Corporate Use

Contract Number (FI N°) 98604
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MOLDOVA CHISINAU DISTRICT HEATING PROJECT

EFSD+ Dedicated Investment Window 1

Finance Contract

between the Republic of Moldova

Termoelectrica JSC

and the

European Investment Bank

Chisinau, ____ July 2025

Luxembourg, ____ July 2025



WHEREAS: 8

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THIS CONTRACT IS MADE BETWEEN:

the **Republic of Moldova**, represented by the Ministry of Energy, having its address at MD-2012 Chişinău, Ştefan cel Mare şi Sfânt Bd, 134, Republic of Moldova, represented by the Minister of Energy, Mr. Dorin Junghietu,	(the "**Borrower**")
on the first part, and	
Termoelectrica JSC, having its seat at Tudor Vladimirescu St 6, MD-2024, Chişinău, Moldova, represented by the Director General, Mr. Iurie Razlovan,	(the "**Promoter**")
on the second part,	
the **European Investment Bank** having its seat at 100 blvd Konrad Adenauer, Luxembourg, L-2950 Luxembourg, represented by Director Lionel Rapaille, and Senior Legal Counsel Anne-France Catoir,	(the "**Bank**" or "**EIB**")
on the third part,	

The Bank, the Promoter and the Borrower together are referred to as the "**Parties**" and any of them is a "**Party**".

WHEREAS:

(a) On 1 November 2006, the Republic of Moldova and the Bank signed a framework agreement governing the Bank's activities in the territory of the Republic of Moldova (the "**Framework Agreement**"). The Bank makes the Credit (as defined below) available on the basis that the Framework Agreement continues to be in full force and effect during the term of this finance contract (the "**Contract**").

(b) Article 7 of the Framework Agreement provides, *inter alia*, that the Bank shall enjoy, in respect of its activities in the territory of the Republic of Moldova the treatment accorded to the international institution, which is most favoured in respect of any such activity, or, if that is more favourable, the treatment accorded under any international agreement covering such activities. The Bank makes the Credit available to the Borrower on the basis that, as an international financial institution, it has a right to equal treatment with other international financial institutions in accordance with the Framework Agreement.

(c) The Republic of Moldova is a state party to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards done at New York on 10 June 1958 (the "**New York Convention**").

(d) By countersigning this Contract, the Republic of Moldova confirmed that the Project (as defined below) falls within the scope of the Framework Agreement. The Bank makes the Credit available to the Borrower on the basis that such statements continue to be true and correct in all respects during the term of this Contract.

(e) The Borrower has stated that it is undertaking a project of investment programme for rehabilitation and modernization of its existing district heating ("DH") network in the City of Chisinau (the "**Technical Description**") set out in section 1.1 of Schedule A (the "**Project**", each scheme under the Project, a "**Scheme**").

(f) The Borrower, acting through the Ministry of Energy, shall implement the Project through the Promoter. The Promoter shall have general supervision of, and responsibility for, the implementation of the Schemes under the Project, including the establishment of a project implementation unit ("**PIU**"). The Promoter shall implement the Project under the supervision of the Borrower, and both the Borrower and the Promoter shall procure that the Promoter oversees the Project's implementation with due diligence and efficiency and complies with the relevant Project obligations set out in this Contract (in particular at Articles 6 and 8). The Borrower shall make available to the Promoter the proceeds of the Credit in form of a loan, pursuant to an on-lending agreement between the Borrower and the Promoter, in a form and substance acceptable to the Bank. The Promoter will implement the Project with the support of the National Centre for Sustainable Energy, a public institution responsible for the implementation of state policy in the fields of energy efficiency and renewable energy, managing the Financing Programme for the Energy Efficiency Fund (in Moldova's residential sector) (the "**Support Entity**").

(g) The total cost of the Project, as estimated by the Bank, is EUR 326,540,000.00 (three hundred twenty-six million euros) and the Borrower has stated that it intends to finance the Project as follows:

Source	**Amount (EUR)**
Credit from the Bank	143,500,000
EBRD Loan (as defined below)	143,500,000
NIP Grant	24,540,000
Eastern Europe Energy Efficiency and Environment Partnership ("E5P") Grant	15,000,000
TOTAL	326,540,000

(h) The financing under this Contract is provided pursuant to the European Fund for Sustainable Development Plus ("**EFSD+**"), an integrated financial package supplying financing capacity in the form of grants, budgetary guarantees and financial instruments worldwide; and in particular under the exclusive investment window for operations with sovereign counterparts and non-commercial sub-sovereign counterparts under article 36.1 of the NDICI-GE Regulation ("**EFSD+ DIW1**"). Pursuant to article 36.8 of the NDICI-GE Regulation, on 29 April 2022, the Bank and the European Union, represented by the European Commission, entered into an EFSD+ guarantee agreement (the "**EFSD+ DIW1 Guarantee Agreement**") whereby the European Union granted to the Bank a comprehensive guarantee for eligible financing operations of the Bank in respect of projects carried out in countries within the geographic areas referred to in article 4(2) of the NDICI-GE Regulation (the "**EFSD+ DIW1' Guarantee**"). The Republic of Moldova is an eligible country pursuant to the NDICI-GE Regulation.

(i) The Borrower and the European Bank for Reconstruction and Development (the "**EBRD**") entered into a loan agreement (the "**EBRD Loan Agreement**") pursuant to which the EBRD provided a loan in a total amount of EUR 143,500,000 (one hundred forty-three million five hundred thousand euros) for the purposes of financing the Project (the "**EBRD Loan**"). In addition to the EBRD Loan, the Project will benefit from a E5P Grant in the amount of EUR 15,000,000 (fifteen million euros) under the EUs E5P Grant (the "**E5P Grant**") and from the Neighbourhood Investment Platform (the "**NIP**") grant, in an amount totalling up to EUR 24,540,000 (twenty four million euros) (the "**NIP Grant**"). The E5P Grant and the NIP Grant are managed by the EBRD pursuant to an agreements entered into between the European Commission and the EBRD, and implemented through an agreements entered into by the EBRD and the Borrower and/or the Promoter (the "**E5P Grant Agreement**" or the "**NIP Grant Agreement**", respectively).

(j) In order to fulfil the financing plan set out in Recital (g), the Borrower has requested from the Bank a credit of EUR 143,500,000 (one hundred forty-three million five hundred thousand euros).

(k) The Bank, considering that the financing of the Project falls within the scope of its functions and having regard to the statements and facts cited in these Recitals, has decided to give effect to the Borrower's request, providing to it a credit in an amount of up to EUR 143,500,000 (one hundred forty-three million five hundred thousand euros) under this Contract; provided that the amount of the Bank's loan shall not, in any case, exceed 50% (fifty per cent) of the total cost of the Project set out in Recital (g).

(l) The Government of the Republic of Moldova has authorised the borrowing of the sum 143,500,000 (one hundred forty-three million five hundred thousand euros) represented by this credit on the terms and conditions set out in this Contract.

(m) The Statute of the Bank provides that the Bank shall ensure that its funds are used as rationally as possible in the interests of the European Union; and, accordingly, the terms and conditions of the Bank's loan operations must be consistent with relevant policies of the European Union.

(n) The Bank considers that access to information plays an essential role in the reduction of environmental and social risks, including human rights violations, linked to the projects it finances and has therefore established its transparency policy, the purpose of which is to enhance the accountability of the Bank's group towards its stakeholders.

(o) The Bank supports the implementation of international and European Union standards in the field of anti-money laundering and countering the financing of terrorism and promotes tax good governance standards. It has established policies and procedures to avoid the risk of misuse of its funds for purposes which are illegal or abusive in relation to applicable laws. The Bank's group statement on tax fraud, tax evasion, tax avoidance, aggressive tax planning, money laundering and financing of terrorism is available on the Bank's website and offers further guidance to the Bank's contracting counterparties.[1]

[1] http://www.eib.org/about/compliance/tax-good-governance/index.htm?f=search&media=search

(p) The Bank has established an overarching policy framework that allows the Bank's Group to focus on sustainable and inclusive development, committing to a just and fair transition and supporting the transition to economies and communities that are climate and disaster resilient, low carbon, environmentally sound and more resource efficient. The policy framework includes the EIB Group Environmental and Social Policy and the EIB Environmental and Social Standards. The EIB Group Environmental and Social Policy and the EIB Environmental and Social Standards are available on the Bank's website and offers further guidance to the Bank's contracting counterparties.

NOW THEREFORE it is hereby agreed as follows:

INTERPRETATION AND DEFINITIONS

Interpretation

In this Contract:

(a) references to "Articles", "Recitals", "Schedules" and "Annexes" are, save if explicitly stipulated otherwise, references respectively to articles of, and recitals, schedules and annexes to this Contract;

(b) references to "law" or "laws" mean:

(i) any applicable law and any applicable treaty, constitution, statute, legislation, decree, normative act, rule, regulation, judgement, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which is binding or applicable case law; and

(ii) EU Law;

(c) references to "applicable law", "applicable laws" or "applicable jurisdiction" mean:

(i) a law or jurisdiction applicable to the Borrower, its rights and/or obligations (in each case arising out of or in connection with this Contract), its capacity and/or assets and/or the Project; and/or, as applicable

(ii) a law or jurisdiction (including in each case the Bank's Statute) applicable to the Bank, its rights, obligations, capacity and/or assets;

(d) references to a provision of law or a treaty are references to that provision as amended or re-enacted;

(e) references to any other agreement or instrument are references to that other agreement or instrument as amended, novated, supplemented, extended or restated;

(f) words and expressions in plural shall include singular and vice versa; and

(g) references to "month" mean a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that and subject to the definition of Payment Date, Article 5.1 and Schedule B and unless provided otherwise in this Contract:

(i) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and

(ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(h) a reference in this Contract to a page or screen of an information service displaying a rate shall include:

(i) any replacement page of that information service which displays that rate; and

(ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Bank.

Definitions

In this Contract:

"**Accepted Tranche**" means a Tranche in respect of which a Disbursement Offer has been duly accepted by the Borrower in accordance with its terms on or before the Disbursement Acceptance Deadline.

"**Agreed Deferred Disbursement Date**" has the meaning given to it in Article 1.5.A(2)(b).

"**Allocation Procedure**" has the meaning given to it in Article 1.10.

"**Allocation Letter**" has the meaning given to it in Article 1.10.

"**Allocation Proposal**" has the meaning given to it in Article 1.10.A.

"**AML Directives**" means (i) Directive (EU) lo. 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing amending Regulation (EU) lo 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC, as amended, supplemented and replaced from time to time and (ii) Directive 2018/843 of the European Parliament and of the Council of 19 June 2018 on anti-money laundering and terrorist financing as amended, supplemented or restated from time to time.

"**Authorisation(s)**" means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Authorised Signatory**" means a person authorised to sign individually or jointly (as the case may be) Disbursement Acceptances on behalf of the Borrower and named in the most recent List of Authorised Signatories and Accounts received by the Bank prior to the receipt of the relevant Disbursement Acceptance.

"**Business Day**" means a day (other than a Saturday or Sunday) on which the Bank and commercial banks are open for general business in Luxembourg.

"**Cancelled Tranche**" has the meaning given to it in Article 1.6.C(2).

"**Change in the Beneficial Ownership**" means a change in the ultimate ownership or control of an entity according to the definition of "beneficial owner" set out in article 3(6) of Directive 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing as modified and /or supplemented from time to time.

"**Change-of-Control Event**" has the meaning given to it in Article 4.3.A(3).

"**Change-of-Law Event**" has the meaning given to it in Article 4.3.A(3).

"**Close Associate(s)**" means "persons known to be close associates" as defined in the AML Directives.

"**Contract**" has the meaning given to it in Recital (f).

"**Contract Number**" means the Bank generated number identifying this Contract and indicated on the cover page of this Contract after the letters "FI N°".

"**Credit**" has the meaning given to it in Article 1.1.

"**Date of Effectiveness**" has the meaning given to it in Article 12.3.

"**Declaration on Honour**" means the "Declaration on Honour" under EFSD+ signed by the Borrower and the Promoter on 1 and 2 July 2025.

"**Deferment Fee**" means a fee calculated on the amount of an Accepted Tranche deferred or suspended at the rate of the higher of:

(a) 0.125% (12.5 basis points), per annum; and

(b) the percentage rate by which:

  (i) the interest rate that would have been applicable to such Tranche had it been disbursed to the Borrower on the Scheduled Disbursement Date, exceeds

(ii) EURIBOR (one month rate) less 0.125% (12.5 basis points), unless such rate is less than zero in which case it shall be set at zero.

Such fee shall accrue from the Scheduled Disbursement Date to the Disbursement Date or, as the case may be, until the date of cancellation of the Accepted Tranche in accordance with this Contract.

"**Disbursement Acceptance**" means a copy of the Disbursement Offer duly countersigned by the Borrower in accordance with the List of Authorised Signatories and Accounts.

"**Disbursement Acceptance Deadline**" means the date and time of expiry of a Disbursement Offer, as specified therein.

"**Disbursement Account**" means, in respect of each Tranche, the treasury account opened at the National Bank of Moldova to which disbursements may be made under this Contract, as set out in the most recent List of Authorised Signatories and Accounts.

"**Disbursement Date**" means the date on which disbursement of a Tranche is made by the Bank.

"**Disbursement Offer**" means a letter substantially in the form set out in Schedule C.

"**Dispute**" has the meaning given to it in Article 11.2.

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Contract; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of either the Bank or the Borrower, preventing that Party from:

(i) performing its payment obligations under this Contract; or

(ii) communicating with the other Party,

and which disruption (in either such case as per (a) or (b) above) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**EBRD**" has the meaning given in Recital (i).

"**EBRD Loan**" has the meaning given in Recital (i).

"**EBRD Loan Agreement**" has the meaning given in Recital (i).

"**EFSD+**" has the meaning given in Recital (h).

"**EFSD+ DIW1**" has the meaning given in Recital (h).

"**EFSD+ DIW1 Guarantee**" has the meaning given in Recital (h).

"**EFSD+ DIW1 Guarantee Agreement**" has the meaning given in Recital (h).

"**EIB Allocation**" has the meaning given to it in Article 1.10.B.

"**EIB Environmental and Social Standards**" means the EIB Environmental and Social Standards of 2022 which are published on the Bank's website and which describe the environmental and social requirements that all EIB-financed projects must meet and the responsibilities of the various parties, including the Borrower and the Promoter.

"**Eligibility Criteria**" shall have the meaning given to it in Schedule .

"**Environment**" means the following:

(a) fauna and flora, living organisms including the ecological systems;

(b) land, soil, water (including marine and coastal waters), air, climate and the landscape (natural or man-made structures, whether above or below ground);

(c) cultural heritage (natural, tangible and intangible);

(d) the built environment; and

(e) human health and wellbeing.

"**Environmental and Social Impact Assessment Study**" means a study or report as an outcome of the environmental and social impact assessment identifying and assessing the likely significant environmental and social impacts and/or risks associated with the proposed scheme / project and recommending measures to avoid, minimise and/or remedy any impacts and/or risks. This study is subject to public consultation with direct and indirect project stakeholders.

"**Environmental and Social Documents**" means (a) the Environmental and Social Impact Assessment Study; (b) ESAP; (c) ESMP; (d) WMP; and (e) SEP.

"**E5P**" has the meaning given to it in recital (g).

"'**E5P Grant**" has the meaning given to it in recital (i).

"**E5P Grant Agreement**" has the meaning given to it in recital (i).

"**Environmental and Social Standards**" means:

(a) Environmental Laws and Social Laws applicable to the Project or the Borrower;

(b) the EIB Environmental and Social Standards; and

(c) the Environmental and Social Documents.

"**Environmental or Social Approval**" means any Authorisation required by an Environmental Law or a Social Law in connection with the Schemes.

"**Environmental or Social Claim**" means any claim, proceeding, formal notice or investigation by any person in respect of any breach or alleged breach of any Environmental and Social Standards.

"**Environmental Law**" means:

(a) EU law, including principles and standards save for any derogation accepted by the Bank for the purpose of this Contract based on any agreement between the Republic of Moldova and the EU;

(b) Moldovan national laws and regulations; and

(c) international treaties and conventions signed and ratified by or otherwise applicable and binding on, the Republic of Moldova,

in each case of which a principal objective is the preservation, protection or improvement of the Environment.

"**ESAP**" means the environmental and social action plan prepared in respect of the Project and outlining the mitigation measures that need to be implemented during the construction phase of the Project, such as appropriate solid waste disposal, water protection, noise abatement, in form and substance acceptable to the Bank.

"**ESMP**" means the environmental and social management and monitoring plan prepared in respect of the Project which defines, among others, the measures set out in the ESAP, in form and substance acceptable to the Bank.

"**EU Law**" means the acquis communautaire of the European Union as expressed through the Treaties of the European Union, the regulations, directives, delegated acts, implementing acts, and the case law of the Court of Justice of the European Union.

"**EUR**" or "**euro**" means the lawful currency of the Member States of the European Union, which adopt or have adopted it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union.

"**EURIBOR**" has the meaning given to it in Schedule B.

"**Event of Default**" means any of the circumstances, events or occurrences specified in Article 10.1."**External Debt Instrument**" has the meaning given to it in Article 7.1.

"**Family Member(s)**" has the meaning given to such term in the AML Directives.

"**Final Availability Date**" means 3 July 2030, and if such date does not fall on a Relevant Business Day, the preceding Relevant Business Day.

"**Financing of Terrorism**" means the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out any of the offences listed in the Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism and replacing Council Framework Decision 2002/475/JHA and amending Council Decision 2005/671/JHA (as amended, replaced or re-enacted from time to time).

"**Financial Regulation**" means Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EC, Euratom) No 966/2012 (OJ L 193, 30.7.2018, p. 1).

"**Financing Programme for the Energy Efficiency Fund in Moldova's Residential Sector**" means the financing programme approved by the Government of the Republic of Moldova on 10 April 2024, as such programme may be amended or further extended, aiming to create financial instruments, in the form of grants and allocations, provided as financial incentives to the beneficiaries of the programme, in order to improve the energy efficiency in the residential sector.

"**Fixed Rate**" means an annual interest rate determined by the Bank in accordance with the applicable principles from time to time laid down by the governing bodies of the Bank for loans made at a fixed rate of interest, denominated in the currency of the Tranche and bearing equivalent terms for the repayment of capital and the payment of interest. Such rate shall not be of negative value.

"**Fixed Rate Tranche**" means a Tranche on which the Fixed Rate is applied.

