commercial Contract

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

# Article 4 Conditions Precedent to the First Disbursement

1. The Lender shall have no obligation hereunder and no Disbursement shall be made unless and until the Lender has notified the Borrower that the Lender has received or, as the case may be, waived all of the following documents, each in form and substance satisfactory to it in all respects:
2. Certified true copy of the documentary evidence of the authority of each person who will sign the statements, reports, certificates and other documents required by this Agreement and will otherwise act as a representative of the Borrower in relation to the implementation of this Agreement (such documentary evidence includes the relevant decision of the Borrower, the authenticated specimen signature of and certificate of incumbency and power of attorney in respect of each person described above);
3. the duly executed Insurance Agreements, which have come into effect, and a written notice given by the Insurance Company to the Lender, stating that the insurance obligations of the Insurance Company under the Insurance Agreements have become enforceable;
4. evidence that giving the full right of access and possession of the Project’s site by the Owner and the receipt by the EPC Contractor, as well as the resettlement action plan of the Project’s site as a whole;
5. this Agreement duly executed by the Lender and the Borrower;
6. a certified true copy of the Commercial Contract duly executed by the Owner and the EPC Contractor;
7. certified true copies of any and all documents which could evidence that the fees payable hereunder have been paid by the Borrower to the Lender in accordance with the provisions of Article 6 (*Interest and Fees*);
8. evidence that the borrowing by the Republic of Serbia under this Agreement is duly budgeted in the Law on Budget of the Republic of Serbia for 2021;
9. a legal opinion of the Ministry of Justice of the Borrower acceptable to the Lender substantially in the form set forth in Form 6 (*Legal Opinion of the Ministry of Justice of the Borrower*) attached hereto or in the form and substance otherwise approved by the Lender;
10. an opinion in respect of this Agreement issued by the State Attorney's Office of Borrower;
11. the written appointment by the Borrower and related consent of the Borrower’s Chinese Process Agent in the form set forth in Form 7-1 (*Irrevocable Power of Attorney*) and Form 7-2 (*Consent of the Borrower’s Chinese Process Agent*) attached hereto;
12. a written undertaking issued by the Owner and the EPC Contractor expressing its consent to cooperate with the Lender on the post evaluation for the Project;
13. the drawdown plan submitted by the Owner and the EPC Contractor, through the Borrower;
14. evidence of receiving the Construction Permits and Notice on Commencement of Works from the Ministry of Construction, Transport and Infrastructure;
15. such other documents relating to any of the matters contemplated herein as the Lender may reasonably request.
16. The Borrower hereby undertakes that all of the above documents shall be delivered to the Lender in the shortest possible time from the effective date hereof.
17. All the documents and evidence referred to in Article 4 (*Conditions Precedent to the First Disbursement*) shall be in form and substance satisfactory to the Lender. Copies required to be certified shall be certified in a manner satisfactory to the Lender by an authorized person or responsible officer of the Borrower.
18. After all the above conditions stipulated in Article 4 (*Conditions Precedent to the First Disbursement*) have been fulfilled to the satisfaction of the Lender or, as the case may be, waived by the Lender, the Lender shall issue in a reasonable time a Notice of Commencement of Disbursement Period to the Borrower.
19. In the event that the Borrower fails to fulfill the conditions stipulated in Article 4 (*Conditions Precedent to the First Disbursement*) within one (1) year after the effectiveness of this Agreement, the Lender shall have the right to reevaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.

# Article 5 Disbursement

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

1. all the conditions precedent specified in Article 4 (*Conditions Precedent to the First Disbursement*) shall have been satisfied or, as the case may be, waived before the issuance of the Notice of Drawdown by the Borrower;

1. the Lender shall have received the Notice of Drawdown duly completed and submitted by the Borrower not later than 12:00 noon (Beijing time) on the fifth (5th) Business Day before the date on which the Disbursement is to be made;
2. no Event of Default has occurred and is continuing nor would an Event of Default result from the making of such Disbursement;
3. all the representations and warranties made or given by the Borrower herein remain true and accurate in all material respects on and as of the date the Disbursement is to be made with reference to the facts and circumstances then subsisting; and
4. the Lender shall have received from the Borrower, on the date of its receipt of the Notice of Drawdown, the invoice or other certificates evidencing that a payment has become due and payable under the Commercial Contract; and
5. the Lender shall have received certified true copies of documents evidencing that the Owner has made sufficient payment (the “**Self-raised Fund**”) to the EPC Contractor, without utilizing the proceeds of the Loan, prior to each proposed Disbursement, so that after such Disbursement, the ratio of the aggregate Self-raised Fund to the proceeds of the Loan shall not be lower than 15:85.

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

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

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

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

1. the account opened by the EPC Contractor with the Lender for the purpose of the Commercial Contract:

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

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

Account No.: 10000005717

Swift Code: EIBCCNBJQDB

or

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

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

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

5.3.3 Forthwith upon the allocation of the Disbursement to the EPC Contractor’s Account, the Lender shall be deemed as having completed its Disbursement obligation under this Agreement. Such Disbursement shall become the indebtedness payable by the Borrower under this Agreement.

