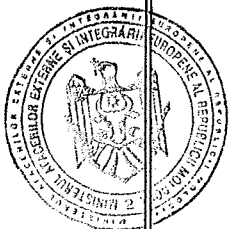




ACORD
de împrumut dintre Republica Moldova și Banca
Europeană pentru Reconstrucție și Dezvoltare
privind implementarea proiectului „Interconectarea
rețelelor de energie electrică dintre Republica
Moldova și România, Faza I”

Chișinău, 20 decembrie 2017



COPIE CERTIFICATĂ
TEXT ÎN LIMBA ENGLEZĂ

EXECUTION VERSION
(Operation Number 47087)

LOAN AGREEMENT

(Moldova Romania Power Interconnection Phase I)

between

REPUBLIC OF MOLDOVA

and

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

Dated 20 December 2017

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LOAN AGREEMENT

AGREEMENT dated 20 December 2017 between the **REPUBLIC OF MOLDOVA** (the "Borrower") and **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT** (the "Bank").

PREAMBLE

WHEREAS, the Bank has been established to provide financing for specific projects to foster the transition towards open market-oriented economies and to promote private and entrepreneurial initiative in the Central and Eastern European countries committed to and applying the principles of multiparty democracy, pluralism and market economics;

WHEREAS, the Borrower intends to implement the Project as described in Schedule 1 which is designed to assist in construction, equipment and placing into operation of Moldova-Romania power interconnection;

WHEREAS, the Project will be carried out by the State Enterprise Moldelectrica, organised as State Enterprise in the Republic of Moldova, according to Law 146-XIII issued on 16 June 1994 (the "Project Entity") with financial assistance from the Borrower;

WHEREAS, the Borrower has requested assistance from the Bank in financing part of the Project;

WHEREAS, the Borrower intends to contract a loan from the European Investment Bank ("EIB") in the amount of EUR 80,000,000 to assist in financing the Project, subject to the terms and conditions to be set forth in an agreement (the "EIB Loan Agreement") between the Borrower and EIB;

WHEREAS, the Borrower intends to contract a loan from the World Bank in an amount which is the USD equivalent of EUR 70,000,000 to assist in financing the Project, subject to the terms and conditions to be set forth in an agreement (the "World Bank Loan Agreement") between the Borrower and World Bank;

WHEREAS, the Borrower has obtained a grant from the European Union through its Neighbourhood Investment Facility in the amount of EUR 40,000,000 (the "NIF Grant") on 6 July 2017 to assist in financing the Project, subject to the terms and conditions to be set forth under a grant agreement to be signed between the Borrower, the Project Entity and the Bank (the "Grant Agreement"); and

WHEREAS, the Bank has agreed on the basis of, *inter alia*, the foregoing to make a loan to the Borrower in the amount of EUR 80,000,000 subject to the terms and conditions set forth or referred to in this Agreement and in the project agreement dated the date hereof between the Project Entity and the Bank (the "Project Agreement" as defined in the Standard Terms and Conditions).

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I - STANDARD TERMS AND CONDITIONS; DEFINITIONS

Section 1.01. Incorporation of Standard Terms and Conditions

All of the provisions of the Bank's Standard Terms and Conditions dated 1 December 2012 are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications (such provisions as so modified are hereinafter called the "Standard Terms and Conditions"):

(a) The definition of "Euro", "EUR" or "€" in Section 2.02 of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows:

"Euro", "EUR" or "€" means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the legislation of the European Union relating to economic and monetary union."

(b) The definitions of "Coercive Practice", "Collusive Practice", "Corrupt Practice" and "Fraudulent Practice" in Section 2.02 of the Standard Terms and Conditions shall, for purposes of this Agreement, be deleted in their entirety.

(c) The definition of "Prohibited Practice" in Section 2.02 of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows:

"Prohibited Practice" means a coercive practice, a collusive practice, a corrupt practice, a fraudulent practice, a misuse of the Bank's resources, an obstructive practice or a theft, as each of these terms is defined in the Bank's Enforcement Policy and Procedures dated the date so specified in the Loan Agreement under the definition of "Enforcement Policy and Procedures".

(d) The definition of "Reference Page" in Section 2.02 of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows:

"Reference Page" means the display of (i) for Loans denominated in USD or £, London interbank offered rates of major banks for deposits in the Loan Currency designated as pages LIBOR01 and LIBOR02 on Thomson Reuters services (or such other page as may replace pages LIBOR01 and LIBOR02 on Thomson Reuters services for the purpose of displaying London interbank offered rates for deposits in the Loan Currency), and (ii) for Loans denominated in Euro, Euro-zone interbank offered rates for deposits in the Loan Currency designated as page EURIBOR01 on Thomson Reuters services (or such other page as may replace EURIBOR01 on Thomson Reuters services for the purpose of displaying Euro-zone

interbank offered rates for deposits in the Loan Currency)."

(e) The definition of "TARGET Day" in Section 2.02 of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows:

"TARGET Day" means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer system is open for the settlement of payments in Euro."

(f) Section 3.04(a) of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows:

"(a) If the Loan is subject to a Variable Interest Rate then, for purposes of Section 3.04(b) below, the Relevant Market Interest Rate shall be:

(i) for the first Interest Period of each Drawdown, the offered rate per annum for deposits in the Loan Currency that appears on the Reference Page as of 11:00 a.m., as applicable, London time (for USD or £) or Brussels time (for Euro), on the relevant Interest Determination Date for the period which equals the duration of such Interest Period (or if no such rate appears on the Reference Page for a period equal to the duration of such Interest Period but rates ("Reference Rates") do appear on the Reference Page both for a period that is shorter than and for a period that is longer than the duration of such Interest Period, the Relevant Market Interest Rate shall be the rate (rounded upward, if necessary, to four decimal places) that would be applicable for a period equal to the duration of such Interest Period as determined through the use of straight-line interpolation by reference to the Reference Rate that appears on the Reference Page for the period that is the next shorter in length than the duration of such Interest Period and the Reference Rate that appears on the Reference Page for the period that is the next longer in length than the duration of such Interest Period); and

(i) for each subsequent Interest Period, the offered rate per annum for deposits in the Loan Currency which appears on the Reference Page as of 11:00 a.m., as applicable, London time (for USD or £) or Brussels time (for Euro), on the relevant Interest Determination Date for the period which is closest to the duration of such Interest Period (or, if two periods are equally close to the duration of such Interest Period, the average of the two relevant rates);

provided that:

- (1) if, for any reason, the Relevant Market Interest Rate cannot be determined at such time by reference to the Reference Page, the Relevant Market Interest Rate shall be the rate per annum which the Bank determines to be the arithmetic mean (rounded upward, if necessary, to four decimal places) of the offered rates per annum for deposits in the Loan Currency in an amount comparable to the portion of the Loan subject to a Variable Interest Rate scheduled to be outstanding during the relevant Interest Period for a period equal to such Interest Period which are quoted to leading banks in, as applicable, the London interbank market (for USD or £) or Euro-zone interbank market (for Euro) as advised to the Bank by at least two major banks active in, as applicable, the London interbank market (for USD or £) or Euro-zone interbank market (for Euro) selected by the Bank; and
- (2) if pursuant to the terms specified in this Section 3.04(a), the Relevant Market Interest Rate would be below zero, the Relevant Market Interest Rate will be deemed to be zero."

(g) Section 3.04 of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to include a new Section 3.04(e) which shall read as follows:

"(e) If an event specified in Section 7.06 of the Standard Terms and Conditions has occurred and is continuing, the Bank may elect to require the Borrower to pay interest on the portion of the Loan, if any, that is subject to a Fixed Interest Rate not at such Fixed Interest Rate but instead at a Variable Interest Rate."

(h) Section 3.09(a)(iii) of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows: "(iii) the interest rate per annum offered in, as applicable, the London interbank market (for USD or £) or the Euro-zone interbank market (for Euro), on the Default Interest Determination Date for a deposit in the Loan Currency of an amount comparable to the overdue amount for a period equal to the relevant Default Interest Period or, if or, if a Market Disruption Event has occurred, the rate which expresses as a percentage rate per annum the cost to the Bank of funding the Loan from whatever source the Bank may reasonably select (or at the option of the Bank, the Relevant Market Interest Rate, if available), provided that if the rate pursuant to this sub-paragraph (iii) would be below zero, the rate will be deemed to be zero."

(i) Section 3.10(b)(2) of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows: "any portion of the Loan which is subject to a Fixed Interest Rate is accelerated pursuant to Section 7.06 or otherwise becomes due prior to its stated maturity or becomes subject to a Variable Interest Rate pursuant to Section 3.04(e) of the Standard Terms and Conditions; or".

(j) Section 3.13(a)(1)(B) of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows: "(B) the rate, as notified by the Bank to the Borrower as soon as practicable and in any event before interest is due to be paid in respect of the relevant Interest Period, which expresses as a percentage rate per annum the cost to the Bank of funding the Loan from whatever source the Bank may reasonably select (or, at the option of the Bank, the Relevant Market Interest Rate, if

available), provided that if the rate pursuant to this sub-paragraph (B) would be below zero, the rate will be deemed to be zero; and"

(k) Section 4.04(a)(ii) of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows:

"(ii) enable the Bank's representatives, at the Bank's request;

(A) to visit any facilities and construction sites relating to the Project;

(B) to examine any and all goods, works and services financed out of the proceeds of the Loan and any plants, installations, sites, works, buildings, property, equipment, records and documents relevant to the performance of the obligations of the Borrower under the Loan Agreement;

(C) for these purposes, to meet and hold discussions with such representatives and employees of the Borrower as the Bank may deem necessary and appropriate,

in each case, including in order (i) to facilitate the Bank's evaluation of the Project and enable the Bank to examine and address any Project-related complaint made under the Bank's Project Complaint Mechanism and (ii) to assess whether a Prohibited Practice has occurred in relation to the Project or the transactions contemplated herein."

(l) Section 8.01 of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to include an additional paragraph which shall read as follows:

"Notwithstanding any other provisions of these Standard Terms and Conditions, the Loan Agreement, the Guarantee Agreement or any Project Agreement, the Borrower, the Guarantor and each Project Entity (if any) are deemed to acknowledge and agree that the Bank may invoke the Enforcement Policy and Procedures in respect of allegations of Prohibited Practices."

(m) Section 8.04(b)(iii) of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows: "(iii) Where the Secretary-General of the Permanent Court of Arbitration is to appoint an arbitrator, the Secretary-General of the Permanent Court of Arbitration shall be at liberty to choose any person he/she regards as suitable to act as arbitrator pursuant to Articles 9.2 and/or 9.3 of the UNCITRAL Arbitration Rules."

Section 1.02. Definitions

Wherever used in this Agreement (including the Preamble and Schedules), unless stated otherwise or the context otherwise requires, the terms defined in the Preamble have the respective meanings given to them therein, the terms defined in the Standard Terms and Conditions have the respective meanings given to them therein and the following terms have the following meanings:

"ANRE"	means the National Energy Regulatory Agency of Moldova.
"Borrower's Authorised Representative"	means the Minister of Finance of the Borrower and the Authorized State Secretary of the Ministry of Finance of the Borrower, each acting individually.
"ClientNet"	means the Bank's online portal for the transmission of documents and information between the Bank and its clients, and any replacement website as the Bank may from time to time notify the Borrower.
"Enforcement Policy and Procedures"	means the Bank's Enforcement Policy and Procedures dated November 2015.
"Fiscal Year"	means the Borrower's fiscal year commencing on 1 January of each year.
"IPFA"	means the Interconnection and Power Flow Agreement between Transelectrica (Romanian TSO) and the Project Entity which sets up the obligations of each party to ensure the operation of the Project.
"Lenders"	mean EBRD, EIB and World Bank.
"Lenders' Engineer"	means a consultant appointed under terms of reference acceptable to the Bank in accordance with the EBRD Procurement Rules, to perform the Lenders' engineer functions for the Project.
"NIF Grant"	has the meaning ascribed to it in the Preamble section.
"PIAP"	means the Project Implementation Agreement for Procurement which will set the specific terms and conditions regarding procurement arrangements between EIB and the Bank.
"PIU"	means the project implementation unit referred to in Section 2.03 of the Project Agreement.
"PowerSAP"	means the Power Sector Reform Action Plan agreed between the Borrower, the Bank, EIB, World Bank and the Energy Community defining key actions and deadlines in respect to reforms in the electricity sector, attached hereto as Schedule 3.
"Subsidiary Loan Agreement"	means the loan agreement to be entered into between the Project Entity and the Borrower pursuant to Section

3.01(a), as such loan agreement may be amended from time to time.

Section 1.03. Interpretation

In this Agreement, a reference to a specified Article, Section or Schedule shall, except where stated otherwise in this Agreement, be construed as a reference to that specified Article or Section of, or Schedule to, this Agreement.

ARTICLE II - PRINCIPAL TERMS OF THE LOAN

Section 2.01. Amount and Currency

The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of EUR 80,000,000.

Section 2.02. Other Financial Terms of the Loan

- (a) The Minimum Drawdown Amount shall be EUR 500,000.
- (b) The Minimum Prepayment Amount shall be EUR 5 million.
- (c) The Minimum Cancellation Amount shall be EUR 5 million.
- (d) The Interest Payment Dates shall be 25 April and 25 October of each year.
- (e)
 - (1) The Borrower shall repay the Loan in 30 equal (or as nearly equal as possible) semi-annual instalments on 25 April and 25 October of each year, with the first Loan Repayment Date being 25 April 2021 and the last Loan Repayment Date being 25 October 2035.
 - (2) Notwithstanding the foregoing, in the event that (i) the Borrower does not draw down the entire Loan amount prior to the first Loan Repayment Date specified in this Section 2.02.(e), and (ii) the Bank extends the Last Availability Date specified in Section 2.02.(f) below to a date which falls after such first Loan Repayment Date, then the amount of each drawdown made on or after the first Loan Repayment Date shall be allocated for repayment in equal amounts to the several Loan Repayment Dates which fall after the date of such drawdown (with the Bank adjusting the amounts so allocated as necessary so as to achieve whole numbers in each case). The Bank shall, from time to time, notify the Borrower of such allocations.
- (f) The Last Availability Date shall be the date falling three years after the Effective Date, or such later date that the Bank may in its discretion establish and notify to the Borrower.
- (g) The rate of the Commitment Charge shall be 0.5% per annum.

(h) The Loan is subject to a Variable Interest Rate. Notwithstanding the foregoing, the Borrower may, as an alternative to paying interest at a Variable Interest Rate on all or any portion of the Loan then outstanding, elect to pay interest at a Fixed Interest Rate on such portion of the Loan in accordance with Section 3.04(c) of the Standard Terms and Conditions.

Section 2.03. Drawdowns

(a) The Available Amount may be drawn down from time to time in accordance with the provisions of Schedule 2 to finance expenditures made (or, if the Bank so agrees, to be made) in respect of the reasonable cost of goods, works and services required for the Project.

(b) Notwithstanding Section 3.05(c) of the Standard Terms and Conditions, the Borrower has opted not to have the Front-end Commission paid out of the Available Amount and shall instead pay the Front-end Commission out of its own resources. The payment of the Front-end Commission by the Borrower shall be made pursuant to Section 3.05(d) of the Standard Terms and Conditions.

Section 2.04. Prepayment

Notwithstanding Section 3.07 of the Standard Terms and Conditions, the Borrower shall, unless the Bank otherwise agrees, upon receipt of a prepayment from the Project Entity pursuant to Section 3.02(a)(16) of the Project Agreement, make a prepayment of the Loan in the amount of such prepayment, or if such prepayment is less than (i) the Minimum Prepayment Amount or (ii) the principal amount of the Loan drawn down and not repaid, in the lesser of the amounts in (i) and (ii) above.

ARTICLE III - EXECUTION OF THE PROJECT

Section 3.01. Other Project Covenants

In addition to the general undertakings set forth in Articles IV and V of the Standard Terms and Conditions, the Borrower shall, and shall cause any of its competent authorities, including the Ministry of Economy and Infrastructure, unless the Bank otherwise agrees:

(a) Make available to the Project Entity, pursuant to a loan agreement in form and substance satisfactory to the Bank, the proceeds of the Loan on terms and conditions substantially the same as those of the Loan ("Subsidiary Loan Agreement");

(b) Exercise its rights under the Subsidiary Loan Agreement in such manner as to protect the interests of the Borrower and the Bank, to comply with the provisions of this Agreement and to accomplish the purposes for which the Loan is made;

(c) Not assign, amend, abrogate or waive any provision of the Subsidiary Loan Agreement;

(d) Take or shall cause the Project Entity to take all actions necessary to provide adequate funds and other resources, including human resources for the completion of the Project;

(e) Including through the Ministry of Economy and Infrastructure, cause the Project Entity to perform all of its obligations under the Project Agreement, including without limitation its obligations relating to:

(1) establishment and operation of a project implementation unit as provided for in Section 2.03 of the Project Agreement;

(2) procurement of goods, works and services from the Project as provided for in Section 2.04 of the Project Agreement;

(3) environmental and social matters as provided for in Section 2.05 of the Project Agreement;

(4) employment and use of consultants to assist in the implementation of the Project as provided for in Section 2.06 of the Project Agreement;

(5) preparation and submission of reports on matters relating to the Project and to the Project Entity's operations as provided for in Section 2.07 of the Project Agreement;

(6) maintenance of procedures, records and accounts, preparation, auditing and submission to the Bank of financial statements and furnishing to the Bank any other relevant information relating to the Project or the Project Entity's operations as provided for in Section 3.01 of the Project Agreement; and

(7) compliance with all covenants regarding financial and operational aspects of the Project and the Project Entity as provided for in Sections 3.02, 3.03 and 3.04 of the Project Agreement;

(f) Take all action necessary to achieve that the EIB Loan Agreement and the Grant Agreement become effective no later than 360 days from the date of this Agreement or such other date as the Bank has established in writing;

(g) Take, or cause to be taken, all additional action necessary to provide adequate funds for the completion of the Project;

(h) Including through the Ministry of Economy and Infrastructure, take all action necessary to provide assistance and support, as may be required, to the consultants appointed under the Project to implement their respective assignments under the terms of reference acceptable to the Bank and appointed in line with the EBRD Procurement Rules;

(i) Exempt from taxes (including, without limitation, VAT) and duties (including, without limitation, any customs duties) all goods, works and services (including

consultancy services), procured by the Project Entity for the Project and financed from the proceeds of the Loan, or provide for their reimbursement.