"**Floating Rate**" means a fixed-spread floating annual interest rate, determined by the Bank for each successive Floating Rate Reference Period equal to the EURIBOR plus the Spread. If the Floating Rate for any Floating Rate Reference Period is calculated to be below zero, it will be set at zero.

"**Floating Rate Reference Period**" means each period from one Payment Date to the next relevant Payment Date; the first Floating Rate Reference Period shall commence on the date of disbursement of the Tranche.

"**Floating Rate Tranche**" means a Tranche on which the Floating Rate is applied.

"**Framework Agreement**" has the meaning given in Recital (a).

"**GAAP**" means generally accepted accounting principles in the Republic of Moldova. Including IFRS.

"**Guide to Procurement**" means the Guide to Procurement published on EIB's website[2] that informs the promoters of projects financed in whole or in part by the EIB of the arrangements to be made for procuring works, goods and services required for the Project.

"**IFRS**" means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Illegality Event**" has the meaning given to it in Article 4.3.A(5).

[2] https://www.eib.org/en/publications/guide-to-procurement.htm Please note that the reference is to the version of the Guide in force at the time of the relevant project procurement that it a.



"**ILO**" means the International Labour Organisation.

"**ILO Standards**" means any treaty, convention or covenant of the ILO signed and ratified by or otherwise applicable and binding on the Republic of Moldova, and the Core Labour Standards (as defined in the ILO Declaration on Fundamental Principles and Rights at Work).

"**Indemnifiable Prepayment Event**" means a Prepayment Event other than the Non-EIB Financing Prepayment Event, Illegality Event or Change of Law Event.

"**Interest Revision/Conversion**" means the determination of new financial conditions relative to the interest rate, specifically the same interest rate basis ("**revision**") or a different interest rate basis ("**conversion**") which can be offered for the remaining term of a Tranche or until the next Interest Revision/Conversion Date, if any..

"**Interest Revision/Conversion Date**" means the date, which shall be a Payment Date, specified by the Bank in the Disbursement Offer.

"**Interest Revision/Conversion Proposal**" means a proposal made by the Bank under Schedule D.

"**Interest Revision/Conversion Request**" means a written notice from the Borrower, delivered at least 75 (seventy-five) days before an Interest Revision/Conversion Date, requesting the Bank to submit to it an Interest Revision/Conversion Proposal. The Interest Revision/Conversion Request shall also specify:

(a) the Payment Dates chosen in accordance with the provisions of Article 3.1;

(b) the amount of the Tranche for which the Interest Revision/Conversion shall apply; and

(c) any further Interest Revision/Conversion Date chosen in accordance with Article 3.1.

"**List of Authorised Signatories and Accounts**" means a list, in form and substance satisfactory to the Bank, setting out:

(a) the Authorised Signatories, accompanied by evidence of signing authority of the persons named on the list and specifying if they have individual or joint signing authority;

(b) the specimen signatures of such persons;

(c) the treasury account opened at the National Bank of Moldova to which disbursements may be made under this Contract (specified by IBAN code if the country is included in the IBAN Registry published by SWIFT, or in the appropriate account format in line with the local banking practice), BIC/SWIFT code of the bank and the name of the treasury account's beneficiary, together with evidence that such account(s) have been opened in the name of the beneficiary; and

(d) the bank account(s) from which payments under this Contract will be made by the Borrower (specified by IBAN code if the country is included in the IBAN Registry published by SWIFT, or in the appropriate account format in line with the local banking practice), BIC/SWIFT code of the bank and the name of the bank account(s) beneficiary, together with evidence that such account(s) have been opened in the name of the beneficiary.

"**Live Pricing Tranche**" has the meaning given to it in Article 1.2.B(b).

"**Loan**" means the aggregate of the amounts disbursed from time to time by the Bank under this Contract.

"**Loan Outstanding**" means the aggregate of the amounts disbursed from time to time by the Bank under this Contract that remains outstanding.

"**Market Disruption Event**" means any of the following circumstances:

(a) there are, in the reasonable opinion of the Bank, events or circumstances adversely affecting the Bank's access to its sources of funding;

(b) in the reasonable opinion of the Bank, funds are not available from the Bank's ordinary sources of funding in order to adequately fund a Tranche in the relevant currency and/or for the relevant maturity and/or in relation to the reimbursement profile of such Tranche; or

(c) in relation to a Floating Rate Tranche:

(i) the cost to the Bank of obtaining funds from its sources of funding, as determined by the Bank, for a period equal to the Floating Rate Reference Period of such Tranche (i.e. in the money market) would be in excess of the applicable EURIBOR; or

(ii) the Bank determines that adequate and fair means do not exist for ascertaining the applicable EURIBOR for the relevant currency of such Tranche.

"**Material Adverse Change**" means, any event or change of condition, which, in the opinion of the Bank has a material adverse effect on:

(a) the ability of the Borrower or the Promoter to perform its obligations under this Contract:

(b) the business, operations, property, condition (financial or otherwise) or prospects of the Borrower or Promoter; or

(c) the legality, validity or enforceability of, or the effectiveness of the rights or remedies of the Bank under this Contract or any agreement creating Security in favour of the Bank in relation with this Contract.

"**Maturity Date**" means the last Repayment Date of a Tranche specified pursuant to Article 4.1.A(b)(iv) or the sole Repayment Date of a Tranche specified pursuant to Article 4.1.B.

"**Money Laundering**" means:

(a) the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such activity to evade the legal consequences of his action;

(b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from an act of participation in such activity;

(c) the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such activity; or

(d) participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions mentioned in the foregoing points.

"**NDICI-GE Regulation**" means Regulation (EU) 2021/947 of the European Parliament and of the Council of 9 June 2021 establishing the Neighbourhood, Development and International Cooperation Instrument – Global Europe.

"**NIP**" has the meaning given to it in Recital (i).

"**NIP Agreement**" has the meaning given to it in Recital (i).

"**NIP Grant**" has the meaning given to it in Recital (i).

"**NIP Grant Agreement**" has the meaning given to it in Recital (i).

"**Non-EIB Financing**" has the meaning given to it in Article 4.3.A(2).

"**Non-EIB Financing Prepayment Event**" has the meaning given to it in Article 4.3.A(2).

"**Payment Account**" means the bank account from which payments under this Contract will be made by the Borrower, as set out in the most recent List of Authorised Signatories and Accounts.

"**Payment Date**" means the annual, semi-annual or quarterly dates specified in the Disbursement Offer until and including the Interest Revision/Conversion Date, if any, or the Maturity Date, save that, in case any such date is not a Relevant Business Day, it means:



(a) for a Fixed Rate Tranche either:

(i) the following Relevant Business Day, without adjustment to the interest due under Article 3.1; or

(ii) the preceding Relevant Business Day with adjustment (but only to the amount of interest due under Article 3.1 that accrued over the last interest period), in case repayment of principal is made in a single instalment in accordance with 0 point C or Article 4.1.B; and

(b) for a Floating Rate Tranche, the following Relevant Business Day in that month, or, failing that, the nearest preceding Relevant Business Day, in all cases with corresponding adjustment to the interest due under Article 3.1.

"**PIU**" has the meaning given to it in Recital (f).

"**Prepayment Amount**" means the amount of a Tranche to be prepaid by the Borrower in accordance with Article 4.2.A or Article 4.3.A, as applicable.

"**Prepayment Date**" means the date, as requested by the Borrower and agreed by the Bank or indicated by the Bank (as applicable) on which the Borrower shall effect prepayment of a Prepayment Amount.

"**Prepayment Event**" means any of the events described in Article 4.3.A.

"**Prepayment Indemnity**" means in respect of any principal amount to be prepaid, the amount communicated by the Bank to the Borrower as the present value (calculated as of the Prepayment Date) of the excess, if any, of:

(a) the interest that would accrue thereafter on the Prepayment Amount over the period from the Prepayment Date to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not prepaid; over

(b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.19% (nineteen basis points).

The said present value shall be calculated at a discount rate equal to the Redeployment Rate, applied as of each relevant Payment Date.

"**Prepayment Notice**" means a written notice from the Bank to the Borrower in respect of prepayment of a Fixed Rate Tranche and/or a Floating Rate Tranche in accordance with Article 4.2.C, specifying the Prepayment Amount, the Prepayment Date, the accrued interest due, the fee under Article 4.2.D, if any, and in respect of Fixed Rate Tranches only, the Prepayment Indemnity, if any, due on the Prepayment Amount.

"**Prepayment Offer**" means a written notice from the Bank to the Borrower in accordance with Article 4.2.C.

"**Prepayment Request**" means a written request from the Borrower to the Bank to prepay all or part of the Loan Outstanding, in accordance with Article 4.2.A.

"**Procurement Plan**" means the procurement plan which broadly follows the procurement plan template attached under point 2.12 in Schedule A hereto.

"**Prohibited Conduct**" means any Financing of Terrorism, Money Laundering or Prohibited Practice.

"**Prohibited Practice**" means any:

(a) Coercive Practice, meaning the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party;

(b) Collusive Practice, meaning an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(c) Corrupt Practice, meaning the offering, giving, receiving or soliciting, directly or indirectly, of anything of value by a party to influence improperly the actions of another party;

(d) Fraudulent Practice, meaning any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial (including, for the avoidance of taxation related) or other benefit or to avoid an obligation;

(e) Obstructive Practice, meaning in relation to an investigation into a Coercive, Collusive, Corrupt or Fraudulent Practice in connection with this Loan or the Project, (a) destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators, with the intent to impede the investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (c) acts intending to impede the exercise of the EIB Group's contractual rights of audit or inspection or access to information;

(f) Tax Crime, meaning all offences, including tax crimes relating to direct taxes and indirect taxes and as defined in the national law of Moldova, which are punishable by deprivation of liberty or a detention order for a maximum of more than one year; or

(g) Misuse of EIB Group Resources and Assets, meaning any illegal activity committed in the use of the EIB Group's resources or assets (including the funds lent under this Contract), knowingly or recklessly; or

(h) any other illegal activity that may affect the financial interests of the European Union, according to the applicable laws.

"**Project**" has the meaning given to it in Recital (e).

"**Project Cost Reduction Event**" has the meaning given to it in Article 4.3.A(1).

"**Project Implementation Plan**" means the plan to be provided by the Borrower and/or Promoter, in a form satisfactory to the Bank.

"**Redeployment Rate**" means the fixed annual rate determined by the Bank, being a rate which the Bank would apply on the day of the indemnity calculation to a loan that has the same currency, the same terms for the payment of interest and the same repayment profile to the Interest Revision/Conversion Date, if any, or the Maturity Date as the Tranche in respect of which a prepayment or cancellation is proposed or requested to be made. Such rate shall not be of negative value.

"**Relevant Business Day**" means a day on which real time gross settlement system operated by the Eurosystem (T2), or any successor system, is open for settlement of payments in EUR.

"**Relevant Party**" has the meaning given to it in Article 8.3.

"**Relevant Person**" means, with respect to the Borrower and the Promoter, which is:

(a) any ministries, other central executive government bodies or other governmental sub-divisions or any of their officials or representatives, or any other person acting for any of them, on its behalf, or under its control, having the authority to manage and/or supervise the Credit, the Loan, the Project; and

(b) any official or representative, or any other person acting for it, on its behalf, or under its control, having the authority to manage and/or supervise the Credit, the Loan or the Project.

"**Repayment Date**" shall mean each of the Payment Dates specified for the repayment of the principal of a Tranche in the Disbursement Offer, in accordance with Article 4.1.

"**Requested Deferred Disbursement Date**" has the meaning given to it in Article 1.5.A(1)(a)(ii).

"**Sanctioned Person**" means any individual or entity (for the avoidance of doubt, the term entity includes, but is not limited to, any government, group or terrorist organisation) who is a designated target of, or who is otherwise a subject of, Sanctions (including, without limitation, as a result of being owned or otherwise controlled, directly or indirectly, by any individual or entity, who is a designated target of, or who is otherwise a subject of, Sanctions).

"**Sanctions**" means the economic or financial sanctions laws, regulations, trade embargoes or other restrictive measures (including, in particular, but not limited to, measures in relation to the financing of terrorism) enacted, administered, implemented or enforced from time to time by any of the following:

(a) the United Nations including, *inter alia*, the United Nations Security Council;

(b) the European Union including, *inter alia*, the Council of the European Union and the European Commission, and any other competent bodies/institutions or agencies of the European Union;

(c) the government of the United States of America, and any department, division, agency, or office thereof, including, *inter alia*, the Office of Foreign Asset Control (OFAC) of the United States Department of the Treasury, the United States Department of State and/or the United States Department of Commerce; and

(d) the government of the United Kingdom, and any department, division, agency, office or authority including, *inter alia*, the Office of Financial Sanctions Implementation of His Majesty's Treasury and the Department for International Trade of the United Kingdom.

"**Scheduled Disbursement Date**" means the date on which a Tranche is scheduled to be disbursed in accordance with Article 1.2.B, which shall be a Relevant Business Day falling at least 10 (ten) days after the date of the Disbursement Offer or the successful live pricing call, and on or before the Final Availability Date.

"**Security**" means any mortgage, pledge, lien, charge, assignment, hypothecation, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**SEP**" means the stakeholder engagement plan prepared in respect of the Project and in form and substance acceptable to the Bank.

"**Social Law**" means:

(a) EU law, including principles and standards save for any derogation accepted by the Bank for the purpose of this Contract based on any agreement between the Republic of Moldova and the EU;

(b) Moldovan national laws and regulations;

(c) international treaties and conventions signed and ratified by or otherwise applicable and binding on, the Republic of Moldova;

(d) any ILO Standards;

in each case of which a principal objective is the protection or improvement of Social Matters; and

(e) any United Nations treaty, convention or covenant on human rights signed and ratified by or otherwise applicable and binding on the Republic of Moldova.

"**Social Matters**" means all, or any of, the following:

(a) labour and working conditions;

(b) occupational health and safety;

(c) rights and interests of vulnerable groups;

(d) rights and interests of indigenous peoples;

(e) gender equality;

(f) public health, safety and security;

(g) avoidance of forced evictions and alleviation of hardship arising from involuntary resettlement; and

(h) stakeholder engagement.

"**Spread**" means the fixed spread (being of either positive or negative value) to the EURIBOR, as determined by the Bank and notified to the Borrower in the relevant Disbursement Offer, or in the Interest Revision/Conversion Proposal.

"Scheme" has meaning given to it in Recital (x).

"Support Entity" has the meaning given to it in Recital (f).

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**Technical Description**" has the meaning given to it in Recital (a).

"**Tranche**" means each disbursement made or to be made under this Contract. In case no Disbursement Acceptance has been received, Tranche shall mean a Live Pricing Tranche or a Tranche as offered under Article 1.2.B.

"**WMP**" the waste management plan prepared in respect of the Project which defines, among others, the measures set out in the ESAP, in form and substance acceptable to the Bank.



ARTICLE 1

Credit and Disbursements

1.1 Amount of Credit

By this Contract the Bank establishes in favour of the Borrower, and the Borrower accepts, a credit in an amount of EUR 143,500,000.00 (one hundred forty-three million five hundred thousand euros) for the financing of the Project (the "**Credit**").

1.2 Disbursement procedure

1.2.A Tranches

The Bank shall disburse the Credit in up to 20 (twenty) Tranches, and not more than 1 (one) Tranche per period of 30 (thirty) days. The amount of each Tranche shall be in a minimum amount of EUR 1,000,000.00 (one million euros) or (if less) the entire undrawn balance of the Credit. The maximum amount of the first Tranche shall not exceed EUR 14,350,000.00 (fourteen thousand three hundred fifty million euros)

1.2.B Disbursement Offer

Upon request by the Borrower and subject to Article 1.4.A, provided that no event mentioned in Article 1.6.B has occurred and is continuing, the Bank shall after the receipt of such request, in its own discretion either:

(a) send to the Borrower within 5 (five) Business Days after the receipt of such request a Disbursement Offer for the disbursement of a Tranche. The Disbursement Offer shall include information as set out in Schedule C; or

Notify the Borrower that the terms of the disbursement of the requested Tranche shall be agreed during a recorded live pricing call to be held between the Bank and the Borrower (the "Live Pricing Tranche"). In such case, subject to Articles 1.4.B and 1.4.C, and following a successful live pricing call between the Bank and the Borrower during which the Parties agree on the terms of the disbursement of the requested Tranche, the Bank shall send to the Borrower, on the same Business Day and after such successful pricing call, a Disbursement Offer reflecting the terms agreed during the call, which shall include information as set out in Schedule C. The Borrower shall confirm the Live Pricing Tranche as an Accepted Tranche and accept a Disbursement Offer by delivering a Disbursement Acceptance to the Bank by no later than the Disbursement Acceptance Deadline pursuant to paragraph (a) of Article1.2.C. The latest time for conclusion of a successful live pricing process is 5 (five) Business Days before the Final Availability Date.

The latest time for receipt by the Bank of such Borrower's request under this Article 1.2.B is 15 (fifteen) Business Days before the Final Availability Date.

The Parties agree that a Disbursement Offer may be issued by the Bank as an unsigned document and in such case shall be considered validly executed and delivered on behalf of the Bank provided that such Disbursement Offer is sent by email from the following e-mail address EIB-FirmDisbursementOffer@eib.org to the e-mail address of the Borrower indicated in Article12.1.B.

1.2.C Disbursement Acceptance

The Borrower may accept a Disbursement Offer by delivering a Disbursement Acceptance to the Bank no later than the Disbursement Acceptance Deadline, to be followed by registered letter in accordance with Article 12.1.A. The Disbursement Acceptance shall be signed by an Authorised Signatory with individual representation right or two or more Authorised Signatories with joint representation right and shall specify the Disbursement Account to which the disbursement of the Tranche should be made in accordance with Article 1.2.D.

If a Disbursement Offer is duly accepted by the Borrower in accordance with its terms on or before the Disbursement Acceptance Deadline, the Bank shall make the Accepted Tranche available to the Borrower in accordance with the relevant Disbursement Offer and subject to the terms and conditions of this Contract.

For Tranches other than the Live Pricing Tranches, the Borrower shall be deemed to have refused any Disbursement Offer which has not been duly accepted in accordance with its terms on or before the Disbursement Acceptance Deadline.

The Bank may rely on the information set out in the most recent List of Authorised Signatories and Accounts provided to the Bank by the Borrower. If a Disbursement Acceptance is signed by a person defined as Authorised Signatory under the most recent List of Authorised Signatories and Accounts provided to the Bank by the Borrower, the Bank may assume that such person has the power to sign and deliver in the name and on behalf of the Borrower such Disbursement Acceptance.