5.4 **Table of Disbursement** Within the first five (5) Business Days of the month immediately following the month in which a Disbursement was made, the Lender shall notify the Borrower in writing of the dates and amounts of Disbursement made in the preceding month by sending to the Borrower a Table of Disbursement in the form set forth in Form 4 (*Table of Disbursements*) attached hereto, each of which shall be prima facie evidence of the matters set forth therein.

5.5 **No Excess of Facility** The Lender shall not be under any obligation to make any further Disbursement under the Facility if after the making of such further Disbursement, the aggregate amount of the Disbursements made under this Agreement would exceed the principal amount of the Facility.

5.6 **Confirmation of the Borrower** The Borrower confirms that any dispute between the Owner and the EPC Contractor arising from the Commercial Contract shall in no event affect the performance of the obligations of the Borrower hereunder.

5.7 **Notice of Drawdown Irrevocable** A Notice of Drawdown once given shall be irrevocable and the Borrower shall be bound to draw a Disbursement in accordance therewith.

5.8 **Cancellation** Any part of the Facility undrawn at the end of the Disbursement Period or the extension thereof shall be cancelled.

# Article 6 Interest and Fees

6.1 **Interest** The Borrower shall pay to the Lender interest on the Loan in accordance with   
the following provisions of this Article.

6.2 **Interest Period**

The Interest Period applicable to each Disbursement or, as the case may be, the Loan, shall be six (6) Months period, provided that:

1. the first Interest Period in relation to the first Disbursement shall commence on the date on which the respective Disbursement is made (inclusive) and end on the immediately succeeding Interest Payment Date (exclusive);
2. in relation to each Disbursement after the first Disbursement, the first Interest Period shall commence on the date on which the respective Disbursement is made (inclusive) and end on the last day of the then current Interest Period (inclusive) in respect of the Loan so that all existing Disbursements shall be consolidated upon the expiry of each Interest Period;
3. each Interest Period (except the first Interest Period and the last Interest Period in relation to each Disbursement) shall commence on the Interest Payment Date for the immediately preceding Interest Period (inclusive) and end on the last day of the then current Interest Period (inclusive);

1. any Interest Period which would otherwise extend beyond the Final Repayment Date shall instead end on the date immediately preceding the Final Repayment Date (inclusive).

6.3 **Interest Rate**

The rate of interest applicable to the Loan or the relevant part thereof for each Interest Period shall be a floating rate per annum determined by the Lender to be aggregate of applicable EURIBOR plus Margin. Each applicable floating rate shall be unchangeable during that Interest Period commencing from the date on which such floating rate is determined.

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

“**Screen Rate**” means, in relation to EURIBOR, the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page   
or service ceases to be available, the Lender may specify another page or service displaying the relevant rate after consultation with the Borrower).

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

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

6.4 **Market Disruption**

1. In this Article, each of the following events constitutes a market disruption event:
2. The rate as provided in Article 6.3 (*Interest Rate*) is not available or none or only one Reference Bank supplies to the lender a rate on the relevant Quotation Day;

or

1. before close of business on the relevant Quotation Day, the Borrower receives notifications from the Lender that the cost to it of obtaining matching deposits in the relevant interbank market is in excess of the cost to the Lender of obtaining matching deposits in the relevant interbank market as of the effective date of this Agreement.
2. The Lender shall promptly notify the Borrower of a market disruption event.
3. If a market disruption event occurs in relation to a Disbursement for any Interest Period, after notification under paragraph (b) above, the rate of interest on that Disbursement for that Interest Period shall be the percentage rate per annum which is the aggregate of:
4. the Margin; and
5. the rate notified to the Borrower by the Lender as soon as practicable and in any event before interest is due to be paid in respect of that Interest Period, to be that which expresses as a percentage rate per annum the cost to the Lender of funding the Loan from whatever source it may reasonably select.

6.5 **Alternative Basis of Interest or Funding**

If a market disruption event occurs and the Borrower so requires, the Borrower and the Lender shall enter into negotiations (for a period of not more than thirty (30) days) with   
a view to agreeing a substitute basis for determining the rate of interest and/or funding   
for the affected Loan. For the avoidance of doubt, in the event that no substitute basis is agreed at the end of the thirty (30)-day period, the rate of interest shall continue to be determined in accordance with Article 6.4 (*Market Disruption*) of this Agreement.

