

Z A K O N

O POTVRĐIVANJU UGOVORA O IZMENAMA I DOPUNAMA KOJI SE ODNOSI NA MIGA UGOVOR O KREDITU U IZNOSU DO 400.000.000 EVRA, OD 10. DECEMBRA 2021. GODINE IZMEĐU REPUBLIKE SRBIJE KOJU ZASTUPA VLADA REPUBLIKE SRBIJE, POSTUPAJUĆI PREKO MINISTARSTVA FINANSIJA KAO ZAJMOPRIMCA I J.P. MORGAN AG KAO AGENTOM I JPMORGAN CHASE BANK, N.A., LONDON BRANCH KAO PRVOBITNIM MANDATNIM VODEĆIM ARANŽEROM I CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, RAIFFEISEN BANK INTERNATIONAL AG I SANTANDER BANK N.A. KAO MANDATNIM VODEĆIM ARANŽERIMA I CAIXABANK, S.A. I UBS SWITZERLAND AG KAO VODEĆIM ARANŽERIMA I BANCO SANTANDER, S.A., CAIXABANK, S.A., CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, JPMORGAN CHASE BANK, N.A., LONDON BRANCH, RAIFFEISEN BANK INTERNATIONAL AG I UBS SWITZERLAND AG KAO PRVOBITNIM ZAJMODAVCIMA, KOJI SE ODNOSI NA NEOBEZBEĐENI ZAJAM U CILJU FINANSIRANJA ODREĐENIH GRAĐEVINSKIH USLUGA OD STRANE BECHTEL ENKA UK LIMITED, KOJI POSLUJE U SRBIJI PREKO BECHTEL ENKA UK LIMITED OGRANAK BEOGRAD ZA POTREBE PRIVREDNOG DRUŠTVA „KORIDORI SRBIJE” D.O.O. BEOGRAD U VEZI SA IZGRADNJOM INFRASTRUKTURNOG KORIDORA AUTOPUTA E-761 DEONICE POJATE - PRELJINA (MORAVSKI KORIDOR)

Član 1.

Potvrđuje se Ugovor o izmenama i dopunama koji se odnosi na MIGA Ugovor o kreditu u iznosu do 400.000.000 evra, od 10. decembra 2021. godine između Republike Srbije koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija kao Zajmoprimca i J.R. MORGAN AG kao Agentom i JPMORGAN CHASE BANK, N.A., LONDON BRANCH kao Prvobitnim mandatnim vodećim aranžerom i Credit Agricole Corporate and Investment Bank, Raiffeisen Bank International AG i Santander Bank N.A kao Mandatnim vodećim aranžerima i CaixaBank, S.A. i UBS Switzerland AG kao Vodećim aranžerima i Banco Santander, S.A., CaixaBank, S.A., Credit Agricole Corporate and Investment Bank, JPMorgan Chase Bank, N.A.,

London Branch, Raiffeisen Bank International AG i UBS Switzerland AG kao Prvobitnim zajmodavcima, koji se odnosi na neobezbeđeni zajam u cilju finansiranja određenih građevinskih usluga od strane Bechtel Enka UK Limited, koji posluje u Srbiji preko Bechtel Enka UK Limited Ogranak Beograd za potrebe privrednog društva „Koridori Srbije” d.o.o. Beograd u vezi sa izgradnjom infrastrukturnog koridora autoputa E-761 deonice Pojate - Preljina (Moravski koridor), koji je potpisan u Beogradu 21. marta 2023. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Ugovora o izmenama i dopunama koji se odnosi na MIGA Ugovor o kreditu u iznosu do 400.000.000 evra, od 10. decembra 2021. godine između Republike Srbije koju zastupa Vlada Republike Srbije, postupajući preko Ministarstva finansija kao Zajmoprimca i J.R. MORGAN AG kao Agentom i JPMORGAN CHASE BANK, N.A., LONDON BRANCH kao Prvobitnim mandatnim vodećim aranžerom i Credit Agricole Corporate and Investment Bank, Raiffeisen Bank International AG i Santander Bank N.A kao Mandatnim vodećim aranžerima i CaixaBank, S.A. i UBS Switzerland AG kao Vodećim aranžerima i Banco Santander, S.A., CaixaBank, S.A., Credit Agricole Corporate and Investment Bank, JPMorgan Chase Bank, N.A., London Branch, Raiffeisen Bank International AG i UBS Switzerland AG kao Prvobitnim zamodavcima, koji se odnosi na neobezbeđeni zajam u cilju finansiranja određenih građevinskih usluga od strane Bechtel Enka UK Limited, koji posluje u Srbiji preko Bechtel Enka UK Limited Ogranak Beograd za potrebe privrednog društva „Koridori Srbije” d.o.o. Beograd u vezi sa izgradnjom infrastrukturnog koridora autoputa E-761 deonice Pojate - Preljina (Moravski koridor), u originalu na engleskom jeziku i prevodu na srpski jezik glasi:

AMENDMENT AGREEMENT RELATING TO THE EUR 400,000,000 MIGA FACILITY AGREEMENT, DATED 10 DECEMBER 2021 BETWEEN REPUBLIC OF SERBIA REPRESENTED BY THE GOVERNMENT OF THE REPUBLIC OF SERBIA ACTING BY AND THROUGH THE MINISTRY OF FINANCE AS BORROWER AND J.P. MORGAN AG AS AGENT AND JPMORGAN CHASE BANK, N.A., LONDON BRANCH AS INITIAL MANDATED LEAD ARRANGER AND CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, RAIFFEISEN BANK INTERNATIONAL AG AND SANTANDER BANK N.A. AS MANDATED LEAD ARRANGERS AND CAIXABANK, S.A. AND UBS SWITZERLAND AG AS LEAD ARRANGERS AND BANCO SANTANDER, S.A., CAIXABANK, S.A., CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, JPMORGAN CHASE BANK, N.A., LONDON BRANCH, RAIFFEISEN BANK INTERNATIONAL AG AND UBS SWITZERLAND AG AS ORIGINAL LENDERS, RELATING TO A SENIOR UNSECURED TERM LOAN FACILITY TO FINANCE THE PROVISION OF CERTAIN CONSTRUCTION SERVICES BY BECHTEL ENKA UK LIMITED, OPERATING IN SERBIA THROUGH BECHTEL ENKA UK LIMITED OGRANAK BEOGRAD TO KORIDORI SRBIJE D.O.O. BEOGRAD IN RELATION TO THE CONSTRUCTION OF THE INFRASTRUCTURE CORRIDOR E-761 HIGHWAY SECTION POJATE-PRELJINA (THE MORAVA CORRIDOR)

This amendment agreement (this "**Agreement**") is dated 21 March 2023 and is made between:

- (A) **REPUBLIC OF SERBIA** represented by the Government of the Republic of Serbia acting by and through the Ministry of Finance, as borrower (the "**Borrower**");
- (B) **J.P. MORGAN SE** (formerly known as JP Morgan AG) a European public company (Societas Europaea) established under the Council Regulation (EC) No 2157/2001 of 8 October 2001 on the Statute for a European company (SE), with registered address at Taunustor 1 (TaunusTurm), 60310 Frankfurt am Main, Germany, and registered with the Commercial Register B (Handelsregister B) of the local court (Amtsgericht) of Frankfurt am Main under registration number HRB 126056, as Agent (the "**Agent**");
- (C) **JPMORGAN CHASE BANK, N.A., LONDON BRANCH, BANCO SANTANDER, S.A., CAIXABANK, S.A. AND CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK** as the additional financing lenders (each an "**Additional Financing Lender**" and together the "**Additional Financing Lenders**");

1. INTRODUCTION

- 1.1 We refer to a Facility Agreement dated 10 December 2021 creating a EUR 400,000,000 term loan facility and made between, amongst others, the Borrower, the Agent and the Original Lenders, ("**the Facility Agreement**").
- 1.2 This Agreement is supplemental to the Facility Agreement, and the Facility Agreement and this Agreement are to be read and construed as a single Agreement.
- 1.3 In this Agreement, terms used but not otherwise defined herein shall have the meanings ascribed to them in the Facility Agreement.

2. ADDITIONAL FINANCING

2.1 With effect from the Effective Date:

- (a) the Commitments under the Facility Agreement will be increased in respect of each Additional Financing Lender to the amount set out in the table contained in

paragraph (j) of clause 3.3 (Amendments to the Facility Agreement) below (the "**Additional Financing Commitments**");

- (b) the Additional Financing Commitments will be assumed by the Additional Financing Lenders;
- (c) the Borrower and each Additional Financing Lender shall assume obligations towards one another and/or acquire rights against one another as the Borrower and each Additional Financing Lender would have assumed and/or acquired had each Additional Financing Lender been an Original Lender in respect of the Additional Financing Commitments which it is to assume;
- (d) each Additional Financing Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as each Additional Financing Lender and those Finance Parties would have assumed and/or acquired had each Additional Financing Lender been an Original Lender in respect of the Additional Financing Commitments which it is to assume; and
- (e) the Commitments of the other Original Lenders shall continue in full force and effect.

2.2 By entering into this Agreement each Additional Financing Lender shows its willingness to assume and does (with effect from the Effective Date) assume all the obligations of a Lender corresponding to the Additional Financing Commitments which it is to assume, as if it had been an Original Lender in respect of those Additional Financing Commitments.

3. **AMENDMENTS TO THE FACILITY AGREEMENT**

3.1 **Effective Date**

The amendments set out in this Agreement will take effect on and from the date on which the Agent notifies the Borrower that all the conditions precedent listed in Schedule 1 have been fulfilled to its satisfaction (acting on the instructions of all Lenders and MIGA) (the "**Effective Date**"). If the Effective Date does not occur within 60 days of the date of this Agreement (or such later date agreed by the Agent) the amendments will not take effect.

3.2 **Acceptance**

The Agent (acting on behalf of the requisite Lenders in accordance with clause 32.1 (Required Consents)) of the Facility Agreement confirms the consent of the requisite Lenders to the increase of the Commitments in accordance with clause 2 (Additional Financing) and to the amendments to the Facility Agreement in accordance with this clause 3.3 (Amendments to the Facility Agreement) by countersigning this Agreement.

3.3 **Amendments to the Facility Agreement**

On and from the Effective Date, the Facility Agreement is amended as follows:

- (a) on the front page, the words "€400,000,000" are deleted and replaced with the words "€500,000,000";
- (b) in clause 1.1, a new definition of "**Additional MIGA Premium**" is included as follows:

"**Additional MIGA Premium**" means the insurance premium payable by the Borrower in euros to MIGA in respect of an amendment to the MIGA Guarantee as evidenced by the notice to be sent by MIGA",

(c) in clause 1.1, a new definition of "**Amendment Letter**" is inserted immediately after the existing definition of "**Affiliate**" as follows:

"**Amendment Letter**" means the document entitled 'Amendment Agreement relating to the EUR 400,000,000 MIGA Facility Agreement' dated 21 March 2023;"

(d) in clause 1.1, the definition of "**Fee Letter**" is amended by adding immediately after the words "in clause 11 (Fees)" the following words:

"and any letter or letters dated on or about the date of the Amendment Letter setting out any of the fees referred to in clause 5 (Fees) of the Amendment Letter";