1.2.D Disbursement Account

Disbursement shall be made to the Disbursement Account specified in the relevant Disbursement Acceptance, provided that such Disbursement Account is acceptable to the Bank.

Notwithstanding Article 5.2(e), the Borrower acknowledges that payments to a Disbursement Account (for the avoidance of doubt, including a Disbursement Account opened in the name of the Promoter) notified by the Borrower shall constitute disbursements under this Contract as if they had been made to the Borrower's own bank account.

Only one Disbursement Account may be specified for each Tranche.

1.3 Currency of disbursement

The Bank shall disburse each Tranche in EUR.

1.4 Conditions of disbursement

1.4.A Condition precedent to the first request for Disbursement Offer

The Bank shall have received from the Borrower in form and substance satisfactory to the Bank:

(a) evidence that the execution of this Contract by the Borrower and by the Promoter has been duly authorised and that the person or persons signing this Contract on behalf of the Borrower and the Promoter is/are duly authorised to do so together with the specimen signature of each such person or persons;

(b) at least 2 (two) originals of this Contract duly executed by all Parties; and

(c) the List of Authorised Signatories and Accounts,

prior to requesting a Disbursement Offer under Article 1.2.B by the Borrower. Any request for a Disbursement Offer made by the Borrower without the above documents having been received by the Bank and to its satisfaction shall be deemed not made.

1.4.B First Tranche

The disbursement of the first Tranche under Article 1.2, which in no event shall exceed 10% (ten per cent.) of the Credit, is conditional upon receipt by the Bank, in form and substance satisfactory to it, on or before the date falling 7 (seven) Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche, of the following documents or evidence:

(a) evidence that the Borrower and the Promoter have obtained all necessary Authorisations, required in connection with this Contract and the Project or, if none is required, a declaration from the Borrower, signed by a person or persons duly authorised to act on behalf of the Borrower, that no Authorisation is required in connection with this Contract and the Project;

(b) an original of the legal opinion in the English language issued by the Ministry of Justice of the Republic of Moldova, supported by copies of the documents, confirming, among others, that:

(i) the execution of this Contract by the Borrower has been duly authorised;

(ii) the person or persons signing this Contract on behalf of the Borrower is/are duly authorised to do so, together with the specimen signature of such person or persons;

(iii) this Contract is duly ratified by the Parliament of the Republic of Moldova in accordance with the applicable laws of the Republic of Moldova; and

(iv) the Borrower has obtained all necessary Authorisations required, in connection with this Contract and the Project;

(v) the legal, valid, binding and enforceable nature of the Borrower's obligations under this Contract;

(c) an original of the legal opinion under Moldovan law in the English language issued by legal counsel acceptable to the Bank and addressed to the Bank with respect to the Promoter confirming, among others:

(i) the legal capacity and due authorisation of the Promoter to enter into this Contract;

(ii) the due execution of this Contract by the Promoter; and

(iii) the legal, valid, binding and enforceable nature of the Promoter's obligations under this Contract;

(d) evidence satisfactory to the Bank of due ratification of this Contract by the Parliament of the Republic of Moldova in accordance with the applicable laws of the Republic of Moldova;

(e) if required by the Bank, a copy of a duly executed on-lending agreement under which the Borrower shall make available to the Promoter the proceeds of the Credit, should such agreement been executed between the Borrower and the Promoter;

(f) evidence that the NIP Grant Agreement, the E5P Grant Agreement and the EBRD Loan Agreement been duly executed and delivered, are in full force and effect, and that all conditions precedent to the first disbursement thereunder have been satisfied;

(g) evidence of payment of the up-front fee pursuant to Article 1.8;

(h) evidence that the PIU is fully functional to the satisfaction of the Bank, with sufficient human resources with adequate skills in the areas of law and compliance, engineering, project economics, procurement, environmental and social sustainability;

(i) evidence that the Bank is satisfied with the provided list of selected Schemes and screening methodology for Schemes related to the Project;

(j) the Borrower shall have taken all action necessary to exempt from taxation for all payments of principal, interest and other sums due hereunder and to permit the payment of all such sums gross without deduction of tax at source shall have been taken; and

(k) any necessary exchange control consents shall have been obtained to permit receipt of disbursements hereunder, repayment of the same and payment of interest and all other amounts due hereunder; such consents must extend to the opening and maintenance of the accounts to which disbursement of the Credit is directed;

(l) Copy of the updated Procurement Plan;

(m) Copy of the updated Project Implementation Plan;

(n) further to additional documentation which may be required by the governing bodies of the Bank

1.4.C Second and subsequent Tranches

The disbursement of each Tranche, excluding the first Tranche, is subject to the following conditions:

(a) 80% (eighty percent) of the proceeds of all previously disbursed Tranches have been effectively allocated to the eligible Schemes; or
(b) 50% (fifty percent) of the proceeds of all previously disbursed Tranches have been committed to the eligible Schemes;
(c) the last disbursement is:
  (i) subject to satisfactory outcome of the procurement ex-post review(s) conducted by the Bank; and
  (ii) subject to the analysis of the absorption of the past allocations and documents needed (a sufficient pipeline of Schemes to absorb the non-allocated part of the Credit). If due to such analysis a revision of the Schemes costs is required, an Allocation Letter prior to the last disbursement shall update the allocation of the Credit accordingly.
(d) evidence that the offered disbursement will not exceed the actual amount allocated by the Bank through the Allocation Letter(s);
(e) evidence demonstrating that, following drawdown of the relevant Tranche, the aggregate amount of the Loan will not exceed the aggregate expenditure already incurred or contractually committed for payment of such expenditure within 6 (six) months of the date of the relevant Disbursement Offer by the Borrower, up to the date of the relevant Disbursement Offer; and

1.4.D All Tranches

The disbursement of each Tranche under Article 1.2, including the first, is subject to the following conditions:

(a) that the Bank has received, in form and substance satisfactory to it, on or before the date falling 7 (seven) Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche, of the following documents or evidence:

  (i) evidence demonstrating that the borrowing of the total amount of all Tranches disbursed during the current fiscal year, including the Tranche requested to be disbursed, has been approved and included in the sovereign debt of the Borrower for the relevant fiscal year;

  (ii) a certificate from the Borrower in the form of Schedule E signed by an authorised representative of the Borrower and dated no earlier than the date falling 15 Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively);

  (iii) evidence that the PIU, as required in Article 6.6 and which, for the avoidance of doubt, shall include environmental and social specialists, has been established and is fully operational, with staff, resources and terms of reference acceptable to the Bank;

  (iv) evidence that the Environmental and Social Documents as well as the climate change adaptation measures are in place and have been properly implemented in accordance with the timetables and to the Bank's satisfaction and the grievance mechanism is in place and its contact details are published on the Promoter's website, as well as on the billboards at the construction sites;

  (v) evidence demonstrating that, following drawdown of the relevant Tranche, the amount of the Loan will not exceed the aggregate Allocation Letters in respect of the Project up to the date of the relevant Disbursement Offer;



(vi) evidence that the NIP Grant Agreement, E5P Grant Agreement and the EBRD Loan Agreement are in full force and effect, and that all conditions to the right of the Borrower and/or the Promoter, as applicable, to receive funds thereunder have been satisfied;

(vii) a copy of any other authorisation or other document, opinion or assurance which the Bank has notified the Borrower is necessary or desirable in connection with the entry into and performance of, and the transactions contemplated by, this Contract or the legality, validity, binding effect or enforceability of the same; and

(b) that on the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, on the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche:

(i) the representations and warranties which are repeated pursuant to Article 6.11 are correct in all respects; and

(ii) no event or circumstance which constitutes or would with the passage of time or the giving of notice or the making of any determination under this Contract (or any combination of the foregoing) constitute:

(1) an Event of Default; or

(2) a Prepayment Event

has occurred and is continuing unremedied or unwaived or would result from the disbursement of the proposed Tranche.

(c) in respect of a Live Pricing Tranche, that a Disbursement Acceptance duly countersigned by the Borrower has been delivered to the Bank within the deadline specified therein, pursuant to Article 1.2.B(b).

1.5 Deferment of disbursement

1.5.A Grounds for deferment

1.5.A(1) BORROWER'S REQUEST

(a) The Borrower may send a written request to the Bank requesting the deferral of the disbursement of an Accepted Tranche. The written request must be received by the Bank at least 7 (seven) Business Days before the Scheduled Disbursement Date of the Accepted Tranche and specify:

(i) whether the Borrower would like to defer the disbursement in whole or in part, and if in part, the amount to be deferred; and

(ii) the date until which the Borrower would like to defer a disbursement of the above amount (the "**Requested Deferred Disbursement Date**"), which must be a date falling not later than:

(1) 6 (six) months from its Scheduled Disbursement Date;

(2) 30 (thirty) days prior to the first Repayment Date; and

(3) the Final Availability Date.

(b) Upon receipt of such a written request, the Bank shall defer the disbursement of the relevant amount until the Requested Deferred Disbursement Date.

1.5.A(2) FAILURE TO SATISFY CONDITIONS TO DISBURSEMENT

(a) The disbursement of an Accepted Tranche shall be deferred if any condition for disbursement of such Accepted Tranche referred to in Article 1.4 is not fulfilled both:

(i) at the date specified for fulfilment of such condition in Article 1.4; and



(ii) at its Scheduled Disbursement Date (or, where the Scheduled Disbursement Date has been deferred previously, the date expected for disbursement).

(b) The Bank and the Borrower shall agree the date until which the disbursement of such Accepted Tranche shall be deferred (the **"Agreed Deferred Disbursement Date"**), which must be a date falling:

(i) not earlier than 7 (seven) Business Days following the fulfilment of all conditions of disbursement; and

(ii) not later than the Final Availability Date.

(c) Without prejudice to the Bank's right to suspend and/or cancel the undisbursed portion of the Credit in whole or in part pursuant to Article 1.6.B, the Bank shall defer disbursement of such Accepted Tranche until the Agreed Deferred Disbursement Date.

1.5.A(3) DEFERMENT FEE

If disbursement of an Accepted Tranche is deferred pursuant to paragraphs 1.5.A(1) or 1.5.A(2) above, the Borrower shall pay the Deferment Fee.

1.5.B Cancellation of a disbursement deferred by 6 (six) months

If a disbursement has been deferred by more than 6 (six) months in aggregate pursuant to Article 1.5.A, the Bank may notify the Borrower in writing that such disbursement shall be cancelled and such cancellation shall take effect on the date of such written notification. The amount of the disbursement which is cancelled by the Bank pursuant to this Article 1.5.B shall remain available for disbursement under Article 1.2.

1.6 Cancellation and suspension

1.6.A Borrower's right to cancel

(a) The Borrower may send a written notice to the Bank requesting a cancellation of the undisbursed Credit or a portion thereof.

(b) In its written notice, the Borrower:

(i) must specify whether the Credit shall be cancelled in whole or in part and, if in part, the amount of the Credit to be cancelled; and

(ii) must not request any cancellation of an Accepted Tranche, which has a Scheduled Disbursement Date falling within 7 (seven) Business Days of the date of such written notice.

(c) Upon receipt of such written notice, the Bank shall cancel the requested portion of the Credit with immediate effect.

1.6.B Bank's right to suspend and cancel

(a) At any time upon the occurrence of the following events, the Bank may notify the Borrower in writing that the undisbursed portion of the Credit shall be suspended and/or cancelled in whole or in part:

(i) a Prepayment Event;

(ii) an Event of Default;

(iii) an event or circumstance which would with the passage of time or the giving of notice or the making of any determination under this Contract (or any combination of the foregoing) constitute a Prepayment Event or an Event of Default;

(iv) a Market Disruption Event provided the Bank has not received a Disbursement Acceptance.



(b) On the date of such written notification from the Bank the relevant portion of the Credit shall be suspended and/or cancelled with immediate effect. Any suspension shall continue until the Bank ends the suspension or cancels the suspended amount.

1.6.C Indemnity for suspension and cancellation of a Tranche

1.6.C(1) SUSPENSION

If the Bank suspends an Accepted Tranche upon the occurrence of an Indemnifiable Prepayment Event or an Event of Default or of an event or circumstance which would, with the passage of time or the giving of notice or the making of any determination under this Contract (or any combination of the foregoing) constitute an Indemnifiable Prepayment Event or an Event of Default, the Borrower shall pay to the Bank the Deferment Fee calculated on the amount of such Accepted Tranche.

1.6.C(2) CANCELLATION

(a) If an Accepted Tranche which is a Fixed Rate Tranche (the "**Cancelled Tranche**") is cancelled:

(i) by the Borrower pursuant to Article 1.6.A; or

(ii) by the Bank upon an Indemnifiable Prepayment Event or an event or circumstance which would, with the passage of time or the giving of notice or the making of any determination under this Contract (or any combination of the foregoing) constitute an Indemnifiable Prepayment Event or upon the occurrence of a Material Adverse Change or pursuant to Article 1.5.B,

the Borrower shall pay to the Bank an indemnity on such Cancelled Tranche.

(b) Such indemnity shall be:

(i) calculated assuming that the Cancelled Tranche had been disbursed and repaid on the same Scheduled Disbursement Date or, to the extent the disbursement of the Tranche is currently deferred or suspended, on the date of the cancellation notice; and

(ii) in the amount communicated by the Bank to the Borrower as the present value (calculated as of the date of cancellation) of the excess, if any, of:

(1) the interest that would accrue thereafter on the Cancelled Tranche over the period from the date of cancellation pursuant to this Article 1.6.C(2), to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not cancelled; over

(2) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.19% (nineteen basis points).

The said present value shall be calculated at a discount rate equal to the Redeployment Rate applied as of each relevant Payment Date of the applicable Tranche.

(c) If the Bank cancels any Accepted Tranche upon the occurrence of an Event of Default, the Borrower shall indemnify the Bank in accordance with Article 10.3.

1.7 <u>Cancellation after expiry of the Credit</u>

On the day following the Final Availability Date, unless otherwise specifically notified in writing by the Bank to the Borrower, any part of the Credit in respect of which no Disbursement Acceptance has been received in accordance with Article 1.2.C shall be automatically cancelled, without any further notice from the Bank to the Borrower and without any liability arising on the part of either Party.

1.8 **Up-front fee**

The Borrower shall pay or cause to be paid to the Bank within 30 (thirty) days of the Date of Effectiveness an up-front fee in an amount of EUR 50,000 (fifty thousand euro).

1.9 **Sums due under Articles 1.5 and 1.6**

Sums due under Articles 1.5 and 1.6 shall be payable:

(a) in EUR; and

(b) within 15 (fifteen) days of the Borrower's receipt of the Bank's demand or within any longer period specified in the Bank's demand.

1.10 **Allocation**

The Borrower shall allocate the Credit during the Allocation Period to the Schemes identified as eligible for financing pursuant to the Eligibility Criteria and in accordance with the provisions of this Contract.

1.10.A **Submission of Allocation Proposals**

(a) Between the Date of Effectiveness and before Final Availability Date (the "**Allocation Period**"), the Borrower shall submit for approval to the Bank one or more allocation proposals in respect of the Schemes prepared by it (each, an "**Allocation Proposal**"), in respect of which the Borrower seeks financing under this Contract.

(b) Each Allocation Proposal shall be made in accordance with Schedule A of this Contract supported by a project fiche in the form set out in the tables in Schedule A which shall contain information on technical, environmental and economic criteria, the procurement plan, executive summary of the Environmental and Social Impact Assessment Study and the assessment of impact on areas of nature conservation where applicable, as well as any additional relevant information required by the Bank.

(c) The Borrower and/or the Promoter shall ensure that the Schemes included in the Allocation Proposals comply with the Eligibility Criteria.

(d) The amount of each Allocation Proposal in respect of any Scheme shall be less than EUR 50,000,000 (fifty million euro). Any Allocation Proposal that fails to comply with the requirements in this paragraph (d) shall be deemed not received by the Bank.

(e) The Borrower or the Promoter shall provide, together with each Allocation Proposal, a procurement plan for a Scheme included in that Allocation Proposal in form and substance satisfactory to the Bank.

(f) The Bank reserves the right to review the allocation procedure and may, by notice to the Borrower/Promoter, amend the allocation procedure, to bring it in line with the Bank's policies or to reflect the results of the review(s) of the implementation capacity and performance of the Project. In such case, the Bank shall inform the Borrower thereof and the Borrower shall promptly adapt its internal allocation procedures accordingly.

1.10.B **Allocation Approval process**

(a) If the relevant Allocation Proposal meets the requirements set out in Article 1.10.A above, the Bank shall appraise the Schemes included in the Allocation Proposal in conformity with Schedule A and other provisions of this Contract. The Bank may request, and if so the Borrower shall provide, additional information and documents in respect of any of the Schemes included in the relevant Allocation Proposal, which the Bank may deem at its sole discretion necessary or convenient to appraise the relevant Scheme.



(b) If the Bank determines at its sole discretion that a Scheme included in the Allocation Proposal complies with the requirements of the Article 1.10.A above and of other provisions of this Contract (including, without limitation, the Technical Description), the Bank shall issue a letter of allocation (the "**Allocation Letter**") which shall confirm the following:
   (i) which Scheme(s) have been approved;
   (ii) the portion of the Credit (or the Loan, as the case be) which the Bank has allocated to any so approved Scheme (each such portion being an "**EIB Allocation**");
   (iii) the technical description of such Scheme;
   (iv) any specific project related conditions required by the Bank in respect of the relevant Scheme;
   (v) if applicable, any specific undertakings or condition to be complied with by the Borrower or the Promoter in addition to those set out in this Contract.

1.11 Reallocation Procedure

1.11.A Reallocation at the request of the Borrower

During the Allocation Period, the Borrower may, by providing written notice to the Bank, request that any part of the original EIB Allocation is re-allocated to another Scheme. In such case, the Borrower shall:

(a) include in the re-allocation notice submitted to the Bank:
   (i) the reasons for the requested Reallocation;
   (ii) the amount of the Credit to be subject to the Reallocation; and
(b) issue an Allocation Proposal for such Scheme(s) in accordance with the terms and conditions set out in Article 1.10.A above.

The Bank may request, and if so the Borrower shall provide, additional information and documents which the Bank may reasonably deem at its discretion necessary or convenient for the requested Reallocation and to appraise the relevant Schemes.

If the Bank determines at its sole discretion that the Reallocation complies with the provisions of this Contract, the Bank shall notify it to the Borrower and/or the Promoter in writing by means of an Allocation Letter..

If a Reallocation is not possible or possible only in part, the Bank may, in proportion to the amount not Reallocated, by notice to the Borrower, cancel the Credit and/or demand prepayment of the Loan pursuant to Article 4.2.