6.6 **Calculation of Interest**

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

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

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

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

6.9**Default Interest**

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

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

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

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

# Article 7 Repayment and Prepayment

1. **Repayment** The Borrower shall repay the Loan outstanding from the end of the Grace Period by twenty two (22) equal successive installments on each Repayment Date to the Lender in accordance with the Repayment Schedule which will be sent by the Lender to the Borrower promptly after the expiration of the Disbursement Period, but in any event no later than the first Repayment Date.
2. **Repayment Schedule** Any part of the Facility undisbursed at the close of business on the Final Disbursement Date shall be cancelled and shall not thereafter be available to the Borrower. The Lender shall prepare a Repayment Schedule and furnish the Borrower with a copy of such Repayment Schedule promptly after the expiration of the Disbursement Period. The Repayment Schedule so provided by the Lender shall in the absence of manifest error be conclusive and binding on the Borrower.
3. **Prepayment Subject** to the written consent by the Lender, the Borrower may on any Interest Payment Date after the Final Disbursement Date prepay to the Lender all or any part of the Loan in accordance with the terms hereunder.
4. Conditions to Prepayment No prepayment could be made provided that:
5. the Borrower shall have given to the Lender not less than ninety (90) days prior written notice of its intention to make the prepayment, specifying the amount thereof and the date on which it is to be made;
6. the amount of any partial prepayment shall be not less than ten million Euros (EUR10,000,000) and an integral multiple of ten million Euros (EUR 10,000,000); and
7. all other sums then due and payable under this Agreement shall have been paid.
8. Prepayment Indemnity and Interest At the time of the prepayment which is made in accordance with the above provisions, the Borrower shall pay to the Lender for such prepayment:
9. a prepayment indemnity calculated at one percent (1%) of the amount prepaid. If the Borrower delays the payment of the prepayment indemnity, the Borrower shall pay to the Lender the default interest on such overdue prepayment indemnity according to Article 6.9 (*Default Interest*);
10. the Borrower shall also pay all interest accrued thereon up to and including the day immediately preceding the date of such prepayment and any other amount then payable hereunder in respect thereof.
11. After all the conditions in Article 7.3.1 (*Conditions to Prepayment*) have been fulfilled to the satisfaction of the Lender, the Lender will issue a notice of approval of prepayment   
    to the Borrower, which will specify the date of prepayment and the amount of indemnity and interest for prepayment. Any such prepayments shall reduce the amount of repayment installments of the Loan in inverse order of maturity.
12. **Application of Insufficient Prepayment** If the amount of any prepayment made by the Borrower hereunder is less than the total amount due and payable by the Borrower to the Lender as of the date on which such payment is actually made by the Borrower, the Lender may without reference to the Borrower apply and appropriate the prepayment so made by the Borrower in or towards the satisfaction or reduction first of any indemnity and other amounts payable hereunder, secondly of all accrued interest; and thirdly repayment of any principal in inverse order of maturity.
13. **Provisions applicable to Prepayments** Any notice of intended prepayment of the Loan or any part thereof given by the Borrower under this Agreement shall be irrevocable and the Borrower shall be bound to make a prepayment in accordance therewith. The Borrower may only prepay the Loan or any part thereof in accordance with the express terms of this Agreement and no amount prepaid may be redrawn.

# Article 8 Payments and Currency

1. **Place and Time of Payment**
2. All payments or repayments by the Borrower to the Lender hereunder shall be made in the original currency of this Agreement in freely transferable and immediately available funds on the relevant due date to:
3. the account of the Lender as following:

Payee: The Export-Import Bank of China

Opening Bank: Bank of China Frankfurt Branch

Account No.: 1083002004

Swift Code: BKCHDEFF

or

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

or

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

Each account under above paragraph (a), (b) and (c) is hereinafter referred to as the “Repayment Account”. And such payment shall be made with a message that such payment is made for “Loan Agreement (Loan for Contracting Foreign Construction Project) No. BLA20210340034”.

1. 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.

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

# Article 9 Taxes

9.1 **No Deduction** All payments by the Borrower under this Agreement shall be paid in full to the Lender without set-off or counterclaim or retention and free and clear of and without any deduction or withholding for or on account of any taxes or any charges. In the event the Borrower is required by law to make any such deduction or withholding from any payment hereunder, then the Borrower shall forthwith pay to the Lender such additional amount as will result in the immediate receipt by the Lender of the full amount which would have been received hereunder had no such deduction or withholding been made. The Borrower shall promptly forward to the Lender copies of official receipts or other evidence of payment to the relevant taxation or other authorities of any tax so deducted or withheld.

9.2 **Advance Notification** If at any time the Borrower becomes aware that any such deduction, withholding or payment in Article 9.1 (*No Deduction*) is or will be required,   
it shall immediately notify the Lender and supply all available details thereof.

9.3 **Indemnification** The Borrower shall promptly pay all present and future stamp and other like duties and taxes and all notarial, registration, recording and other like fees which may be payable in respect of this Agreement and any document referred to herein.

# Article 10 Change of Law or Circumstances

10.1 **Illegality** If at any time the Lender determines that it is or will become unlawful or contrary to any applicable law, regulation or directive of any competent governmental agency for it to allow all or part of the Facility to remain outstanding, to make, fund or allow to remain outstanding all or part of the Loan under this Agreement, upon such notifying the Borrower by the Lender:

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

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

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

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

# Article 11 Representations and Warranties

1. The Borrower hereby represents and warrants for the benefit of the Lender that:
2. **Status of the Borrower** The Borrower is the Republic of Serbia represented by the Government of the Republic of Serbia, acting by and through the Ministry of Finance, and has full power, authority and legal right to own its property and assets and to borrow the Facility on the terms and conditions hereunder;
3. **Financial Conditions** The Owner has the corresponding financial strength and operating and management ability to implement the Project; the Borrower has good public finance management, financial and credit status, and is able to repay the principal of Loan and interest thereon;
4. **Authorization** The Borrower has full power and authority to enter into this Agreement, to borrow the Facility hereunder and to perform and observe its obligations hereunder. The Borrower has taken and completed all necessary and legal action or procedures necessary to authorize the Borrower to execute, deliver and perform this Agreement;
5. **Government Consents and Actions** All authorizations, approvals and consents from any governmental or other authority or creditors of the Borrower which are required for (i) the execution, delivery or performance of this Agreement or the validity and enforceability hereof or (ii) the borrowing of the Facility or (iii) the payment by the Borrower of all sums in EUR，have been duly effected, completed and obtained and are in full force and effect. The Borrower will comply with any foreign exchange controls and notices as required by the applicable regulations in the Republic of Serbia from time to time; all authorizations, approvals and consents from any governmental or other authority or creditors of the Owner which are required for (i) the execution, delivery or performance of the Commercial Contract or the validity and enforceability hereof or (ii) the implementation of the Project，have been duly effected, completed and obtained and are in full force and effect;
6. **Chinese Element** The proportion of total exports resulting relevant services such as Chinese equipment, materials, technology as well as labor service, management, design, audit, consulting, etc. driven under the Project to the total Contract Price shall not be less than fifteen percent (15%);
7. **Binding Effect** This Agreement has been duly executed and delivered by the Borrower and constitutes legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms and conditions;
8. **No Contravention** The execution, delivery and performance of this Agreement by the Borrower do not and will not contravene, violate or constitute a default under (i) any provision of any agreement or other instrument to which the Borrower is a party or by which the Borrower or any of its assets is or may be bound; or (ii) the Constitution of the Republic of Serbia, any treaty, law, regulation, judgment or order applicable to the Borrower;
9. **No Default** The Borrower is not in default under any law, regulation, judgment, order, authorization, agreement or obligation applicable to it or its assets or revenues, the consequences of which default could materially and adversely affect its ability to perform its obligations under this Agreement and no event has occurred and is continuing which constitutes or which, upon the lapse of time or the giving of notice or both, would become an event of default (however described);
10. **No Litigation** There are no litigation, arbitration or administrative proceedings before or of any court, arbitration tribunal or governmental authority that are pending or to the knowledge of the Borrower, threatened against the Borrower or its assets which would have a material and adverse effect on its operations, business or assets or the Borrower’s ability to perform and discharge its obligations and liabilities hereunder;
11. **Taxes** Under the laws of the Republic of Serbia, there is no tax imposed (whether   
    by withholding or otherwise) on or by virtue of the execution and delivery of this Agreement or any document or instrument to be executed and delivered hereunder, the performance hereof or thereof or the admissibility in evidence or enforcement hereof or thereof, or on any payment required to be made hereunder or thereunder, except for value added taxes which shall be borne or indemnified by the Borrower under this Agreement;
12. **Pari Passu** The obligations and liabilities of the Borrower under this Agreement are direct, unconditional and general obligations and rank and will rank at least Pari Passu in right of payment and security in all respects with all other present or future unsecured and unsubordinated External Indebtedness (both actual and contingent) of the Borrower;
13. **Commercial Activity** The execution and delivery of this Agreement by the Borrower constitute, and the Borrower’s performance of and compliance with its obligations under this Agreement will constitute, commercial act done and performed for commercial purposes under the laws of the Republic of Serbia and neither the Borrower nor any of its assets is entitled to any immunity or privilege (sovereign or otherwise) from arbitration, suit, execution or any other legal process with respect to its obligations under this Agreement, as the case may be, in any jurisdiction;
14. **Proceedings to Enforce Agreement** In any proceeding in the Republic of Serbia to enforce this Agreement, the choice of the laws of China as the governing law hereof will be recognized and such law will be applied. The waiver of immunity by the Borrower, the irrevocable submissions of the Borrower to the arbitration of China International Economic and Trade Arbitration Commission and the appointments of the Borrower’s Chinese Process Agent are legal, valid, binding and enforceable and any award obtained in arbitration will be, if introduced, evidence for enforcement in any proceedings against the Borrower and its assets in the Republic of Serbia;
15. **Proper Form** This Agreement, which is governed by the laws of China, is in proper legal form under the laws of the Republic of Serbia and is capable of enforcement in the courts of the Republic of Serbia;
16. **No Registration** It is not necessary in order to ensure the legality, validity, enforceability and admissibility in evidence in proceedings in the Republic of Serbia

of this Agreement that it or any other document or agreement be filed, recorded or registered with any court, authority, public office or any other authority of the Republic of Serbia, except that the borrowing under this Agreement shall be registered with the NBS in accordance with the Serbian law and the Ministry of Finance shall keep records on any obligation undertaken under or in relation to this Agreement and settlement of the obligations under or in relation this Agreement as well as to supervise the implementation of this Agreement;