(j) Take any action in accordance with the laws of the Republic of Moldova which is required to maintain the independence of ANRE including in setting a methodology for the cost based tariffs and development of electricity transportation services that among other things will reflect the Project costs in accordance with the long term plan as approved by ANRE.

(k) Not amend, suspend, abrogate, repeal or waive its legislation so as to affect materially and adversely the ability of the Project Entity to perform any of its obligations under the Project Agreement;

(l) Not, without the prior written consent of the Bank, claim, make, recover, receive or retain (or seek to claim, make, recover, receive or retain) any dividend or other form of distribution (including by means of any charge, fee, the repayment of any loan or otherwise and whether in cash or in kind) from the Project Entity; and

(m) Not instruct or otherwise direct the Project Entity to use its profits, or any significant portion thereof, for the making of investments that could jeopardise in any way the successful implementation of the Project and the successful and punctual repayment of the indebtedness under the Subsidiary Loan Agreement.

(n) Upon completion of the Project, ensure that ANRE confirms that the investments made under the Project have been or will be recognised in the tariffs of the Project Entity.

(o) Take, or cause to be taken, all action necessary to implement the PowerSAP as set forth therein;

(p) Through the Ministry of Economy and Infrastructure, ensure that the appropriate departments in the Ministry of Economy and Infrastructure oversee the overall Project implementation and management with due diligence and efficiency;

(q) Including through the Ministry of Economy and Infrastructure, ensure that the Project Entity shall be responsible for the day-to-day management of the Project, including financial and procurement management and other Project-related tasks;

(r) The IPFA shall be executed and delivered to the Bank before completion of the Project; and

(s) If the Project Entity presents to EBRD the plan contemplated by Section 5.01(n)(i) hereof, then the Borrower shall, and shall cause any of its competent authorities, including through the Ministry of Economy and Infrastructure, ensure that an appropriate site contamination clean-up programme (subject to sign-off by the Lenders) is implemented for the land plot selected for the Vulcaneshti substation, if necessary based on the PCB (Polychlorinated biphenyl) and dioxins investigations, ensuring that the construction works can be executed in line with occupational safety exposure limits and that there are no environmental liabilities to third parties through soil and groundwater contamination; or if the Project Entity presents to EBRD the plan contemplated by Section 5.01(n)(ii) hereof, then the Borrower shall, and shall cause any

of its competent authorities, including through the Ministry of Economy and Infrastructure, ensure that the Project Entity acquires the alternate site in a manner satisfactory to the Bank.

ARTICLE IV - SUSPENSION; ACCELERATION; CANCELLATION

Section 4.01. Suspension

The following are specified for purposes of Section 7.01(a)(xvii) of the Standard Terms and Conditions:

- (a) The legislative and regulatory framework applicable to the electricity transmission sector in the territory of the Borrower shall have been amended, suspended, abrogated, repealed or waived in a manner that has or could have a material adverse effect on the Project or the operations or the financial condition of the Project Entity or its ability to carry out the Project or perform any of its obligations under the Project Agreement, the Subsidiary Loan Agreement or the transactions contemplated thereunder;
- (b) Control of the Project Entity shall have been transferred to a party other than the Borrower; or
- (c) The Project Entity shall have failed to perform any of its obligations under the Subsidiary Loan Agreement.

ARTICLE V - EFFECTIVENESS

Section 5.01. Conditions Precedent to Effectiveness

The following are specified for purposes of Section 9.02(c) of the Standard Terms and Conditions as additional conditions to the effectiveness of this Agreement and the Project Agreement:

- (a) The Subsidiary Loan Agreement, in form and substance satisfactory to the Bank, has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Project Entity to make drawings thereunder, except only the effectiveness of this Agreement, have been fulfilled;
- (b) The Project Agreement has been executed and delivered and all conditions precedent to its effectiveness have been fulfilled;
- (c) The Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Borrower to make drawings thereunder, except only the effectiveness of this Agreement, have been fulfilled;

(d) The EIB Loan Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Borrower to make drawings thereunder, except only the effectiveness of this Agreement, have been fulfilled;

(e) A project agreement has been executed and delivered by EIB and the Project Entity in relation to the EIB Loan Agreement;

(f) The Parliament of the Borrower has ratified the Loan and the loans under the EIB Loan Agreement;

(g) The PIU shall have been established, with staff and terms of reference acceptable to the Bank;

(h) The tariffs for electricity transmission as approved by the ANRE are compliant with the existing methodology and are fully reflecting the regulated costs of the Project Entity and the current methodology is cost reflective of the investment in the Project (i.e. upon completion, the investment cost of the Project will be recognised in the Regulated Asset Base (RAB));

(i) A letter from the ANRE has been provided to the Bank, confirming that: (i) the Project Entity has submitted to ANRE their long term investment plan which includes the Project; (ii) the ANRE has approved such investment plan including the Project; and (iii) the cost of finance relating to the Loan is an eligible cost under the applicable legislation;

(j) the "Guidelines for the Annual Procurement of Electricity" adopted in January 2017 by the Ministry of Economy and Infrastructure shall have been revised to improve transparency of electricity procurement based on past experiences and best practices in auctions procedures together with the Energy Community Secretariat and such revised "Guidelines for the Annual Procurement of Electricity" shall have been applied in the tender for the electricity supply in 2018;

(k) The Energy Law has been adopted or amended, as appropriate, and any other relevant legislative and regulatory measures have been taken, in form and substance satisfactory to the Bank, to strengthen the institutional set up and independence of ANRE;

(l) The Energy Community Secretariat has issued a positive opinion, in form and substance satisfactory to the Bank, on, *inter alia*, the Energy Law, the compliance of the Energy Law with the Third Energy Package and with an action plan to be developed by the Energy Community Secretariat and the Borrower to improve ANRE's capacities, performance and independence as defined in the PowerSAP;

(m) The PIAP has been executed and delivered and all conditions precedent to its effectiveness have been fulfilled; and

(n) The Project Entity shall have presented to EBRD either: (i) a plan in form and substance satisfactory to EBRD (A) to construct the back-to-back Vulcanesti substation in the primary site identified in the survey report carried out for the Project adjacent to the existing 330/110kV Vulcanesti substation, and (B) to implement an appropriate site contamination clean-up programme of the PCB (Polychlorinated biphenyl) and dioxins,

ensuring that the construction works can be executed in line with occupational safety exposure limits and that there are no environmental liabilities to third parties through soil and groundwater contamination; or (ii) a plan in form and substance satisfactory to EBRD (A) to construct the back-to-back Vulcanesti substation in an alternate site identified in the survey report carried out for the Project, and (B) to acquire the alternate site in a manner satisfactory to the Bank.

Section 5.02. Legal Opinions

(a) For purposes of Section 9.03(a) of the Standard Terms and Conditions, the opinion or opinions of counsel shall be given on behalf of the Borrower and the Project Entity by the Minister of Justice and the following are specified as additional matters to be included in the opinion or opinions to be furnished to the Bank:

(1) the Subsidiary Loan Agreement has been duly authorised or ratified by, and delivered on behalf of, each of the Borrower and the Project Entity and constitutes a valid and legally binding obligation of each of the Borrower and the Project Entity, enforceable in accordance with their terms;

(2) the Project Agreement has been duly authorised or ratified by, and executed and delivered on behalf of, the Project Entity and constitute valid and legally binding obligations of the Project Entity, enforceable in accordance with their terms; and

(2) the Grant Agreement has been duly authorised or ratified by, and executed and delivered on behalf, each of the Borrower and the Project Entity and constitute valid and legally binding obligations of each of the Borrower and the Project Entity, enforceable in accordance with their terms;

Section 5.03. Termination for Failure to Become Effective

The date 360 days after the date of this Agreement is specified for purposes of Section 9.04 of the Standard Terms and Conditions.

ARTICLE VI - MISCELLANEOUS

Section 6.01. Notices

(a) The following addresses are specified for purposes of Section 10.01 of the Standard Terms and Conditions:

For the Borrower:

Republic of Moldova
Ministry of Finance
7, Constantin Tanase street
Chisinau, MD 2005
Moldova

Attention: Minister of Finance

Fax: + 373 22 262893
+ 373 22 262517

For the Bank:

European Bank for Reconstruction and Development
One Exchange Square
London EC2A 2JN
United Kingdom

Attention: Operation Administration Department

Fax: +44-20-7338-6100

(b) The Bank may invite the Borrower to register to use ClientNet or another form of electronic communication and, if the Borrower and the Bank agree to use ClientNet or such other form of electronic communication, any notice, application or other communication from the Borrower to the Bank or from the Bank to the Borrower (other than any notice, application or other communication that is required by this Agreement or any other Financing Agreement to be in an original, certified or hard copy), may, subject to the terms and conditions of ClientNet or such other form of electronic communication, be given or made by posting such notice, application or other communication on ClientNet or sent in accordance with the terms agreed concerning such other form of electronic communication.

(c) Any notice, application or other communication delivered by hand, airmail or facsimile transmission or via ClientNet or another agreed form of electronic communication will only be effective when actually received (or made available) in readable form, provided that any notice, application or other communication that is received (or made available) after 5:00 p.m. in the place in which the party to whom the relevant notice, application or communication is sent has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.

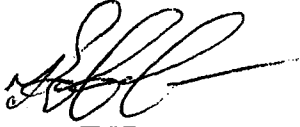
(d) The following are the names, titles and email addresses of the persons designated as the initial contacts of the Borrower for purposes of any invitation the Bank may send to the Borrower regarding ClientNet:

<i>Name</i>	<i>Title</i>	<i>E-mail address</i>
Elena Matveeva	Head Public Debt Department	elena.matveeva@mf.gov.md
Marcel Olari	External debt division	marcel.olari@mf.gov.md

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed in four copies and delivered at Chisinau, Moldova as of the day and year first above written.

REPUBLIC OF MOLDOVA

By: _____

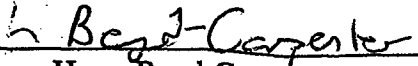


Name: Octavian Calmîc

Title: Deputy Prime Minister, Minister of Economy and Infrastructure of the Republic of Moldova

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By: _____



Name: Harry Boyd-Carpenter

Title: Director

SCHEDULE 1 - DESCRIPTION OF THE PROJECT

1. The purpose of the Project is to assist the Borrower in construction, equipment and placing into operation of Moldova-Romania power interconnection.

2. The Project consists of the following Parts, subject to such modifications thereof as the Bank and the Borrower may agree upon from time to time:

Part A: a back-to-back substation in Vulcanesti to allow the synchronisation between the ENTSO-E and IPS/UPS electricity systems of Romania and Moldova

Part B: a 400kV transmission line between Vulcanesti and Chisinau

Part C: the extension of the substation in Chisinau in Moldova

Part D: extension of the Vulcanesti 400kV substation

3. The Project is expected to be completed by 31 December 2022.

SCHEDULE 2 - CATEGORIES AND DRAWDOWNS

1. The table attached to this Schedule sets forth the Categories, the amount of the Loan allocated to each Category and the percentage of expenditures to be financed in each Category.
2. Notwithstanding the provisions of paragraph 1 above, no Drawdown shall be made in respect of expenditures incurred prior to the date of the Loan Agreement.

Attachment to Schedule 2

Category	Amount of the Loan Allocated in the Loan Currency	Percentage of Expenditures to be Financed
(1) Works, goods and services for construction of the back-to-back substation in Vulcanesti as specified in Part A of the Project	78,150,000	39.74% of contract value for each contract excluding any Taxes
(2) Consulting services for Project implementation	1,500,000	50% of contract value for each contract excluding any Taxes
(3) Lenders Engineer	350,000	100%
Total	80,000,000	

SCHEDULE 3 - POWER SECTOR REFORM ACTION PLAN

Proposal for the Power Sector Reform Action Plan (POWERSAP)

Primarily based on electric power sector, November 2017

#	ACTIONS	OPERATIONS	APPLICABLE TO:	DEADLINE/TIME FRAME	ADDITIONAL COMMENTS	Technical Cooperation
1. DEVELOP AND IMPLEMENT NECESSARY SECONDARY LEGISLATION AND RELATED MEASURES						
1.1	Certification of the transmission system operator	Ownership unbundling of Moldelectrica	Government, Moldelectrica (ME)	1 March 2018	<ul style="list-style-type: none"> ANRE reviews the required corporate and legal changes together with the Energy Community Secretariat Moldelectrica will make a proposal plan to comply with assets ownership and corporate governance requirements under the 3rd EU Energy package Separate control between Moldelectrica on one hand and public energy companies (HPP, CHP, Energocom and Moldovagaz supply activities) by assigning separate public institutions (Ministries/Agencies) for control 	
		Application to ANRE	Moldelectrica	1 April 2018	<ul style="list-style-type: none"> In line with Article 96(7), 	

					Law 107/2016;	
		Decide on provisional certification of Moldelectrica and notify EnC Secretariat	ANRE	1 August 2018	<ul style="list-style-type: none"> In line with Article 27(3) and (5), Law 107/2016; 	
		EnCS Opinion	EnCS	1 December 2018	<ul style="list-style-type: none"> In line with Directive 2009/72/EC; 	
		Certification of Moldelectrica based on EnCS opinion	ANRE	1 February 2019	<ul style="list-style-type: none"> In line with Article 27(6), Law 107/2016; 	
1.2	Corporatization of Moldelectrica	Develop and implement a Corporate Governance Action Plan to bring ME corporate governance in line with best international practices	Moldelectrica Government	31 December 2020	<ul style="list-style-type: none"> Identify through the support of an expert consultant the key actions to support the corporatization of ME in line with OECD principles. with a governance structure such to ensure effectively independent operations and management. The precise structure should be based upon the results of a dedicated technical assessment . 	<ul style="list-style-type: none"> The EBRD is considering to support Moldelectrica and the GoM to develop a Corporate Governance Action Plan (CGAP) with the assistance of a Technical Advisor, if needed. The CGAP will be based upon the results of a dedicated report developed by the Technical Advisor.
1.3	Concept Design of the	Develop and approve	Government ANRE,	30 December	<ul style="list-style-type: none"> Considering the power 	<ul style="list-style-type: none"> EnCS is

	Wholesale Electricity Market	the WEM concept taking into consideration market integration and electricity trade with ENTSO-E and other neighbours	Moldelectrica In cooperation with the Energy Community Secretariat	2018	<p>supply constraints in Moldova, a sustainable, market based, wholesale electricity market (WEM) needs to be designed looking into the possibilities for coupling with neighbouring markets and electricity trade with ENTSO-E and other countries.</p> <ul style="list-style-type: none"> The WEM concept design shall be approved by ANRE and become the guidance for drafting detailed power market rules 	<p>developing a technical assistance under EU4Energy;</p> <ul style="list-style-type: none"> The World Bank is preparing TA under the upcoming Transparent Power Project.
1.4	WEM Rules in accordance with the approved WEM Concept Design	Update the Electricity Market Rules to be in compliance with Electricity Law 107/2016 and the Concept Design for the WEM	Government, ANRE, Moldelectrica In cooperation with the Energy Community Secretariat	30 December 2019	<ul style="list-style-type: none"> The rules for the operation of the wholesale market have to be revised to comply with the Electricity Law's provisions, taking into account the size of the Moldovan power market. 	<ul style="list-style-type: none"> EnCS is developing a technical assistance under EU4Energy The World Bank is preparing TA under the upcoming Transparent Power Market Project aiming to identify an optimal power market model which would

						promote competition in view of Moldova's power system interconnection with that of Romania.
1.5	Third Party access to the transmission networks and capacity allocation	Adopt a new transmission tariff methodology in line with the applicable EU laws and best practices	ANRE, Moldelectrica	31 December 2017	<ul style="list-style-type: none"> Methodology and corresponding Rules to be revised under support and assistance by Energy Community Secretariat Moldovan authorities to provide and update whether this is on track 	
1.6	Third Party access to the distribution networks	Adopt new distribution tariff methodology in line with EU law	ANRE In cooperation with the Energy Community Secretariat	1 March 2018	<ul style="list-style-type: none"> The new methodology will be agreed with the Energy Community Secretariat 	
1.7	Improve transparency of electricity procurement, addressing issues coming from participation of SOE.	Revision of the electricity procurement guidelines based on past experiences and best practices in auctions procedures together with EnCS to be implemented starting from 2018	Government, ANRE, In cooperation with the Energy Community Secretariat	Condition for effectiveness for the EBRD loan 31 December 2017	<ul style="list-style-type: none"> Improve transparency and competition in the wholesale electricity market by ensuring completion of tenders for the purchase of all electricity (excluding reserves and emergency supply) to be supplied to the Right Bank of Dniester river for the 12 month period 	

		tender.			starting on April 1st, 2018 based on the Guidelines for the Annual Procurement of Electricity” adopted in January 2017 by the Ministry of Economy; monitored by the Group of Observers (including experts of the Energy Community Secretariat and of the EU Delegation to Moldova); and with tender-related documents publicly disclosed as per the Guidelines.	
1.8	Enhanced corporate governance of SOE such as of Energocom	Develop and implement a Corporate Governance Action Plan for SOEs, such as Energocom, to support corporatization and corporate governance standards in line with best international practices	Energocom Government	31 December 2020	<ul style="list-style-type: none"> Identify through the support of an expert consultant the key actions to support the corporatization of Energocom in line with OECD principles with a governance structure such to ensure effectively independent operations and management. The precise structure should be based upon the results of a dedicated technical assessment. 	<ul style="list-style-type: none"> A new TA activity with funding by the European Union titled EU Economic Rule of Law Project and supported by the World Bank includes the energy sector reforms and energy sector governance. It could also provide the necessary TA for creation

						and operation of a market operator if a separate one needs to be created.
2. STRENGTHEN THE CAPACITIES OF THE ENERGY REGULATOR (ANRE)¹						
2.1	Strengthening the institutional set up and independence of ANRE	Energy Law approved on September 21, 2017, signed by the President on October 10, 2017 and published in the Official Gazette on October 20, 2017 establishes the basis for strengthening of independence of ANRE.	ANRE In cooperation with the Energy Community Secretariat	Condition for effectiveness for the EBRD loan agreement /disbursement condition for EIB finance contract for Ungheni Chisinau gas pipeline As per the timeline in the Action Plan based on the recommendations issued by the Energy Community Secretariat and agreed with the Government	<ul style="list-style-type: none"> • The action consists in implementing the Energy Law and the action plan agreed with EnCS to improve ANRE's capacities, performance and independence. • Energy Community to monitor and issue a positive opinion on ANRE's capacities, performance and independence in compliance with the Third Energy Package and the Action Plan regarding ANRE. 	
3 COMMERCIAL SET-UP						
3.1	Approval of new	Approval of new	ANRE	Condition for	Cost reflective tariffs: The	

¹ Section 2 is a direct reference to the same section developed in the the Energy Sector Reform Action Plan ("EnerSAP"). The ENERSAP was developed under the investment project that is the construction and operation of Ungheni- Chisinau gas pipeline by VestMoldTransGaz ("VMTG") . The EnerSAP was agreed between the GoM, Energy Community Secretariat, EBRD and EIB.