1.11.B Reallocation in connection with the ineligibility of a Scheme

If, at any time, any of the following events occurs:

(a) an allocated Scheme ceases to be eligible to be financed by the Bank under the rules, policies and procedures of the Bank;

(b) an allocated Scheme ceases to comply with any of the Eligibility Criteria, or with any other provisions of this Contract or an Allocation Letter;

(c) the construction, operation or implementation of an allocated Scheme is abandoned, cancelled or suspended by the Borrower or the Promoter;

(d) it is ascertained, after the relevant Allocation Letter has been issued by the Bank, that any information or document in respect of an allocated Scheme given to the Bank as part of the Allocation Proposal, or any representation or statement made therein in respect of an allocated Scheme, is or proves to have been incorrect, incomplete, inaccurate or misleading such that the Bank is of the opinion that it has had an impact on the Bank's assessment of eligibility of the relevant allocated Scheme and had the correct, complete and accurate information been delivered or representation been made, such allocated Scheme would not have been approved by the Bank under the terms of the Allocation Letter;

(e) the eligible costs of any Scheme (as such costs are defined in the project fiches in the Schedule A) have been reduced to the extent that the amount of the EIB Allocation made to any such Scheme exceeds the amount eligible under Schedule A;

(f) the Borrower has notified the Bank of, or the Bank has notified the Borrower after it has become aware of, any fact, which in the judgement of the Borrower, the Promoter or the Bank, as the case may be, may substantially prejudice or affect the conditions of execution or operation of a Scheme; or

(g) a Scheme is or becomes affected by a Prohibited Conduct,

then the affected Scheme(s) shall automatically cease to be eligible to be financed under this Contract and a corresponding part of original EIB Allocation shall be promptly Reallocated by the Borrower applying *mutatis mutandis* the provisions set out in Articles 1.10.A and 1.10.B, save to the extent that the Borrower voluntarily prepays any corresponding part of the Loan Outstanding pursuant to Article 4.2. The Borrower and the Promoter shall ensure that all such new Schemes conform to the terms and conditions of this Contract applicable to them.

Such new Allocation Proposal(s) shall be presented to the Bank for approval and shall satisfy the conditions in, and shall be subject to the provisions of, Articles 1.10.A and 1.10.B above.

If the Reallocation is not possible or possible only in part, the Bank may in proportion to the amount not Reallocated, by notice to the Borrower, cancel the Credit and/or demand prepayment of the Loan pursuant to Article 4.2.

ARTICLE 2

The Loan

2.1 Amount of Loan

The Loan shall comprise the aggregate amount of Tranches disbursed by the Bank under the Credit, as confirmed by the Bank pursuant to Article 2.3.

2.2 Currency of payments

The Borrower shall pay interest, principal and other charges payable in respect of each Tranche in the currency in which such Tranche was disbursed.

Other payments, if any, shall be made in the currency specified by the Bank having regard to the currency of the expenditure to be reimbursed by means of that payment.

2.3 Confirmation by the Bank

The Bank shall deliver to the Borrower the amortisation table referred to in Article 4.1, if any, showing the Disbursement Date, the currency, the amount disbursed, the repayment terms and the interest rate for each Tranche, not later than 10 (ten) calendar days after the Scheduled Disbursement Date for such Tranche.



ARTICLE 3

Interest

3.1 Rate of interest

3.1.A Fixed Rate Tranches

The Borrower shall pay interest on the outstanding balance of each Fixed Rate Tranche at the Fixed Rate quarterly or semi-annually in arrear on the relevant Payment Dates as specified in the Disbursement Offer, commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) days or less then the payment of interest accrued during such period shall be postponed to the following Payment Date.

Interest shall be calculated on the basis of Article 5.1(a).

3.1.B Floating Rate Tranches

The Borrower shall pay interest on the outstanding balance of each Floating Rate Tranche at the Floating Rate quarterly or semi-annually in arrear on the relevant Payment Dates, as specified in the Disbursement Offer commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) days or less then the payment of interest accrued during such period shall be postponed to the following Payment Date.

The Bank shall notify the Borrower of the Floating Rate within 10 (ten) days following the commencement of each Floating Rate Reference Period.

If pursuant to Articles 1.5 and 1.6 disbursement of any Floating Rate Tranche takes place after the Scheduled Disbursement Date, EURIBOR applicable to the first Floating Rate Reference Period shall be determined, in accordance with Schedule B, for the Floating Rate Reference Period commencing on the Disbursement Date and not the Scheduled Disbursement Date.

Interest shall be calculated in respect of each Floating Rate Reference Period on the basis of Article 5.1(b).

3.1.C Revision or Conversion of Tranches

Where the Borrower exercises an option to revise or convert the interest rate basis of a Tranche, it shall, from the effective Interest Revision/Conversion Date (in accordance with the procedure set out in Schedule D) pay interest at a rate determined in accordance with the provisions of Schedule D.

3.2 Interest on overdue sums

Without prejudice to Article 10 and by way of exception to Article 3.1, if the Borrower fails to pay any amount payable by it under this Contract on its due date, interest shall accrue on any overdue amount payable under the terms of this Contract from the due date to the date of actual payment at an annual rate equal to:

(a) for overdue sums related to Floating Rate Tranches, the applicable Floating Rate plus 2% (200 basis points);

(b) for overdue sums related to Fixed Rate Tranches, the higher of:

  (i) the applicable Fixed Rate plus 2% (200 basis points); or

  (ii) the EURIBOR (one month) plus 2% (200 basis points); and

(c) for overdue sums other than under (a) or (b) above, EURIBOR (one month) plus 2% (200 basis points),



and shall be payable in accordance with the demand of the Bank. For the purpose of determining the EURIBOR in relation to this Article 3.2 (b) and (c), the relevant periods within the meaning of Schedule B shall be successive periods of one (1) month commencing on the due date. Any unpaid but due interest may be capitalised in conformity with article 1154 of the Luxembourg Civil Code. For the avoidance of doubt, capitalisation of interest shall occur only for interest due but unpaid for a period of more than one year. The Borrower hereby agrees in advance to have the unpaid interest due for a period of more than one year compounded and that as of the capitalisation, such unpaid interest will in turn produce interest at the interest rate set out in this Article 3.2.

Notwithstanding Article 3.2 (c) above, if the overdue sum is in a currency for which no EURIBOR is specified in this Contract, the relevant interbank rate, or as determined by the Bank, the relevant risk-free rate that is generally retained by the Bank for transactions in that currency shall apply plus 2% (200 basis points), calculated in accordance with the market practice for such rate.

3.3 Market Disruption Event

If at any time:

(a) from the receipt by the Bank of a Disbursement Acceptance in respect of a Tranche; and

(b) until the date falling 20 (twenty) Business Days prior to the Scheduled Disbursement Date for Tranches to be disbursed in EUR,

a Market Disruption Event occurs, the Bank may notify the Borrower that this Article 3.3 has come into effect.

The rate of interest applicable to such Accepted Tranche until the Maturity Date or the Interest Revision/Conversion Date if any, shall be the percentage rate per annum which is the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

The Borrower shall have the right to refuse in writing such disbursement within the deadline specified in the notice and shall bear charges incurred as a result, if any, in which case the Bank shall not effect the disbursement and the corresponding portion of the Credit shall remain available for disbursement under Article 1.2. If the Borrower does not refuse the disbursement in time, the Parties agree that the disbursement in EUR and the conditions thereof shall be fully binding for all Parties. The Spread or Fixed Rate previously accepted by the Borrower shall no longer be applicable.

ARTICLE 4
Repayment

4.1 Normal repayment

4.1.A Repayment by instalments

(a) The Borrower shall repay each Tranche by instalments on the Repayment Dates specified in the relevant Disbursement Offer in accordance with the terms of the amortisation table delivered pursuant to Article 2.3.

(b) Each amortisation table shall be drawn up on the basis that:

(i) in the case of a Fixed Rate Tranche without an Interest Revision/Conversion Date, repayment shall be made quarterly, semi-annually or annually by equal instalments of principal or constant instalments of principal and interest;



(ii) in the case of a Fixed Rate Tranche with an Interest Revision/Conversion Date or a Floating Rate Tranche, repayment shall be made by equal quarterly, semi-annual or annual instalments of principal;

(iii) the first Repayment Date of each Tranche shall fall not earlier than 30 (thirty) days from the Scheduled Disbursement Date and not later than the Repayment Date immediately following the 5th anniversary of the Scheduled Disbursement Date of the Tranche; and

(iv) the last Repayment Date of each Tranche shall fall not earlier than 4 (four) years and not later than 25 (twenty-five) years from the Scheduled Disbursement Date.

4.1.B Single instalment

Alternatively, the Borrower shall repay the Tranche in a single instalment on the sole Repayment Date specified in the Disbursement Offer that shall fall not earlier than 3 (three) years and not later than 15 (fifteen) years from the Scheduled Disbursement Date.

4.2 Voluntary prepayment

4.2.A Prepayment option

Subject to Articles 4.2.B, 4.2.C and 4.4, the Borrower may prepay all or part of any Tranche, together with accrued interest and indemnities if any, upon giving a Prepayment Request not earlier than 60 (sixty) and not later than 30 (thirty) calendar days' prior notice specifying:

(a) the Prepayment Amount;

(b) the Prepayment Date;

(c) if applicable, the choice of application method of the Prepayment Amount in line with Article 5.5.C(a); and

(d) the Contract Number.

The Prepayment Request shall be irrevocable.

4.2.B Prepayment indemnity

4.2.B(1) FIXED RATE TRANCHE

Subject to Article 4.2.B(3) below, if the Borrower prepays a Fixed Rate Tranche, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Fixed Rate Tranche which is being prepaid.

4.2.B(2) FLOATING RATE TRANCHE

Subject to Article 4.2.B(3) below, the Borrower may prepay a Floating Rate Tranche without indemnity.

4.2.B(3) REVISION/CONVERSION

Prepayment of a Tranche on its Interest Revision/Conversion Date may be effected without indemnity except if the Borrower has accepted pursuant to Schedule D a Fixed Rate under an Interest Revision/Conversion Proposal.

4.2.C Prepayment mechanics

Upon presentation by the Borrower to the Bank of a Prepayment Request in respect of a Fixed Rate Tranche, the Bank shall issue a Prepayment Offer to the Borrower, not later than 15 (fifteen) days prior to the Prepayment Date. The Prepayment Offer shall specify the Prepayment Amount, the Prepayment Date, the accrued interest due thereon, the Prepayment Indemnity payable under Article 4.2.B(1), the fee under Article 4.2.D, if any, the method of

application of the Prepayment Amount and the deadline by which the Borrower may accept the Prepayment Offer.

If the Borrower accepts the Prepayment Offer no later than by the deadline specified therein, the Bank shall send to the Borrower, no later than 10 (ten) days prior to the relevant Prepayment Date, a Prepayment Notice. If the Borrower does not duly accept the Prepayment Offer, the Borrower may not effect the prepayment in respect of such Fixed Rate Tranche.

Upon presentation by the Borrower to the Bank of a Prepayment Request in respect of a Floating Rate Tranche, the Bank shall issue a Prepayment Notice to the Borrower, not later than 10 (ten) days prior to the Prepayment Date.

The Borrower shall pay the amount specified in the Prepayment Notice on the relevant Prepayment Date.

4.2.D Administrative Fee

If the Bank exceptionally accepts, solely upon the Bank's discretion, a Prepayment Request with prior notice of less than 30 (thirty) calendar days, the Borrower shall pay to the Bank a fee of EUR 10,000.00 (ten thousand euro) per each Tranche requested to be prepaid, partly or in full, in consideration of the administrative costs incurred by the Bank in connection with such voluntary prepayment. In such case, the Bank shall not be under an obligation to observe the deadlines to send a Prepayment Offer and/or the Prepayment Notice, as applicable, pursuant to this Contract.

4.3 Compulsory prepayment and cancellation

4.3.A Prepayment Events

4.3.A(1) PROJECT COST REDUCTION EVENT

(a) At the end of the Allocation Period, the Borrower shall promptly inform the Bank if a Project Cost Reduction Event has occurred or is likely to occur. At any time after the occurrence of a Project Cost Reduction Event the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding up to the amount by which the Credit exceeds the limits referred to in paragraph (c) below together with accrued interest and all other amounts accrued and outstanding under this Contract in relation to the proportion of the Loan Outstanding to be prepaid.

(b) The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date falling not less than 30 (thirty) days from the date of the demand.

(c) For the purpose of this Article, "**Project Cost Reduction Event**" means that the total cost of the Schemes under the Project falls below the figure stated in Recital (g) so that the amount of the Credit exceeds:

(i) 50% (fifty per cent); and/or

(ii) when aggregated with the amount of any other funds from the European Union made available for the Project, 90% (ninety per cent),

(d) of such total cost of the Project.

4.3.A(2) NON-EIB FINANCING PREPAYMENT EVENT

(a) The Borrower shall promptly inform the Bank if a Non-EIB Financing Prepayment Event has occurred or is likely to occur. At any time after the occurrence of a Non-EIB Financing Prepayment Event the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract in relation to the proportion of the Loan Outstanding to be prepaid.

(b) The proportion of the Credit that the Bank may cancel and the proportion of the Loan Outstanding that the Bank may require to be prepaid shall be the same as the proportion that the prepaid amount of the Non-EIB Financing bears to the aggregate outstanding amount of all Non-EIB Financing.

(c) The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

(d) Paragraph (a) does not apply to any voluntary prepayment (or repurchase or cancellation, as the case may be) of a Non-EIB Financing:

(i) made with a prior written consent of the Bank;

(ii) made within a revolving credit facility;

(iii) made out of the proceeds of any financial indebtedness having a term at least equal to the unexpired term of such Non-EIB Financing prepaid.

(e) For the purposes of this Article:

(i) **"Non-EIB Financing Prepayment Event"** means any case where the Borrower, voluntarily prepays (for the avoidance of doubt, such prepayment shall include a voluntary repurchase or cancellation of any creditor's commitment, as the case may be) a part or the whole of any Non-EIB Financing; and

(ii) **"Non-EIB Financing"** means any financial indebtedness (save for the Loan and any other direct financial indebtedness from the Bank to the Borrower), or any other obligation for the payment or repayment of money originally made available to the Borrower) for a term of more than 3 (three) years.

4.3.A(3) CHANGE OF CONTROL EVENT

(a) The Borrower shall promptly inform the Bank if a Change-of-Control Event has occurred or is likely to occur. At any time after the occurrence of a Change-of-Control Event, the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued or outstanding under this Contract.

In addition, if the Borrower has informed the Bank that a Change-of-Control Event is about to occur, or if the Bank has reasonable cause to believe that a Change-of-Control Event has occurred or is about to occur, the Bank may request that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request.

After the earlier of:

(i) the lapse of 30 (thirty) days from the date of such request for consultation, or

(ii) at any time thereafter, upon the occurrence of the anticipated Change-of-Control Event,

the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract. Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

(b) For the purposes of this Article:

(i) a **"Change-of-Control Event"** occurs if:

(1) any person having direct or indirect control or holding interest or ownership of the Promoter becomes a Sanctioned Person; or any Sanctioned Person, directly or indirectly, gains control, interest or ownership of the Promoter;

(2) the Borrower ceases to control (directly or indirectly) the Promoter;



(3) the Promoter ceases to be subordinated to /supervised by the Borrower for the purpose of the implementation of the Project;

(ii) "**acting in concert**" means acting together pursuant to an agreement or understanding (whether formal or informal);

(iii) "**control**" means the power to direct the management and policies of an entity, whether through the ownership of voting capital, by contract or otherwise; and

For the purposes of limb (1) of point (b)(i) above, the words "control", "interest" and "ownership" shall be interpreted as defined by the relevant sanctions authority in relation with the relevant Sanctions.

4.3.A(4) CHANGE OF LAW EVENT

The Borrower shall promptly inform the Bank if a Change-of-Law Event has occurred or is likely to occur. In such case, or if the Bank has reasonable cause to believe that a Change-of-Law Event has occurred or is about to occur, the Bank may request that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request. If, after the lapse of 30 (thirty) days from the date of such request for consultation the Bank is of the opinion that:

(a) such Change-of-Law Event would materially impair the Borrower's ability to perform its obligations under this Contract, and

(b) the effects of such Change-of-Law Event cannot be mitigated to its satisfaction,

the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract.

The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

For the purposes of this Article "**Change-of-Law Event**" means the enactment, promulgation, execution or ratification of or any change in or amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation) that occurs after the date of this Contract and which could impair the Borrower's ability to perform its obligations under this Contract.

4.3.A(5) ILLEGALITY EVENT

(a) Upon becoming aware of an Illegality Event:

(i) the Bank shall promptly notify the Borrower, and

(ii) the Bank may immediately (A) suspend or cancel the undisbursed portion of the Credit, and/or (B) demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract on the date indicated by the Bank in its notice to the Borrower.

(b) For the purposes of this Article, "**Illegality Event**" means that:

(i) it becomes unlawful in any applicable jurisdiction, or it becomes or the Bank has reasonable cause to expect that it may become contrary to any Sanctions, for the Bank to:

(A) perform any of its obligations as contemplated in this Contract; or

(B) fund or maintain the Loan;

(ii) the Framework Agreement is or is likely to be:

(A) repudiated by the Republic of Moldova or not binding on the Republic of Moldova in any respect;

(B) not effective in accordance with its terms or is alleged by the Borrower to be ineffective in accordance with its terms.

(C) breached by the Republic of Moldova, in that any obligation assumed by the Republic of Moldova under the Framework Agreement ceases to be fulfilled as regards any financing made to any borrower in the territory of the Republic of Moldova from the resources of the Bank, or the EU; or

(D) not applicable to the Project or the rights of the Bank under the Framework Agreement cannot be enforced in respect of the Project;

(iii) in respect of the EFSD+ DIW1 Guarantee:

(A) it is no longer valid or in full force and effect;

(B) the conditions for cover thereunder are not fulfilled;

(C) it is not effective in accordance with its terms or is alleged to be ineffective in accordance with its terms; or

(D) Republic of Moldova ceases to be an eligible country pursuant to the NDICI-GE Regulation or any other applicable law or instrument governing EFSD+.

4.3.A(6) FAILURE TO ALLOCATE OR REALLOCATE

(a) If a Failure to Allocate Event occurs the Bank may by notice to the Borrower demand that the Borrower prepays to the Bank on the date indicated by the Bank in its notice to the Borrower (such date being a date falling not less than 30 (thirty) days from the date of the demand), any part of the Loan Outstanding, that corresponds to any part of the Loan that is subject to such Failure to Allocate Event, together with accrued interest and all other amounts accrued or outstanding under this Contract.