1. **Contract** The Commercial Contract, when has been duly executed and delivered will constitute a valid and binding obligation of the Owner enforceable in accordance with its terms;
2. **No Encumbrance** No Encumbrance exists over all or any part of the property, assets or revenues of the Borrower, which will have material adverse effect on the Borrower’s performance of its payment obligations hereunder except as created liens arising by operation of law or as previously disclosed in writing to and agreed by the Lender;
3. **Status of External Indebtedness** The borrowings to be received under this Agreement will not exceed nor breach any limit (including borrowing limits) applicable under the laws of the Republic of Serbia; the Project is an investment project, accordingly , the Borrower may, in accordance with the Serbian law, borrow for the purpose of the Loan set out in Article 2.2 (*Purpose of Loan*);
4. **Information Provided** All information supplied to the Lender by or on behalf of   
   the Borrower is true and accurate in all material respects and all forecasts and projections contained therein were arrived at after due and careful consideration on the part of the Borrower and were, in its considered opinion, fair and reasonable when made; the Borrower is not aware of any fact which has not been disclosed in writing to the Lender which might have a material effect on any such information, forecasts or projections or which might affect the willingness of the Lender to lend upon the terms of this Agreement;
5. **Sanctions** None of the Borrower, or any Relevant Parties, or any shareholders, senior officers, directors, or employees of the Borrower, or any Relevant Parties (together the “Obligor Parties”) is:
6. a Sanctions Restricted Person;
7. in violation of or has violated any Sanctions imposed or adopted by any Sanctions Authority in connection with this Project;
8. engaged in any transaction, activity or conduct that could reasonably be expected to result in it or them becoming a Sanctions Restricted Person; or
9. the subject of or otherwise involved in any inquiries, claims, lawsuits, investigations or other proceedings relating to Sanctions.
10. **Drawdown Plan** The drawdown plan submitted hereunder is reasonably prepared based on the Project’s progress and actual funding needs; the Lender is not bound   
    to disburse the Facility pursuant to the drawdown plan submitted hereunder.
11. The Borrower further represents and warrants to and undertakes with the Lender that the foregoing representations and warranties will be true and accurate throughout the continuance of this Agreement with reference to the facts and circumstances subsisting from time to time.
12. The Borrower acknowledges that the Lender has entered into this Agreement in reliance upon the representations and warranties contained in this Article 11 (*Representations and Warranties*).

# Article 12 Undertakings

1. **Affirmative Undertakings** The Borrower undertakes and agrees with the Lender that throughout the continuance of this Agreement and so long as the Loan or any other sum remains outstanding, the Borrower will, unless the Lender otherwise agrees in writing:
2. **Information** furnish the Lender with the relevant information reasonably requested by the Lender in relation to the Borrower, the Owner and this Agreement and with such other information (financial or other) as the Lender may reasonably request with respect to the implementation or administration of the Commercial Contract, including without limitation of the semi-annually reports on the actual progress and status of the Project;

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

1. **Notifications** promptly inform the Lender of:
2. the occurrence of any Event of Default or prospective Event of Default;
3. any litigation, arbitration or administrative proceeding as referred to in Article 11.1(i) (*No Litigation*);
4. the imposition of any law, decree or regulation materially affecting the Borrower or the Commercial Contract;
5. the occurrence of any situation or event which may prevent or interfere with the performance by the Borrower of its obligations under this Agreement or the performance by the Owner under the Commercial Contract;
6. any material adverse events of the Project.

1. **Approvals and Consents** maintain in full force and effect all such authorisations, approvals and consents as are referred to in Article 11.1 (c) (*Authorization*) and Article 11.1 (d) (*Government Consents and Actions*), and take immediate steps to obtain and thereafter maintain in full force and effect any other authorisations which may become necessary or advisable for the purposes stated therein and comply with all conditions attached to all authorisations obtained;
2. **Registrations** the Borrower shall register this Agreement with the NBS in accordance with the Serbian law and shall ensure the Ministry of Finance keeps records on any obligation undertaken under or in relation to this Agreement and settlement of the obligations under or in relation this Agreement as well as to supervise the implementation of this Agreement;
3. **Usages of the Proceeds of the Facility** ensure that all amounts disbursed under this Agreement be used for the purposes specified in Article 2 (*Amount of Facility and Purpose of Loan*);
4. **Taxes** The Borrower will be liable for complying with any tax obligations (including but not limited to VAT obligations) that may apply under the law of Republic of Serbia in connection with this Agreement;
5. **Punctual Payment** punctually pay all sums due from it and otherwise comply with its obligations under this Agreement;
6. **Pari Passu** ensure that its obligations and liabilities under this Agreement will rank at least pari passu in all respects with all other existing or future unsecured and unsubordinated indebtedness (both actual and contingent) of the Borrower;
7. **Further Documents** execute such documents in favor of the Lender and do all such necessary assurances, acts and things as the Lender may reasonably require to secure all obligations and liabilities hereby covenanted to be paid or hereby secured, and also give all notices, and directions which the Lender may reasonably require;
8. **Insurance** the Insurance Agreements are duly executed and the Insurance Premium is paid by the Borrower in accordance with the Insurance Agreements and the debit note issued by the Insurance Company to the Borrower. The Borrower provides upon demand to the Lender the evidence of the payment of Insurance Premium;
9. **Acknowledgement of Statement give** a written acknowledgement to the Lender within ten (10) Business Days after receiving the statement sent by the Lender at the end of each year which specifies the amount of un-drawn Facility and outstanding principal and interests;
10. **Post Evaluation for the Project** at the request of the Lender, provide the Lender within six (6) Months of completion of the Project with the Project completion summary report and provide within the period as the Lender required the documents and materials for the post evaluation for the Project. The Borrower shall ensure the authenticity, accuracy, validity and integrity of the documents and materials provided;
11. **Information related to the Project** timely provide the Lender with copies of the following documents: (i) the construction permit and the notification to proceed of the Project, before commencement of the construction of the Project; ensure that the EPC Contractor will timely provide the Lender with (ii) the duly signed equipment supply contracts in respect of the Project which are in form and substance satisfactory to the Lender; and (iii) the duly signed construction subcontracts in respect of the Project which are in form and substance satisfactory to the Lender;
12. **Best Efforts** make greatest efforts to cause the Project to be carried out in accordance with the Project building and operating schedule;
13. **Environmental Law** **Compliance** Abide by the provisions of relevant environmental laws, obtain any authorization or license required by all applicable laws and maintain effectiveness thereof;
14. **Sanctions** and will ensure that any other Obligor Parties will,
15. comply with Sanctions with respect to any operations and conducts performed, under the Project or the Commercial Contract;
16. 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:
    1. the fact that any Obligor Party has become a Sanctions Restricted Person;
    2. the fact that any Obligor Party is involved in any inquiries, claims, lawsuits, investigations or other proceedings relating to Sanctions;
    3. 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