(e) in clause 1.1, the definition of "**MIGA Guarantee**" is amended by adding immediately before the words "(acting on the instructions of all Lenders)" the following words:

"(as may be amended from time to time)";

(f) in clause 1.1, the definition of "**MIGA Premium**" is amended by adding immediately after the words "insurance premium payable by the Borrower in euros" the following words:

"(including any Additional MIGA Premium)";

(g) in clause 1.1, the definition of "**Total Commitments**" is amended by adding immediately after the word "Agreement" the following words:

", and as increased to EUR 500,000,000 in accordance with the Amendment Letter";
and

(h) in paragraph (a) of clause 7.1, the words "EUR 20,000,000" are deleted and replaced with the words "EUR 25,000,000";

(i) paragraph (b) of clause 11.4 is amended by adding immediately after the words "the first Utilisation Date." the following words:

"For the avoidance of doubt, in respect of this clause 11.4(b) and the payment obligations in (i) and (ii), the MIGA Premium does not include the Additional MIGA Premium, and any Additional MIGA Premium is payable in accordance with paragraph 3(a) of Schedule 1 (Conditions Precedent) of the Amendment Letter.";

(j) Schedule 1 is deleted and replaced with the following:

"SCHEDULE 1

The Original Parties

THE ORIGINAL LENDERS

Name of Original Lender	Commitment (EUR)	Commitment after increase (EUR)
Banco Santander, S.A.	70,000,000	96,630,434.78
CaixaBank, S.A.	50,000,000	62,500,000
Credit Agricole Corporate and Investment Bank	70,000,000	96,630,434.78
JPMorgan Chase Bank, N.A., London Branch	90,000,000	124,239,130.44
Raiffeisen Bank International AG	70,000,000	70,000,000
UBS Switzerland AG	50,000,000	50,000,000

For the avoidance of doubt, in respect of each Additional Financing Lender, on and from the Effective Date, its Commitment will be the amount set opposite its name under the heading "Commitment after increase (EUR)".

4. **REPRESENTATIONS AND CONFIRMATIONS**

4.1 The Borrower makes each of the Repeating Representations to each Finance Party and each Additional Financing Lender on the date of this Agreement, the date this Agreement is countersigned by the Agent, and the Effective Date:

- (a) by reference to the facts and circumstances then existing; and
- (b) on the basis that references in the Repeating Representations to the Finance Documents and to the Transaction Documents include this Agreement,

and acknowledges that the Agent has entered into this Agreement and has agreed to the amendment effected by this Agreement in full reliance on those representations and warranties.

5. **FEES**

The Borrower shall pay to the Agent a fee in the amount and at the times agreed in a Fee Letter for the account of the each entity duly specified in that Fee Letter.

6. **MISCELLANEOUS**

6.1 Except as varied by the terms of this Agreement, the Facility Agreement and the other Finance Documents will remain in full force and effect. The Borrower reconfirms all of its obligations under the Facility Agreement (as amended by this Agreement) and under the other Finance Documents.

6.2 Any reference in the Finance Documents to the Facility Agreement or to any provision of the Facility Agreement will be construed as a reference to the Facility Agreement, or that provision, as amended by this Agreement.

6.3 This Agreement is a Finance Document.

6.4 The Borrower shall promptly pay to the Agent the amount of all costs and expenses reasonably incurred by it (including legal fees, subject to pre-agreed caps and the assumptions applicable thereto) in connection with the negotiation, preparation, printing, execution and perfection of this Agreement and all documents referred to in this agreement.

6.5 If, at any time, any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

6.6 This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

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

6.8 Clause 39 (Arbitration), clause 40 (Jurisdiction) and clause 41 (Service of Process) of the Facility Agreement applies to this Agreement as if set out in full with all necessary consequential changes to clause references, references to parties and references to applicable documents.

SCHEDULE 1
Conditions Precedent

1. BORROWER AUTHORISATIONS

- (a) Copies of all relevant laws, regulations and/or Authorisations, including the law on ratification of this Agreement together with evidence satisfactory to the Agent that such law has been published in the Official Gazette of the Republic of Serbia and has become effective.
- (b) A certified copy of KZ forms (in Serbian: "KZ obrasci") evidencing that this Agreement has been duly reported to the NBS.
- (c) A certificate of an authorised signatory of the Borrower:
 - (i) certifying that each copy document specified in this schedule is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement; and
 - (ii) confirming that the borrowing of the full amount of the Facility would not cause any borrowing, guaranteeing or similar limit binding on the Borrower or the Republic of Serbia to be breached.

2. FINANCE DOCUMENTS

- (a) An original, duly executed by all parties to it of this Agreement.
- (b) An original, duly executed by all parties to it of each Fee Letter.
- (c) Evidence that each of this Agreement and the amendment agreement in relation to the MIGA Guarantee has been duly authorised, executed and delivered by each party thereto and is in full force and effect, including the certified copy of a decision of the Government of the Republic of Serbia: (i) approving the borrowing by the Borrower under this Agreement; (ii) authorizing the Minister of Finance of the Republic of Serbia to execute this Agreement on behalf of the Republic of Serbia, with, if applicable, evidence that any stamp taxes have been duly paid in relation to each such document and that each such document has been registered with the appropriate authorities in the Republic of Serbia.
- (d) A certified Serbian translation of this Agreement.

3. MIGA GUARANTEE

Evidence that:

- (a) the Additional MIGA Premium has been paid; and
- (b) the amendment agreement in relation to the MIGA Guarantee to take account of this Agreement shall have been duly executed by the parties thereto and shall be in full force and effect.