	Transmission tariff to achieve cost reflectivity levels in line with EU 3 rd Energy Package	tariffs for the transmission service in strict conformity with the provisions of the approved tariffs methodology		effectiveness for the EBRD loan Upon the adoption of new transmission tariff methodology 30 April 2018	tariffs for electricity transmission as approved by the National Energy Regulatory Agency of Moldova are compliant with the existing methodology and are fully reflecting the regulated costs of the Project Entity and the current methodology is cost reflective of the investment in the Project (i.e. the investment cost of the Project is recognised in the Regulated Asset Base (RAB)) The TSO should be allowed and incentivized to generate additional source of revenues through market based instruments.	
3.2	Rules for allocation of cross-border capacities in accordance with Regulation (EC) 714/2009 have to be adopted as a basis for a dialogue between Moldelectrica and Ukrenergo .	Adopt rules for allocation of interconnection capacity between Ukraine and Moldova	Moldelectrica, neighbouring TSO, ANRE, neighbouring regulator In cooperation with the Energy Community Secretariat	1 June 2018	<ul style="list-style-type: none"> Rules for access to interconnection capacities are being drafted but need to be coordinated between the two TSOs and reviewed by energy regulators ANRE in Moldova and NEURC in Ukraine. 	
3.3	Competitive allocation of cross border capacity at Moldovan-Romanian	- Conduct a tender for capacity booking for the Moldovan-	Moldelectrica with neighbouring TSO, ANRE, neighbouring	30 December 2022; Applicability	<ul style="list-style-type: none"> Moldelectrica to conduct annual tenders for capacity allocation on Moldovan- 	

	interconnection	Romanian interconnection -Adopt joint allocation rules for capacity (electronic auctions) on Moldovan-Romanian interconnections	regulator	after the investment in interconnection (B2B station and transmission lines) between the two systems is finalized	Romanian interconnections. • Tenders will be open to local and foreign electricity suppliers/traders and in line with the regulation on access to the networks and congestion management adopted by the respective TSOs (Moldelectrica and Transelectrica) and endorsed by the respective Regulators ANRE Moldova and ANRE Romania (see point 3.3).	
3.4	A Power Market Operator should be established; The power Market operator should procure and implement appropriate software tools for the operation of the new market segments	Day Ahead Market (DAM), Intraday (IDM), forward market Balancing Market	Power Market Operator Moldelectrica, ANRE,	December 2020 December 2020	• For the wholesale market segments to operate under a fair and transparent way, in compliance with corresponding rules, the main stakeholders meaning the Market Operator and the TSO will need to implement appropriate software solutions	
3.5	Apply EU harmonised allocation rules for capacity allocation, if agreed by counterparts from UA and RO	- Adopt the EU harmonised allocation rules for capacity allocation. - Discuss with neighbouring TSOs for respective borders. - Discuss with two existing auction	Moldelectrica, ANRE, energy TSOs and regulators from UA, RO In cooperation with the Energy Community Secretariat	June 2019 (for allocation of MD-UA border) December 2022 (for the RO-MD border)	• Allocation by a regional platform enables coordinated capacity allocation, therefore ECS will facilitate Moldelectrica's discussions with Auction Offices and neighbouring TSOs.	The added value vs supplementary costs of a coordinated capacity allocation to be assessed by a TA

		offices in Europe, SEE CAO (Montenegro) and JAO (Luxemburg) regarding the services for allocation of cross- border capacity				
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*European Bank
for Reconstruction and Development*

STANDARD TERMS AND CONDITIONS

1 December 2012

**This document reflects existing Bank policies and
practices and may be revised from time to time**

ARTICLE I - APPLICATION OF STANDARD TERMS AND CONDITIONS

Section 1.01. Application of Standard Terms and Conditions

(a) Any agreement of the Bank in connection with a loan, guarantee or other financial accommodation for, or guaranteed by, a member of the Bank may provide that the parties to that agreement accept the provisions of these Standard Terms and Conditions. To the extent so provided in any such agreement, these Standard Terms and Conditions shall apply thereto with the same force and effect as if they were fully set forth therein. No revocation or amendment of these Standard Terms and Conditions shall be effective in respect of any such agreement unless the parties to that agreement shall so agree.

(b) In a case in which:

(i) the Loan Agreement is between the Bank and a member of the Bank, references in these Standard Terms and Conditions to the "Guarantor", the "Guarantee Agreement" and the "Guarantor's Authorised Representative" shall be disregarded;

(ii) there is no Project Agreement, references in these Standard Terms and Conditions to the "Project Agreement" shall be disregarded; and

(iii) the entire Project is to be carried out by the Borrower, references in these Standard Terms and Conditions to the "Project Entity" shall be disregarded.

Section 1.02. Inconsistency with Loan Agreements and Guarantee Agreements

If a provision of an agreement referred to in Section 1.01(a) is inconsistent with a provision of these Standard Terms and Conditions, the provision of such agreement shall govern.

ARTICLE II - REFERENCES AND HEADINGS; DEFINITIONS

Section 2.01. Interpretation

(a) References in these Standard Terms and Conditions to Articles or Sections are to Articles or Sections of these Standard Terms and Conditions.

(b) In these Standard Terms and Conditions, or in an agreement to which these Standard Terms and Conditions apply, unless the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting persons include corporations, partnerships and other legal persons and references to a person includes its successors and permitted assigns.

(c) In these Standard Terms and Conditions, or in an agreement to which these Standard Terms and Conditions apply, the headings of Articles and Sections, as well as the Table of Contents, are inserted for convenience of reference only and shall not be used to interpret these Standard Terms and Conditions or such agreements.

Section 2.02. Definitions

Except where stated otherwise, the following terms have the following meanings wherever used in these Standard Terms and Conditions or in an agreement to which these Standard Terms and Conditions apply:

"Affiliate"	as used in respect of any person, means any other person directly or indirectly controlling, controlled by, or under common Control with, such person.
"Agreement Establishing the Bank"	means the Agreement Establishing the European Bank for Reconstruction and Development, dated 29 May 1990.
"Assets"	includes property, revenues or claims of any kind.
"Available Amount"	means so much of the Loan as shall not, from time to time, have been cancelled or drawn down or made subject to a conditional or unconditional Reimbursement Commitment.
"Bank"	means the European Bank for Reconstruction and Development.
"Borrower"	means the party to which the Loan is made pursuant to the Loan Agreement.
"Borrower's Authorised Representative"	means the person designated as such in the Loan Agreement.
"Business Day"	means a day (other than a Saturday or Sunday) on which (i) where the currency of the Loan is USD or £, commercial banks are open for the transaction of general business (including dealings in foreign exchange and foreign currency deposits) in London, England, and on which commercial banks and foreign exchange markets settle payments in the Loan Currency in the principal financial centre of the country of issue of such currency or, (ii) where the currency of the Loan is Euro, commercial banks are open for the transaction of general business (including dealings in foreign exchange and foreign currency deposits) in London, England, and which is a TARGET Day.
"Category"	means a category of items to be financed out of the proceeds of the Loan as provided for in the Loan Agreement.
"Charges"	means charges, commissions, fees, premiums, Unwinding Costs and default interest in respect of the Loan.
"Co-financier"	means the financier (other than the Bank) referred to in Section 7.01(a)(x) providing the Co-financing; if the Loan Agreement specifies more than one such financier, "Co-financier" refers separately to each of such financiers.

"Co-financing"	means the financing referred to in Section 7.01(a)(x) and specified in the Loan Agreement provided or to be provided for the Project by the Co-financier. If the Loan Agreement specifies more than one such financing, "Co-financing" refers separately to each of such financings.
"Co-financing Agreement"	means the agreement referred to in Section 7.01(a)(x)(A) providing for the Co-financing.
"Co-financing Deadline"	means the date referred to in Section 7.01(a)(x)(A) and specified in the Loan Agreement by which the Co-financing Agreement is to become effective. If the Loan Agreement specifies more than one such date, "Co-financing Deadline" refers separately to each of such dates.
"Coercive Practice"	means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
"Collusive Practice"	means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
"Commitment Charge"	means the commitment charge specified in Section 3.05(a).
"Control"	as used in respect of any person or entity (including, with correlative meanings, the terms "controlled by", "controlling" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting shares or by contract or otherwise.
"Corrupt Practice"	means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
"Currency"	means the lawful currency of a country which is legal tender for the payment of public and private debts in that country.
"Default Interest Determination Date"	means, where the currency is USD, for any Default Interest Period, the date two London Banking Days prior to the first day of such Default Interest Period (or, at the Bank's option, the first day of such Default Interest Period), or where the currency is £, for any Default Interest Period, the first day of such Default Interest Period, or where the currency is Euro, for any Default Interest Period, the date two Business Days prior to the first day of such Default Interest Period.

"Default Interest Period"	means, with respect to any amount overdue under the Loan Agreement, a period commencing on the day on which such payment becomes due or, as the case may be, on the last day of the previous Default Interest Period with respect to such overdue amount, and ending on a Business Day selected by the Bank.
"Dollars" or "USD"	means the lawful currency of the United States of America.
"Drawdown"	means the use of a part of the Available Amount by the Borrower through a payment or payments made by the Bank to the Borrower or to the order of the Borrower.
"EBRD Disbursement Handbook"	means the disbursement handbook of the Bank, as amended from time to time by the Bank.
"EBRD Procurement Rules"	means the Procurement Policies and Rules for projects financed by the European Bank for Reconstruction and Development, as amended from time to time by the Bank.
"Effective Date"	means the date upon which the Loan Agreement becomes effective in accordance with Section 9.01.
"Euro" or "EUR" or "€"	means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty Establishing the European Community, as amended by the Treaty on European Union.
"External Debt"	means any debt which is or may become payable in a medium other than the Currency of the Member.
"Fixed Interest Rate"	means the rate of interest payable on the Loan from time to time in accordance with Section 3.04(d).
"Fraudulent Practice"	means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
"Front-end Commission"	means the front-end commission specified in Section 3.05(b).
"Guarantee Agreement"	means the agreement between the Bank and a member of the Bank providing for the guarantee of the Loan, as such agreement may be amended from time to time; and such term includes these Standard Terms and Conditions as applied thereto, all schedules to the Guarantee Agreement, and all agreements supplemental to, or included within the scope of, the Guarantee Agreement.
"Guarantor"	means the member of the Bank that is a party to the Guarantee Agreement.
"Guarantor's Authorised Representative"	means the person designated as such in the Guarantee Agreement.

"Incurring of Debt"	includes the assumption or guarantee of debt and any renewal, extension or modification of the terms of the debt or of the assumption or guarantee thereof.
"Interest Conversion Date"	means an Interest Payment Date selected by the Borrower as such in accordance with Section 3.04(c)(ii).
"Interest Conversion Period"	means a period of at least one (1) year, commencing on an Interest Payment Date and ending on an Interest Payment Date, selected by the Borrower as such in accordance with Section 3.04(c)(ii).
"Interest Determination Date"	means, where the currency is USD, for any Interest Period, the date two London Banking Days prior to the first day of such Interest Period, or, where the currency is £, for any Interest Period, the first day of such Interest Period, or where the currency is Euro, for any Interest Period, the date two Business Days prior to the first day of such Interest Period or a day otherwise defined in the Loan Agreement.
"Interest Fixing Date"	means, where the currency is USD, for any Interest Conversion Period selected by the Borrower as such in accordance with Section 3.04(c)(ii), a London Banking Day at least two London Banking Days prior to the first day of such Interest Conversion Period, or where the currency is £, for any Interest Conversion Period selected by the Borrower as such in accordance with Section 3.04(c)(ii), the London Banking Day prior to the first day of such Interest Conversion Period (or, at the Borrower's option, the first day of such Interest Conversion Period), or where the currency is Euro, for any Interest Conversion Period selected by the Borrower as such in accordance with Section 3.04(c)(ii), a Business Day at least two Business Days prior to the first day of such Interest Conversion Period.
"Interest Payment Date"	means any day falling on one of the dates so specified in the Loan Agreement for payment of interest on the Loan, provided, however, that, if any Interest Payment Date would otherwise fall on a day which is not a Business Day, such Interest Payment Date shall be changed to the next succeeding Business Day in the same calendar month or, if there is no succeeding Business Day in the same calendar month, the immediately preceding Business Day.
"Interest Period"	means, for any Drawdown, the period commencing on the date of such Drawdown and ending on the next Interest Payment Date, and each period thereafter commencing on an Interest Payment Date and ending on the next Interest Payment Date, provided that, if such Drawdown is made less than fifteen (15) Business Days prior to the next Interest Payment Date, the first Interest Period for such Drawdown shall commence on the date of such Drawdown and end on the Interest Payment Date following the next Interest Payment Date.

"Interest Rate"	means the Fixed Interest Rate or the Variable Interest Rate, or both, as specified in the Loan Agreement or, where the Fixed Interest Rate is established pursuant to Section 3.04(c) at a date which is later than the date of the Loan Agreement, in the notice from the Bank to the Borrower and the Guarantor issued in accordance with Section 3.04(c)(iii).
"Last Availability Date"	means the date specified as such in the Loan Agreement.
"Lien"	includes mortgages, pledges, charges, privileges and priorities of any kind and any arrangement having an equivalent effect.
"Loan"	means the loan provided for in the Loan Agreement.
"Loan Agreement"	means the loan agreement to which these Standard Terms and Conditions apply, as such agreement may be amended from time to time; and such term includes these Standard Terms and Conditions as applied thereto, all schedules to the Loan Agreement and all agreements supplemental to the Loan Agreement.
"Loan Currency"	means the Currency or Currencies in which the Loan is denominated, as specified in the Loan Agreement.
"Loan Repayment Date"	means any day falling on one of the dates specified in the Loan Agreement for repayment of the principal of the Loan, provided, however, that, if any Loan Repayment Date would otherwise fall on a day which is not a Business Day, such Loan Repayment Date shall be changed to the next succeeding Business Day in the same calendar month or, if there is no succeeding Business Day in the same calendar month, the immediately preceding Business Day.
"London Banking Day"	means a day (other than a Saturday or Sunday) on which commercial banks are open for the transaction of general business (including dealings in foreign exchange and foreign currency deposits) in London, England.
"Margin"	means one per cent (1%) per annum.
"Market Disruption Event"	means: <p>(a) on the Interest Determination Date for the relevant Interest Period or the Default Interest Determination Date for the relevant Default Interest Period (in each case whether or not during a period in which all or any portion of the Loan is subject to a Fixed Interest Rate), the Reference Page is not available and none or only one of the major banks active in, as the case may be, the London interbank market (for USD or £) or the Euro-zone interbank market (for Euro) supplies a rate to the Bank to determine the Relevant Market Interest Rate for the Loan Currency for the relevant Interest Period or the default interest rate for the Loan Currency for the relevant Default Interest Period, as the case may be; or</p>

(b) before close of business in London on the Interest Determination Date for the relevant Interest Period or the Default Interest Determination Date for the relevant Default Interest Period (in each case whether or not during a period in which all or any portion of the Loan is subject to a Fixed Interest Rate), the Bank determines that the cost to the Bank of obtaining matching deposits in, as the case may be, the London interbank market (for USD or £) or the Euro-zone interbank market (for Euro) would be in excess of the Relevant Market Interest Rate.

"Member"

means the member of the Bank that is a party to the Loan Agreement or the Guarantee Agreement or other agreement referred to in Section 1.01(a).

"Minimum Cancellation Amount"

means the amount specified as such in the Loan Agreement.

"Minimum Drawdown Amount"

means the amount specified as such in the Loan Agreement.

"Minimum Prepayment Amount"

means the amount specified as such in the Loan Agreement.

"Pounds" or "£"

means the lawful currency of the United Kingdom of Great Britain and Northern Ireland.

"Prohibited Practice"

means any Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

"Project"

means the project for which the Loan is made, as described in the Loan Agreement or Guarantee Agreement, as such description may be amended from time to time by agreement between the parties thereto.

"Project Agreement"

means each project agreement, if any, described in the Loan Agreement or Guarantee Agreement, as such agreement may be amended from time to time; and such term includes these Standard Terms and Conditions as applied thereto, all schedules to such Project Agreement and all agreements supplemental to such Project Agreement.