* 1. any other circumstances that could have adverse consequences on this Agreement due to Sanctions;

1. 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
2. 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.
3. **Annual Budget** include all amounts due and payable, or to fall due and payable to the Lender hereunder in each of its annual budgets during each fiscal year. The Borrower may not justify any of its non-payment in due time by not having included the corresponding allocation in its budget.
4. **Negative Undertakings** The Borrower undertakes with the Lender that throughout the continuance of this Agreement and so long as the Loan or any other sum remains outstanding, the Borrower will not, unless the Lender otherwise expressly agree in writing:
5. **No Encumbrances** create or permit to create or have outstanding any Encumbrance upon all or any part of the present or future assets or revenues of the Borrower to secure any present or future indebtedness of any person, whether actual or contingent;
6. **Disposition of Assets** sell, transfer or dispose of any assets of the Borrower, whether by a single transaction or by a number of transactions;
7. **Granting of Loan or Guarantee** grant any loan or advance or guarantee or in any other manner be or become directly or indirectly or contingently liable for any indebtedness or other obligations to any other person, unless such granting does not contravene the Serbian law;
8. **Borrowing or Raising of Credit** borrow or raise credit except from the Lender

pursuant to this Agreement or incur any other indebtedness or permit to subsist any account or financial facility with any other bank or financial institution which indebtedness will have material adverse effect on the performance by the Borrower of its payment obligations hereunder.

1. **Sanctions** and will ensure that any other Obligor Party will not:
2. become a subject or target of Sanctions;
3. 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;

1. 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
2. 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.
3. The Borrower hereby represents, warrants and undertakes that its obligations and liabilities under this Agreement are independent and separate from those stated in agreements with other creditors, and the Borrower shall not seek from the Lender any kind of comparable terms and conditions which are stated or might be stated in agreements with other creditors.

# Article 13 Expenses and Indemnities

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

# Article 14 Events of Default

1. Each of the following events and circumstances shall be an Event of Default:
2. the Borrower fails to pay any sum (including but not limitation to principal, interest, default interest or any other fee) payable under this Agreement when due and otherwise in accordance with the provisions hereof;
3. except for paragraph (a) above, the Borrower fails duly and punctually to perform, observe or comply with any of its obligations under this Agreement or other Finance Documents to which it is a party, and such default continues for a period of more   
   than thirty (30) days without being remedied;
4. any of the events described in (a) or (b) above, or any other event which constitutes

a default of the Borrower, occurs in respect of any other agreement involving the borrowing of money or any security between the Borrower and any other bank or financial institution;