4. LEGAL OPINIONS

Each of the following legal opinions in form and substance satisfactory to the Finance Parties:

- (a) a legal opinion of Ashurst LLP, legal advisers to the Agent in England, in the form and substance acceptable to MIGA and the Agent and distributed to, and capable of being relied on by, the Original Lenders and MIGA;
- (b) a legal opinion of BDK Advokati, legal advisers to the Agent in the Republic of Serbia, in the form and substance acceptable to MIGA and the Agent and distributed to, and capable of being relied on by, the Original Lenders and MIGA;

- (c) a legal opinion from the Ministry of Justice of the Republic of Serbia in the form and substance acceptable to MIGA and the Agent and distributed to, and capable of being relied on by, the Original Lenders and MIGA; and
- (d) any other legal opinion requested by any Finance Party or the Additional Financing Lenders.

5. **OTHER DOCUMENTS AND EVIDENCE**

- (a) Evidence that all fees, costs and expenses (including the fees payable in accordance with clause 5 (Fees) of this Agreement and the fees payable to MIGA) due and payable by the Borrower in respect of this Agreement and the amendment agreement relating to the MIGA Guarantee have been paid in full (or will be paid from the proceeds of the first Loan occurring after the Effective Date (except in respect of any fees payable to MIGA, including the Additional MIGA Premium, each of which has been paid in full)).
- (b) A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by this Agreement or the validity and enforceability of this Agreement.
- (c) Any document or action required in relation to the issuance of the legal opinions referred to in paragraph 4 above.

SIGNATURES

THE BORROWER

Signed by:)

)

for and on behalf of **THE REPUBLIC OF**)
SERBIA as Borrower represented by the)
government of the Republic of Serbia)
acting by and through the Ministry of
Finance

CONTACT DETAILS

Address: 20, Kneza Milosa Street
11000 Belgrade

Fax: (381-11) 3618-961

Attention:

THE ADDITIONAL FINANCING LENDERS

Signed by:)
)
for and on behalf of **JPMORGAN CHASE**)
BANK, N.A., LONDON BRANCH as)
Additional Financing Lender)

Ayotunde Lemo
Vice President

CONTACT DETAILS

Address: JPMorgan Chase Bank, N.A.,
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United Kingdom

Phone: +44 20 7742 7120 / +44 20 7742
5318

Email: ayotunde.lemo@jpmorgan.com
richard.s.wilkins@jpmorgan.com

Attention: Ayotunde Lemo / Richard
Wilkins

Signed by:)

)

for and on behalf of **BANCO SANTANDER,**)
S.A. as Additional Financing Lender)

Jose Luis Vicent Rodriguez

Natalia San Miguel Agudo

Executive Director

Vicepresident

CONTACT DETAILS

Address: Ciudad Financiera

Av. de Cantabria s/n

Edificio Marisma - 2nd floor

28660 Boadilla del Monte - Spain

Phone: +034 912 892 238 / +034 657 491 608

Email: ExportFinanceBO@gruposantander.com

Attention: Ignacio del Polzo / Andra Maria Lapadatu / Remedios Cantalapiedra

ignacio.delpozo@santander.us / a.lapadatu@gruposantander.com /

rcantalapiedra@gruposantander.com /

Signed by:)
)
for and on behalf of **CAIXABANK, S.A.**)
as Additional Financing Lender)

CONTACT DETAILS

Address: Pº. de la Castellana 189,
Planta 8, 28046 - Madrid

Phone: +34 616 026 516 / +34 660 146
816

Email: jccalle@caixabank.com /
fgil@caixabank.com

Attention: Juan Carlos Calle Llorente /
Francisco Gil Mesino

Juan Carlos Calle Francisco Gil Mesino
Llorente Associate
Executive Director

Signed by:)
)
for and on behalf of **CREDIT AGRICOLE**)
CORPORATE AND INVESTMENT)
BANK as Additional Financing Lender)

Marie Fevre

Karine LEGERET

Managing Director

Head of Products Structuring & Asset
Management

Export Finance

CONTACT DETAILS

Address: 2 place des Etats-Unis
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marianne.nourigat@ca-cib.com,
ITB_MO_EXPORT_FINANCE@ca-cib.com

Attention: Corinne Cancel, Axel
Ranque,
Marianne Nourigat

THE AGENT

Signed by:)
)
Position: Authorised Signatory)
)

for and on behalf of **J.P. MORGAN SE** as Agent

CONTACT DETAILS

Address: J. P. Morgan SE
Taunustor 1 (TaunusTurm)
60310 Frankfurt am Main
Germany

Copy to: Global Trade - Product Solutions
Delivery (Export Finance)
JPMorgan Chase Bank, N.A.,
London
Branch
25 Bank Street Canary Wharf
London E14 5JP
United Kingdom

Phone: +4402034934168 / +44 20 71344029

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Raj.subba@jpmorgan.com
tsd.export.finance.emea@jpmchase.com

Attention: Romina Coates / Raj Subba

UGOVOR O IZMENAMA I DOPUNAMA KOJI SE ODNOSI NA MIGA UGOVOR O KREDITU U IZNOSU DO 400.000.000 EVRA, OD 10. DECEMBRA 2021. GODINE IZMEĐU REPUBLIKE SRBIJE KOJU ZASTUPA VLADA REPUBLIKE SRBIJE, POSTUPAJUĆI PREKO MINISTARSTVA FINANSIJA KAO ZAJMOPRIMCA I J.P. MORGAN AG KAO AGENTOM I JPMORGAN CHASE BANK, N.A., LONDON BRANCH KAO PRVOBITNIM MANDATNIM VODEĆIM ARANŽEROM I CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, RAIFFEISEN BANK INTERNATIONAL AG I SANTANDER BANK N.A. KAO MANDATNIM VODEĆIM ARANŽERIMA I CAIXABANK, S.A. I UBS SWITZERLAND AG KAO VODEĆIM ARANŽERIMA I BANCO SANTANDER, S.A., CAIXABANK, S.A., CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, JPMORGAN CHASE BANK, N.A., LONDON BRANCH, RAIFFEISEN BANK INTERNATIONAL AG I UBS SWITZERLAND AG KAO PRVOBITNIM ZAJMODAVCIMA, KOJI SE ODNOSI NA NEOBEZBEĐENI ZAJAM U CILJU FINANSIRANJA ODREĐENIH GRAĐEVINSKIH USLUGA OD STRANE BECHTEL ENKA UK LIMITED, KOJI POSLUJE U SRBIJI PREKO BECHTEL ENKA UK LIMITED OGRANAK BEOGRAD ZA POTREBE PRIVREDNOG DRUŠTVA „KORIDORI SRBIJE” D.O.O. BEOGRAD U VEZI SA IZGRADNJOJ INFRASTRUKTURNOG KORIDORA AUTOPUTA E-761 DEONICE POJATE-PRELJINA (MORAVSKI KORIDOR)