"Project Entity"

means each entity, specified as such in the Loan Agreement.

"Project Entity's Authorised Representative"

means, in respect of any Project Entity, the person designated as such in any Project Agreement.

"Public Assets"

means Assets of the Member, of any political or administrative subdivision thereof and of any entity owned and controlled by, or operating for the account or benefit of, the Member or any such subdivision, including gold and foreign exchange Assets held by any institution performing the functions of a central bank or exchange stabilisation fund, or similar functions, for the Member.

"Reference Page"

means the display of, (i) for Loans denominated in USD or £, London interbank offered rates of major banks for deposits in the Loan Currency designated as page LIBOR01 on Reuters services (or such other page as may replace page LIBOR01 on Reuters services for the purpose of displaying London interbank offered rates for deposits in the Loan Currency), and (ii) for Loans denominated in Euro, Euro-zone interbank offered rates for deposits in the Loan Currency designated as page EURIBOR01 on Reuters services (or such other page as may replace EURIBOR01 on Reuters services for the purpose of displaying Euro-zone interbank offered rates for deposits in the Loan Currency).

"Reimbursement
Commitment"

means a commitment referred to in Section 3.02, and may be a "conditional Reimbursement Commitment" or an "unconditional Reimbursement Commitment", as those terms are used in that Section.

"Relevant Market Interest
Rate"

means the interest rate specified in Section 3.04.

"Statutes"

means, in respect of the Borrower (if not a member of the Bank) or a Project Entity, its founding statute, act, decision, charter, or other similar instrument, as may be more specifically defined in the Loan Agreement or each Project Agreement.

"Subsidiary"

means, with respect to any entity, any other entity over fifty per cent (50%) of whose capital is owned, directly or indirectly, by such entity or which is otherwise effectively controlled by such entity.

"TARGET Day"

means a day on which the Trans-European Automated Real-Time Gross Settlement Payment System (TARGET) System is open for the settlement of payments in Euro.

"Taxes"

includes imposts, levies, fees and duties of any nature, whether in effect at the date of the Loan Agreement, Guarantee Agreement or any Project Agreement or thereafter imposed on the territory of the Member.

"Tranche"

means a part of the Loan identified as such in the Loan Agreement.

"Unwinding Costs"

means:

(I) subject to paragraph II below, the amount by which the Original Income Stream exceeds the Substitute Income Stream, where:

(a) "Original Income Stream" means the aggregate of the present values of the payments of principal and interest which would have become due to the Bank on the portion of the Loan which is subject to the Fixed Interest Rate during the Calculation Period (as defined below) if such prepayment, acceleration or cancellation had not occurred and if interest accrued on such portion of the Loan at the Fixed Rate (as defined below) during the periods in which the Fixed Interest Rate is in effect in accordance with Section 3.04(d) and applying the applicable Floating Rate for all other periods.

(b) "Substitute Income Stream" means the sum of:

(1) the aggregate of the present values of any remaining payments of principal and interest which, after taking into account such prepayment, cancellation or acceleration, would become due to the Bank on the portion of the Loan which is subject to the Fixed Interest Rate during the Calculation Period if interest accrued on such portion of the Loan at the Fixed Rate during the periods in which the Fixed Interest Rate is in effect in accordance with Section 3.04(d) and applying the applicable Floating Rate for all other periods; and

(2) as applicable:

(A) in the case of a prepayment pursuant to Section 3.07, the present value of the amount of the Loan which is subject to the Fixed Interest Rate and which is to be prepaid, determined by discounting such amount from the date such prepayment becomes due to the Calculation Date (as defined below) at the Discount Rate (as defined below); and/or

(B) in the case of any other prepayment, the amount of the Loan which is subject to the Fixed Interest Rate and which has been prepaid; and/or

(C) in the case of an acceleration, the present value of the amount of the Loan which is subject to the Fixed Interest Rate and which has been accelerated, determined by discounting such amount from the date such acceleration becomes effective to the Calculation Date at the Discount Rate; and/or

(D) in the case of a cancellation, the present value of the amount of the Loan which is subject to the Fixed Interest Rate and which has been

cancelled, determined by discounting such amount from the Last Availability Date to the Calculation Date at the Discount Rate.

(c) "Fixed Rate" means the Fixed Interest Rate less the Margin.

(d) For purposes of paragraphs (I)(a) and (I)(b)(1) above, the present value of each payment of principal and interest shall be determined by discounting the amount of such payment from its due date to the Calculation Date using the Discount Rate.

(e) "Calculation Date" means:

(1) in the case of a prepayment pursuant to Section 3.07, the date two Business Days prior to the date such prepayment becomes due or, at the Bank's option, the date such prepayment becomes due;

(2) in the case of any other prepayment, the date such prepayment is made or such later date as the Bank may select in its discretion; and

(3) in the case of an acceleration or cancellation, the date two Business Days prior to the date such acceleration or cancellation becomes effective or, at the Bank's option, the date such acceleration or cancellation becomes effective.

(f) "Calculation Period" means:

(1) in the case of a prepayment pursuant to Section 3.07, the period commencing on the date such prepayment becomes due and ending on the final Loan Repayment Date;

(2) in the case of any other prepayment, the period commencing on the date such prepayment is made, or such later date as the Bank may select in its discretion, and ending on the final Loan Repayment Date; and

(3) in the case of an acceleration or cancellation, the period commencing on the date such acceleration or cancellation becomes effective and ending on the final Loan Repayment Date.

(g) "Discount Rate" means the discount factor for the relevant maturity derived from the par swap curve for the Loan Currency which is available to the Bank in the interest rate swap and options market on the Calculation Date.

(h) "Floating Rate" means the forward rates for, as applicable, USD, £ or Euro, for the relevant maturities available to the Bank in the interest rate swap and options market on the Calculation Date.

(II) Notwithstanding paragraph (I) above, "Unwinding Costs" means, with respect to any postponement of the Last Availability Date (as may be agreed by the Bank pursuant to the Loan Agreement) for any portion of the Loan which is subject to a Fixed Interest Rate, such amount as, from time to time, notified by the Bank to the Borrower and the Guarantor in writing.

"Variable Interest Rate" means the rate of interest payable on the Loan from time to time in accordance with Section 3.04(b).

ARTICLE III - DRAWDOWNS; REIMBURSEMENT COMMITMENTS; INTEREST AND OTHER CHARGES; REPAYMENT

Section 3.01. Drawdowns

The Borrower may draw down from the Available Amount from time to time in accordance with the provisions of the Loan Agreement and subject to the following provisions:

(a) **Last Availability Date**

The Borrower's right to draw down from the Available Amount shall become effective on the Effective Date and shall terminate on the Last Availability Date or such later date as the Bank may establish after receipt of a prior written request from the Borrower (which request shall, where there is a Guarantee Agreement, be countersigned by the Guarantor). The Bank shall promptly notify the Borrower of any such later date.

(b) **Applications for Drawdowns**

(i) In order to make a Drawdown, a drawdown application shall be submitted to the Bank by the Borrower's Authorised Representative or a person designated by the Borrower's Authorised Representative. Each drawdown application submitted shall be in accordance with, and in the form prescribed by, the EBRD Disbursement Handbook and delivered to the Bank at least fifteen (15) Business Days prior to the proposed value date of the Drawdown. Each drawdown application shall be in substance satisfactory to the Bank and shall be accompanied by such documents and other evidence sufficient in form and substance to satisfy the Bank that the Borrower is entitled to the amount of the Drawdown and that the amount of the Drawdown will be used exclusively for the purposes specified in the Loan Agreement.

(ii) Except for the last Drawdown or unless the Bank shall otherwise agree, Drawdowns shall be made in amounts of not less than the Minimum Drawdown Amount.

(c) **Currency of Drawdowns**

Drawdowns shall be made in the Loan Currency in an amount equivalent to the expenditures to be financed out of the proceeds of the Loan. In the case of expenditures incurred in a Currency or Currencies other than the Loan Currency, the equivalent Drawdown amount shall be determined as follows:

- (i) If the Borrower requests payment in the Loan Currency, the Bank will determine the equivalent Drawdown amount two Business Days prior to payment.
- (ii) If the Borrower requests payment in the Currency or Currencies of the expenditures, the Bank will, provided such expenditures are in readily available Currencies or the Currency of the Member, purchase such Currency or Currencies in such manner as the Bank may deem appropriate. The equivalent Drawdown amount shall be determined by the Bank on the basis of the exchange costs that were or would have been incurred by the Bank in using the Loan Currency to meet the request.

(d) **Payments in Other Currencies**

In exceptional circumstances, the Bank may grant a request by the Borrower that payment be made in a Currency or Currencies other than the Loan Currency or the currency of the expenditures. In that case, the Bank will purchase such Currency or Currencies in such manner as the Bank may deem appropriate. The equivalent Drawdown amount shall be determined by the Bank on the basis of the exchange costs that were or would have been incurred by the Bank in using the Loan Currency to meet the request.

Section 3.02. Conditional and Unconditional Reimbursement Commitments

- (a) Upon the Borrower's request, the Bank may, in accordance with the provisions of the EBRD Disbursement Handbook, issue unconditional or conditional Reimbursement Commitments to reimburse payments made by banks under letters of credit in respect of expenditures to be financed under the Loan. Any such reimbursement shall constitute a Drawdown.
- (b) In the case of a conditional Reimbursement Commitment, the obligation of the Bank to pay shall be suspended or terminated immediately upon any suspension or cancellation of the Loan by the Bank pursuant to Section 7.01 or 7.02.
- (c) In the case of an unconditional Reimbursement Commitment, the obligation of the Bank to pay shall not be affected by any subsequent suspension or cancellation of the Loan.

Section 3.03. Reallocation

- (a) If the Bank estimates that the amount of the Loan allocated to any Category will be insufficient to finance the agreed percentage of expenditures in that Category, the Bank may, by notice to the Borrower:
 - (i) reallocate to such Category, to the extent required to meet the estimated shortfall, proceeds of the Loan which prior to such reallocation had been allocated to another Category and which in the opinion of the Bank are not needed to meet other expenditures; and

(ii) if such reallocation cannot fully meet the estimated shortfall, reduce the percentage of expenditures to be financed in order that further Drawdowns under such Category may continue until all expenditures thereunder shall have been made.

(b) In the event that a reallocation takes place in accordance with paragraph (a)(i) above, the Borrower may request the Bank to make a further reallocation of an equivalent amount of proceeds of the Loan to another Category mutually agreed by the Borrower and the Bank.

Section 3.04. Interest

Except as provided in Section 3.09:

(a) If the Loan is subject to a Variable Interest Rate then, for purposes of Section 3.04(b) below, the Relevant Market Interest Rate shall be:

(i) for the first Interest Period of each Drawdown, the offered rate per annum for deposits in the Loan Currency that appears on the Reference Page as of 11:00 a.m., as applicable, London time (for USD or £) or Brussels time (for Euro), on the relevant Interest Determination Date for the period which equals the duration of such Interest Period (or if no such rate appears on the Reference Page for a period equal to the duration of such Interest Period but rates ("Reference Rates") do appear on the Reference Page both for a period that is shorter than and for a period that is longer than the duration of such Interest Period, the Interbank Rate shall be the rate (rounded upward, if necessary, to four decimal places) that would be applicable for a period equal to the duration of such Interest Period as determined through the use of straight-line interpolation by reference to the Reference Rate that appears on the Reference Page for the period that is the next shorter in length than the duration of such Interest Period and the Reference Rate that appears on the Reference Page for the period that is the next longer in length than the duration of such Interest Period; and

(i) for each subsequent Interest Period, the offered rate per annum for deposits in the Loan Currency which appears on the Reference Page as of 11:00 a.m., as applicable, London time (for USD or £) or Brussels time (for Euro), on the relevant Interest Determination Date for the period which is closest to the duration of such Interest Period (or, if two periods are equally close to the duration of such Interest Period, the average of the two relevant rates);

provided that if, for any reason, the Relevant Market Interest Rate cannot be determined at such time by reference to the Reference Page, the Relevant Market Interest Rate shall be the rate per annum which the Bank determines to be the arithmetic mean (rounded upward, if necessary, to four decimal places) of the offered rates per annum for deposits in the Loan Currency in an amount comparable to the portion of the Loan subject to a Variable Interest Rate scheduled to be outstanding during the relevant Interest Period for a period equal to such Interest Period which are quoted to leading banks in, as applicable, the London interbank market (for USD or £) or Euro-zone interbank market (for Euro) as advised to the Bank by at least two major banks active in, as applicable, the London interbank market (for USD or £) or Euro-zone interbank market (for Euro) selected by the Bank and provided further that if pursuant to the above the Relevant Market Interest Rate would be below zero, the Relevant Market Interest Rate will be deemed to be zero.

(b) If the Loan is subject to a Variable Interest Rate, interest on the Loan shall be determined and payable as follows:

(i) The principal amount of the Loan from time to time drawn down and not repaid shall bear interest during the relevant Interest Period at the Variable Interest Rate calculated in accordance with this Section.

(ii) Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period, be calculated on the basis of the actual number of days elapsed and a 360-day year (unless the Loan Currency is Pounds, in which case it shall be calculated on the basis of a 365-day year) and be due and payable on the Interest Payment Date which is the last day of the relevant Interest Period.

(iii) The Variable Interest Rate shall be the sum of the Margin and, subject to Section 3.13, the Relevant Market Interest Rate specified in Section 3.04(a).

(iv) On each Interest Determination Date, the Bank shall determine the Variable Interest Rate applicable to the relevant Interest Period and promptly give notice thereof to the Borrower and the Guarantor.

(c) Notwithstanding the foregoing, if so provided for in the Loan Agreement, the Borrower may, as an alternative to paying interest at a Variable Interest Rate on all or any portion of the Loan then outstanding, elect to pay interest at a Fixed Interest Rate on such portion of the Loan, as follows:

(i) The Borrower may only exercise such option if:

(A) at the time of exercise no event specified in Section 7.01 below (and no event which with notice and/or lapse of time would become such an event) and no Market Disruption Event has occurred and is continuing; and

(B) the principal amount of the Loan which is being converted from a Variable Interest Rate to a Fixed Interest Rate is not less than the equivalent in the Loan Currency of Euro 5,000,000.

(ii) The Borrower shall exercise such option by notice to the Bank not less than five Business Days prior to the proposed Interest Fixing Date. Such notice shall, unless the Bank otherwise agrees, be irrevocable and shall specify the Interest Fixing Date and the Interest Conversion Period selected by the Borrower and the principal amount of the Loan to be converted to a Fixed Interest Rate.

(iii) Commencing on the Interest Conversion Date, the portion of the Loan being converted (as specified in the Borrower's notice) shall be subject to a Fixed Interest Rate. For purposes of Section 3.04(d), the Relevant Market Interest Rate shall be the forward fixed interest rate for the Loan Currency which is available to the Bank in the interest rate swap market on such Interest Fixing Date for such Interest Conversion Period, taking into account the principal repayment and interest payment schedules for the Loan, as such sum may be adjusted to take into account the creditworthiness of the Borrower. The Bank shall determine the Fixed Interest Rate on such Interest Fixing Date and promptly give notice thereof to the Borrower and the Guarantor.

(iv) The Bank may at any time elect to consolidate all Fixed Interest Rates then applicable to portions of the Loan into a single Fixed Interest Rate equal to the weighted average of the Fixed Interest Rates then applicable to portions of the Loan. The Bank shall determine such consolidated Fixed Interest Rate and promptly give notice thereof to the Borrower. Such consolidated Fixed Interest Rate shall be applicable to all portions of

the Loan then bearing interest at Fixed Interest Rates commencing on the Interest Payment Date immediately following the notice from the Bank to the Borrower.

(d) If the Loan is subject to a Fixed Interest Rate, interest on the Loan shall be payable as follows:

(i) The principal amount of the Loan from time to time drawn down and not repaid shall bear interest during the relevant Interest Period at the Fixed Interest Rate calculated in accordance with this Section.

(ii) Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period, be calculated on the basis of the actual number of days elapsed and a 365-day year and be due and payable on the Interest Payment Date which is the last day of the relevant Interest Period.

(iii) The Fixed Interest Rate shall be the sum of the Margin and the Relevant Market Interest Rate specified either in the Loan Agreement or, where the Fixed Interest Rate is established pursuant to Section 3.04(c) at a date which is later than the date of the Loan Agreement, in the notice from the Bank to the Borrower and the Guarantor issued in accordance with Section 3.04(c)(iii).

Section 3.05. Commitment Charge and Front-End Commission

(a) The Borrower shall pay to the Bank a commitment charge at the rate specified in the Loan Agreement, payable on the total of the Available Amount plus any amount of the Loan that is subject to a Reimbursement Commitment and is not yet drawn down, provided that the Commitment Charge payable on the amount of the Loan subject to an unconditional Reimbursement Commitment shall be 0.5% per annum greater than the rate of the Commitment Charge specified in the Loan Agreement. The Commitment Charge shall accrue from the date sixty (60) days after the date of the Loan Agreement or, in the case of Commitment Charge payable on the amount of the Loan subject to an unconditional Reimbursement Commitment, from the date of issuance of such unconditional Reimbursement Commitment, and shall accrue and be calculated on the same basis as interest under Section 3.04(b)(ii). The Commitment Charge shall be payable on each Interest Payment Date (even though no interest may be payable on such date) commencing on the first Interest Payment Date following the Effective Date.

(b) The Borrower shall pay to the Bank a front-end commission equal to one per cent (1%) (or such other amount specified in the Loan Agreement) of the principal amount of the Loan.

(c) Except as otherwise provided in the Loan Agreement, the Bank shall, on behalf of the Borrower, withdraw from the Available Amount on the Effective Date, or within seven (7) days thereafter, and pay to itself the amount of the Front-end Commission payable pursuant to Section 3.05(b).

(d) In the event that the Borrower opts under the Loan Agreement to pay the Front-end Commission out of its own resources, the Front-end Commission shall be due and payable within seven (7) days after the Effective Date.