(b) For the purpose of this Article, "**Failure to Allocate Event**" means that:

(i) in respect of the amounts disbursed under the first Tranche, the Bank has not issued the Allocation Letter under this Contract for eligible Schemes within 18 (eighteen) months following the date of disbursement of the first Tranche;

(ii) any part of the Loan that had been disbursed by the Bank to the Borrower at any time hereunder has failed to be:

(1) allocated pursuant to Article 1.10, or

(2) Reallocated pursuant to Article 1.11

by the deadline indicated therein (including in case EIB Allocation or Reallocation was not possible for whatever reason or the Allocation Period had lapsed); or

(iii) any amount of the EIB Allocation has failed to be disbursed pursuant to Article 1.11.

4.3.B Prepayment mechanics

Any sum demanded by the Bank pursuant to Article 4.3.A, together with any interest or other amounts accrued or outstanding under this Contract including, without limitation, any indemnity due under Article 4.3.C, shall be paid on the Prepayment Date indicated by the Bank in its notice of demand.

4.3.C Prepayment indemnity

4.3.C(1) FIXED RATE TRANCHE

If the Borrower prepays a Fixed Rate Tranche in case of an Indemnifiable Prepayment Event, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Fixed Rate Tranche that is being prepaid.

4.3.C(2) FLOATING RATE TRANCHE

The Borrower may prepay the Floating Rate Tranches without the Prepayment Indemnity.



4.4 General

4.4.A No prejudice to Article 10

This Article 4 shall not prejudice Article 10.

4.4.B No reborrowing

A repaid or prepaid amount may not be reborrowed.

ARTICLE 5
Payments

5.1 Day count convention

Any amount due by way of interest, indemnity or the Deferment Fee from the Borrower under this Contract, and calculated in respect of a fraction of a year, shall be determined on the following respective conventions:

(a) under a Fixed Rate Tranche, a year of 360 (three hundred and sixty) days and a month of 30 (thirty) days; and

(b) under a Floating Rate Tranche, a year of 360 (three hundred and sixty) days and the number of days elapsed.

5.2 Time and place of payment

(a) Unless otherwise specified in this Contract or in the Bank's demand, all sums other than sums of interest, indemnity and principal are payable within 15 (fifteen) days of the Borrower's receipt of the Bank's demand.

(b) Each sum payable by the Borrower under this Contract shall be paid to the relevant account notified by the Bank to the Borrower. The Bank shall notify the account not less than 15 (fifteen) days before the due date for the first payment by the Borrower and shall notify any change of account not less than 15 (fifteen) days before the date of the first payment to which the change applies. This period of notice does not apply in the case of payment under Article 10.

(c) The Borrower shall indicate the Contract Number in the payment details for each payment made hereunder.

(d) A sum due from the Borrower shall be deemed paid when the Bank receives it.

(e) Any disbursements by and payments to the Bank under this Contract shall be made using the Disbursement Account (for disbursements by the Bank) and the Payment Account (for payments to the Bank).

5.3 No set-off by the Borrower

All payments to be made by the Borrower under this Contract shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

5.4 Disruption to Payment Systems

If either the Bank determines (in its discretion) that a Disruption Event has occurred or the Bank is notified by the Borrower that a Disruption Event has occurred:



(a) the Bank may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of this Contract as the Bank may deem necessary in the circumstances;

(b) the Bank shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes; and

(c) the Bank shall not be liable for any damages, costs or losses whatsoever arising as a result of a Disruption Event or for taking or not taking any action pursuant to or in connection with this Article 5.4.

5.5 Application of sums received

5.5.A General

Sums received from the Borrower shall only discharge its payment obligations if received in accordance with the terms of this Contract.

5.5.B Partial payments

If the Bank receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under this Contract, the Bank shall apply that payment, in the order set out below, in or towards:

(a) *pro rata* to each of any unpaid fees, costs, indemnities and expenses due under this Contract;

(b) any accrued interest due but unpaid under this Contract;

(c) any principal due but unpaid under this Contract; and

(d) any other sum due but unpaid under this Contract.

5.5.C Allocation of sums related to Tranches

(a) In case of:

(i) a partial voluntary prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied pro rata to each outstanding instalment, or, at the request of the Borrower, in inverse order of maturity; or

(ii) a partial compulsory prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied in reduction of the outstanding instalments in inverse order of maturity.

(b) Sums received by the Bank following a demand under Article 10.1 and applied to a Tranche, shall reduce the outstanding instalments in inverse order of maturity. The Bank may apply sums received between Tranches at its discretion.

(c) In case of receipt of sums which cannot be identified as applicable to a specific Tranche, and on which there is no agreement between the Bank and the Borrower on their application, the Bank may apply these between Tranches at its discretion.

ARTICLE 6

Borrower undertakings and representations

The undertakings in this Article 6 remain in force from the Date of Effectiveness for so long as any amount is outstanding under this Contract or the Credit is in force.



A. PROJECT UNDERTAKINGS

6.1 Use of Loan and availability of other funds

The Borrower and the Promoter shall:

(a) use all amounts borrowed by the Borrower under this Contract for the execution of the Project through the financing of Schemes, which are subject of Allocation Requests approved by the Bank;
(b) upon written request by the Bank, provide to the Bank evidence of the use of the amounts borrowed by the Borrower under this Contract.
(c) ensure that it has available to it the other funds listed in Recital (g) and that such funds are expended, to the extent required, on the financing of the Project.

The Borrower shall make the proceeds of the disbursed Tranches available to the Promoter on such terms and conditions and in such a manner as to protect the interests of the Borrower, the Promoter and the Bank, to comply with the provisions of this Contract and to accomplish the purposes for which the Credit was made and in accordance with applicable rules and procedures under the Moldovan law.

6.2 Completion of Project

The Borrower, through the Ministry of Energy, and the Promoter shall carry out the Project in accordance with the Technical Description as may be modified from time to time with the approval of the Bank, and complete it by the final date specified therein.

The Borrower and the Promoter shall:

(a) ensure that the Borrower and the Promoter fully controls all assets forming part of the Project; and

(b) not take or permit to be taken any action which would prevent or interfere with the implementation of the Project.

6.3 Increased cost of Project

If the total cost of the Project exceeds the estimated figure set out in Recital (g), the Borrower and/or the Promoter will obtain the finance to fund the excess cost without recourse to the Bank, so as to enable the Project to be completed in accordance with the Technical Description. The plans for funding the excess cost shall be communicated to the Bank without delay.

6.4 Procurement procedure

The Borrower, through the Ministry of Energy, and the Promoter will, purchase equipment, secure services and order works for the Project by acceptable procurement procedures complying, to the Bank's satisfaction, with its policy as described in its Guide to Procurement.

The Borrower and the Promoter shall ensure that review procedures for effective remedies are available to any party having, or having had, an interest in obtaining a particular contract and who has been or might be harmed by an alleged infringement of the Guide to Procurement of the Bank.

6.5 Continuing Project undertakings

The Borrower, through the Ministry of Energy and the Promoter shall:

(a) **Maintenance**: maintain, repair, overhaul and renew all property forming part of the Project as required to keep it in good working order;

(b) **Project assets**: unless the Bank shall have given its prior consent in writing retain title to and possession of substantially all the assets comprising the Project or, as appropriate, replace and renew such assets and maintain the Project in substantially continuous operation in accordance with its original purpose; the Bank may withhold its consent only where the proposed action would prejudice the Bank's interests as lender to the Borrower or would render the Project ineligible for financing by the Bank under its Statute or under article 309 of the Treaty on the Functioning of the European Union;

(c) **Insurance**: ensure that during completion of the Project, it benefits from a performance guarantee and after completion of the Project, insure all assets forming part of the Project in accordance with the most comprehensive relevant industry practice in the Republic of Moldova;

(d) **Rights and Permits**: maintain in force all rights of way or use and all Authorisations necessary for the execution and operation of the Schemes under the Project;

(e) **Environment and Social**:

(i) implement and operate the Project in compliance with the Environmental and Social Standards;

(ii) obtain and maintain requisite Environmental or Social Approvals for the Project;

(iii) comply with any such Environmental or Social Approvals; and

(iv) maintain the Environmental and Social Documents as well as the grievance mechanism that is acceptable to the Bank throughout the duration of the Project and regularly report on their implementation to the Bank (as required in Schedule A).

(f) **EU law**: execute and operate the Project in accordance with the relevant laws of the Republic of Moldova and the relevant standards of EU law, save for any general derogation made by the European Union.

6.6 Project Implementation Unit

In order to co-ordinate, manage, monitor and evaluate all aspects of Project implementation, including the procurement of goods, works and services for the Project, the Promoter shall, unless otherwise agreed with the Bank, establish and at all times during execution of the Project operate a PIU with adequate resources and suitably qualified personnel as well as an international consultant as referred to in Article 1.4, under terms of reference acceptable to the Bank. The Promoter shall entrust the PIU with the overall co-ordination of the Project and the responsibility for the implementation of the Project. The Promoter shall ensure that the PIU acts as the Bank's counterpart in all technical, financial, disbursement facilitation, accounting/auditing, reporting, procurement and administration matters.

The Promoter undertake to ensure, that the Bank can, at the sole discretion of the Bank, directly access any international consultant working on the Project at any time.

B. GENERAL UNDERTAKINGS

6.7 Compliance with laws

The Borrower and the Promoter shall comply in all respects with all laws to which it or each Scheme is subject.

6.8 Change in business

The Borrower and the Promoter shall ensure that no substantial change is made to the core business of the Promoter from that carried on at the date of this Contract.



6.9 Merger

The Promoter shall not enter into any amalgamation, demerger, merger or corporate reconstruction without the consent of the Bank, which shall not be unreasonably withheld.

6.10 Books and records

The Borrower and the Promoter shall:

(a) ensure that they have kept and will continue to keep proper books and records of account, in which full and correct entries shall be made of all financial transactions and the assets of the Borrower and the Promoter, including expenditures in connection with the Project, in accordance with GAAP as in effect from time to time; and,

(b) keep records of contracts financed with the proceeds of the Loan including a copy of the contract itself and material documents relating to the procurement for at least 6 (six) years from substantial performance of the contract.

6.11 Integrity

(a) **Prohibited Conduct:**

(i) Neither the Borrower nor the Promoter shall engage in (and shall not authorise or permit any other person acting on its behalf to engage in) any Prohibited Conduct in connection with the Project or any Scheme, any tendering procedure for the Project and any Scheme, or any transaction contemplated by the Contract.

(ii) The Borrower and the Promoter undertake to take such action as the Bank shall reasonably request to investigate or terminate any alleged or suspected occurrence of any Prohibited Conduct in connection with the Project or any Scheme.

(iii) The Borrower and the Promoter undertake to ensure that contracts financed by this Loan include the necessary provisions to enable the Borrower and/or the Promoter to investigate or terminate any alleged or suspected occurrence of any Prohibited Conduct in connection with the Project or any Scheme.

(b) **Sanctions**

Neither the Borrower nor the Promoter shall directly or indirectly:

(i) enter into a business relationship with, and/or make any funds and/or economic resources available to, or for the benefit of, any Sanctioned Person in connection with the Project or any Scheme,

(ii) use all or part of the proceeds of the Loan or lend, contribute or otherwise make available such proceeds to any person in any manner that would result in a breach by itself and/or by the Bank of any Sanctions; or

(iii) fund all or part of any payment under this Contract out of proceeds derived from activities or businesses with a Sanctioned Person or in any manner that would result in a breach by itself and/or by the Bank of any Sanctions.

It is acknowledged and agreed that the undertakings set out in this Article 6.12(b) are only sought by and given to the Bank to the extent that to do so would be permissible pursuant to any applicable anti-boycott rule of the EU such as Regulation (EC) 2271/96.

(c) **Relevant Persons**

The Borrower and the Promoter undertake to take within a reasonable timeframe appropriate measures, and to keep the Bank fully informed, in respect of any Relevant Person who is the subject of a final and irrevocable court ruling in connection with

Prohibited Conduct perpetrated in the course of the exercise of their professional duties, in order to ensure that such Relevant Person is excluded from any of the activities in relation to the Loan and to the Project or any Scheme.

6.12 Data Protection

(a) When disclosing information (other than mere contact information relating to the Borrower's personnel involved in the management of this Contract ("**Contact Details**")) to the Bank in connection with this Contract, the Borrower and the Promoter shall redact or otherwise amend that information (as necessary) so that it does not contain any information relating to identified or identifiable individuals ("**Personal Information**"), except where this Contract specifically requires, or the Bank specifically requests in writing, to disclose such information in the form of Personal Information.

(b) Before disclosing any Personal Information (other than Contact Details) to the Bank in connection with this Contract, the Borrower and the Promoter shall ensure that each individual to whom such Personal Information relates:

(i) has been informed of the disclosure to the Bank (including the categories of Personal Information to be disclosed); and

(ii) has been advised on the information contained in (or has been provided with an appropriate link to) the Bank's privacy statement in relation to its lending and investment activities as set out from time to time at https://www.eib.org/en/privacy/lending (or such other address as the Bank may notify to the Borrower in writing from time to time).

6.13 General Representations and Warranties

Each of the Borrower and the Promoter represents and warrants to the Bank that:

(a) the Promoter is duly incorporated and validly existing as a state enterprise under the laws of the Republic of Moldova and, has power to carry on its activities as it is now being conducted and to own its property and other assets;

(b) the Promoter is a 100% (one hundred per cent) state owned entity;

(c) the Borrower and the Promoter have the power to execute, deliver and perform their obligations under this Contract and all necessary governmental and other action has been taken to authorise the execution, delivery and performance of the same by it;

(d) this Contract constitutes its legally valid, binding and enforceable obligations;

(e) the execution and delivery of, the performance of its obligations under and compliance with the provisions of this Contract do not and will not contravene or conflict with:

(i) any applicable law, statute, rule or regulation, or any judgement, decree or permit to which it is subject or any restrictions on the incurring of indebtedness to which the Borrower or the Promoter is subject;

(ii) any agreement or other instrument binding upon it which might reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Contract;

(f) it is not and, following the disbursement of the Loan (in whole or in part), will not be in breach of any restrictions applicable to it on the incurring of financial indebtedness;

(g) there has been no Material Adverse Change since 3 July 2025;

(h) no event or circumstance which constitutes an Event of Default has occurred and is continuing unremedied or unwaived;

(i) no litigation, arbitration, administrative proceedings or investigation is current or to the Borrower's or the Promoter's knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against it or any of its subsidiaries any unsatisfied judgement or award;

(j) the Borrower and the Promoter has obtained all necessary Authorisations in connection with this Contract and in order to lawfully comply with their obligations hereunder, and the Project and all such Authorisations are in full force and effect and admissible in evidence;

(k) the Promoter has obtained all necessary Authorisations in connection with the Project other than Authorisations which are not necessary for the implementation of the Project at the time this representation is made (or repeated) and in respect of which neither the Borrower nor the Promoter is aware of any reason (having made due and careful inquiry) for the Promoter being unable to obtain such Authorisations in due course;

(l) the payment obligations of the Borrower and Promoter under this Contract rank not less than *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations under any of its debt instruments except for obligations mandatorily preferred by law;

(m) the Borrower and the Promoter are in compliance with Article 6.5(e) and to the best of their knowledge and belief (having made due and careful enquiry) no Environmental or Social Claim has been commenced or is threatened against it in relation to the Project;

(n) it is in compliance with all undertakings under this Article 6;

(o) the Borrower is a state part to the New York Convention and any arbitral award obtained in an arbitration proceeding conducted in accordance with the requirements of the arbitration provisions of this Contract will be recognised and enforced in the Republic of Moldova;

(p) to the best of its knowledge, no funds invested in the Project by the Borrower or the Promoter are of illicit origin, including products of Money Laundering or linked to the Financing of Terrorism; and

(q) neither the Borrower, nor the Promoter or any Relevant Person has committed (i) any Prohibited Conduct in connection with the Project or any transaction contemplated by the Contract; or (ii) any illegal activity related to the Financing of Terrorism or Money Laundering;

(r) the Project (including without limitation, the negotiation, award and performance of contracts financed or to be financed by the Loan) has not involved or given rise to any Prohibited Conduct;

(s) none of the Borrower, the Promoter and/or any Relevant Person:

(i) is a Sanctioned Person; or

(ii) is in breach of any Sanctions that apply to it or any Relevant Person (respectively).

It is acknowledged and agreed that the representations set out in this paragraph (n) are only sought by and given to the Bank to the extent that to do so would be permissible pursuant to any applicable anti-boycott rule of the EU such as Regulation (EC) 2271/96.

(t) the Declaration on Honour is true in all respects.

The representations and warranties set out above are made on the date of this Contract and are, with the exception of the representation set out in paragraph (f) above, deemed repeated with reference to the facts and circumstances then existing on the date of each Disbursement Acceptance, each Disbursement Date and each Payment Date.

6.14 Conflict of interest

Pursuant to the general duty under the Guide to Procurement for the Borrower to effectively prevent, identify and remedy conflicts of interest, the Borrower and the Promoter shall ensure that prior to the award of any contract financed under the Project:

(a) the Beneficial Owners of the successful bidder (including joint venture partners and subcontractors) who are Close Associates or Family Members of the representative(s),



member(s) of the management bodies or senior officer(s) of the Borrower or the Promoter are identified and promptly communicated to the Bank; and

(b) adequate measures are adopted to address any potential conflicts of interest such as a financial, economic or other personal interest between the identified Beneficial Owner(s) and any member(s) of the Borrower's or the Promoter's management bodies, representative(s) or senior officer(s).

"AML Directives" means the 4th AML Directive and the 5th AML Directive.

"4th AML Directive" means Directive 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing as amended, supplemented or restated.

"5th AML Directive" means Directive 2018/843 of the European Parliament and of the Council of 19 June 2018 on anti-money laundering and terrorist financing as amended, supplemented or restated. "Beneficial Owner(s)" has the meaning given to such term in the AML Directives.

"Close Associate(s)" means "persons known to be close associates" as defined in the AML Directives.

"Family Member(s)" has the meaning given to such term in the AML Directives.

ARTICLE 7
Security

The undertakings in this Article 7 remain in force from the date of this Contract for so long as any amount is outstanding under this Contract or the Credit is in force.

7.1 *Pari passu* ranking

The Borrower shall ensure that its payment obligations under this Contract rank, and will rank, not less than *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations under any of its External Debt Instruments except for obligations mandatorily preferred by laws of general application.