Ovaj Ugovor o izmenama i dopunama (u daljem tekstu: „Ugovor”) datiran je na 21. mart 2023. godine i zaključen je između:

- (A) **REPUBLIKE SRBIJE** koju predstavlja Vlada Republike Srbije delujući preko i putem Ministarstva finansija, kao zajmoprimca (u daljem tekstu „Zajmoprimac”);
- (B) **J.P. MORGAN SE** (u prethodnom nazivu JP Morgan AG) evropskog javnog preduzeća (Societas Europaea) osnovanog u skladu sa Uredbom Saveta (EC) br. 2157/2001, od 8. oktobra 2001. godine, o Statutu za evropske kompanije (SE), sa sedištem na adresi Taunustor 1 (TaunusTurm), 60310 Frankfurt na Majni, Nemačka, i registrovane u Registru kompanija B (Handelsregister B) pri lokalnom sudu (Amtsgericht) u Frankfurtu na Majni pod matičnim brojem HRB 126056, kao agenta (u daljem tekstu „Agent”);
- (C) **JPMORGAN CHASE BANK, N.A., LONDON BRANCH, BANCO SANTANDER, S.A., CAIXABANK, S.A. i CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK** kao zajmodavaca za dodatno finansiranje (u daljem tekstu pojedinačno „Zajmodavac za dodatno finansiranje” , i zajedno „Zajmodavci za dodatno finansiranje”);

1. UVOD

- 1.1 Pozivamo se na Ugovor o kreditu od 10. decembra 2021. godine kojim je odobren zajam u iznosu do 400.000.000 evra, zaključen između, između ostalih, Zajmoprimca, Agentu i Prvobitnih zajmodavaca (u daljem tekstu „Ugovor o kreditu”).
- 1.2 Ovaj Ugovor je dopuna Ugovora o kreditu, a Ugovor o kreditu i ovaj Ugovor treba čitati i tumačiti kao jedan ugovor.
- 1.3 U ovom Ugovoru, termini koji se koriste a nisu drugačije definisani imaće značenja koja su im pripisana u Ugovoru o kreditu.

2. DODATNO FINANSIRANJE

- 2.1 Sa dejstvom od Datuma stupanja na snagu:
 - (a) obaveze po Ugovoru o kreditu će biti povećane u odnosu na svakog Zajmodavca za dodatno finansiranje do iznosa navedenog u tabeli

sadržanoj u stavu (j) klauzule 3.3 (Izmene i dopune Ugovora o kreditu) ispod (u daljem tekstu „**Angažovana sredstva za dodatno finansiranje**”);

- (b) Angažovana sredstva za dodatno finansiranje će obezbediti Zajmodavci za dodatno finansiranje;
 - (c) Zajmoprimac i svaki Zajmodavac za dodatno finansiranje će preuzeti obaveze jedni prema drugima i/ili steći prava jedni protiv drugih kao što bi Zajmoprimac i svaki Zajmodavac za dodatno finansiranje preuzeli i/ili stekli da je svaki Zajmodavac za dodatno finansiranje bio Prvobitni Zajmodavac u pogledu Angažovanih sredstava za dodatno finansiranje koje treba da preuzme.
 - (d) svaki Zajmodavac za dodatno finansiranje i svaka od drugih Finansijskih Strana će preuzeti obaveze jedni prema drugima i steći prava jedni protiv drugih kao što bi svaki Zajmodavac za dodatno finansiranje i te Finansijske strane preuzeli i/ili stekli da je svaki Zajmodavac za dodatno finansiranje bio Prvobitni Zajmodavac u pogledu Angažovanih sredstava za dodatno finansiranje koje treba da preuzme; i
 - (e) Angažovana sredstva ostalih Prvobitnih Zajmodavaca će nastaviti da budu u punoj snazi i dejstvu.
- 2.2 Zaključenjem ovog Ugovora svaki Zajmodavac za dodatno finansiranje pokazuje svoju spremnost da preuzme i preuzima (sa dejstvom od Datuma stupanja na snagu) sve obaveze Zajmodavca koje odgovaraju Angažovanim sredstvima za dodatno finansiranje koje treba da preuzme, kao da je bio Prvobitni Zajmodavac u skladu sa tim Angažovanim sredstvima za dodatno finansiranje.

3. **IZMENE I DOPUNE UGOVORA O KREDITU**

3.1 **Datum stupanja na snagu**

Izmene i dopune navedene u ovom Ugovoru stupaju na snagu na i od datuma kada Agent obavesti Zajmoprimca da su svi preduslovi navedeni u Prilogu 1 ispunjeni, na njemu zadovoljavajući način (postupajući po uputstvima svih Zajmodavaca i MIGA-e) (u daljem tekstu „**Datum stupanja na snagu**”). Ukoliko Datum stupanja na snagu ne nastupi u roku od 60 dana od datuma ovog Ugovora (ili onog kasnijeg datuma koji Agent dogovori), izmene i dopune neće stupiti na snagu.