Section 3.06. Payments by the Borrower

The principal, interest and Charges on the Loan shall be due and payable by the Borrower in the manner and on the dates set forth in the Loan Agreement and shall be paid free and clear of any deductions or withholdings of any kind.

Section 3.07. Prepayment

(a) The Borrower may, on any Interest Payment Date, prepay all or part of the principal amount of the Loan drawn down and not repaid, together with all accrued and unpaid interest and Charges thereon, on not less than thirty (30) Business Days, prior written notice to the Bank, which notice shall be irrevocable and binding on the Borrower.

(b) The Borrower shall pay to the Bank, on the date of prepayment, a prepayment administrative fee of one-eighth of one per cent (0.125%) of the principal amount of the Loan being prepaid.

(c) In the case of partial prepayment, such prepayment:

(i) shall be in an amount at least equal to the lesser of:

(A) the Minimum Prepayment Amount; and

(B) the principal amount of the Loan drawn down and not repaid; and

(ii) shall be:

(A) first, applied to pay interest and Charges on the Loan; and

(B) second, applied pro-rata to the several maturities of the principal amount of the Loan drawn down and not repaid.

Section 3.08. Cancellation

(a) The Borrower may cancel all or part of the Available Amount on any Interest Payment Date on not less than thirty (30) Business Days, prior written notice to the Bank, which notice shall be irrevocable and binding on the Borrower. Such cancellation shall be in an amount at least equal to the lesser of:

(i) the Minimum Cancellation Amount; and

(ii) the Available Amount.

(b) In the event of any cancellation by the Borrower pursuant to subsection (a) of this Section or by the Bank pursuant to Section 7.02:

(i) the Borrower shall pay to the Bank, on the date of cancellation, all Charges due and unpaid as of such date, and a cancellation fee of one-eighth of one per cent (0.125%) of the principal amount of the Loan being cancelled, except in respect of amounts cancelled pursuant to Section 7.02(a);

(ii) the amount cancelled shall be deducted from the Available Amount outstanding on the date of cancellation; and

(iii) the amount cancelled shall be applied pro-rata to the several maturities of the principal amount of the Loan set forth in the amortisation schedule to the Loan Agreement and falling due after the date of such cancellation.

Section 3.09. Default Interest

(a) If the Borrower fails to pay when due any amount payable by it under the Loan Agreement, the overdue amount shall bear interest at a rate equal to the sum of:

(i) two per cent (2%) per annum;

(ii) the Margin; and

(iii) the interest rate per annum offered in, as applicable, the London interbank market (for USD or £) or the Euro-zone interbank market (for Euro), on the Default Interest Determination Date for a deposit in the Loan Currency of an amount comparable to the overdue amount for a period equal to the relevant Default Interest Period or, if or, if a Market Disruption Event has occurred, the rate which expresses as a percentage rate per annum the cost to the Bank of funding the Loan from whatever source the Bank may reasonably select (or at the option of EBRD, the Relevant Market Interest Rate, if available).

(b) Default interest shall:

(i) accrue from day to day from the due date to the date of actual payment;

(ii) be calculated on the basis of the actual number of days elapsed and a 360-day year (unless the Loan Currency is Pounds, in which case it shall be calculated on the basis of a 365-day year);

(iii) be compounded at the end of each Default Interest Period; and

(iv) be due and payable forthwith upon demand.

(c) Each determination by the Bank of the interest rates applicable to overdue amounts and of Default Interest Periods shall be final, conclusive and binding on the Borrower.

Section 3.10. Unwinding Costs

(a) If, for any reason (including, without limitation, an acceleration pursuant to Section 7.06), any portion of the Loan which is subject to a Variable Interest Rate becomes due and payable on a date other than the last day of an Interest Period, the Borrower shall pay to the Bank on demand the amount, if any, by which:

(1) the interest which would have accrued on such portion of the Loan from the date on which such portion of the Loan has become due and payable to the last day of the then current Interest Period at a rate equal to the Relevant Market Interest Rate for such portion of the Loan for such Interest Period;

exceeds:

(2) the interest which the Bank would be able to obtain if it were to place an amount equal to such portion of the Loan on deposit with a leading bank in, as the case may be, the

London interbank market (for USD or £) or Euro-zone interbank market (for Euro) for the period commencing on the date on which such portion of the Loan has become due and payable and ending on the last day of the then current Interest Period.

(b) If, at any time:

(1) the Borrower gives a notice, pursuant to Section 3.07, of prepayment of any portion of the Loan which is subject to a Fixed Interest Rate or the Borrower otherwise prepays any such portion of the Loan;

(2) any portion of the Loan which is subject to a Fixed Interest Rate is accelerated pursuant to Section 7.06 or otherwise becomes due prior to its stated maturity; or

(3) any portion of the Loan which is subject to a Fixed Interest Rate is cancelled pursuant to Section 3.08, 7.02 or 7.06 or is otherwise cancelled;

the Borrower shall, in addition to any prepayment administrative fee, cancellation fee or other amounts payable in connection therewith, pay to the Bank on demand the amount of any Unwinding Costs; provided that, if the amount of such Unwinding Costs is negative, the Bank shall, on the next Interest Payment Date, credit to the Borrower, in the Loan Currency, the amount of such Unwinding Costs.

(c) If any overdue amount is paid on a date other than the last day of a Default Interest Period, the Borrower shall pay to the Bank on demand the amount, if any, by which:

(1) the interest which would have accrued on such overdue amount from the date of receipt of such overdue amount to the last day of the then current Default Interest Period at a rate equal to the rate specified in Section 3.09(a)(iii) for such Default Interest Period;

exceeds:

(2) the interest which the Bank would be able to obtain if it were to place an amount equal to such overdue amount on deposit with a leading bank in, as the case may be, the London interbank market (for USD or £) or Euro-zone interbank market (for Euro) for the period commencing on the date of receipt of such overdue amount and ending on the last day of the then current Default Interest Period.

(d) The Borrower shall forthwith upon notice from the Bank reimburse the Bank for any costs, expenses and losses incurred by the Bank, and not otherwise recovered by the Bank under Sections 3.10(a), 3.10(b) and 3.10(c) as a result of the occurrence of an event specified in Section 7.01 below, a change in the duration of any relevant Interest Period pursuant to Section 3.13(b), a change in the basis for determining the rate of interest pursuant to Section 3.13(c), prepayment of any portion of the Loan on a date other than the last day of an Interest Period, failure by the Borrower to pay any amount when due hereunder, the Bank funding, or making arrangements to fund, a Drawdown requested in a drawdown application submitted pursuant to Section 3.01(b) but not made by reason of the operation of any one or more of the provisions of the Loan Agreement (other than by reason of default or negligence by the Bank, as the case may be) or failure by the Borrower to make any prepayment in accordance with a notice of prepayment delivered pursuant to any provision of the Loan Agreement.

(e) A certificate of the Bank as to any amount payable under this Section 3.10 shall be final, conclusive and binding on the Borrower unless shown by the Borrower to the satisfaction of the Bank to contain manifest error.

Section 3.11. Currency, Form, and Determination of Payments

(a) All payments of principal, interest, Charges and any other amount due to the Bank under the Loan Agreement or the Guarantee Agreement shall be made, without set-off or counterclaim, in the Loan Currency, for value on the due date, at such bank or banks, and in such place or places, as the Bank shall from time to time designate.

(b) If the due date for any payment under the Loan Agreement would otherwise fall on a day which is not a Business Day, then such payment shall instead be due on the next succeeding Business Day and interest (or Commitment Charge, as the case may be) shall continue to accrue for the period from such date to the next succeeding Business Day. Upon request of the Borrower agreed to by the Bank, such payment shall be made on such earlier date as the parties agree.

Section 3.12. Fees and Costs

The Borrower shall bear any professional, banking, transfer or exchange fees and costs incurred by the Bank in the preparation, execution, delivery and registration of the Loan Agreement, the Guarantee Agreement and any Project Agreements and any related document.

Section 3.13. Market Disruption

(a) If a Market Disruption Event occurs, the Bank shall promptly notify the Borrower. If the Bank notifies the Borrower of the occurrence of a Market Disruption Event,

(1) interest shall accrue on any portion of the Loan that is subject to a Variable Interest Rate at a rate equal to the sum of:

(A) the Margin; and

(B) the rate which expresses as a percentage rate per annum the cost to the Bank of funding the Loan from whatever source the Bank may reasonably select (or, at the option of the Bank, the Relevant Market Interest Rate, if available), as notified by the Bank to the Borrower as soon as practicable and in any event before interest is due to be paid in respect of the relevant Interest Period; and

(2) interest shall accrue on any portion of the Loan that is subject to a Fixed Interest Rate at a rate equal to the Fixed Interest Rate determined in accordance with Section 3.04(d), including the Margin;

in each case until the Bank has given notice to the Borrower that the Market Disruption Event has ceased to exist.

(b) If a Market Disruption Event has occurred, the Bank shall have the right, in its discretion, to change the duration of any relevant Interest Period by sending to the Borrower a written notice thereof. Any such change to an Interest Period shall take effect on the date specified by the Bank in such notice.

(c) Notwithstanding Section 3.13(a), if a Market Disruption Event occurs and the Bank or the Borrower so requires, within five Business Days of the notification by the Bank pursuant to Section 3.13(a) above, the Bank and the Borrower shall enter into negotiations (for a period of

not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest applicable to the Loan. Any alternative basis so agreed shall take effect in accordance with its terms and replace the interest rate then in effect pursuant to Section 3.13(a) above. If agreement cannot be reached, the Borrower may prepay the Loan on the next Interest Payment Date in accordance with Section 3.07, but without any prepayment administrative fee.

ARTICLE IV - EXECUTION OF THE PROJECT

Section 4.01. Cooperation and Information

(a) The Bank, the Borrower and the Guarantor shall cooperate fully to ensure that the purposes for which the Loan is made will be accomplished. To that end, the Bank, the Borrower and the Guarantor shall:

(i) from time to time, at the request of any of them, exchange views with regard to the progress of the Project, the purposes for which the Loan is made and the performance of their respective obligations under the Loan Agreement and the Guarantee Agreement, as well as the performance of a Project Entity under any Project Agreement to which it is a party, and any related agreement, and furnish to the other parties all such information related thereto as shall have been reasonably requested; and

(ii) promptly inform each other of any condition that interferes with, or threatens to interfere with, the matters referred to in paragraph (i) above.

(b) The Borrower shall promptly inform the Bank of any proposed change in the nature or scope of the Project or the business or operations of a Project Entity and of any event or condition which might materially affect the carrying out of the Project or the carrying on of the business or operations of a Project Entity.

(c) The Guarantor shall take no action, nor shall it permit any of its agents or subsidiaries to take any action, that would prevent or interfere with the execution of the Project or with the efficient operation of the Project facilities or the performance of the Borrower's obligations under the Loan Agreement or a Project Entity's obligations under a Project Agreement. The Guarantor shall also ensure that no such action is taken or permitted to be taken by any of its political or administrative subdivisions or any of the entities owned and controlled by, or operating for the account or benefit of, the Guarantor or such subdivisions.

Section 4.02. Responsibilities Relating to Project Execution

(a) The Borrower shall carry out the Project or cause the Project to be carried out with due diligence and efficiency in accordance with sound environmental, health, safety and labour standards and practices as specified in the Loan Agreement, and other relevant standards and practices and shall provide, promptly as needed, the funds, land, facilities, services and other resources required for these purposes.

(b) If there is a Project Agreement placing partial or whole responsibility for Project execution with a Project Entity, the Borrower shall:

(i) cause the relevant Project Entity to perform in accordance with the provisions of such Project Agreement all obligations of the Project Entity therein set forth; and

- (ii) not take or permit to be taken any action that would prevent or interfere with such performance.
- (c) Without limiting the generality of subsections (a) or (b) above, the Borrower shall take, or cause to be taken, all such action as shall be necessary to acquire as and when needed all such land and rights in respect of land as shall be required for carrying out the Project and shall furnish to the Bank, promptly upon its request, evidence satisfactory to the Bank that such land and rights in respect of land are available for those purposes.
- (d) The Borrower shall insure or cause to be insured, or make adequate provision satisfactory to the Bank for the insurance of:
 - (i) the imported goods to be financed out of the proceeds of the Loan for the Project, against hazards incidental to the acquisition, transportation and delivery thereof to the place of use or installation (and, where applicable, against hazards during the construction period), with the indemnity under such insurance payable in the Currency needed to replace or repair such goods; and
 - (ii) all other items that are related to the financial or technological viability of the Project and that are within the ownership or control of the Borrower.
- (e) The Borrower shall at all times operate and maintain, or cause to be operated and maintained, in good working condition any facilities relevant to the Project and, promptly as needed, make or cause to be made all necessary repairs and renewals thereof.
- (f) The Borrower shall cause all goods, works, and services financed out of the proceeds of the Loan to be used exclusively for the purposes of the Project.

Section 4.03. Procurement

Except as the Bank shall otherwise agree, procurement of goods, works and services, including consultants' services, required for the Project and to be financed out of the proceeds of the Loan shall be governed by the EBRD Procurement Rules and the provisions set out in the Loan Agreement.

Section 4.04. Project Records and Reports

- (a) The Borrower shall, in respect of those parts of the Project for which the Borrower is directly responsible, as specified in the Loan Agreement:
 - (i) maintain procedures and records adequate to record and monitor the progress of the Project (including its cost and the benefits to be derived from it), to identify any and all goods, works and services financed out of the proceeds of the Loan and to identify their use in the Project, and make such records available to the Bank's representatives on request of the Bank;
 - (ii) enable the Bank's representatives, at the Bank's request;
 - (A) to visit any facilities and construction sites relating to the Project;

(B) to examine any and all goods, works and services financed out of the proceeds of the Loan and any plants, installations, sites, works, buildings, property, equipment, records and documents relevant to the performance of the obligations of the Borrower under the Loan Agreement; and

(C) for these purposes, to meet and hold discussions with such representatives and employees of the Borrower as the Bank may deem necessary and appropriate;

(iii) furnish to the Bank's representatives all such reports and information as the Bank shall reasonably request concerning the Project, including information on environmental, health, safety and labour matters relating to the Project, its cost and, where appropriate, the benefits to be derived from it, the expenditure of the proceeds of the Loan and any and all goods, works and services financed out of such proceeds;

(iv) without limiting the generality of paragraph (a)(iii) above, except as the Bank shall otherwise agree, furnish or cause to be furnished to the Bank periodic Project reports in a form satisfactory to the Bank and of a frequency specified in the Loan Agreement, indicating among other things the progress made and problems encountered during the period under review, steps taken or proposed to be taken to remedy those problems and the proposed programme of activities and expected progress during the following period; and

(v) furnish or cause to be furnished to the Bank's representatives, promptly upon their preparation, any plans, specifications, reports, contract documents and construction and procurement schedules for the Project, and any material modifications thereof or additions thereto, in such detail as the Bank shall reasonably request.

(b) Upon the award of any contract for goods, works or services to be financed out of the proceeds of the Loan, the Bank may publish a description thereof, the name and nationality of the party to which the contract was awarded and the contract price.

(c) Promptly after either:

(i) the Project has been completed; or

(ii) the full amount of the Loan has been either drawn down or cancelled, but in any event not later than six months after the Last Availability Date or such later date as the Bank may agree;

the Borrower shall prepare and furnish to the Bank a report, in a form satisfactory to the Bank and of such scope and in such detail as the Bank shall reasonably request, on the execution and initial operation of the Project, including information on environmental, health, safety and labour matters relating to the Project, its cost and the benefits derived and to be derived from it, the performance by the Borrower and the Bank of their respective obligations under the Loan Agreement and the accomplishment of the purposes of the Loan.

ARTICLE V - FINANCIAL AND OPERATIONAL COVENANTS

Section 5.01. Negative Pledge

(a) The Member undertakes to ensure that no other External Debt of the Member shall have priority over the Loan in the allocation, realisation or distribution of foreign exchange held under

the control or for the benefit of the Member. If any Lien shall be created on any Public Assets as security for any External Debt which will or might result in a priority for the benefit of the creditor of such External Debt in the allocation, realisation or distribution of foreign exchange, such Lien shall, unless the Bank shall otherwise agree, ipso facto, and at no cost to the Bank, equally and rateably secure the principal of, and interest and Charges on, the Loan, and the Member, in creating or permitting the creation of such Lien, shall make express provision to that effect; provided, however, that, if for any constitutional or other legal reason such provision cannot be made with respect to any Lien created on Assets of any of its political or administrative subdivisions, the Member shall promptly and at no cost to the Bank secure the principal of, and interest and Charges on, the Loan by an equivalent Lien on other Public Assets satisfactory to the Bank.

(b) The Borrower undertakes that, except as the Bank shall otherwise agree:

(i) if the Borrower creates any Lien on any of its Assets as security for any debt, such Lien will equally and rateably secure the payment of the principal amount of, and interest and Charges on, the Loan, and in the creation of any such Lien express provision will be made to that effect, at no cost to the Bank; and

(ii) if any statutory Lien is created on any assets of the Borrower as security for any debt, the Borrower shall grant at no cost to the Bank an equivalent Lien satisfactory to the Bank to secure the payment of the principal amount of, and interest and Charges on, the Loan.

(c) The foregoing undertakings shall not apply to:

(i) any Lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of that property or as security for the payment of debt incurred for the purpose of financing the purchase of such property; or

(ii) any Lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

Section 5.02. Reporting

(a) The Member shall furnish to the Bank all such information as the Bank may reasonably request:

(i) in respect of financial and economic conditions in the territory of the Member, including the Member's balance of payments and External Debt, as well as the External Debt of its political or administrative subdivisions, and of any entity owned or controlled by, or operating for the account or benefit of, the Member or any such subdivision, and of any institution performing the functions of a central bank or exchange stabilisation fund, or similar functions, for the Member; and

(ii) in respect of economic reforms and measures implementing transition to a market economy, including restructuring and privatisation, in each economic sector that may have an impact on the Project, including reforms in the legal and regulatory framework for such sector.