1. any representation or warranty made or repeated by the Borrower, or any other party to the other Finance Documents (excluding the Lender) in or in connection with this Agreement, or other Finance Documents or any other statement otherwise made in any certificate, opinion or other document furnished in connection with this Agreement proves to have been incorrect or untrue or misleading in any respect considered by the Lender to be material;
2. the Borrower defaults in the payment of any indebtedness on its maturity, or any indebtedness of the Borrower which is required to be paid prior to its stated maturity, or any indebtedness of the Borrower which is payable on demand or after due notice is not paid on demand or, as the case may be, on the expiry of due notice, which default will materially and adversely affect the ability of the Borrower to comply with its obligations under this Agreement or other Finance Documents;
3. a creditor takes possession of the whole or any part of any asset which is material to the operations of, the Borrower or any execution or other legal process is enforced against any asset which is material to the function of the Borrower and is not discharged or satisfied within thirty (30) days;
4. this Agreement or any provision hereof ceases for any reason to be in full force and effect or is for any reason terminated or jeopardised or becomes invalid or unenforceable or if there is any dispute regarding the same or if there is any purported termination or repudiation of the same or it becomes impossible or unlawful for the Borrower or any other party thereto to perform any of its respective obligations hereunder or thereunder or for Lender to exercise all or any of its rights, powers and remedies hereunder or thereunder;
5. the Borrower stops or suspends payments to its creditors generally or is unable or admits its inability to pay its debts as they fall due or is declared or becomes bankrupt or insolvent;
6. Moratorium
7. a moratorium is declared, imposed or de facto comes into effect on the payment of any indebtedness of the Borrower or the Borrower stops or suspends payments on such indebtedness;
8. the Borrower:
9. is unable or admits inability to pay any indebtedness as it falls due;
10. proposes or enters into any composition or other arrangement for the benefit of its creditors in respect of its indebtedness generally or any class of such creditors;
11. proceedings are commenced in respect of the Borrower under any law, regulation or procedure relating to the reconstruction or readjustment of its indebtedness;
12. there occurs, in relation to the Borrower, in any country or territory to the jurisdiction of whose courts it is subject, any event which, in the reasonable opinion of the Lender, appears in that country or territory to correspond with, or have an effect equivalent   
    or similar to, any of those mentioned in item (i) (*Moratorium*) above;
13. the validity of this Agreement is contested by the Borrower, or the Borrower denies generally liability under this Agreement (whether by a general suspension of payments or a moratorium on the payment of indebtedness generally or otherwise);
14. any license, consent, approval or authorization of, or any filing or registration with, any governmental authority or agency necessary from the domicile of the Borrower for the validity or enforceability of this Agreement or the making or performance by the Borrower of its obligations under this Agreement, as the case may be, or any agreement or instrument required hereunder or for the admissibility in evidence of this Agreement is revoked, or is not issued or timely renewed, or ceases to remain in full force and effect;
15. any event occurs which might result in the cancellation, rescission, or termination of the Insurance Agreements or otherwise exempt, reduce or materially change the Insurance Company’s liabilities under the Insurance Agreements, or has material adverse effect on Lender’s rights under the Insurance Agreements;
16. any material and adverse situation arises or event occurs which, in the reasonable judgment of the Lender, may prevent or interfere with the successful implementation of the Commercial Contract or with the performance by the Borrower of its obligations under this Agreement.
17. Upon the occurrence of an Event of Default and at any time or times thereafter (unless such Event of Default has been waived by or remedied to the satisfaction of the Lender), the Lender may, by written notice to the Borrower, take either or all of the following actions (but without prejudice to any other rights and remedies available to it):
18. declare the principal of and accrued interest on the Loan and all other sums payable hereunder to be, whereupon the same shall become, immediately due and payable without further demand, notice or other legal formality of any kind; and
19. declare the Facility terminated whereupon the obligation of the Lender to make further Disbursement hereunder shall immediately cease.

# Article 15 Governing Law and Dispute Resolution

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

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

1. **Appointment of Agent for Service** Without prejudice to the generality of this Article 15, the Borrower hereby irrevocably designates and appoints Embassy of the Republic of Serbia in Chinaas its authorized agent to receive and acknowledge on its behalf service of any writ, summons, order, award or other notice of legal process in China respectively and agrees that any writ, summons, order, award or other notice of legal process shall be sufficiently served on it if delivered to the relevant agent for service aforesaid at its address for the time being in China whether or not such agent gives notice thereof to the Borrower. The Borrower undertakes to maintain at all times persons or

agents for service in China with respect to this Agreement, and in the event that for any reason the relevant agent named above (or its successor) shall no longer serve as agent of the Borrower to receive service of process as aforesaid, the Borrower shall promptly appoint a successor so to serve and shall notify the Lender thereof.

# Article 16 Effectiveness

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

# Article 17 Miscellaneous

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

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

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

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

other communications to or upon the parties hereto shall be given or made by registered air mail (or by fax promptly confirmed by registered air mail) addressed as follow:

To the Lender: The Export-Import Bank of China

(for the attention of Mr. Wei Zhenyu)

No. 30, Fu Xing Men Nei Street,

Xicheng District,

Beijing 100031,

P.R.China

Fax: +86-10-8357 9677

Tel: +86-10-8357 9145

To the Borrower : Government of the Republic of Serbia

Ministry of Finance-Public Debt Administration

Pop Lukina 7-9, 11000 Belgrade, Serbia

(for the attention of Ms. Ana Tripovic, Director)

Fax: +381 11 2629 055

Tel: +381 11 3202 461

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

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

1. **Use of English Language** All documents, information and materials to be furnished under this Agreement shall be either in English or accompanied by a certified translation thereof into the English language.
2. **Abbreviation** This Agreement may be referred to as “Loan Agreement (Loan for Contracting Foreign Construction Project), No. BLA20210340034\_” for communications between the Borrower and the Lender, as well as in relevant documents.

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

**THE EXPORT-IMPORT BANK OF CHINA**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Zhang Tianqin

Title: Deputy General Manager

Sovereign Business Department

The Export-Import Bank of China

**THE REPUBLIC OF SERBIA**

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

**ACTING BY AND THROUGH THE MINISTRY OF FINANCE**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: SINIŠA MALI

Title: MINISTER OF FINANCE

# Form 1 Notice of Commencement of Disbursement Period

From: The Export-Import Bank of China

No. 30, Fu Xing Men Nei Street,

Xi Cheng District

Beijing, 100031,

P.R.China

Fax:

SWIFT:

Tel:

To: [ ]

Date:

Dear Sirs,

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

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

The Export-Import Bank of China

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature of Authorized Signatory)

# Form 2 Application for Approval of Amendment to the Commercial Contract

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

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: The Export-Import Bank of China

No. 30, Fu Xing Men Nei Street,

Xi Cheng District,

Beijing, 100031,

P.R.China

Fax:

SWIFT:

Tel:

Attn:\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sirs:

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Yours faithfully

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(authorized signature)

# Form 3 Notice of Drawdown

From:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the Borrower)

To: The Export-Import Bank of China

No. 30, Fu Xing Men Nei Street,

Xicheng District,

Beijing, 100031,

P.R.China

Fax:

SWIFT:

Tel:

Date: \_\_\_\_\_\_\_\_\_\_\_\_

Dear Sirs,

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

Amount: (Currency: EUR)

In Word: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Currency: EUR)

\_\_\_\_\_\_\_\_\_ (Please fill in “Please pay in \_\_\_\_\_ (foreign currency)” in case that a drawing in a foreign currency approved by the Lender is needed)

Payee:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the EPC Contractor)

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

Account No.: \_\_\_\_\_\_\_\_

Date of Payment: \_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

This notice once given shall be irrevocable.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Full Name of the Borrower)

(Official Stamp of the Borrower)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Authorized Signatory)

# Form 4 Table of Disbursements

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

Date:\_\_\_\_\_\_\_\_\_\_

Dear Sirs:

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

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

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

Yours faithfully,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Export-Import Bank of China

Enclose: Table of Disbursements for \_\_\_\_\_\_\_\_\_\_\_

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

Copy to:

(to be attached to the Form 4)

**THE EXPORT-IMPORT BANK OF CHINA**

**TABLE OF DISBURSEMENTS**

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

(Amounts expressed in EUR)

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

# Form 5 Repayment Schedule

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

|  |  |  |
| --- | --- | --- |
| Number of  Installments | Date Due | Amount In EUR |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Total | | |

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

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

To: The Export-Import Bank of China

No. 30, Fu Xing Men Nei Street,

Xi Cheng District,

Beijing 100031,P.R.China

Fax:

SWIFT:

Tel:

Dear Sirs:

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

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

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

1. the executed Loan Agreement;
2. the authorization of the Borrower dated \_\_\_\_\_\_\_\_\_\_\_\_ approving and authorizing the execution, delivery and performance of the Loan Agreement and any other documents in connection therewith, and the power of attorney issued by the Borrower authorizing Mr./Ms. \_\_\_\_\_\_\_\_\_ to execute the Loan Agreement on behalf of the Borrower;
3. the Constitution of the Borrower; and
4. other documents we deem necessary for the issuance of our legal opinion.

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

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

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

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

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

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

Very truly yours,

Name:

# Form 7-1 Irrevocable Power of Attorney

(Appointment of the Borrower’s Chinese Process Agent)

Date:\_\_\_\_\_\_\_\_\_

Dear Sirs:

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

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

Attention:

Tel:

Telex:

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

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

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

Yours faithfully,

Name:

Title:

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

Date:\_\_\_\_\_\_\_\_\_

To: The Export-Import Bank of China

No. 30, Fu Xing Men Nei Street,

Xi Cheng District,

Beijing 100031,

P.R.China

Fax:

SWIFT:

Tel:

Dear Sirs:

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

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

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

1. the undersigned will not terminate the undersigned’s agency as Chinese Process Agent unless the Borrower has appointed a successor Chinese Process Agent satisfactory to the Lender;
2. all correspondence with the undersigned shall be marked for the attention of “the Person in charge of the Service of Process/Re: Service of Process”;
3. the undersigned will maintain an office in Beijing, China until such time as a successor Chinese Process Agent shall be appointed pursuant to the Agreement and will give prompt

notice of any change of address of the undersigned;

1. the undersigned will perform its duties as Chinese Process Agent in accordance with the Irrevocable Power of Attorney;
2. the undersigned will forward forthwith to the Borrower at its address specified in the Irrevocable Power of Attorney the original or copy of any summons, complaint and other process which the undersigned receives in connection with its appointment as Chinese Process Agent.

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

Very truly yours,

Name:

Title:

# Form 8 Form of Notice of Effectiveness of Loan Agreement

From: The Export-Import Bank of China

No. 30, Fu Xing Men Nei Street,

Xi Cheng District

Beijing, 100031,

P.R.China

Fax:

SWIFT:

Tel:

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Borrower)

Date: \_\_\_\_\_\_\_\_\_\_\_\_

Dear Sirs,

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

(a) all the conditions as set out in Article 16.1 (*Condition to Effectiveness*) of the Agreement have been satisfied;

(b) The Agreement shall become effective on and from the date hereof.

The Export-Import Bank of China

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Authorized Signatory)

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