3.2 **Prihvatanje**

Agent (koji deluje u ime Zajmodavaca koji vrše ustupanje ili prenos u skladu sa klauzulom 32.1 (Obavezna odobrenja)) Ugovora o kreditu potvrđuje saglasnost Zajmodavaca koji vrše ustupanje ili prenos za povećanje Angažovanih sredstava u skladu sa klauzulom 2 (Dodatno finansiranje) i za izmene i dopune Ugovora o kreditu u skladu sa ovom klauzulom 3.3 (Izmene i dopune Ugovora o kreditu) potpisivanjem ovog Ugovora.

3.3 **Izmene i dopune Ugovora o kreditu**

Na i od datuma stupanja na snagu, Ugovor o kreditu se menja na sledeći način:

- (a) na naslovnoj strani reči „400.000.000 EUR” se brišu i zamenjuju rečima „500.000.000 EUR”;

- (b) u klauzuli 1.1, nova definicija „**Dodatne MIGA Premije**” je uključena kao što sledi:
 „**Dodatna MIGA Premija**” označava premiju osiguranja koju Zajmoprimac plaća MIGA-i u evrima u pogledu izmene MIGA garancije o čemu će svedočiti obaveštenje koje će MIGA poslati”;
- (c) u klauzuli 1.1, nova definicija „**Pismo o izmenama i dopunama**” dodaje se odmah iza postojeće definicije „**Podružnica**”, kao što sledi:
 „**Pismo o izmenama i dopunama**” označava dokument pod naslovom „Ugovor o izmenama i dopunama koji se odnosi na MIGA Ugovor o kreditu u iznosu od 400.000.000 EUR” datiran na 21. mart 2023. godine;”
- (d) u klauzuli 1.1, definicija „**Pismo o naknadama**” menja se dodavanjem, odmah nakon reči „iz Klauzule 11 (Naknade)” , sledećih reči:
 „i svako pismo ili pisma datirana na ili oko datuma Pisma o izmenama i dopunama koje navode bilo koju od naknada navedenih u klauzuli 5 (Naknade) Pisma o izmenama i dopunama” ;
- (e) u klauzuli 1.1, definicija „**MIGA Garancija**” menja se dodavanjem neposredno ispred reči „(postupajući po instrukcijama svih zajmodavaca)” sledećih reči:
 „(koja s vremena na vreme može biti izmenjena i dopunjena)” ;
- (f) u klauzuli 1.1, definicija „**MIGA Premija**” menja se dodavanjem odmah nakon reči „premiju osiguranja koju Zajmoprimac plaća MIGA-i u evrima” sledećih reči:
 „(uključujući bilo koju Dodatnu MIGA Premiju)” ;
- (g) u klauzuli 1.1 definicija „**Ukupna angažovana sredstva**” menja se dodavanjem odmah iza reči „Ugovora” sledećih reči:
 „i koja su povećana na iznos od 500.000.000 evra u skladu sa Pismom o izmenama i dopunama”; i
- (h) u stavu (a) klauzule 7.1, reči „20.000.000 evra” brišu se i menjaju rečima „25.000.000 evra” ;
- (i) stav (b) klauzule 11.4 menja se dodavanjem odmah nakon reči „prvi Datum korišćenja sredstava” sledećih reči:
 „U cilju izbegavanja sumnje, u pogledu ove klauzule 11.4(b) i obaveze plaćanja iz (i) i (ii), MIGA premija ne uključuje dodatnu MIGA premiju, i bilo koja dodatna MIGA premija je plativa u skladu sa stavom 3(a) Priloga 1 (Preduslovi) Pisma o izmenama i dopunama.” ;
- (j) Prilog 1 briše se i menja sledećim:

„PRILOG 1

Prvobitne strane

PRVOBITNI ZAJMODAVCI

Ime zajmodavca	prvobitnog	Angažovana sredstva (EUR)	Angažovana sredstva nakon povećanja (EUR)
Banco Santander, S.A.		70.000.000	96.630.434,78

CaixaBank, S.A.	50.000.000	62.500.000
Credit Agricole Corporate and Investment Bank	70.000.000	96.630.434,78
JPMorgan Chase Bank, N.A., London Branch	90.000.000	124.239.130,44
Raiffeisen Bank International AG	70.000.000	70.000.000
UBS Switzerland AG	50.000.000	50.000.000

Radi izbegavanja sumnje, u pogledu svakog Zajmodavca za dodatno finansiranje, na i od Datuma stupanja na snagu, njegova angažovana sredstva će biti iznos naveden nasuprot njegovog imena ispod naslova „Angažovana sredstva nakon povećanja (EUR)” .”

4. IZJAVE I POTVRDE

4.1 Zajmoprimac daje svaku od Izjava koje se ponavljaju, svakoj Finansijskoj strani i svakom Zajmodavcu za dodatno finansiranje na datum ovog Ugovora, na datum kada je Agent potpisao ovaj Ugovor i na Datum stupanja na snagu:

- (a) pozivanjem na činjenice i okolnosti koje su tada postojale; i
- (b) na osnovu toga što pozivanja u Izjavama koje se ponavljaju, na Finansijske dokumente i na Dokumenta o transakciji uključuju i ovaj Ugovor,

i potvrđuje da je Agent stupio u ovaj Ugovor i pristao na izmene i dopune izvršene ovim Ugovorom oslanjajući se u potpunosti na te izjave i garancije.

5. NAKNADE

Zajmoprimac će platiti Agentu naknadu u iznosu i u vremenskim rokovima dogovorenim u Pismu o naknadama za račun subjekta naznačenog u takvom Pismu o naknadama.

6. RAZNO

6.1 Osim ako nije drugačije definisano uslovima ovog Ugovora, Ugovor o kreditu i druga Finansijska dokumenta će ostati u punoj snazi i dejstvu. Zajmoprimac ponovo potvrđuje sve svoje obaveze po Ugovoru o kreditu (kako je izmenjeno ovim Ugovorom) i prema drugim Finansijskim dokumentima.

6.2 Svako pozivanje u Finansijskim dokumentima na Ugovor o kreditu ili na bilo koju odredbu Ugovora o kreditu, tumačiće se kao pozivanje na Ugovor o kreditu, ili na tu odredbu, kako je izmenjeno i dopunjeno ovim Ugovorom.

6.3 Ovaj Ugovor je Finansijski Dokument.

6.4 Zajmoprimac će odmah platiti Agentu iznos svih troškova i izdataka koji su za njega razumno nastali (uključujući pravne troškove, podložno unapred dogovorenim ograničenjima i pretpostavkama koje se na njih primenjuju) u vezi sa pregovorima, pripremom, štampanjem, izvršenjem i usavršavanjem ovog Ugovora i svih dokumenata navedenih u ovom Ugovoru.

6.5 Ako, u bilo kom trenutku, bilo koja odredba ovog Ugovora bude ili postane nevažeća, nezakonita ili neprimenljiva u bilo kom pogledu prema bilo kom zakonu bilo koje nadležnosti, ni zakonitost, validnost ili primenljivost preostalih odredbi, niti zakonitost, valjanost ili primenljivost takve odredbe po

zakonu bilo koje druge nadležnosti neće na bilo koji način biti pogođeni ili narušeni.

- 6.6 Ovaj Ugovor može biti potpisan u bilo kom broju primeraka, što će imati isto dejstvo kao da su potpisi stavljeni na jedan jedini primerak ovog Ugovora.
- 6.7 Na ovaj Ugovor i sve neugovorne obaveze koje proističu iz ovog Ugovora ili su sa njim u vezi, primenjivaće se pravo Engleske.
- 6.8 Klausula 39 (Arbitraža), klauzula 40 (Nadležnost) i klauzula 41 (Uručenje) Ugovora o kreditu se primenjuju na ovaj Ugovor kao da su u potpunosti u njemu navedene sa svim neophodnim posledičnim izmenama referenci klauzule, referenci strana i referenci na primenljiva dokumenta.

PRILOG 1**Preduslovi****1. OVLAŠĆENJA ZAJMOPRIMCA**

- (a) Primerci svih relevantnih zakona, propisa i/ili ovlašćenja, uključujući Zakon o potvrđivanju ovog ugovora zajedno sa dokazom, zadovoljavajućim za Agenta, da je takav zakon objavljen u „Službenom glasniku Republike Srbije” i da je stupio na snagu.
- (b) Overeni primerak KZ obrazaca kao dokaz da je Ugovor pravovremeno dostavljen NBS;
- (c) Potvrda od strane ovlašćenog potpisnika Zajmoprimca:
 - (i) kojim se potvrđuje da je svaki primerak dokumenta naveden u ovom Prilogu tačan, kompletan i u potpunosti na snazi i važeći na dan koji ne nastupa ranije od datuma ovog Ugovora; i
 - (ii) kojim se potvrđuje da zaduživanje u punom iznosu po osnovu Kreditnog aranžmana ne bi dovelo do prekoračenja zaduživanja, garantovanja ili sličnog limita Zajmoprimca niti Republike Srbije.

2. FINANSIJSKI DOKUMENTI

- (a) Original, koji su pravovremeno potpisale sve strane ovog Ugovora.
- (b) Original, koji su pravovremeno potpisale sve strane svakog Pisma o naknadama.
- (c) Dokaz da su ovaj Ugovor i sporazum o izmenama i dopunama u vezi sa MIGA Garancijom propisno odobreni, izvršeni i isporučeni od strane svake strane u njima i da su u punoj snazi i dejstvu, uključujući i overen primerak zaključka Vlade Republike Srbije kojim se: (i) odobrava zaduživanje od strane Zajmoprimca po osnovu ovog Ugovora; (ii) ovlašćuje ministar finansija Republike Srbije da potpiše ovaj Ugovor u ime Republike Srbije, sa, ako je primenjivo, dokazom da su sve takse uredno plaćene za svaki takav dokument i da je svaki takav dokument registrovan kod nadležnih organa u Republici Srbiji.
- (d) Overeni prevod ovog Ugovora na srpski jezik.

3. MIGA GARANCIJA

Dokaz da:

- (a) je dodatna MIGA Premija plaćena; i
- (b) je ugovor o izmenama i dopunama u vezi sa MIGA Garancijom, uzevši u obzir ovaj Ugovor, propisno izvršen od strane ugovornih strana i da će biti u punoj snazi i dejstvu.

4. PRAVNA MIŠLJENJA

Svako od sledećih pravnih mišljenja u formi i sadržini zadovoljavajućoj za strane kreditnog aranžmana:

- (a) Pravno mišljenje Ashurst LLP, pravnih savetnika Agenta u Engleskoj u formi i sadržaja prihvatljivih za MIGA i Agenta i dostavljeno Prvobitnim zajmodavcima i MIGA, i na koje se oni mogu osloniti;
- (b) Pravno mišljenje BDK Advokati, pravnih savetnika Agenta u Republici Srbiji, u formi i sadržaja prihvatljivih za MIGA i Agenta i dostavljeno Prvobitnim zajmodavcima i MIGA, i na koje se oni mogu osloniti;

- (c) Pravno mišljenje Ministarstva pravde Republike Srbije, u formi i sadržaja prihvatljivih za MIGA i Agenta i dostavljeno Prvobitnim zajmodavcima i MIGA, i na koje se oni mogu osloniti; i
- (d) Bilo koje drugo pravno mišljenje koje bilo koja Strana kreditnog aranžmana ili Zajmodavci za dodatno finansiranje, mogu tražiti.