(b) The Member shall afford all reasonable opportunity for representatives of the Bank to visit any part of its territory for purposes related to the Loan or the Project.

(c) The Borrower and each Project Entity shall, to the extent specified in the Loan Agreement, furnish or cause to be furnished to the Bank, until the full amount of the Loan has been repaid or cancelled:

- (i) periodic financial statements and reports in respect of the financial covenants specified in the Loan Agreement;
- (ii) periodic reports, in a form satisfactory to the Bank, on the operation and maintenance of Project facilities; and
- (iii) annual reports on environmental, health, safety and labour matters relating to the Borrower's operations.

ARTICLE VI - TAXES; RESTRICTIONS ON PAYMENT

Section 6.01. Taxes

(a) The Member shall ensure that:

- (i) the principal amount of, and interest and Charges on, the Loan are exempt from, and are paid without deduction for, any Taxes levied by, or in the territory of, the Member; and
- (ii) the Loan Agreement, the Guarantee Agreement and any related document to which these Standard Terms and Conditions apply shall be free from any and all Taxes levied by, or in the territory of, the Member on or in connection with the execution, delivery or registration thereof.

(b) The proceeds of the Loan shall not be drawn down on account of payments for any Taxes levied by, or in the territory of, the Member.

(c) The Bank may, by notice to the Borrower, increase or decrease the percentage of expenditures to be financed from any Category as may be required to be consistent with paragraph (b) of this Section.

Section 6.02. Restrictions on Payment

The Member shall ensure that the principal amount of, and interest and Charges on, the Loan are paid without restrictions of any kind imposed by, or in the territory of, the Member.

ARTICLE VII - SUSPENSION AND CANCELLATION; ACCELERATION OF MATURITY

Section 7.01. Suspension

(a) If any of the following events shall have occurred and be continuing, the Bank may, by notice to the Borrower and the Guarantor, suspend, in whole or in part, the right of the Borrower to make Drawdowns under the Loan:

(b) The right of the Borrower to make Drawdowns shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to suspension shall have ceased to exist, unless the Bank shall have notified the Borrower that the right to make Drawdowns has been restored; provided, however, that the right to make Drawdowns shall be restored only to the extent and subject to the conditions specified in such notice, and no such notice shall affect or impair any right, power or remedy of the Bank in respect of any other subsequent event described in this Section.

Section 7.02. Cancellation by the Bank

(a) If at any time the Bank determines, after consultation with the Borrower and the Guarantor, that an amount of the Loan will not be required to finance costs of the Project to be financed out of the proceeds of the Loan, the Bank may, by notice to the Borrower and the Guarantor, cancel such amount of the Loan. On the Last Availability Date, any remaining Available Amount shall be cancelled automatically.

(b) If the right of the Borrower to make Drawdowns of any part of the Loan shall have been suspended for a continuous period of thirty (30) days, the Bank may, by notice to the Borrower and the Guarantor, cancel such amount of the Loan.

(c) If at any time the Bank determines that:

- (i) the procurement of any item is inconsistent with the procedures set forth or referred to in the Loan Agreement and the Bank establishes the amount of expenditures in respect of such item that would otherwise have been eligible for financing out of the proceeds of the Loan; or
- (ii) funds drawn down under the Loan have been used for purposes other than those provided for under the Loan Agreement and the Bank establishes the amount so used; or
- (iii) with respect to any contract to be financed in full or in part from the proceeds of the Loan, any representative of the Borrower, any Project Entity or any other beneficiary of the Loan has engaged in any Prohibited Practice during the procurement or execution of such contract, without the Borrower or the Guarantor having taken timely and appropriate action satisfactory to the Bank to remedy the situation, and the Bank establishes the amount of expenditures in respect of such contract which would otherwise have been eligible for financing out of the proceeds of the Loan;

the Bank may, by notice to the Borrower and the Guarantor, cancel the equivalent of such amount of the Loan. Such cancellation shall take effect when notice is given.

(d) If at any time the Bank determines that any representative of the Borrower, any Project Entity or any other beneficiary of the Loan has been found by a judicial process or other official enquiry to have engaged in any Prohibited Practice, the Bank may, by notice to the Borrower and the Guarantor, cancel all or part of the Loan. Such cancellation shall take effect when notice is given.

Section 7.03. Unconditional Reimbursement Commitment Unaffected by Suspension or Cancellation

No cancellation or suspension shall apply to amounts subject to an unconditional Reimbursement Commitment entered into by the Bank pursuant to Section 3.02(c) except as expressly provided in such commitment.

Section 7.04. Obligations of the Borrower and the Guarantor

Notwithstanding any cancellation or suspension, all the provisions of the Loan Agreement and the Guarantee Agreement shall continue in full force and effect except as specifically provided herein.

Section 7.05. Cancellation of Guarantee

If the Borrower shall have failed to make payment of principal or interest or any other payment required under the Loan Agreement (otherwise than as a result of any act or omission of the Guarantor) and such payment shall have been made by the Guarantor, the Guarantor may, after consultation with the Bank, by notice to the Bank and the Borrower, terminate its obligations under the Guarantee Agreement in respect of any amount of the Loan that has not been drawn down prior to the date of receipt of such notice by the Bank and is not subject to any unconditional Reimbursement Commitment issued by the Bank pursuant to Section 3.02(b). Upon receipt of such notice by the Bank, the Guarantor's obligations in respect of such amount shall terminate.

Section 7.06. Events of Acceleration

If any of the following events shall have occurred and shall be continuing for the period specified below, then at any time during the continuance of that event the Bank may, by notice to the Borrower and the Guarantor, cancel the Loan and declare the principal amount of the Loan then outstanding to be due and payable immediately, together with the interest and Charges thereon, and upon any such declaration such principal amount, together with such interest and Charges, shall become due and payable immediately:

- (a) Any event specified in Section 7.01(a)(i) or 7.01(a)(ii) shall have occurred and shall have continued for fifteen (15) days from the date of such event.
- (b) Any event specified in Section 7.01(a)(iii) or 7.01(a)(iv) shall have occurred and shall have continued for thirty (30) days after notice thereof shall have been given by the Bank to the Borrower and the Guarantor.
- (c) Any External Debt of the Borrower or the Guarantor is declared to be due and payable prior to its specified maturity.
- (d) The Borrower (if not a member of the Bank) or any Project Entity shall have become unable to pay its debts as they mature or any action or proceeding shall have been taken by the Borrower or any Project Entity or others whereby any of the Assets of the Borrower or any Project Entity shall or may be distributed among its creditors.

(vii) Notwithstanding the provisions of the UNCITRAL Arbitration Rules, the arbitral tribunal shall not be authorised to take any interim measures of protection or provide any pre-award relief against the Bank and none of the parties to the Loan Agreement, the Guarantee Agreement or any Project Agreement may address to any judicial authority a request for any interim measures of protection or pre-award relief against the Bank.

(viii) The arbitral tribunal shall have authority to consider and include in any proceeding, decision or award any dispute or controversy properly brought before it by the Bank, the Borrower, the Guarantor or any Project Entity insofar as such dispute or controversy arises out of the Loan Agreement, the Guarantee Agreement or any Project Agreement; but subject to the foregoing no other parties or other disputes shall be included in, or consolidated with, the arbitral proceedings.

(c) Notwithstanding the provisions of this Section, nothing contained in these Standard Terms and Conditions or in the Loan Agreement, the Guarantee Agreement or any Project Agreement shall operate or be regarded as a waiver, renunciation or other modification of any immunities, privileges or exemptions of the Bank under the Agreement Establishing the Bank, under international conventions or under any applicable laws.

(d) In any arbitral proceeding arising out of the Loan Agreement, the Guarantee Agreement or any Project Agreement, the certificate of the Bank as to any amount due to the Bank under such agreement shall be prima facie evidence of such amount.

ARTICLE IX - EFFECTIVENESS; TERMINATION

Section 9.01. Effective Date

Except as the Bank and the Borrower shall otherwise agree, the Loan Agreement, the Guarantee Agreement and each Project Agreement shall become effective on the date upon which the Bank dispatches to the Borrower and the Guarantor notice of the Bank's acceptance of the evidence required by Sections 9.02 and 9.03.

Section 9.02. Conditions Precedent to Effectiveness

The Loan Agreement, the Guarantee Agreement and each Project Agreement shall not become effective unless the Bank is satisfied that no event referred to in Section 7.01(a) or 7.06 has occurred and is continuing; and until evidence, in form and substance satisfactory to the Bank, shall have been furnished to the Bank that:

(a) The execution and delivery of the Loan Agreement and the Guarantee Agreement on behalf of the Borrower and the Guarantor have been duly authorised or ratified by all necessary governmental and corporate action.

(b) The execution and delivery of each Project Agreement, if any, on behalf of each Project Entity have been duly authorised or ratified by all necessary governmental, corporate and administrative action.

(c) All other events specified in the Loan Agreement as additional conditions to its effectiveness shall have occurred.

Section 9.03. Legal Opinion

As part of the evidence to be furnished pursuant to Section 9.02, the Borrower, the Guarantor and each Project Entity shall furnish, or cause to be furnished, to the Bank an opinion or opinions (in form and substance satisfactory to the Bank), of counsel acceptable to the Bank, in respect of such matters as may be specified in the Loan Agreement or as shall be reasonably requested by the Bank and showing that:

- (a) On behalf of the Borrower, the Loan Agreement has been duly authorised or ratified by, and executed and delivered on behalf of, the Borrower and constitutes a valid and legally binding obligation of the Borrower, enforceable in accordance with its terms.
- (b) On behalf of the Guarantor, the Guarantee Agreement has been duly authorised or ratified by, and executed and delivered on behalf of, the Guarantor and constitutes a valid and legally binding obligation of the Guarantor, enforceable in accordance with its terms.
- (c) On behalf of each Project Entity, each Project Agreement to which it is a party has been duly authorised or ratified by, and executed and delivered on behalf of, such Project Entity and constitutes a valid and legally binding obligation of such Project Entity, enforceable in accordance with its terms.

Section 9.04. Termination for Failure to Become Effective

If the Loan Agreement shall not have become effective by the date specified in the Loan Agreement for the purposes of this Section, all obligations of the Bank under the Loan Agreement, the Guarantee Agreement and each Project Agreement shall terminate unless the Bank, after consideration of the reasons for the delay, shall establish a later date for the purposes of this Section. The Bank shall promptly notify the Borrower and the Guarantor of such later date.

Section 9.05. Termination on Performance

When the entire principal amount of the Loan shall have been repaid and all interest and Charges which shall have accrued or become due on the Loan shall have been paid, the Loan Agreement, the Guarantee Agreement and each Project Agreement, and all obligations of the parties thereunder, shall forthwith terminate.

ARTICLE X - NOTICES; AUTHORISED REPRESENTATIVES; AMENDMENT

Section 10.01. Notices

Any notice or request required or permitted to be given or made under the Loan Agreement, the Guarantee Agreement or each Project Agreement, or under any other agreement of the parties contemplated therein, shall be in writing. Except as otherwise provided in Section 9.01, such notice or request shall be deemed to have been duly given or made when it has been delivered to the party to which it is required to be given or made at the party's address specified in the Loan Agreement, the Guarantee Agreement or the relevant Project Agreement, or at any other address as the party shall have specified in writing to the party giving the notice or making the request. Except as otherwise provided in the EBRD Disbursement Handbook (for Drawdown applications and related matters), such delivery may be made by hand, mail, telex or facsimile transmission. Deliveries made by telex or facsimile transmission shall also be confirmed by mail.

Section 10.02. Authority to Act

Any action required or permitted to be taken and any documents required or permitted to be executed under the Loan Agreement by the Borrower, under the Guarantee Agreement by the Guarantor or under any Project Agreement by a Project Entity shall be taken or executed by the Borrower's Authorised Representative, the Guarantor's Authorised Representative or any Project Entity's Authorised Representative, as applicable, or such other officer of the Borrower, the Guarantor or any Project Entity as such Authorised Representative shall designate in writing. The Borrower, the Guarantor and each Project Entity shall furnish to the Bank sufficient evidence of the authority and the authorised specimen signature of each such officer.

Section 10.03. Amendment

- (a) The Loan Agreement may be amended by a written instrument signed by the Borrower's Authorised Representative and by a duly authorised officer of the Bank. In the event that, in the opinion of the Bank, such amendment increases the obligations of the Guarantor, such written instrument shall also be signed by the Guarantor's Authorised Representative.
- (b) The Guarantee Agreement may be amended by a written instrument signed by the Guarantor's Authorised Representative and by a duly authorised officer of the Bank.
- (c) Each Project Agreement may be amended by a written instrument signed by the Authorised Representative of the Project Entity which is a party thereto and by a duly authorised officer of the Bank.

Section 10.04. English Language

Any document delivered pursuant to the Loan Agreement, the Guarantee Agreement or any Project Agreement shall be in the English language. Documents in any other language shall be accompanied by an English translation thereof certified as being an approved translation and such approved translation shall be conclusive.

Prin prezenta confirm că textul alăturat este o copie autentică a Acordului de împrumut dintre Republica Moldova și Banca Europeană pentru Reconstrucție și Dezvoltare privind implementarea proiectului „Interconectarea rețelilor de energie electrică dintre Republica Moldova și România, Faza I” (Chișinău, 20 decembrie 2017), originalul fiind depozitat la Arhiva Tratatelor a Ministerului Afacerilor Externe și Integrării Europene.



Anatol CEBUC,
Șef al Direcției Drept Internațional a
Ministerului Afacerilor Externe și
Integrării Europene

(Număr operațional 47087)

ACORD DE ÎMPRUMUT

(Interconexiunea electrică Moldova România Faza I)

între

REPUBLICA MOLDOVA

și

BANCA EUROPEANĂ PENTRU RECONSTRUCȚIE ȘI DEZVOLTARE

Acest proiect al Acordului de împrumut a fost pregătit doar în scopul discuțiilor preliminare. Se pot adăuga angajamente adiționale și textul existent este pasibil de modificări și aprobare finală de către Banca Europeană pentru Reconstrucție și Dezvoltare.

Din data de [_____]

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ACORD DE ÎMPRUMUT

ACORDUL din data de [] între **REPUBLICA MOLDOVA** („Debitorul”) și **BANCA EUROPEANĂ PENTRU RECONSTRUCȚIE ȘI DEZVOLTARE** („Banca”).

PREAMBUL

ÎNTRUCÂT Banca a fost înființată pentru a oferi finanțare pentru proiecte specifice orientate spre încurajarea tranziției spre economiile de piață deschise și promovarea inițiativei private și de întreprinzător în țările din Europa Centrală și de Est care, și-au asumat angajamentul față de principiile democrației pluripartite, a pluralismului și a economiei de piață și le aplică

ÎNTRUCÂT Debitorul intenționează să implementeze Proiectul, conform descrierii acestuia din Anexa 1, care este creat întru asistarea construirii, echipări și punerii în funcțiune a interconexiunii electrice Moldova-România

ÎNTRUCÂT Proiectul va fi implementat de Întreprinderea de Stat Moldelectrica, organizată în calitate de Întreprindere de Stat a Republicii Moldova, conform Legii nr. 146-XIII, din 16 iunie 1994 („Entitatea de proiect”) cu sprijin financiar din partea Debitorului

ÎNTRUCÂT Debitorul a solicitat asistența Băncii în finanțarea unei părți a Proiectului

ÎNTRUCÂT Debitorul intenționează să contracteze un împrumut de la Banca Europeană de Investiții („BEI”) în mărime de până la 80,000,000 EUR, pentru a oferi sprijin în finanțarea Proiectului, conform termenelor și condițiilor ce urmează a fi stabilite într-un acord („Acord de împrumut cu BEI”) dintre Debitor și BEI

ÎNTRUCÂT Debitorul intenționează să contracteze un împrumut de la Banca Mondială în mărimea sumei în Dolari SUA echivalente cu 70,000,000 EUR pentru a oferi sprijin în finanțarea Proiectului, conform Termenelor și condițiilor ce urmează a fi stabilite într-un acord („Acord de împrumut cu Banca Mondială”) între Debitor și Banca Mondială

ÎNTRUCÂT Debitorul intenționează să obțină un grant din partea Uniunii Europene prin intermediul Fondului acesteia pentru Investiții în Vecinătate în mărime de 40,000,000 EUR („Grant NIF”) pentru a oferi sprijin în finanțarea Proiectului, conform termenelor și condițiilor ce urmează a fi stabilite în acordul de grant, care va fi încheiat între Debitor, Entitatea de proiect și Bancă („Acordul de grant”), și

ÎNTRUCÂT, Banca a acceptat, în baza, *inter alia*, a celor de mai sus să acorde un împrumut Debitorului în mărime de 80,000,000 EUR conform termenelor și condițiilor stabilite sau la care se face referire în prezentul Acord și în acordul de proiect încheiat la data prezentului între Entitatea de proiect și Bancă („Acord de proiect”, după cum acesta este definit în Termenele și condițiile standard).

ASTFEL, PRIN URMARE, părțile au convenit după cum urmează:

ARTICOLUL I – TERMENE ȘI CONDIȚII STANDARD; DEFINIȚII

Secțiunea 1.01. Integrarea termenelor și condițiilor standard

Toate prevederile Termenelor și condițiilor standard ale Băncii din 1 decembrie 2012 sunt integrate în și sunt aplicabile prezentului Acord cu aceeași forță juridică și efecte ca și în cazul în care acestea ar fi fost pe deplin prevăzute în prezentul Acord, cu toate acestea, cu modificările după cum urmează (astfel de prevederi, cu modificările de rigoare, sunt denumite în continuare „Termene și condiții standard”):

(a) Definiția de “Euro”, “EUR” sau “€” în Secțiunea 2.02 din Termenele și condițiile standard este, în sensul prezentului acord, modificată și are următorul sens:

„„Euro”, „EUR” sau „€” înseamnă moneda legală a statelor membre ale Uniunii Europene care adoptă moneda unică în conformitate cu legislația Uniunii Europene referitoare la uniunea economică și monetară.”