In particular, if the Bank makes a demand under Article 10.01 or if an event or potential event of default under any unsecured and unsubordinated External Debt Instrument of the Borrower or of any of its agencies or instrumentalities has occurred and is continuing, the Borrower shall not make (or authorise) any payment in respect of any other such External Debt Instrument (whether regularly scheduled or otherwise) without simultaneously paying, or setting aside in a designated account for payment on the next Payment Date a sum equal to, the same proportion of the debt outstanding under this Contract as the proportion that the payment under such External Debt Instrument bears to the total debt outstanding under that Instrument. For this purpose, any payment of an External Debt Instrument that is made out of the proceeds of the issue of another instrument, to which substantially the same persons as hold claims under the External Debt Instrument have subscribed, shall be disregarded.

In this Contract, "**External Debt Instrument**" means:

(a) an instrument, including any receipt or statement of account, evidencing or constituting an obligation to repay a loan, deposit, advance or similar extension of credit (including without limitation any extension of credit under a refinancing or rescheduling agreement);

(b) an obligation evidenced by a bond, debenture or similar written evidence of indebtedness; or

(c) a guarantee granted by the Borrower for an obligation of a third party; provided in each case that such obligation is:

(i) governed by a system of law other than the law of the Borrower;

(ii) payable in a currency other than the currency of the Borrower's country; or

(iii) payable to a person incorporated, domiciled, resident or with its head office or principal place of business outside the Borrower's country.

7.2 Additional security

Should the Borrower grant to a third party any security for the performance of any External Debt Instrument or any preference or priority in respect thereof, the Borrower shall, if so required by the Bank, provide to the Bank equivalent security for the performance of its obligations under this Contract or grant to the Bank equivalent preference or priority.

7.3 Clauses by inclusion

If the Borrower concludes with any other medium or long term financial creditor a financing agreement that includes a loss-of-rating clause and/or cross default clause and/or *pari passu* clause, if applicable, that is not provided for in this Contract or is more favourable to the relevant financial creditor than any equivalent provision of this Contract is to the Bank, the Borrower shall promptly inform the Bank and shall, at the request of the Bank, promptly execute an agreement to amend this Contract so as to provide for an equivalent provision in favour of the Bank.

ARTICLE 8

Information and Visits

8.1 Information concerning the Project

The Borrower and the Promoter shall:

(a) deliver to the Bank:

(i) the information in content and in form, and at the times, specified in section 8.1 of Schedule A or otherwise as agreed from time to time by the Parties; and

(ii) any such information or further document concerning the financing, procurement, implementation, operation and matters relating to Environment or Social Matters of or for the Project or any Scheme, or any information or further document required by the Bank to comply with its obligations under the NDICI-GE Regulation or the Financial Regulation, as the Bank may reasonably require within a reasonable time,

provided always that if such information or document is not delivered to the Bank on time, and the Borrower or the Promoter does not rectify the omission within a reasonable time set by the Bank in writing, the Bank may remedy the deficiency, to the extent feasible, by employing its own staff or a consultant or any other third party, at the Borrower's or the Promoter's expense and the Borrower and the Promoter shall provide such persons with all assistance necessary for the purpose;

(b) submit for the approval of the Bank without delay any material change to the Project, also taking into account the disclosures made to the Bank in connection with the Project prior to the signing of this Contract, in respect of, inter alia, the price, design, plans, timetable or to the expenditure programme or financing plan for the Project;

(c) promptly inform the Bank of:

(i) any action or protest initiated or any objection raised by any third party or any genuine complaint received by the Borrower and/or the Promoter which is material with regard to environmental, social or other matters affecting the Project or any Scheme;

(ii) any Environmental or Social Claim that is to its knowledge commenced, pending or threatened against the Borrower or the Promoter;

(iii) any fact or event known to the Borrower or the Promoter, which may substantially prejudice or affect the conditions of execution or operation of the Project or any Scheme;

(iv) any incident or accident relating to the Project which has or is likely to have a significant adverse effect on the Environment or on Social Matters;

(v) any non-compliance by the Borrower or the Promoter with any Environmental and Social Standards;

(vi) any suspension, revocation or material modification of any Environmental or Social Approval,

(vii) a genuine allegation, complaint or information with regard to any Prohibited Conduct or any Sanction related to the Project or any Scheme;

(viii) should the Borrower or the Promoter become aware of any fact or information confirming or reasonably suggesting that (a) any Prohibited Conduct has occurred in connection with the Project or any Scheme, or (b) any of the funds invested in the Promoter's share capital or in the Project or any Scheme was derived from an illicit origin; and

and set out the action to be taken with respect to such matters; and

(d) provide to the Bank, if so requested:

(i) a certificate of its insurers showing fulfilment of the requirements of Article 6.5(c); and

(ii) annually, a list of policies in force covering the insured property forming part of the Project, together with confirmation of payment of the current premiums; and

(iii) true copies of contracts financed with the proceeds of the Loan and evidence of expenditures relating to disbursements.

8.2 Information concerning the Borrower and the Promoter

The Borrower and the Promoter shall (as applicable):

(a) deliver to the Bank:

(i) annually, audited financial statements of the Promoter, prepared in accordance with GAAP; and

(ii) such further information, evidence or document concerning:

(1) the general financial situation of the Borrower or Promoter or such certificates of compliance with the undertakings of Article 6; and

(2) (2) the compliance with the due diligence requirements of the Bank for the Borrower and the Promoter including, but not limited to "know your customer" (KYC) or similar identification and verification procedures,

when requested and within a reasonable time; and

(b) inform the Bank immediately of:

(i) any material alteration to any laws, constitutional documents or shareholding structure of the Promoter and of any change of ownership of 5% or more of its shares after the date of this Contract;

(ii) any fact which obliges the Borrower or the Promoter to prepay any financial indebtedness or any European Union funding;

(iii) any event or decision that constitutes or may result in a Prepayment Event;

(iv) any intention on the Borrower's or the Promoter's part to grant any Security over any of its assets in favour of a third party;

(v) any intention on the Borrower's or the Promoter's part to relinquish ownership of any material component of the Project or any Scheme;

(vi) any fact or event that is reasonably likely to prevent the substantial fulfilment of any obligation of the Borrower or the Promoter under this Contract;

(vii) any Event of Default having occurred or being threatened or anticipated;

(viii) unless prohibited by law, any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which, to the best of its knowledge and belief, is current, imminent or pending against the Borrower or the Promoter or their controlling entities or members of their management bodies in connection with Prohibited Conduct related to the Credit, the Loan or the Project or any Scheme;

(ix) any measure taken by the Borrower and/or the Promoter pursuant to Article 6.136.9 of this Contract;

(x) any litigation, arbitration or administrative proceedings or investigation which is current, threatened or pending and which might if adversely determined result in a Material Adverse Change;

(xi) any Change in the Beneficial Ownership of the Promoter; and

(xii) any claim, action, proceeding, formal notice or investigation relating to any Sanctions concerning the Borrower, the Promoter, or any Relevant Person.

8.3 Visits, Right of Access and Investigation

(a) The Borrower and the Promoter shall allow the Bank, and when either required by the relevant mandatory provisions of EU law or pursuant to the NDICI-GE Regulation or the Financial Regulation, as applicable, the European Court of Auditors, the European Commission, the European Anti-Fraud Office and the European Public Prosecutor's Office, as well as persons designated by the foregoing (each a **"Relevant Party"**), to:

(i) visit the sites, installations and works comprising the Project and any Scheme;

(ii) interview representatives of the Borrower and/or, the Promoter, and not obstruct contacts with any other person involved in or affected by the Project or any Scheme;

(iii) conduct such investigations, inspections, on-the-spot audits and checks as they may wish and review the Borrower's and/or Promoter's books and records in relation to the Loan, the Contract and the execution of the Project and any Scheme, and to be able to take copies of related documents to the extent permitted by the law; and

(b) The Borrower and the Promoter shall provide the Bank and any Relevant Party, or ensure that the Bank and the Relevant Parties are provided, with access to information, facilities and documentation, as well as with all necessary assistance, for the purposes described in this Article.

(c) Additionally, the Borrower and the Promoter shall allow the European Commission and the EU Delegation of the Republic of Moldova to participate in any monitoring missions organised by the Bank related to this Contract, the Loan or the Project and any Scheme.

(d) In the case of a genuine allegation, complaint or information with regard to a Prohibited Conduct related to the Loan and/or the Project or any Scheme, the Borrower and the Promoter shall consult with the Bank in good faith regarding appropriate actions. In particular, if it is proven that a third party committed a Prohibited Conduct in connection

with the Loan and/or the Project or any Scheme with the result that the Loan was misapplied, the Bank may, without prejudice to the other provisions of this Contract, inform the Borrower and the Promoter if, in its view, the Borrower and the Promoter should take appropriate recovery measures against such third party. In any such case, the Borrower and the Promoter shall in good faith consider the Bank's views and keep the Bank informed.

8.4 Disclosure and Publication

(a) The Borrower and the Promoter acknowledge and agree that:

(i) the Bank may be obliged to communicate information and materials relating to the Borrower, the Promoter, the Loan, the Contract and/or the Project or any Scheme to any institution or body of the European Union, including the European Court of Auditors, the European Commission, any relevant EU Delegation, the European Anti-Fraud Office and the European Public Prosecutor's Office, as may be necessary for the performance of their tasks in accordance with EU Law (including the NDICI Regulation and the Financial Regulation); and

(ii) the Bank may publish on its website and/or on social media, and/or produce press releases, containing information related to the financing provided pursuant to this Contract with the support of the EFSD+ DIW1 Guarantee, including the name, address and country of establishment of the Borrower, the Promoter, the purpose of the financing, and the type and amount of financial support received under this Contract.

(b) The Borrower and the Promoter:

(i) acknowledge the origin of the EU financial support under the EFSD+ DIW1 Guarantee Agreement;

(ii) shall ensure the visibility of the EU financial support under the EFSD+, in particular when promoting or reporting on the Borrower, the Promoter, this Contract, the Loan or the Project, and their results, in a visible manner on communication material related to the Borrower, this Contract, the Loan or the Project, and by providing coherent, effective and proportionate targeted information to multiple audiences, including the media and the public, provided that the content of the communication material has been previously agreed with the Bank; and

(iv) (iii) shall consult with the Bank, the Commission and the EU Delegation to the Republic of Moldova on communication about the signature of this Finance Contract

8.5 Language

Documents (other than constitutional documents, statutory and other official documents, or internal regulations of the Borrower or the Promoter), evidence, notices and communications provided or made by the Borrower or the Promoter pursuant to this Contract shall be provided in the English language. Where documents are not provided in the English language, the Borrower or the Promoter (as applicable) shall simultaneously provide a certified translation thereof into the English language.



ARTICLE 9

Charges and expenses

9.1 Taxes, duties and fees

The Borrower and the Promoter shall pay all Taxes, duties, fees and other impositions of whatsoever nature, including stamp duty and registration fees, arising out of the execution or implementation of this Contract or any related document and in the creation, perfection, registration or enforcement of any Security for the Loan to the extent applicable.

The Borrower shall pay all principal, interest, indemnities and other amounts due under this Contract gross without any withholding or deduction of any national or local impositions whatsoever required by law or under an agreement with a governmental authority or otherwise. If the Borrower is obliged to make any such withholding or deduction, it shall gross up the payment to the Bank so that after withholding or deduction, the net amount received by the Bank is equivalent to the sum due.

9.2 Other charges

The Borrower and the Promoter shall bear all charges and expenses, including professional, banking or exchange charges incurred in connection with the preparation, execution, implementation, enforcement and termination of this Contract or any related document, any amendment, supplement or waiver in respect of this Contract or any related document, and in the amendment, creation, management, enforcement and realisation of any security for the Loan.

9.3 Increased costs, indemnity and set-off

(a) The Borrower shall pay to the Bank any costs or expenses incurred or suffered by the Bank as a consequence of the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or compliance with any law or regulation which occurs after the date of signature of this Contract; in accordance with or as a result of which (i) the Bank is obliged to incur additional costs in order to fund or perform its obligations under this Contract, or (ii) any amount owed to the Bank under this Contract or the financial income resulting from the granting of the Credit or the Loan by the Bank to the Borrower is reduced or eliminated.

(b) Without prejudice to any other rights of the Bank under this Contract or under any applicable law, the Borrower and the Promoter shall indemnify and hold the Bank harmless from and against any loss incurred as a result of any full or partial discharge that takes place in a manner other than as expressly set out in this Contract.

(c) The Bank may set off any matured obligation due from the Borrower or the Promoter under this Contract (to the extent beneficially owned by the Bank) against any obligation (whether or not matured) owed by the Bank to the Borrower or/and the Promoter (respectively) regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Bank may set off in an amount estimated by it in good faith to be the amount of that obligation.



ARTICLE 10
Events of Default

10.1 Right to demand repayment

The Borrower shall repay all or part of the Loan Outstanding (as requested by the Bank) forthwith, together with accrued interest and all other accrued or outstanding amounts under this Contract, upon written demand being made by the Bank in accordance with the following provisions.

10.1.A Immediate demand

The Bank may make such demand immediately without prior notice (*mise en demeure préalable*) or any judicial or extra judicial step:

(a) if the Borrower does not pay on the due date any amount payable pursuant to this Contract at the place and in the currency in which it is expressed to be payable, unless:

  (i) its failure to pay is caused by an administrative or technical error or a Disruption Event; and

  (ii) payment is made within 3 (three) Business Days of its due date;

(b) if any information or document given to the Bank by or on behalf of the Borrower or the Promoter or any representation, warranty or statement made or deemed to be made by the Borrower or the Promoter in, pursuant to or for the purposes of entering into this Contract or in connection with the negotiation or performance of this Contract is or proves to have been incorrect, incomplete or misleading in any material respect;

(c) if, following any default of the Borrower in relation to any loan, or any obligation arising out of any financial transaction, other than the Loan:

  (i) the Borrower is required or is capable of being required or will, following expiry of any applicable contractual grace period, be required or be capable of being required to prepay, discharge, close out or terminate ahead of maturity such other loan or obligation; or

  (ii) any financial commitment for such other loan or obligation is cancelled or suspended;

(d) if the Borrower or the Promoter is unable to pay its debts as they fall due, or suspends its debts, or makes or seeks to make a composition with its creditors;

(e) in relation to the Promoter, if an encumbrancer takes possession of, or a receiver, liquidator, administrator, administrative receiver or similar officer is appointed, whether by a court of competent jurisdiction or by any competent administrative authority or by any person, of or over, any part of the business or assets of the Promoter, of or over any property forming part of the Project;

(f) if the Borrower or the Promoter defaults in the performance of any obligation in respect of any other loan granted by the Bank or financial instrument entered into with the Bank, or of any other loan or financial instrument made to it from the resources of the Bank or the European Union;

(g) if any expropriation, attachment, arrestment, distress, execution, sequestration or other process is levied or enforced upon the property of the Borrower or the Promoter or any property forming part of the Project and is not discharged or stayed within 14 (fourteen) days;

(h) if a Material Adverse Change occurs, as compared with the Borrower's or Promoter's condition at the date of this Contract; or

(i) if it is or becomes unlawful for the Borrower or the Promoter to perform any of its obligations under this Contract or this Contract is not effective in accordance with its terms or is alleged by the Borrower or the Promoter to be ineffective in accordance with its terms.

10.1.B Demand after notice to remedy

The Bank may also make such demand without prior notice (*mise en demeure préalable*) or any judicial or extra judicial step (without prejudice to any notice referred to below):

(a) if the Borrower or the Promoter fails to comply with any provision of this Contract (other than those referred to in Article 10.1.A) or any condition of the Allocation Letter; or

(b) if any fact related to the Borrower, the Promoter or the Project stated in the Recitals materially alters and is not materially restored and if the alteration either prejudices the interests of the Bank as lender to the Borrower or adversely affects the implementation or operation of the Project,

unless the non-compliance or circumstance giving rise to the non-compliance is capable of remedy and is remedied within a reasonable period of time specified in a notice served by the Bank on the Borrower.

10.2 Other rights at law

Article 10.1 shall not restrict any other right of the Bank at law to require prepayment of the Loan Outstanding.

10.3 Indemnity

10.3.A Fixed Rate Tranches

In case of demand under Article 10.1 in respect of any Fixed Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with the indemnity on any amount of principal due to be prepaid. Such indemnity shall (i) accrue from the due date for payment specified in the Bank's notice of demand and be calculated on the basis that prepayment is effected on the date so specified, and (ii) be for the amount communicated by the Bank to the Borrower as the present value (calculated as of the date of the prepayment) of the excess, if any, of:

(a) the interest that would accrue thereafter on the amount prepaid over the period from the date of prepayment to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not prepaid; over

(b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.19% (nineteen basis points).

The said present value shall be calculated at a discount rate equal to the Redeployment Rate, applied as of each relevant Payment Date of the applicable Tranche.

10.3.B General

Amounts due by the Borrower pursuant to this Article 10.3 shall be payable on the date specified in the Bank's demand.

10.4 Non-Waiver

No failure or delay or single or partial exercise by the Bank in exercising any of its rights or remedies under this Contract shall be construed as a waiver of such right or remedy. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights or remedies provided by law.



ARTICLE 11

Law and jurisdiction, miscellaneous.

11.1 Governing Law

This Contract and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of Luxembourg.

11.2 Jurisdiction

(a) This Article 11.2 shall be governed by Dutch law.

(b) Any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Contract, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (for the purpose of this Article, a Dispute), shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (for the purpose of this Article, the "**Rules**").

(c) The Rules are incorporated by reference into this Article and capitalised terms used in this Article which are not otherwise defined in this Contract have the meaning given to them in the Rules.

(d) The number of arbitrators shall be three. The arbitrators nominated by the parties shall jointly nominate the third arbitrator who, subject to confirmation by the International Chamber of Commerce Court, will act as president of the arbitral tribunal.

(e) The seat or legal place of arbitration shall be Amsterdam.

(f) The language used in the arbitral proceedings shall be English. All documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by an English translation. Each arbitrator shall be English law qualified and have 10 years practicing experience.

(g) Service by the Secretariat of any Request for Arbitration made pursuant to this Article shall be at the address given for the sending of notices under this Contract at Article 12 and in a manner provided for in that Article.

(h) If, at the case management conference, it appears to the Arbitral Tribunal that there is or may be no real prospect of succeeding on any or all of the claims made in the arbitration or of successfully defending any or all of the claims made in the arbitration, the Arbitral Tribunal may determine such claim(s) by a summary procedure if it considers that it is in the interests of justice to do so. The parties may make submissions about whether this is an appropriate procedure. In the event that a summary procedure is adopted, the Arbitral Tribunal shall proceed to determine such claim(s) as soon as reasonably practicable. The Arbitral Tribunal may call for further short written submissions in relation to such claim(s) and shall only hold an oral hearing to determine by way of award such claim(s) if it feels that it is necessary to do so. The Arbitral Tribunal may decide to determine in its award only certain claims advanced in the arbitration by the summary procedure.

(i) Nothing in this Article 11 shall interfere with, override or otherwise erode Bank's privileges and immunities as set out in the European Union treaties including, without limitation, the inviolability of its archives and the Bank expressly reserved its rights in this regard.

11.3 Waiver of immunity

The Borrower waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including immunity in respect of:



(a) the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues; and

(b) the issue of any process against its assets or revenues for the enforcement of a judgment or, in an action in rem, for the arrest, detention or sale of any of its assets and revenues.

11.4 Place of performance

Unless otherwise specifically agreed by the Bank in writing, the place of performance under this Contract, shall be the seat of the Bank.

11.5 Evidence of sums due

In any legal action arising out of this Contract the certificate of the Bank as to any amount or rate due to the Bank under this Contract shall, in the absence of manifest error, be prima facie evidence of such amount or rate.

11.6 Entire Agreement

This Contract constitutes the entire agreement between the Bank, the Borrower and the Promoter in relation to the provision of the Credit hereunder, and supersedes any previous agreement, whether express or implied, on the same matter.

11.7 Invalidity

If at any time any term of this Contract is or becomes illegal, invalid or unenforceable in any respect, or this Contract is or becomes ineffective in any respect, under the laws of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

(a) the legality, validity or enforceability in that jurisdiction of any other term of this Contract or the effectiveness in any other respect of this Contract in that jurisdiction; or

(b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Contract or the effectiveness of this Contract under the laws of such other jurisdictions.

11.8 Amendments

Any amendment to this Contract shall be made in writing and shall be signed by the Parties.

11.9 Counterparts

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

ARTICLE 12

Final clauses

12.1 Notices

12.1.A Form of Notice

(a) Any notice or other communication given under this Contract (other than a live pricing call in respect of a Live Pricing Tranche) must be in writing and, unless otherwise stated, may be made by letter or electronic mail.

(b) Notices and other communications for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter or by electronic mail. Such notices and communications shall be deemed to have been received by the other Party:

(i) on the date of delivery in relation to a hand-delivered or registered letter;

(ii) in the case of any electronic mail only when such electronic mail is actually received in readable form and only if it is addressed in such a manner as the other Party shall specify for this purpose;

(c) Any notice provided by the Borrower and/or the Promoter to the Bank by electronic mail shall:

(i) mention the Contract Number in the subject line; and

(ii) be in the form of a non-editable electronic image (pdf, tif or other common non editable file format agreed between the Parties) of the notice signed by an authorised signatory with individual representation right or by two or more authorised signatories with joint representation right of the Borrower as appropriate, attached to the electronic mail.

(d) Notices issued by the Borrower and/or the Promoter pursuant to any provision of this Contract shall, where required by the Bank, be delivered to the Bank together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and/or the Promoter and the authenticated specimen signature of such person or persons.

(e) Without affecting the validity of electronic mail notices or communication made in accordance with this Article 12.1, the following notices, communications and documents shall also be sent by registered letter to the relevant Party at the latest on the immediately following Business Day:

(i) Disbursement Acceptance;

(ii) any notices and communication in respect of the deferment, cancellation and suspension of a disbursement of any Tranche, interest revision or conversion of any Tranche, Market Disruption Event, Prepayment Request, Prepayment Notice, Event of Default, any demand for prepayment; and

(iii) any other notice, communication or document required by the Bank.

(f) The Parties agree that any above communication (including via electronic mail) is an accepted form of communication, shall constitute admissible evidence in court and shall have the same evidential value as an agreement under hand (*sous seing privé*).

12.1.B Addresses

The address and electronic mail address (and the department for whose attention the communication is to be made) of each Party for any communication to be made or document to be delivered under or in connection with this Contract is:

For the Bank	Attention: GLO/ENL
	100 boulevard Konrad Adenauer
	L-2950 Luxembourg
	E-mail address: Glo-nc2-projects@eib.org
For the Borrower	Attention: Ministry of Finance
	Public Debt General Directorate
	Chisinau, 7 Constantin Tanase Street
	Moldova



	E-mail address: cancelaria@mf.gov.md
For the Promoter	Attention:
	Termoelectrica JSC
	Tudor Vladimirescu St 6, MD-2024, Chișinău, Moldova
	E-mail address: anticamera@termoelectrica.md

12.1.C Notification of communication details

The Bank and the Borrower shall promptly notify the other Party in writing of any change in their respective communication details.

12.2 English language

(a) Any notice or communication given under or in connection with this Contract must be in English.

(b) All other documents provided under or in connection with this Contract must be:

(i) in English; or

(ii) if not in English, and if so required by the Bank, accompanied by a certified English translation and, in this case, the English translation will prevail.

12.3 Effectiveness of this Contract

Other than this Article 12.3 and Articles 11.1, 11.2, 12.1 and 12.2, which will become legally effective and enter into full force and effect upon the date of signature of this Contract, this Contract shall become effective on the date (the "**Date of Effectiveness**") specified in a letter from the Bank to the Borrower confirming that the Bank has received (i) the evidence that this Contract was duly ratified by the Parliament of the Republic of Moldova in accordance with the applicable laws of the Republic of Moldova and (ii) the legal opinion of the Ministry of Justice of the Republic of Moldova referred to in Article 1.4.B(b) in form and substance satisfactory to the Bank, and such letter shall be conclusive evidence that this Contract has become effective.

If the Date of Effectiveness does not occur on or prior to the date falling 12 (twelve) months after the date of this Contract (or any later date notified by the Bank to the Borrower in writing), this Contract shall not enter into force and no further action shall be necessary or required.



12.4 Recitals, Schedules and Annexes

The Recitals and following Schedules form part of this Contract:

Schedule A	APPENDICES
Schedule B	EURIBOR
Schedule C	Form of Disbursement Offer/Acceptance (Articles 1.2.B and 1.2.C)
Schedule D	Interest Rate Revision and Conversion
Schedule E	Certificates to be Provided by the Borrower

The Parties have caused this Contract to be executed in 4 (four) originals in the English language.

In Chisinau, this 03 July 2025

In Luxembourg, this 03 July 2025

Signed for and on behalf of

THE REPUBLIC OF MOLDOVA, acting through the Ministry of Energy, and represented by the Minister of Energy, Mr. Dorin Junghietu

Signed for and on behalf of

Termoelectrica JSC, represented by the Director General, Mr. Iurie Razlovan

Signed for and on behalf of

EUROPEAN INVESTMENT BANK

Lionel Rapaille
Director

Anne-France Catoir
Senior Legal Counsel



Schedule A

APPENDICES

- **A.1.1 TECHNICAL DESCRIPTION** *Finance Contract*

Purpose, Location

This framework loan operation will support the promoter's investment programme for rehabilitation and modernization of its existing district heating (DH) network in the City of Chisinau, to ensure continuity and reliability of heat supply, reinstate domestic hot water service, reduce energy and water losses and fuel consumption.

The project will be implemented in the capital of Moldova, Chisinau. The rehabilitation works are planned in all buildings covered by the DH network of Termoelectrica JSC.

Description

The project will include: (i) distribution network measures - rehabilitation of up to 15 km of the district heating primary network and construction of up to two pumping stations, (ii) in-building measures - installation of individual heating substations (IHS) and modern "horizontal" distribution networks within buildings, as well as reinstatement of communal domestic hot water supply systems, (iii) Implementation of pilot projects focused on energy efficiency measures in residential buildings. The project costs also include staffing of the project implementation unit (PIU), as well as design and construction supervision.

As agreed with the other co-financier (EBRD) parallel financing will be applied for the project. The technical scope described above will be divided to project schemes and the individual project schemes will be 100% financed separately by the Banks. The EIB financing will go exclusively for item (ii) in the above description and the related design and construction supervision expenses. The initial financing plan defined at the feasibility study phase is presented in the table below.

PIP Measures	EBRD, million €	EIB, million €	GCF, million €	ESP, million € (final amount TBC)	EU NIP, million €	Total, million €
Pumping stations	5.2	-	-	-	-	5.2
Primary networks	16.0	-	-	-	-	16.0
Horizontal systems	15.3	8.4	-	-	-	23.7
	149 thermal connections / 132 blocks	*55 thermal connections / 53 blocks*				
IHS (& thermal works)	5.5	17.0	-	-	-	22.5
	227 units	*796 units*	-	-	-	
Pilot Projects (includes horizontal systems before and after apartment)	5.5	-	*Approx. 60 blocks*	15.0	24.0	44.5
Design fees for Phase 2/3	1.4	2.8				4.2
Contract supervision	2.0	1.4	-	-	-	3.4
PIU funding	1.5					1.5
Phase 1 Total	52	30	-	15	24	121
Horizontal systems	45.1	45.1	11.0	-	-	101.2
	~ 434 thermal connections / 395 blocks	*~ 493 thermal connections / 395 blocks*	*~ 116 thermal connections / 96 blocks*			
IHS (& thermal works)	8.4	8.4	-	-	-	16.8
	227 units	*796 units*				
Contract supervision	1.2	1.2	-	-	-	2.4
Phase 2 Total	55	55	11	-	-	121
Horizontal systems	19.2	42.6	-	-	-	61.8
	234 thermal connections / 172 blocks	*528 thermal connections / 353 blocks*				
IHS (& thermal works)	11.2	9.5	-	-	-	20.7
	478 units	*405 units*				
Contract supervision	0.4	1.3				1.7
Phase 3 Total	31	53	-	-	-	84
Project total	138	138	11	15	24	326

Calendar

The implementation of the project is planned for a total of 7 years, 2026-2032.



- **A.1.2 PROJECT RELATED CONDITIONS TO BE FULFILLED, if any**

Disbursement conditions

Establishment of fully functional PIU to the satisfaction of the Bank, with sufficient human resources with adequate skills in the areas of law and compliance, engineering, project economics, procurement, environmental and social sustainability.

Provision of the list of selected Schemes and screening methodology for Schemes related to the Project satisfactory to the Bank.

Update of the Procurement Plan.

Update of the Project Implementation Plan.

The Promoter provides evidence that the Environmental and Social Documents as well as the climate change adaptation measures are in place and have been properly implemented in accordance with the timetables and to the Bank's satisfaction.

The grievance mechanism is in place and its contact details are published on the Promoter's website, as well as on the billboards at the construction sites.

Undertakings

The Promoter is requested to implement and operate the Project in compliance with the Environmental and Social Standards.

The Promoter will be requested to obtain and maintain requisite Environmental or Social Approvals for the Project and comply with any such Environmental or Social Approvals.

The Promoter will be requested to maintain the Environmental and Social Documents as well as the grievance mechanism that is acceptable to the Bank throughout the duration of the Project and regularly report on their implementation to the Bank.

The Promoter will be requested to execute and operate the Project in accordance with the relevant laws of the Republic of Moldova and the relevant standards of EU law, save for any general derogation made by the European Union.

The Promoter should not allocate the Bank's funds to programme components that require an Environmental Impact Assessment (EIA) until the EIA and/or the biodiversity assessment have been finalised, satisfactorily to the Bank, and approved by the competent authority. When the EIA is made available to the public, an electronic copy of the full EIA study shall be sent to the Bank.

The Promoter undertakes to take into account and implement conditions expressed in any screening-out decision or EIA consent granted by the competent authority for nature and environment.

The Promoter has to ensure the implementation of the mitigation measures defined in the ESAP prepared to address the specified potential adverse environmental and social impacts and risks.

The Bank must be immediately informed should any materially adverse event occur during implementation or operation, which would prevent the Project to perform as planned, in particular with regards to environmental and social matters.

A.1 GENERAL PROVISIONS and ALLOCATION PROCEDURES

General Provisions

Eligibilities: The Bank will generally allocate its funds only to eligible operations which are economically, technically and financially justified and environmentally sound.

The Promoter shall verify the compliance with the relevant and applicable Bank's policies and guidelines. All operations must comply with the environmental and social standards of the Bank (Environmental and Social Handbook) and will be implemented in accordance with the Bank's Guide to Procurement.

The Bank will check the eligibility for the EIB financing at the allocation stage against the list below and the Bank's normal eligibility criteria.

The Bank reserves the right to review allocation procedures in view of the development of the Operation.

General exclusions: The following costs are not eligible for the Bank: VAT and other taxes and duties, land acquisition, purchase of buildings, maintenance and other operating costs, operational expenses, acquisition of second-hand assets, interest during construction, purchase of licences for the use of non-generated public resources (e.g. telecom licences), patents, brands and trademarks. Purely financial transactions are also not eligible.

Allocation Procedures

The Bank funds will be allocated to the schemes co-financed with the EU Funds under the relevant Operational Operations with procedures modulated according to the scheme size and in line with applicable framework loan procedures:

(a) Eligible schemes with an investment cost below EUR 5m are selected by the Promoter. The choices are subject to ex-post confirmation of eligibility by the Bank's services. The Promoter is to submit an allocation request in a form required by the Bank (as defined in A.3.3).

(b) Eligible schemes with a cost between EUR 5m and EUR 50m are submitted ex-ante to the Bank for approval before funding, using a template as defined in A.3.4 or a feasibility study. The Bank keeps the right to ask for additional information; partial or in-depth appraisal of the scheme will be undertaken, if judged necessary.

(c) schemes with a cost above EUR 50m are not eligible.

(c) The Promoter should provide together with an allocation request the following documentation supporting environmental compliance of the schemes concerned:

- for schemes requiring an Environmental Impact Assessment, according to EU or national legislation, the Promoter should provide the Bank with a copy (preferably in electronic format) of the (EIA), including a non-technical summary (NTS), or provide a web-site link to the location where the EIA is published for at least 3 years, and will confirm that the Scheme incorporates all mitigating measures recommended as a result of the EIA, in order to ensure compliance with the EIB's Public Disclosure Policy.
- The Promoter should provide Environmental and Social plans (e.g.: resettlement action plans, stakeholder engagement plans, etc.) and/or information as applicable according to the environmental and social management framework.
- For schemes with a potential to affect a site of nature conservation importance that is protected under national or international legislation or agreements, the Promoter shall obtain a confirmation from the competent nature conservation authority, or an equivalent assessment satisfactory to the Bank, that the scheme does not have a significant negative impact on the site of nature conservation importance that is protected under national or international legislation or agreements.

(d) The Promoter shall store and keep the relevant documents updated (including environmental studies related to the EIA, and Nature/Biodiversity Assessments) to be provided to the Bank upon request. In case the EIB requires such documentation, the Promoter shall provide all documents requested promptly from receipt of the request from the Bank.

(e) Appropriate tables for allocation request and specific sector tables will be attached to the financial contract or agreed between the Bank and the Promoter prior to the first allocation request.

All information shall be provided in English to the Bank in an electronic form, tables in spreadsheets.

The Bank reserves the right to review at mid-term the allocation procedures in view of the development of the operation with the Promoter.

Template for Allocation Request for schemes with a cost less than EUR 5m

N.	Scheme Name	Location	Description of Intervention	Total Investment cost m EUR (A)	Co-financing Agent (B)	Start of works (C)	End of Works (D)	Energy efficiency (E)	Procurement Details (F)	Environmental Details (G)
1										
2										
3										
...										

N: Unique Scheme code number

(A) Total investment cost at allocation

(B) Start of works and end of works refer to the actual construction period

(C) Give information about procurement details, tender notices published in the Official Journal of the European Union, provide the date and the electronic link to the web site

(D) Energy efficiency: Indication of the scheme expected energy savings

(E) Procurement data: Indication of the type of procurement: direct, national...

(F) Environmental data: Indication if the scheme requires an EIA according to Moldovan legislation. Please include information regarding the environmental impact of schemes and its compliance with EU environmental Directives (namely EIA and biodiversity Directives)

(G) Indicate if the scheme includes measures to strengthen the contribution to gender equality, including the relevant actions from the Project Gender Action Plan.

Scheme fiche for schemes with a cost between EUR 5m and EUR 50m

SCHEME FICHE

CHISINAU DISTRICT HEATING PROJECT, 2024-0698

Scheme Name:	Scheme promoter:
	Location:
Scheme reference number:	Sector:
Implementing body:	Type: new scheme/ extension/ rehabilitation
	Date:

Contact Person: Contact (e-mail, telephone):	Signature of the Promoter :

1. **Scheme**

1.1 Background

1.2 Reasons for undertaking the Scheme and key objectives

1.3 Technical description of the scheme including relevant key dimensions and capacities

1.4 Entity(ies) responsible for scheme design, construction and supervision

1.5 Investment cost (total) **in EUR**

Engineering and supervision	-
Land	-
Civil works (Building work)	-
Equipment	-
Miscellaneous	-
Technical contingencies	-
Price contingencies (...% escalation p.a.), if applicable	-
Interest during construction	-
Total	**-**

1.6 Expected expenditure schedule (in EUR)

year	2026	2027	2028	2029	2030	2031	2032	Total
EUR								

1.7 Expected technical/ economical life-span (years)

1.8 Implementation period (dates: month, year)

(a) Start:
(b) Completion:

1.9 Authorisation required to implement/operate the scheme

Please provide the name(s) of the authority(ties) issuing the relevant permit(s) and whether or not the authorisation(s) has (have) been issued. If permits are not issued, please indicate the expected date.

1.10 Jobs affected by the investment

Number of jobs that will be created, secured or lost as a consequence of the scheme

(a) during construction:	
(b) post construction (operation and maintenance) – secured:	

1.11 Physical indicators

Please indicate (quantify) planned physical output/result of the scheme.

Indicator name and definition	Baseline (year)	Target value (year)
a) ...		
b)		
c)		

1.12 Procurement

Type and specifics on tender(s)

1.13 Environmental impacts

a) Please explain briefly the effects of the scheme on the environment.

b) Does the Scheme have any particular environmental risks or benefits?

c) For schemes requiring an EIA, according to EU or national legislation, provide the Bank with a copy (preferably in electronic format) of the EIA, including a non-technical summary (NTS), or provide a web-site link to the location where the EIA is published for at least 3 years, and will confirm that the scheme incorporates all mitigating measures recommended as a result of the EIA, in order to ensure compliance with the EIB's Public Disclosure Policy.

d) For schemes with a potential to affect a site of nature conservation importance that is protected under national or international legislation or agreements, the Promoter shall obtain a confirmation from the competent nature conservation authority, or an equivalent assessment satisfactory to the Bank, that the scheme does not have a significant negative impact on the site of nature conservation importance that is protected under national or international legislation or agreements.

e) The Bank's services may require further information (such as a copy of the non-technical EIA summary)

1.14 Gender equality impacts

a) Will the project have any negative social impact including linked to gender-based violence and harassment? (If yes) Have mitigation measures been identified and included in the Environmental and Social Management Plan (ESMP)?

b) How have gender considerations been incorporated into the preparation of the project? Is the project considered to have positive impacts on gender equality by virtue of its selection, design, implementation or operation? If relevant, refer to the actions from the Project Gender Action Plan.

1.15 Operation and maintenance of the facilities:

a) Organisation in charge of the operation and maintenance of the Scheme;

b) Operating and maintenance costs and available budget for operation and maintenance.

1.16 Economic and financial aspects

a) Population served by the Scheme, or other pertinent demand analysis (e.g. traffic);

b) If applicable, a summary of cost-benefit or economic feasibility analysis;

c) If applicable, cost recovery mechanism (Will users be required to contribute to the cost of the Scheme? Tariff policy?).

1.17 Consultations

a) Please confirm if consultations were carried out for this scheme with end beneficiaries, local civil society organizations and/or other relevant stakeholders, and provide the date, place and number of participants.

b) Key issues and concerns raised by stakeholders and how these are being addressed.

c) Please describe any other forms of public participation and collaboration planned for this scheme.

1.18 Final Beneficiaries

a) Please describe the main end beneficiaries of this scheme (if possible disaggregated by gender, age, origin, socioeconomic profile), and the estimated total number of final beneficiaries.

b) Please highlight any vulnerable groups (such as IDPs, poor households, single households, people with disabilities and special needs, etc.), that may be affected either positively or negatively through scheme activities.

2. Overall conclusions and recommendations

Place:

Date:

Promoter:

Responsible person:

2.12 Procurement Plan

Separate EXCEL file provided by EIB:

Procurement plan															
					Financing										
N°	Contract Name	Promoter's Tender Number	Contract Type	Estimated amount (EUR)	% financed by EIB	EIB financing (EUR)	Other Financiers	Procurement Method	Tender Documents	Published in OJEU?	Estimated publication date	Estimated bid submission date	Estimated contract award date	Estimated contract end date	Procurement Status
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1															
2															

Fields	
N°	Arbitrary number that is assigned consecutively
Contract Name	Scope of the contract or short description
Prom Tender Identifier	Code or reference used by the promoter to refer to the contract (if any)
Contract Type	Type of contract being procured, works, goods or services
Estimated Amount	Estimation of contract value by the promoter, the total at the bottom should match with the overall project cost
% financed by EIB	Share of the contract that will be financed by EIB, in accordance with the financing plan of the project
EIB Financing (EUR)	estimated contract amount multiplied with the percentage of the previous column, the total must be equal to EIB's loan amount
Other Financiers	Names of other IFIs or MDBs that will be jointly co-financing the contract, if any
Procurement Method	Procurement method used, chosen among the ones available under 3.3 of the Guide to Procurement
Tender Documents	Type of standard tender documents used, whether they are based on other IFI's templates or national templates
Published in OJEU	Flag showing whether the tender notice will be published in the Official Journal of the European Union
Estimated publication date	Promoter's estimation of the date of publication of the tender notice
Estimated bid submission date	Promoter's estimation of the date of bid submission
Estimated contract award date	Promoter's estimation of the date of contract award
Estimated contract end date	Promoter's estimation of the date of contract end
Procurement Status	Status of the procurement process (not started - tender notice not yet published, ongoing - tender notice started but contract not yet signed or contract signed)

A.2 PROJECT INFORMATION TO BE SENT TO THE BANK AND METHOD OF TRANSMISSION

1. Dispatch of information: designation of the person responsible

The information below has to be sent to the Bank under the responsibility of:

	Financial Contact	**Technical Contact**
Company	*Ministry of Finance*	Termoelectrica JSC"
Contact person	*Rodideal Alexandru*	Razlovan Iurie
Title	*Head of the Public Sector Debt and External Assistance General Directorate*	General director
Function / Department financial and technical		
Address	7, Constantin Tanase street, Chişinău	Tudor Vladimirescu street, nr 6, MD-2024
Phone	+373 22 262726	+373 022 43-64-59
Fax	+373 22 262893	/
Email	alexandru.rodideal@mf.gov.md	anticamera@termoelectrica.md

The above-mentioned contact person(s) is (are) the responsible contact(s) for the time being. The Borrower shall inform the EIB immediately in case of any change.

2. Information on specific subjects [Finance Contract] *to be addressed to pj-energy-monitoring-shared@eib.org.*

The Borrower shall deliver to the Bank the following information at the latest by the deadline indicated below.

Document / information	**Deadline**
Evidence that the Promoter has established and maintains a Project Implementation Unit, consisting of professional and experienced staff to manage the Project preparation and implementation. *Updated Procurement Plan;* *Updated Project Implementation Plan;* *Evidence that the grievance mechanism is in place and its contact details are published on the Promoter's website, as well as on the billboards at the construction sites.*	*As soon as available but before the first disbursement,*

3. Information on the Project implementation

The Borrower shall deliver to the Bank the following information on scheme progress during implementation at the latest by the deadline indicated below.

Document / information	**Deadline**	**Frequency of reporting**
Project Progress Report: - *A brief update on the Technical Description, explaining the reasons for significant changes vs. initial scope.* - *Update on the date of completion of each of the main project's components, explaining reasons for any possible delay.* - *Update on the cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost.* - *Actual project's expenditures to date .* - *A description of any major issue with impact on the environment and/or social impact.* - *Update of the procurement plan.* - *Update on the project's demand or usage and comments.* - *Any significant issue that has occurred and any significant risk that may affect the project's operation.* - *Any legal action concerning the project that may be on-going.* *Non-confidential project-related pictures, if available.*	*30 April (every year during project implementation period initially planned for 2025-2032).*	*Annually*

4. Information on the end of works and first year of operation

The Borrower, through the Ministry of Energy, shall deliver to the Bank the following information on scheme completion and initial operation at the latest by the deadline indicated below.

Document / information	**Date of delivery to the Bank**
Project Completion Report, including: *Project Completion Report, including:* - *A final Technical Description of the project as completed, explaining the reasons for any significant change compared to the Technical Description in A.1.* - *The date of completion of each of the main project's components, explaining reasons for any possible delay.* - *The final cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost.* - *Employment effects of the project: person-days required during implementation as well as permanent new jobs created disaggregated by sex.* - *A description of any major issue with impact on the environment or social impacts.* - *Update on procurement procedures and explanation of deviations from the procurement plan.* - *Update on the project's demand or usage and comments.* - *Any significant issue that has occurred and any significant risk that may affect the project's operation.* - *Any legal action concerning the project that may be on going.* - *Non-confidential project-related pictures, if available.* - *An update on the following Monitoring Indicators:* o *Number of buildings with new HIS installed.* o *Number of buildings with new horizontal system installed.* o *Number of new smart meters installed (building level, apartment level).* o *Energy savings achieved by the project.* o *CO_2 emission savings achieved by the project* o *Air pollutant emission reduction achieved by the project*	*31 March 2034*

In case this scheme benefits from an EU guarantee, the Bank "shall require the operation promoter to carry out thorough monitoring during scheme implementation until completion, *inter alia*, on the economic, development, social, environmental and human rights impact of the investment scheme. The EIB shall verify on a regular basis the information provided by the operation promoter and make it publicly available if the operation promoter agrees. Where possible, scheme completion reports related to EIB financing operations shall be published excluding confidential information."

Accordingly, and without prejudice to the Bank's obligation to make publicly available any scheme-related environmental information under Aarhus [Convention/Regulation], the Bank shall make publicly available all information provided by the Borrower in the Scheme Progress Reports and Scheme Completion Report provided that such information is expressly marked by the Borrower as "for publication on the EIB website".

Alternatively, the Borrower may also decide to publish this information on its own website and provide the EIB with the corresponding link (URL) which will be used as a source for EIB publication.

The EIB will not take any responsibility for the content of such information made public on its website. Documents marked as "for publication on the EIB website" will be published as

received and will not be edited by the EIB. Only functioning URLs that link to the relevant scheme-related information will be published by the EIB.

5. Information required 3 years after the Scheme Completion Report. *[Finance Contract]*

   The Borrower, through the Ministry of Energy, shall deliver to the Bank the following information 3 years after the scheme completion report at the latest by the deadline indicated below.

Document / Information	**Date of delivery to the Bank**
Update on the Monitoring Indicators listed in the table above.	31 March 2037

Language of reports: English

Schedule B

EURIBOR

"EURIBOR" means:

(a) in respect of a relevant period of less than one month, the Screen Rate (as defined below) for a term of one month;

(b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and

(c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the rate is taken or from which the rates are interpolated being the **"Representative Period"**).

For the purposes of paragraphs (a) to (c) above:

(i) **"available"** means the rates, for given maturities, that are calculated and published by Global Rate Set Systems Ltd (GRSS), or such other service provider selected by the European Money Markets Institute (EMMI), or any successor to that function of EMMI, as determined by the Bank; and

(ii) **"Screen Rate"** means the rate of interest for deposits in EUR for the relevant period as published at 11:00 a.m., Brussels time, or at a later time acceptable to the Bank on the day (the **"Reset Date"**) which falls 2 (two) Relevant Business Days prior to the first day of the relevant period, on Reuters page EURIBOR 01 or its successor page or, failing which, by any other means of publication chosen for this purpose by the Bank.

If such Screen Rate is not so published, the Bank shall request the principal offices of four major banks in the euro-zone, selected by the Bank, to quote the rate at which EUR deposits in a comparable amount are offered by each of them, as at approximately 11:00 a.m., Brussels time on the Reset Date to prime banks in the euro-zone interbank market for a period equal to the Representative Period. If at least 2 (two) quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If no sufficient quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in the euro-zone, selected by the Bank, at approximately 11:00 a.m., Brussels time, on the day which falls 2 (two) Relevant Business Days after the Reset Date, for loans in EUR in a comparable amount to leading European banks for a period equal to the Representative Period. The Bank shall inform the Borrower without delay of the quotations received by the Bank.

All percentages resulting from any calculations referred to in this Schedule will be rounded, if necessary, to the nearest one thousandth of a percentage point, with halves being rounded up.

If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of EMMI (or any successor to that function of EMMI as determined by the Bank) in respect of EURIBOR, the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

If the Screen Rate becomes permanently unavailable, the EURIBOR replacement rate will be the rate (inclusive of any spreads or adjustments) formally recommended by (i) the working group on euro risk-free rates established by the European Central Bank (ECB), the Financial Services and Markets Authority (FSMA), the European Securities and Markets Authority (ESMA) and the European Commission, or (ii) the European Money Market Institute, as the

administrator of EURIBOR, or (iii) the competent authority responsible under Regulation (EU) 2016/1011 for supervising the European Money Market Institute, as the administrator of the EURIBOR, or (iv) the national competent authorities designated under Regulation (EU) 2016/1011, or (v) the European Central Bank.

If the Screen Rate becomes permanently unavailable and no EURIBOR replacement rate is formally recommended as provided above, EURIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

Schedule C

Form of Disbursement Offer/Acceptance (Articles 1.2.B and 1.2.C)

Disbursement Offer/Acceptance

Valid until: [time] CET on [date]

From: European Investment Bank

To: [Borrower]

Date:

Subject: Disbursement Offer/Acceptance for the Finance Contract between European Investment Bank and Borrower dated [●], 2025 (the "**Finance Contract**")

Contract Number FI 98604 Operation Number 2024-0698

Dear Sirs,

We refer to the Finance Contract. Terms defined in the Finance Contract have the same meaning when used in this letter.

Following your request for a Disbursement Offer from the Bank, [and the live pricing call held on [date]] in accordance with the relevant provisions of the Finance Contract, and otherwise subject to its terms, we hereby offer to make available to you the following Tranche:

GENERAL

Scheduled Disbursement Date:
Currency of Tranche:
Amount of Tranche:

PRINCIPAL

Repayment periodicity:
Terms for repayment of principal:
First Repayment Date:
Last Repayment Date:
Repayment Dates:

INTEREST

Interest payment periodicity:
First interest Payment Date:

Payment Dates:
Interest Revision / Conversion Date:

COMMENTS:

APPLICABLE RATE

Interest Rate basis:
Rate applicable until:
Fixed Rate:
Spread:
EURIBOR:

We hereby accept the above Disbursement Offer for and on behalf of the Borrower:

Name(s) of the Borrower's Authorised Signatory(ies) (as defined in the Finance Contract):

.....

Signature(s) of the Borrower's Authorised Signatory(ies) (as defined in the Finance Contract):

Date:

Please return the signed Disbursement Acceptance to the following email [ ].

IMPORTANT NOTICE TO THE BORROWER:

BY SIGNING ABOVE YOU CONFIRM THAT THE LIST OF AUTHORISED SIGNATORIES AND ACCOUNTS PROVIDED TO THE BANK WAS DULY UPDATED PRIOR TO THE PRESENTATION OF THE ABOVE DISBURSEMENT OFFER BY THE BANK.

IN THE EVENT THAT ANY SIGNATORIES OR ACCOUNTS APPEARING IN THIS DISBURSEMENT ACCEPTANCE ARE NOT INCLUDED IN THE LATEST LIST OF AUTHORISED SIGNATORIES AND ACCOUNTS (AS DISBURSEMENT ACCOUNT) RECEIVED BY THE BANK, THE ABOVE DISBURSEMENT OFFER SHALL BE DEEMED AS NOT HAVING BEEN MADE.

Disbursement Account to be credited:

Disbursement Account N°: .....

Disbursement Account holder/beneficiary: .....

(please, provide IBAN format if the country is included in IBAN Registry published by SWIFT, otherwise an appropriate format in line with the local banking practice should be provided)



Bank name and address: .....

Bank identification code (BIC): .....

Payment details to be provided: .....



Schedule D

Interest Rate Revision and Conversion

If an Interest Revision/Conversion Date has been included in the Disbursement Offer for a Tranche, the following provisions shall apply.

A. Mechanics of Interest Revision/Conversion

Upon receiving an Interest Revision/Conversion Request the Bank shall, during the period commencing 60 (sixty) days and ending 30 (thirty) days before the Interest Revision/Conversion Date, deliver to the Borrower an Interest Revision/Conversion Proposal stating:

(a) the Fixed Rate and/or Spread that would apply to the Tranche, or of its part indicated in the Interest Revision/Conversion Request pursuant to Article 3.1; and

(b) that such rate shall apply until the Maturity Date or until a new Interest Revision/Conversion Date, if any, and that interest is payable quarterly, semi-annually or annually, in accordance with Article 3.1, in arrear on designated Payment Dates.

The Borrower may accept in writing an Interest Revision/Conversion Proposal by the deadline specified therein. At the Bank's discretion, an Interest Revision/ Conversion Proposal may be subject to live pricing in line with Articles 1.2.B and 1.2.C.

Any amendment to this Contract requested by the Bank in this connection shall be effected by an agreement to be concluded and effective not later than 1 (one) Business Day prior to (i) sending by the Bank of an Interest Revision/Conversion or, (ii) having a live pricing call pursuant to the above paragraph.

Fixed Rates and Spreads are available for periods of not less than 4 (four) years or, in the absence of a repayment of principal during that period, not less than 3 (three) years.

B. Effects of Interest Revision/Conversion

If the Borrower duly accepts in writing a Fixed Rate or a Spread in respect of an Interest Revision/Conversion Proposal, the Borrower shall pay accrued interest on the Interest Revision/Conversion Date and thereafter on the designated Payment Dates.

Prior to the Interest Revision/Conversion Date, the relevant provisions of this Contract and Disbursement Offer and Disbursement Acceptance shall apply to the Tranche in its entirety. From and including the Interest Revision/Conversion Date onwards, the provisions contained in the Interest Revision/Conversion Proposal relating to the new Fixed Rate or Spread shall apply to the Tranche (or any part thereof, as indicated in the Interest Revision/Conversion Request) until the new Interest Revision/Conversion Date, if any, or until the Maturity Date.

C. Partial or no Interest Revision/Conversion

In case of a partial Interest Revision/Conversion, the Borrower will repay, without indemnity, on the Interest Revision/Conversion Date the part of the Tranche that is not covered by the Interest Revision/Conversion Request and which is therefore not subject to the Interest Revision/Conversion.

If the Borrower does not submit an Interest Revision/Conversion Request or does not accept in writing the Interest Revision/Conversion Proposal for the Tranche or if the Parties fail to effect an amendment requested by the Bank pursuant to paragraph A above, the Borrower shall repay the Tranche in full on the Interest Revision/Conversion Date, without indemnity.

Schedule E

Certificates to be Provided by the Borrower

Form of Certificate from Borrower (Article 1.4.D)

From: The Republic of Moldova

To: European Investment Bank

Date:

Subject: Finance Contract between European Investment Bank and the Republic of Moldova dated [●], 2025 (the "**Finance Contract**")

Contract Number 98604 Operation Number 2024-0698

Dear Sirs,

Terms defined in the Finance Contract have the same meaning when used in this letter.

For the purposes of Article 1.4 of the Finance Contract we hereby certify to you as follows:

(a) there has been no material change to any aspect of the Project or in respect of which we are obliged to report under Article 8.1, save as previously communicated by us;

(b) we have sufficient funds available to ensure the timely completion and implementation of the Project in accordance with Schedule A.1;

(c) no event or circumstance which constitutes or would with the passage of time or the giving of notice or the making of any determination under the Finance Contract (or any combination of the foregoing) constitute a Prepayment Event or an Event of Default has occurred and is continuing unremedied or unwaived;

(d) no litigation, arbitration administrative proceedings or investigation is current or to our knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against us or any of our subsidiaries any unsatisfied judgement or award;

(e) the representations and warranties to be made or repeated by us under Article 6.11 are true in all respects;

(f) no Material Adverse Change has occurred, as compared with the situation at the date of the Finance Contract, and

(g) the most recent List of Authorised Signatories and Accounts provided to the Bank by the Borrower is up-to-date and the Bank may rely on the information set out therein.

We undertake to immediately notify the Bank if any the above fails to be true or correct as of the Disbursement Date for the proposed Tranche.

Yours faithfully,

For and on behalf of Borrower