5. **DRUGA DOKUMENTA I DOKAZI**

- (a) Dokaz da su sve naknade, troškovi i izdaci (uključujući i naknade koje se plaćaju u skladu sa klauzulom 5 (Naknade) ovog Ugovora i naknade koje se plaćaju MIGA-i) koje su dospеле i plative od strane Zajmoprimca u skladu sa ovim Ugovorom i sporazumom o izmenama i dopunama u skladu sa Miga Garancijom, u potpunosti plaćene (ili će biti plaćene iz sredstava prvog korišćenja kreditnog aranžmana nakon Datuma stupanja na snagu (osim u pogledu bilo koje naknade plative MIGA-i, uključujući Dodatnu MIGA premiju, od kojih je svaka plaćena u potpunosti)).
- (b) Primerak bilo kojih drugih Odobrenja ili drugih dokumenata, mišljenja ili potvrda koje Agent smatra neophodnim ili poželjnim (ako je o tome obavestio Zajmoprimca) u vezi sa zaključivanjem i izvršenjem transakcija predviđenih ovim Ugovorom ili validnosti i izvršnosti ovog Ugovora.
- (c) Bilo koji dokument ili radnju koja se zahteva u vezi sa izdavanjem pravnih mišljenja navedenih u stavu 4 gore.

POTPISNICI**ZAJMOPRIMAC**

Potpisano od strane:)

)

Za i u ime **REPUBLIKE SRBIJE** kao)
Zajmoprimca koju zastupa Vlada)
Republike Srbije, postupajući preko)
Ministarstva finansija

KONTAKT PODACI

Adresa: Kneza Miloša 20

11000 Beograd

Faks: (381-11) 3618-961

Za:

ZAJMODAVCI ZA DODATNO FINANSIRANJE

Potpisano od strane:)

)

Za i u ime **JPMORGAN CHASE BANK,**)**N.A., LONDON BRANCH** kao)

Zajmodavca za dodatno finansiranje)

Ayotunde Lemo

Potpredsednik

KONTAKT PODACI**Adresa:** JPMorgan Chase Bank, N.A.,

London Branch

25 Bank Street Canary Wharf

London E14 5JP

United Kingdom

Telefon: +44 20 7742 7120 / +44 20 7742 5318**Email:** ayotunde.lemo@jpmorgan.comrichard.s.wilkins@jpmorgan.com**Za:** Ayotunde Lemo / Richard Wilkins

Potpisano od strane:)

)

Za i u ime **BANCO SANTANDER, S.A**)
kao Zajmodavca za dodatno)
finansiranje)

Jose Luis Vicent Rodriguez
Izvršni direktor

Natalia San Miguel Agudo
Potpredsednik

KONTAKT PODACI

Adresa: Ciudad Financiera

Av. de Cantabria s/n

Edificio Marisma - 2nd floor

28660 Boadilla del Monte - Spain

Telefon: +034 912 892 238 / +034 657 491 608

Email: ExportFinanceBO@gruposantander.com

Za: Ignacio del Polzo / Andra Maria Lapadatu / Remedios Cantalapiedra
ignacio.delpozo@santander.us / a.lapadatu@gruposantander.com /
rcantalapiedra@gruposantander.com /

Potpisano od strane:)
)
Za i u ime **CAIXABANK, S.A** kao)
Zajmodavca za dodatno finansiranje)

KONTAKT PODACI

Adresa: P^o. de la Castellana 189,
Planta 8, 28046 - Madrid

Telefon: +34 616 026 516 / +34 660 146 816

Email: jccalle@caixabank.com /
fgil@caixabank.com

Za: Juan Carlos Calle Llorente /
Francisco Gil Mesino

Juan Carlos
Llorente
Izvršni direktor

Calle Francisco Gil Mesino
Stručni saradnik

Potpisano od strane:)

)

Za i u ime **CREDIT AGRICOLE**)
CORPORATE AND INVESTMENT)
BANK kao Zajmodavca za dodatno)
 finansiranje)

Marie Fevre

Karine LEGERET

Generalni direktor

Šef odeljenja za strukturiranje
 proizvoda i upravljanje imovinom za
 izvoz finansija

KONTAKT PODACI

Adresa: 2 place des Etats-Unis
 CS 70052, 92547 Montrouge Cedex
 France

Telefon: + 33157872294 / + 33157871551 /
 + 33157870622

Email: corinne.cancel@ca-cib.com,
axel.ranque@ca-cib.com,
marianne.nourigat@ca-cib.com,
ITB_MO_EXPORT_FINANCE@ca-cib.com

Za: Corinne Cancel, Axel Ranque,
 Marianne Nourigat

AGENT

Potpisano od strane:)

)

Funkcija: Ovlašćeni potpisnik)

)

Za i u ime **J.P. MORGAN SE** kao
Agenta**KONTAKT PODACI****Adresa:** J. P. Morgan SE

Taunustor 1 (TaunusTurm)

60310 Frankfurt am Main

Germany

Kopija: Global Trade - Product Solutions

Delivery (Export Finance)

JPMorgan Chase Bank, N.A., London

Branch

25 Bank Street Canary Wharf

London E14 5JP

United Kingdom

Telefon: +4402034934168 / +44 20 71344029**Email:** romina.coates@jpmorgan.comRaj.subba@jpmorgan.comtsd.export.finance.emea@jpmchase.com**Za:** Romina Coates / Raj Subba

Član 3.

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