(b) Definițiile noțiunilor de “Practică coercitivă”, “Practică coluzivă”, “Practică coruptă” și “Practică frauduloasă”, în secțiunea 2.02 din Termenele și condițiile standard sunt, în sensul prezentului acord, eliminate în întregime.

(c) Definiția de “Practică interzisă”, în secțiunea 2.02 din Termenele și condițiile standard este, în sensul prezentului acord, modificată și are următorul sens:

„„Practică interzisă” înseamnă practică coercitivă, practică coluzivă, practică coruptă, practică frauduloasă, utilizare abuzivă a resurselor Băncii, practică obstructivă sau furt, conform definiției fiecărui termen, dată în Politica și procedurile de executare ale Băncii, din data specificată în Acordul de împrumut la definiția „Politica și procedurile de executare”.”

(d) Definiția “Pagina de referință”, în secțiunea 2.02 din Termenele și condițiile standard este, în sensul prezentului acord, modificată după cum urmează:

„„Pagină de referință” înseamnă afișarea a (i) pentru Împrumuturile în Dolari SUA sau lire sterline, ratele interbancare din Londra ale celor mai mari bănci oferite pentru depozitele în valuta Împrumutului desemnate în calitate de pagini LIBOR01 și LIBOR02 pe serviciile Thomson Reuters (sau alte pagini de așa fel care pot înlocui paginile LIBOR01 și LIBOR01 pe serviciile Thomson Reuters în scopul afișării ratelor interbancare din Londra oferite pentru depozitele în valuta Împrumutului) și (ii) pentru Împrumuturile în euro, ratele interbancare din zona euro pentru depozitele în valuta Împrumutului desemnate în calitate de pagină EURIBOR01 pe serviciile Thomson Reuters (sau o altă pagină

similară care poate să înlocuiască EURIBOR01 pe serviciile Thomson Reuters în scopul de a afișa ratele interbancare din zona euro oferite pentru depozitele în valuta Împrumutului”.

(e) Definiția „Zilei TARGET” în secțiunea 2.0 a Termenelor și condițiilor standard, este, în sensul prezentului acord, modificată după cum urmează:

„Ziua TARGET” înseamnă orice zi în care sistemul de transfer transeuropean automat în timp real de decontare pe bază brută este deschis pentru decontarea plăților în euro”.

(f) Secțiunea 3.04(a) din Termenele și condițiile standard este, în sensul prezentului Acord, modificată după cum urmează:

“(a) În cazul în care Împrumutul este pasibil de o rată de schimb variabilă, în sensul Secțiunii 3.04(b) de mai jos, rata dobânzii de pe piața relevantă va fi:

(i) pentru prima perioadă de dobândă a fiecărei retrageri, rata oferită pe an pentru depozite în valuta împrumutului care apare pe pagina de referință începând cu ora 11:00, după caz/ ora Londrei (pentru Dolari SUA sau lire sterline) sau ora Bruxelles-ului (pentru euro), la data relevantă a determinării dobânzii pentru perioada care este egală cu durata unei astfel de perioadă de dobândă (sau în cazul în care o astfel de rată apare pe pagina de referință pentru o perioadă egală cu durata unei astfel de perioadă de dobândă, însă ratele („Ratele de referință”) apar pe pagina de referință atât pentru o perioadă mai scurtă decât durata unei astfel de perioadă de dobândă sau pentru o perioadă mai lungă decât durata unei astfel de perioadă de dobândă, rata dobânzii relevantă pe piață va fi rata (rotunjită spre mai mare, după caz, cu patru zecimale) care va fi aplicabilă pentru o perioadă egală cu durata unei astfel de perioade de dobândă, după cum se stabilește prin utilizarea interpolării pe linie dreaptă prin referirea la rata de referință care apare pe pagina de referință pentru perioada care este următoarea mai scurtă decât durata unei astfel de perioadă de dobândă și rata de referință care apare pe pagina de referință pentru perioada care este următoarea mai lungă decât durata unei astfel de perioadă de dobândă); și

(i) pentru fiecare perioadă de dobândă ulterioară, rata anuală oferită pentru depozitele în valuta Împrumutului care apar pe pagina de referință, începând cu ora 11:00, după caz, ora Londrei (pentru Dolari SUA și lire sterline) sau ora Bruxelles-ului (pentru euro), la data relevantă de determinare a dobânzii pentru perioada care este cea mai aproape de durata unei astfel de perioade de dobândă (sau, dacă două perioade sunt la fel de apropiate de durata unei astfel de perioadă de dobândă, media celor două rate relevante)

cu condiția ca:

- (1) în cazul în care, din orice motiv, rata dobânzii de pe piața relevantă nu poate fi determinată în acel moment prin referire la pagina de referință, rata relevantă a dobânzii de pe piață va constitui rata anuală pe care Banca o determină ca fiind media aritmetică (rotunjită în sus, dacă este necesar, cu patru zecimale) ale ratelor anuale oferite pentru depozitele în valuta Împrumutului într-o sumă comparabilă cu porțiunea subiectului de împrumut la o rată variabilă a dobânzii programată să fie restantă în cursul perioadei relevante de dobândă pentru o perioadă egală cu o astfel de perioadă de dobândă, care sunt cotate la băncile lider de pe piața interbancară din Londra (pentru Dolari SUA și lire sterline) sau piața interbancară pentru zona Euro (pentru euro), după caz, conform recomandării Băncii, de către cel puțin două bănci majore active, piața interbancară din Londra (pentru Dolari SUA și lire sterline) sau piața interbancară pentru zona Euro (pentru euro), după caz, selectate de către Bancă; și
- (2) în cazul în care, în conformitate cu condițiile specificate în prezenta secțiune 3.04(a), Rata dobânzii de pe piața relevantă va fi sub zero, Rata dobânzii de pe piața relevantă va fi considerată ca fiind zero.”

(g) Secțiunea 3.04 din Termenele și condițiile standard sunt, în sensul prezentului Acord, modificate pentru a include o nouă secțiune 3.04 (e), după cum urmează:

„(e) În cazul în care un eveniment specificat în secțiunea 7.06 din Termenele și condițiile standard a avut loc și continuă, Banca poate alege să solicite Debitorului să plătească dobânzi pe porțiunea din Împrumut, în cazul în care există, care este supusă unei rate fixe a dobânzii nu la o astfel de rată fixă a dobânzii, ci în schimb, la o rată variabilă.”

(h) Secțiunea 3.09(a) (iii) din Termenele și condițiile standard este, în sensul prezentului Acord, modificată după cum urmează: „(iii) rata anuală a dobânzii oferită pe piața interbancară din Londra (pentru dolari SUA sau lire sterline) sau pe piața interbancară din zona Euro (pentru euro), după caz, la data implicită de determinare a ratei dobânzii pentru depozitul în valuta de împrumut, în sumă comparabilă cu suma restantă pentru o perioadă egală cu perioada relevantă implicită a dobânzii sau, în cazul în care sau, în cazul în care a avut loc un eveniment de perturbare a pieței, rata care exprimă, ca o rată anuală procentuală, costul pentru Bancă a finanțării Împrumutului din oricare sursă pe care Banca o poate rezonabil selecta (sau la opțiunea Băncii, rata dobânzii de pe piața relevantă, dacă există), cu condiția că, în cazul în care rata în temeiul prezentului sub-alineat (iii) ar fi sub zero, rata va fi considerată ca fiind zero.”

(i) Secțiunea 3.10(b)(2) din Termenele și condițiile standard este, în sensul prezentului acord, modificată după cum urmează: „orice parte din Împrumut, care face obiectul unei rate fixe a dobânzii este accelerată în conformitate cu secțiunea 7.06 sau în caz contrar devine scadentă înainte de scadența declarată sau devine pasibilă de o rată a dobânzii variabilă în conformitate cu secțiunea 3.04 (e) din Termenele și Condițiile standard; sau”.

(j) Secțiunea 3.13(a)(1)(B) din Termenele și condițiile standard este, în sensul prezentului Acord, modificată după cum urmează: „(B) rata, după cum a fost notificată de către Bancă Debitorului, cât mai curând posibil și, în orice caz înainte ca dobânda să

fie plătită în raport cu perioada de dobândă relevantă, care se exprimă ca o rată anuală procentuală a costului pentru Bancă a finanțării Împrumutului, oricare ar fi sursa rezonabilă selectată de Bancă, (sau, la opțiunea Băncii, rata dobânzii de pe piața relevantă, dacă este disponibilă), cu condiția că, în cazul în care rata în temeiul prezentului sub-alineat (B), este mai mică decât zero, rata va fi considerată ca fiind zero; și”

(k) Secțiunea 4.04(a)(ii) a Termenelor și condițiilor standard este, în sensul prezentului Acord, modificată după cum urmează:

„(ii) permite reprezentanților Băncii, la solicitarea de către Bancă

(A) să viziteze orice spații și șantiere de construcție pertinente Proiectului

(B) să examineze toate și orișicare bunuri, lucrări și servicii, finanțate din mijloacele de Împrumut și oricare uzină, instalație, șantier, lucrare, clădire, proprietate, echipament, înregistrare și documentație relevante executării obligațiilor Debitorului în conformitate cu Acordul de Împrumut;

(C) în scopurile descrise mai sus, să se întrunească și să discute cu astfel de reprezentanți sau angajați ai Debitorului, după cum Banca va considera necesar și potrivit,

în fiecare caz, inclusiv pentru (i) a facilita evaluarea de către Bancă a Proiectului și a permite Băncii să examineze și să soluționeze adresările legate de Proiect depuse în baza Mecanismului de soluționare a plângerilor din cadrul Proiectului Băncii și (ii) a evalua dacă au fost admise practici interzise în raport cu Proiectul sau tranzacțiile preconizate să aibă loc în cadrul acestuia”.

(l) Secțiunea 8.01 a Termenelor și condițiilor standard este, în sensul prezentului Acord, modificată pentru a include un alineat adițional, după cum urmează:

„Fără a aduce atingere altor prevederi ale acestor Termene și condiții standard, Acordului de Împrumut, Acordului de Garanție sau oricărui Acord de Proiect, Debitorul, Garantul și fiecare Entitate de Proiect (dacă există) vor recunoaște și vor fi de acord că Banca ar putea invoca Politica și Procedurile de Executare în raport cu alegațiile referitoare la Practicile interzise”.

(m) Secțiunea 8.04(b)(iii) din Termenele și condițiile standard este, în sensul prezentului acord, modificată după cum urmează: „(iii) În cazul în care Secretarul general al Curții permanente de arbitraj numește un arbitru, Secretarul general al Curții permanente de arbitraj are libertatea de a alege orice persoană pe care el/ea o consideră potrivită de a acționa în calitate de arbitru în conformitate cu articolele 9.2 și/sau 9.3 din Regulamentul de arbitraj UNCITRAL”.

Secțiunea 1.02. Definiții

Oricând sunt utilizați în prezentul Acord (inclusiv în Preambul și Anexe), decât dacă se prevede altfel sau contextul cere altceva, termenii definiți în Preambul au respectivul înțeles acordat lor, termenii definiți în Termenele și condițiile standard au

respectivul înțeles acordat lor și următorii termeni vor avea sensurile după cum urmează:

„ANRE”	înseamnă Agenția Națională pentru Reglementare în Energetică a Moldovei.
„Reprezentantul autorizat al Debitorului”	înseamnă Ministrul Finanțelor Debitorului.
„ClientNet”	înseamnă portalul on-line al Băncii pentru transmiterea documentelor și informațiilor între Bancă și clienții săi, precum și orice site de înlocuire despre care Banca poate periodic anunța Debitorul.
„Politica și procedurile de executare”	înseamnă Politica și procedurile de executare ale Băncii din noiembrie 2015.
„An fiscal”	înseamnă anul fiscal al Debitorului care începe la data de 1 ianuarie a fiecărui an.
„IPFA”	înseamnă Acordul de interconexiune și flux al energiei electrice între Transelectrica (TSO (operator al sistemului de transport) românesc) și Entitatea de Proiect care stabilește obligațiile fiecărei părți pentru a asigura funcționarea Proiectului.
„Împrumutătorii”	înseamnă BERD, BEI și Banca Mondială.
„Inginerul Împrumutătorilor”	înseamnă un consultant numit în conformitate cu caietul de sarcini acceptabil Băncii, în conformitate cu Regulile de achiziții ale BERD, pentru a efectua funcțiile inginerului Împrumutătorilor pentru Proiect.
„Grant NIF”	are sensul care i-a fost atribuit în secțiunea cu Preambulul.
„PIAP”	înseamnă Acordul de implementare a proiectului pentru achiziții care va stabili termenele și condițiile specifice privind aranjamentele privind achizițiile între BEI și Bancă.
„UIP”	înseamnă unitatea de implementare a proiectului, la care se face referire în Secțiunea 2.03 a Acordului de Proiect.

„PowerSAP”

înseamnă Planul de acțiuni pentru reforma sectorului energiei electrice, convenit între Debitor, Bancă, BEI, Banca Mondială și Comunitatea energetică, care definește acțiunile cheie și termenele limită în raport cu reformele din sectorul energiei electrice, anexat la prezentul în Anexa 3.

„Acord de împrumut subsidiar”

înseamnă Acordul de împrumut care va fi încheiat între Entitatea de proiect și Debitor conform Secțiunii 3.01(a), astfel, un atare acord de împrumut putând fi modificat periodic.

Secțiunea 1.03. Interpretare

În prezentul Acord, referința la un anumit Articol, Secțiune sau Anexă, va fi înțeleasă, cu excepția cazului în care se prevede altfel în prezentul Acord, ca o referință la respectivul Articol, Secțiune sau Anexă a prezentului Acord.

ARTICOLUL II – TERMENELE PRINCIPALE ALE ÎMPRUMUTULUI

Secțiunea 2.01. Suma și valuta

Banca este de acord să împrumute Debitorului, în conformitate cu termenele și condițiile specificate sau la care se face referire în prezentul Acord, suma de 80,000,000 EUR.

Secțiunea 2.02. Alte termene financiare ale împrumutului

- (a) Suma minimă de tragere va fi 500,000 EUR.
- (b) Suma minimă de rambursare anticipată va fi de [1 milion EUR].
- (c) Suma minimă de anulare va fi [1 milion EUR].
- (d) Data de plată a dobânzii va fi 25 aprilie și 25 octombrie a fiecărui an.
- (e) (1) Debitorul va rambursa Împrumutul în 30 rate egale (sau cât de egale posibil) semi-anuale la 25 aprilie și 25 octombrie a fiecărui an, prima dată de rambursare a Împrumutului fiind [25 aprilie 2021] și ultima dată de rambursare a Împrumutului fiind [25 octombrie 2035].

(2) Fără a aduce atingere celor susmenționate, în cazul în care (i) Debitorul nu trage întreaga sumă a Împrumutului înainte de prima dată de rambursare specificată în secțiunea 2.02(e) și (ii) Banca extinde ultima dată de disponibilitate, prevăzută în Secțiunea 2.02(f) sub o dată care cade după o astfel de primă dată de rambursare a Împrumutului, atunci suma fiecărei trageri efectuate la sau după

prima dată de rambursare a Împrumutului va fi alocată pentru rambursarea în sume egale la câteva date de rambursare a împrumutului, care cad după data unei astfel de trageri (Banca va ajusta sumele alocate după caz, astfel încât să se atingă sume rotunde în fiecare caz). Banca va anunța periodic Debitorul despre astfel de alocații.

(f) Ultima dată de disponibilitate va fi data care cade la trei ani după Data efectivă sau o astfel de dată ulterioară, pe care Banca poate să o stabilească la propria discreție și despre care să anunțe Debitorul.

(g) Rata comisionului de angajament va constitui 0,5% pe an.

(h) Împrumutul este pasibil de o rată variabilă a dobânzii. Fără a aduce atingere celor menționate mai devreme, Debitorul poate, ca alternativă la plata dobânzii la o rată variabilă a dobânzii pentru tot împrumutul sau o parte a sa nestinsă la acel moment, să opteze pentru plata dobânzii la o rată fixă a dobânzii pentru o astfel de porțiune a Împrumutului în conformitate cu Secțiunea 3.04(c) a Termenelor și condițiilor standard.

Secțiunea 2.03. Trageri

(a) Suma disponibilă poate fi trasă, periodic, în conformitate cu prevederile Anexei 2 pentru a finanța cheltuielile (sau, dacă Banca este de acord, care încă urmează a fi efectuate) în raport cu costul rezonabil al bunurilor, lucrărilor și serviciilor necesare pentru Proiect.

(b) Fără a aduce atingere Secțiunii 3.05(c) a Termenelor și condițiilor standard, Debitorul a optat să nu plătească Comisionul de acordare din suma disponibilă și, în schimb, va plăti Comisionul de acordare din resursele proprii. Plata Comisionului de acordare de către Debitor va fi efectuată în conformitate cu Secțiunea 3.05(d) a Termenelor și condițiilor standard.

Secțiunea 2.04. Rambursarea anticipată

Fără a aduce atingere Secțiunii 3.07 a Termenelor și condițiilor standard, Debitorul va efectua, doar dacă Banca nu se pune de acord altfel, o rambursare anticipată a Împrumutului, la recepționarea unei rambursări anticipate de la Entitatea de Proiect conform Secțiunii 3.02(a)(16) a Acordului de proiect, va efectua o rambursare anticipată a Împrumutului în suma unei astfel de rambursări anticipate, sau, în cazul în care o astfel de rambursare anticipată este mai mică decât (i) Suma minimă de rambursare anticipată sau (ii) suma principală a Împrumutului trasă și nerambursată, în sume mai mici în (i) și (ii) de mai sus.

ARTICOLUL III – EXECUTAREA PROIECTULUI

Secțiunea 3.01. Alte angajamente ale Proiectului

Pe lângă obligațiile generale prevăzute în Articolele IV și V ale Termenelor și condițiilor standard, Debitorul va asigura cele menționate mai jos, și, totodată, va asigura că oricare din autoritățile sale competente, inclusiv Ministerul Economiei și Infrastructurii să întreprindă următoarele, cu excepția cazului când Banca acceptă altfel:

- (a) Va pune la dispoziția Entității Proiectului, conform unui acord de împrumut, în forma și conținutul satisfăcător pentru Bancă, mijloacele Împrumutului în termene și condiții sunt identice în esență cu cele ale Acordului („Acord de împrumut subsidiar”);
- (b) Își va exercita drepturile conform Acordului de împrumut subsidiar astfel încât să protejeze interesele Debitorului și ale Băncii, să se conformeze prevederilor prezentului Acord și să realizeze scopurile pentru care Împrumutul este acordat;
- (c) Nu va atribui, modifica, abroga sau anula oricare prevedere a Acordului de împrumut subsidiar;
- (d) Va întreprinde sau va asigura că Entitatea de proiect va întreprinde toate acțiunile necesare pentru a asigura fonduri și alte resurse corespunzătoare, inclusiv resurse umane, pentru executarea Proiectului;
- (e) Va asigura, inclusiv prin intermediul Ministerului Economiei și Infrastructurii, că Entitatea de Proiect își va îndeplini toate obligațiile conform Acordului de Proiect, inclusiv, dar fără a se limita la, obligațiile cu referire la următoarele:
 - (1) crearea și operarea unei unități de implementare a proiectului, după cum această obligație este prevăzută de Secțiunea 2.03 a Acordului de Proiect;
 - (2) achiziția bunurilor, lucrărilor și serviciilor din Proiect, după cum această obligație este prevăzută de Secțiunea 2.04 a Acordului de Proiect;
 - (3) aspectele de mediu și sociale, după cum această obligație este prevăzută de Secțiunea 2.05 a Acordului de Proiect;
 - (4) angajarea și utilizarea consultanților pentru acordarea asistenței la implementarea Proiectului, după cum această obligație este prevăzută în Secțiunea 2.06 a Acordului de Proiect;
 - (5) elaborarea și prezentarea rapoartelor pe aspecte legate de Proiect și de operațiunile Întreprinderii Proiectului, după cum această obligație este prevăzută de Secțiunea 2.07 a Acordului de Proiect;
 - (6) întreținerea procedurilor, înregistrărilor și conturilor, pregătirea, auditarea și transmiterea către Bancă a rapoartelor financiare și furnizarea către Bancă a oricărei alte informații relevante în legătură cu Proiectul sau cu operațiunile Entității de Proiect, după cum se specifică în Secțiunea 3.01 a Acordului de Proiect; și

(7) respectarea tuturor angajamentelor referitoare la aspectele financiare și operaționale ale Proiectului și ale Entității de Proiect, după cum este prevăzut în Secțiunile 3.02 și 3.03 ale Acordului de Proiect;

(f) Va întreprinde toate acțiunile necesare pentru a asigura intrarea în vigoare a Acordului de Împrumut BEI și a Acordului de Grant nu mai târziu decât 360 de zile din data prezentului Acord sau o altă astfel de dată, după cum aceasta va fi stabilită în scris de către Bancă;

(g) Va întreprinde, sau va asigura că se vor întreprinde, toate acțiunile adiționale necesare pentru a oferi fonduri adecvate pentru realizarea Proiectului;

(h) Va întreprinde, inclusiv prin intermediul Ministerului Economiei și a Infrastructurii, toate măsurile necesare pentru a oferi asistență și sprijin, conform necesităților, consultantilor desemnați în cadrul Proiectului în implementarea, de către aceștia, a însărcinărilor lor respective în conformitate cu caietul de sarcini acceptabil pentru Bancă și desemnați în conformitate cu Regulile de achiziții ale BERD;

(i) Va scuti de plata taxelor/impozitelor (inclusiv, însă fără a se limita la, TVA) și altor taxe (inclusiv, însă fără a se limita la, orice taxe vamale) toate bunurile, lucrările și serviciile (inclusiv serviciile de consultanță), achiziționate de Entitatea de Proiect și finanțate din mijloacele Împrumutului sau oferite pentru rambursarea acestuia.

(j) Va întreprinde orice acțiune în conformitate cu legislația Republicii Moldova, necesară pentru a menține independența ANRE, inclusiv prin stabilirea unei metodologii pentru tarifele bazate pe costuri și dezvoltarea serviciilor de transport al energiei electrice care, printre altele, vor reflecta costurile Proiectului în conformitate cu planul pe termen lung aprobat de către ANRE.

(k) Nu va modifica, suspenda, abroga, anula sau renunța la legislația sa, astfel încât să afecteze din punct de vedere material și advers abilitatea Entității de Proiect de a-și îndeplini oricare obligație ce rezultă din Acordul de Proiect;

(l) Nu va, fără acordul prealabil în scris din partea Băncii, revendica, efectua, recupera, recepționa sau reține (sau nu va căuta să revendice, să efectueze, să recupereze, să recepționeze sau să rețină) orice dividend sau altă formă de distribuție (inclusiv prin intermediul oricărei plăți, taxe, rambursări a oricărui împrumut sau altceva și fie în numerar fie în natură) de la Entitatea de proiect; și

(m) Nu va instrui sau ghida în alt mod Entitatea de Proiect în ceea ce ține de felul în care aceasta urmează să-și folosească profiturile, și nici vreuna din oricare parte semnificativă a acestora, pentru a face investiții care ar putea pune în pericol, în orice mod, implementarea reușită a Proiectului și rambursarea cu succes și punctuală a datoriilor, conform Acordului de împrumut subsidiar.

(n) La finalizarea Proiectului, va asigura că ANRE va confirma că investițiile efectuate în cadrul Proiectului au fost și vor fi recunoscute în tarifele Entității de Proiect.

(o) Va întreprinde, sau va asigura că se vor întreprinde toate măsurile necesare pentru a implementa PowerSAP, după cum se specifică în prezentul;

(p) Prin intermediul Ministerului Economiei și a Infrastructurii va asigura că departamentele corespunzătoare din cadrul Ministerului Economiei și Infrastructurii supraveghează implementarea și managementul general al Proiectului cu diligență și eficiență corespunzătoare;

(q) Inclusiv prin intermediul Ministerului Economiei și a Infrastructurii, va asigura că Entitatea de Proiect va fi responsabilă pentru gestionarea de zi cu zi a Proiectului, inclusiv pentru managementul financiar și managementul achizițiilor și pentru alte sarcini legate de Proiect;

(r) IPFA va fi executat și prezentat Băncii înainte de finalizarea Proiectului; și

Dacă Entitatea de Proiect va prezenta către BERD un plan menționat la Secțiunea 5.01 (i) atunci împrumutatul va asigura ca toate autoritățile competente, inclusiv prin intermediul Ministerului Economiei și Infrastructurii, vor implementa un program corespunzător de curățare a contaminării site-ului (pasibil de aprobarea de către Împrumutători) pe terenul selectat pentru substația de la Vulcănești, dacă e cazul, în baza cercetărilor la PCB (bifenili policlorurați) și dioxine, asigurând că lucrările de construcție pot fi executate în conformitate cu limitele de expunere ale siguranței ocupaționale și că nu există obligațiuni de mediu față de părțile terțe prin contaminarea solului sau a apelor subterane; sau dacă Entitatea de Proiect va prezenta către BERD un plan menționat la Secțiunea 5.01 (ii) atunci împrumutatul va asigura ca toate autoritățile competente, inclusiv prin intermediul Ministerului Economiei și Infrastructurii să asigure că Entitatea de Proiect dobândește un site alternativ într-o manieră satisfăcătoare pentru Bancă.

ARTICOLUL IV - SUSPENDAREA; ACCELERAREA; ANULAREA

Secțiunea 4.01. Suspendarea

Următoarele prevederi sunt specificate, în sensul Secțiunii 7.01(a)(xvii) a Termenelor și condițiilor standard:

(a) Cadrul legislativ și de reglementare aplicabil sectorului de transport al energiei electrice pe teritoriul Debitorului va fi fost modificat, suspendat, abrogat, respins sau anulat într-un mod care are sau care ar putea avea un efect advers material semnificativ asupra Proiectului sau operațiunilor sau situația financiară a Entității de Proiect sau capacitatea acesteia de a realiza Proiectul sau îndeplini oricare dintre obligațiile care îi revin în temeiul Acordului de Proiect, Acordului de împrumut subsidiar sau tranzacțiile prevăzute în acestea;

(b) Controlul Entității de proiect va fi fost transferat unei alte părți decât Debitorul; sau

(c) Entitatea de Proiect nu va fi îndeplinit oricare dintre obligațiile sale conform Acordului de împrumut subsidiar.

ARTICOLUL V – INTRAREA ÎN VIGOARE

Secțiunea 5.01. Condiții premergătoare intrării în vigoare

Următoarele condiții sunt specificate în sensul Secțiunii 9.02(c) a Termenelor și condițiilor standard, în calitate de condiții suplimentare pentru intrarea în vigoare a prezentului Acord și a Acordului de Proiect:

- (a) Acordul de împrumut subsidiar, în forma și cu conținut satisfăcător pentru Bancă, a fost semnat și predat și toate condițiile premergătoare intrării sale în vigoare sau dreptul Entității de Proiect de a efectua trageri în baza acestuia, cu excepția exclusivă a intrării în vigoare a prezentului Contract, au fost îndeplinite;
- (b) Acordul de Proiect a fost semnat și predat și toate condițiile premergătoare intrării în vigoare a acestuia au fost îndeplinite;
- (c) Acordul de grant a fost semnat și predat și toate condițiile premergătoare intrării în vigoare a acestuia sau dreptului Debitorului de a efectua trageri în baza acestuia, cu excepția numai a intrării în vigoare a prezentului Acord, au fost îndeplinite;
- (d) Acordul de împrumut BEI a fost semnat și predat și toate condițiile premergătoare intrării în vigoare a acestuia sau dreptului Debitorului de a efectua trageri în baza acestuia, cu excepția numai a intrării în vigoare a prezentului Acord, au fost îndeplinite;
- (e) Un Acord de Proiect a fost semnat și predat de BEI și Entitatea de proiect în raport cu Acordul de împrumut BEI;
- (f) Parlamentul Debitorului a ratificat Împrumutul și împrumuturile în baza Acordului de împrumut BEI;
- (g) UIP va fi fost creată, cu angajați și caiet de sarcini, acceptabile pentru Bancă;
- (h) Tarifele pentru transportul energiei electrice, așa cum acestea sunt aprobate de ANRE, se conformează metodologiei existente și reflectă pe deplin costurile reglementate ale Entității de Proiect și metodologia actuală reflectă costurile investițiilor în Proiect (de ex., după încheierea lucrărilor, costul investițiilor Proiectului este recunoscut în Baza activelor reglementate (BAR));
- (i) O scrisoare din partea ANRE va fi fost transmisă Băncii, confirmând că: (i) Entitatea de Proiect a prezentat către ANRE planul său de investiții pe termen lung, care include și Proiectul; (ii) ANRE a aprobat un astfel de plan de investiții care include și Proiectul; și (iii) Costul de finanțare aferente împrumutului este un cost eligibil în conformitate cu legislația aplicabilă;
- (j) Îmbunătățirea transparenței achizițiilor energiei electrice prin revizuirea „Ghidului pentru Achizițiile anuale de energie electrică” adoptat în ianuarie 2017 de către Ministerul Economiei și Infrastructurii în baza experiențelor și celor mai bune practici în procedurile de licitație prin strigare împreună cu Secretariatul Comunității Energetice și aplicarea prevederilor acestuia la licitația pentru furnizarea energiei electrice în 2018;

(k) Legea energiei a fost adoptată sau modificată, după caz, și oricare altă măsură relevantă legislativă sau de reglementare a fost întreprinsă, în forma și substanța satisfăcătoare pentru Bancă, pentru a consolida cadrul instituțional și independența ANRE;

(l) Secretariatul Comunității Energetice a emis o opinie pozitivă, în forma și substanța satisfăcătoare pentru Bancă, cu referire la, *inter alia*, Legea energiei, conformitatea Legii energiei cu Pachetul energetic trei și cu un plan de acțiuni, ce urmează a fi elaborat de către Secretariatul Comunității Energetice și Debitor pentru a îmbunătăți capacitatea, performanța și independența ANRE, așa cum se specifică în PowerSAP;

(m) PIAP a fost semnat și predat și toate condițiile premergătoare intrării în vigoare a acestuia au fost îndeplinite; și

(n) Entitatea de Proiect va fi implementat un program corespunzător de curățare a contaminării site-ului pe terenul selectat pentru substanța de la Vulcănești, dacă e cazul, în baza cercetărilor la PCB (bifenili policlorurați) și dioxine, asigurând că lucrările de construcție pot fi executate în conformitate cu limitele de expunere ale siguranței ocupaționale și că nu există obligațiuni de mediu față de părțile terțe prin contaminarea solului sau a apelor subterane.

Secțiunea 5.02. Opinii legale

(a) În sensul Secțiunii 9.03(a) a Termenelor și condițiilor standard, opinia sau opiniile avocatului vor fi acordate în numele Debitorului și a Entității de Proiect de către Ministerul Justiției, iar cele ce urmează se specifică drept aspecte adiționale ce urmează a fi incluse în opinia sau opiniile ce urmează a fi prezentate Băncii:

(1) Acordul de împrumut subsidiar a fost autorizat în modul corespunzător de către, și livrat în numele, fiecărui dintre Debitor și Entitatea de Proiect și constituie o obligație valabilă și obligatorie a Debitorului și Entității de Proiect, executorie în conformitate cu termenele acestuia;

(2) Acordul de Proiect a fost autorizat în modul corespunzător de către, și livrat în numele, fiecărui dintre Debitor și Entitatea de Proiect și constituie o obligație valabilă și obligatorie a Debitorului și Entității de Proiect, executorie în conformitate cu termenele acestuia; și

(2) Acordul de grant a fost autorizat în modul corespunzător de către, și livrat în numele, fiecărui dintre Debitor și Entitatea de Proiect și constituie o obligație valabilă și obligatorie a Debitorului și Entității de Proiect, executorie în conformitate cu termenele acestuia;

Secțiunea 5.03. Încetarea din motivul neintrării în vigoare

În sensul Secțiunii 9.04 a Termenelor și condițiilor standard se specifică data de 180 de zile după data semnării prezentului Acord.

ARTICOLUL VI – DIVERSE

Secțiunea 6.01. Notificări

(a) Următoarele adrese se specifică în sensul Secțiunii 10.01 a Termenelor și condițiilor standard:

Pentru Debitor:

Republica Moldova
Ministerul Finanțelor
[str. Cosmonauților nr. 7
Chișinău, MD 2005
Moldova]

În atenția: [Ministrul Finanțelor]

Fax: [+373 22 24 00 55] [+373 22 21 20 77]

Pentru Bancă:

Banca Europeană pentru Reconstrucție și Dezvoltare
One Exchange Square
Londra EC2A 2JN
Marea Britanie

În atenția: Operation Administration Department (Departamentul de Administrare a Operațiunilor)

Fax: +44-20-7338-6100

(b) Banca poate invita Debitorul să se înregistreze pentru a utiliza ClientNet sau o altă formă de comunicare electronică și, în cazul în care Debitorul și Banca convin să utilizeze ClientNet sau orice altă formă de comunicare electronică, orice notificare, cerere sau alt tip de comunicare de la Debitor către Bancă sau de la Banca către Debitor (altele decât orice notificare, cerere sau alt tip de comunicare, care este impusă de prezentul acord într-un exemplar original, certificat sau copie pe suport de hârtie), pot, sub rezerva termenelor și condițiilor din ClientNet sau orice altă formă de comunicare electronică, să fie prezentate sau efectuate prin postarea unei astfel de notificări, cereri sau alte comunicări cu privire la ClientNet sau trimise, în conformitate cu condițiile convenite cu privire la orice altă formă de comunicare electronică.

(c) Orice înștiințare, cerere sau alte forme de comunicare livrate de mână, par avion sau prin transmitere fax sau prin ClientNet sau o altă formă convenită de comunicare electronică, va fi eficientă numai atunci când a fost primită efectiv (sau pusă la dispoziție), într-o formă ușor de citit, cu condiția ca orice înștiințare, cerere sau alt

mijloc de comunicare care este primit (sau pus la dispoziție), după ora 17:00, în locul în care partea căreia i se transmite notificarea, cererea sau comunicarea relevantă are adresa acesteia, în sensul prezentului Acord, se va considera în vigoare începând cu următoarea zi.

(d) Mai jos sunt prezentate numele, funcțiile și adresele de e-mail ale persoanelor desemnate ca contacte inițiale ale Debitorului pentru scopurile oricărei invitații pe care Banca o poate transmite Debitorului cu privire la ClientNet:¹

<i>Nume</i>	<i>Funcție</i>	<i>Adresă electronică</i>

¹ Numele din tabel sunt doar pentru invitațiile inițiale în ClientNet. După ce Debitorul se va înregistra ca utilizator al ClientNet, acesta va putea să desemneze diferite nume pentru comunicarea continuă prin intermediul ClientNet. Debitorul va mai putea să schimbe acele contacte în ClientNet.

DREPT PENTRU CARE, părțile, acționând prin intermediul reprezentanților lor împuterniciți în modul corespunzător, au căzut de acord să semneze acest Acord, în [patru] exemplare și prezentate la [Chișinău, Moldova] la data și anul indicate prima mai sus.

REPUBLICA MOLDOVA

De către: _____
Numele:
Funcția:

**BANCA EUROPEANĂ
PENTRU RECONSTRUCȚIE ȘI DEZVOLTARE**

De către: _____
Numele:
Funcția: