



**ANEKS BR. 17 GENERALNOG UGOVORA O KRATKOROČNOJ
VIŠENAMENSKOJ REVOLVING LINIJI BR. 01/13**

**ANNEX NO. 17 TO THE SHORT-TERM MULTIPURPOSE REVOLVING LINE
MASTER AGREEMENT NO. 01/13**

Zaključen u Beogradu, dana 31.12.2018.
godine između sledećih Ugovornih strana:

Concluded in Belgrade on 31.12.2018 among
the following Contracting Parties:

1. **SOCIETE GENERALE BANKA SRBIJA
AD BEOGRAD**, Bulevar Zorana Đinđića 50
a/b, Beograd - Novi Beograd, matični broj
07552335, koju zastupa Marija Rousseva,
Predsednik Izvršnog odbora (u daljem tekstu:
Banka)

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2. **Energoprojekt Holding a.d. Beograd**,
Mihaila Pupina 12, Beograd - Novi Beograd,
matični broj 07023014, koji zastupa Stojan
Čolakov, Generalni Direktor (u daljem tekstu:
Dužnik 1)

|
3. **ENERGOPROJEKT VISOKOGRADNJA
A.D. BEOGRAD**, Bulevar Mihaila Pupina 12,
Beograd - Novi Beograd, matični broj
07073151, koji zastupa Dragan Tadić,
Direktor (u daljem tekstu: **Dužnik 2**)

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4. **ENERGOPROJEKT NISKOGRADNJA AD
BEOGRAD**, Bulevar Mihaila Pupina 12,
Beograd - Novi Beograd, matični broj
07073160, koji zastupa Aleksandar Stanović,
Direktor (u daljem tekstu: **Dužnik 3**)

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5. **ENERGOPROJEKT HIDROINŽENJERING
A.D. BEOGRAD**, Bulevar Mihaila Pupina 12,
Beograd - Novi Beograd, matični broj
07023065, koji zastupa Bratislav Stišović,
Izvršni direktor (u daljem tekstu: **Dužnik 4**)

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6. **ENERGOPROJEKT OPREMA A.D.
BEOGRAD**, Bulevar Mihaila Pupina 12,
Beograd - Novi Beograd, matični broj
07073186, koga zastupa Pavle Tomašević,
Direktor (u daljem tekstu: **Dužnik 5**)

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7. **ENERGOPROJEKT ENERGODATA A.D.
BEOGRAD**, Bulevar Mihaila Pupina 12,
Beograd - Novi Beograd, matični broj
07023081, koga zastupa Miroslav Rakić,
Izvršni direktor (u daljem tekstu: **Dužnik 6**)

(Dužnik 1, Dužnik 2, Dužnik 3, Dužnik 4,
Dužnik 5 i Dužnik 6 u daljem tekstu, tamo gde
to kontekst ovog Ugovora zahteva, biti
zajednički označavani kao: **Dužnik**)

1. **SOCIETE GENERALE BANKA SRBIJA
AD BEOGRAD**, Bulevar Zorana Đinđića 50
a/b, Beograd - Novi Beograd, Reg. No.
07552335, represented by Marija Rousseva,
President of the Executive Board (hereinafter:
The Bank)

and
2. **Energoprojekt Holding PLC.**, Beograd,
Mihaila Pupina 12, Beograd - Novi Beograd,
Reg. No. 07023014, represented by Stojan
Čolakov, General Manager (hereinafter: **The
Borrower 1**)

and
3. **ENERGOPROJEKT VISOKOGRADNJA
A.D. BEOGRAD**, Bulevar Mihaila Pupina 12,
Beograd - Novi Beograd, Reg. No. 07073151,
represented by Dragan Tadić, Director
(hereinafter: **The Borrower 2**)

and
4. **ENERGOPROJEKT NISKOGRADNJA AD
BEOGRAD**, Bulevar Mihaila Pupina 12, 11070
Beograd, Reg. No. 07073160, represented by
Aleksandar Stanović, Director (hereinafter:
The Borrower 3)

and
5. **ENERGOPROJEKT HIDROINŽENJERING
A.D. BEOGRAD**, Bulevar Mihaila Pupina 12,
Beograd - Novi Beograd, Reg. No. 07023065,
represented by Bratislav Stišović, Executive
Director (hereinafter: **The Borrower 4**)

and
6. **ENERGOPROJEKT OPREMA A.D.
BEOGRAD**, Bulevar Mihaila Pupina 12,
Beograd - Novi Beograd, Reg. No. 07073186,
represented by Pavle Tomašević, Director
(hereinafter: **The Borrower 5**)

and
7. **ENERGOPROJEKT ENERGODATA A.D.
BEOGRAD**, Bulevar Mihaila Pupina 12,
Beograd - Novi Beograd, Reg.No. 07023081,
represented by Miroslav Rakić, Executive
Director (hereinafter: **The Borrower 6**)

(Borrower 1, Borrower 2, Borrower 3,
Borrower 4, Borrower 5 and Borrower 6 shall,
where the context of this Agreement so
requires, hereinafter be collectively referred to
as the **Borrower**)



Član 1.

1.1. Ugovorne strane saglasno konstatuju da su dana 25.10.2013. godine zaključile Generalni ugovor o kratkoročnoj višenamenskoj revolving liniji br. 01/13, Aneks br. 1 tog Ugovora dana 26.03.2014. godine, Aneks br. 2 tog Ugovora dana 26.09.2014. godine, Aneks br. 3 tog ugovora dana 28.10.2014. godine, Aneks br. 4 tog Ugovora dana 15.05.2015. godine, Aneks br. 5 tog Ugovora dana 31.08.2015. godine, Aneks br. 6 tog Ugovora dana 22.03.2016. godine, Aneks br. 7 tog Ugovora dana 31.05.2016. godine, Aneks br. 8 tog Ugovora dana 30.08.2016. godine, Aneks br. 9 tog Ugovora dana 29.09.2016. godine, Aneks br. 10 tog Ugovora dana 02.11.2016. godine, Aneks br. 11 tog Ugovora dana 08.12.2016. godine, Aneks br. 12 tog Ugovora dana 28.09.2017. godine, Aneks br. 13 tog Ugovora dana 24.11.2017. godine, Aneks br. 14 tog Ugovora dana 10.04.2018. godine, Aneks br. 15 tog Ugovora dana 28.09.2018. godine i Aneks br. 16 tog Ugovora dana 30.11.2018. godine (u daljem tekstu: Generalni Ugovor).

1.2. Predmet ovog Aneksa br. 17 je izmena uslova Generalnog Ugovora i to kako sledi.

Član 2.

2.1. Član 1, stav 1.5. i 1.6. Generalnog Ugovora menja se, tako da sada glasi:

„1.5. Rok važenja Linije je do 30.09.2019. godine, koji datum je istovremeno i Datum dospeća bilo kog proizvoda Banke iz stava 1.3. gore, osim proizvoda opisanih pod b), c) i e), čiji rok važnosti / odnosno rok krajnjeg zatvaranja akreditiva, može biti:

- **Za Dužnika 1 i Dužnika 3:**

- do 12 meseci od datuma izdavanja svake platve bankarske garancije i svake tenderske garancije;
- do 24 meseca od datuma izdavanja svake avansne garancije;
- do 36 meseci od datuma izdavanja svake garancije za dobro izvršenje posla;
- do 63 meseca od datuma izdavanja svake garancije za otklanjanje nedostataka u garantnom roku;
- do 12 meseci od datuma otvaranja svakog pojedinačnog akreditiva i
- do 15.09.2019. godine od datuma

Article 1

1.1. The Contracting Parties mutually acknowledge that on 25/10/2013 they have concluded the Short-Term Multipurpose Revolving Line Master Agreement No. 01/13, Annex No. 1 to that Agreement on 26.03.2014, Annex No. 2 to that Agreement on 26.09.2014, Annex No. 3 to that Agreement on 28.10.2014, Annex No. 4 to that Agreement on 15.05.2015, Annex No. 5 to that Agreement on 31.08.2015, Annex No. 6 to that Agreement on 22.03.2016, Annex No. 7 to that Agreement on 31.05.2016, Annex No. 8 to that Agreement on 30.08.2016, Annex No. 9 to that Agreement concluded on 29.09.2016, Annex No. 10 to that Agreement concluded on 02.11.2016, Annex No. 11 to that Agreement concluded on 08.12.2016, Annex No. 12 to that Agreement concluded on 28.09.2017, Annex No. 13 to that Agreement concluded on 24.11.2017, Annex No. 14 to that Agreement concluded on 10.04.2018, Annex No. 15 to that Agreement on 28.09.2018 and Annex No. 16 to that Agreement on 30.11.2018 (hereinafter: the Master Agreement).

1.2. The subject of this Annex No. 17 are amendments to the Master Agreement, as follows.

Article 2

2.1. Article 1, Paragraph 1.5. and 1.6. of the Master Agreement shall be amended to read as follows:

„1.5. Line validity period shall be until 30.09.2019, which date shall also be the Date of Maturity of any product of the Bank referred to in paragraph 1.3. above, except for the products as described under b), c) and e), whose validity period/or period of final closing of the letter of credit, may be:

- **For the Borrower 1 and Borrower 3:**

- up to 12 months from the date of issue of every bank payment guarantee and every tender guarantee;
- up to 24 months from the date of issue of every advance payment guarantee;
- up to 36 months from the date of issue of every guarantee for good performance
- up to 63 months from the date of issue of every guarantee for elimination of defects during warranty period;
- up to 12 months from the date of opening of every individual letter of credit;



izdavanja svakog pojedinačnog obavezujućeg pisma o namerama.

• **Za Dužnika 2:**

- do 12 meseci od datuma izdavanja svake tenderske garancije;
- do 24 meseca od datuma izdavanja svake avansne garancije;
- do 36 meseci od datuma izdavanja svake garancije za dobro izvršenje posla i garancije za otklanjanje nedostataka u garantnom roku;
- do 12 meseci od datuma otvaranja svakog pojedinačnog akreditiva i
- do 15.09.2019. godine od datuma izdavanja svakog pojedinačnog obavezujućeg pisma o namerama.

• **Za Dužnika 4:**

- do 50 meseci od datuma izdavanja svake platve bankarske garancije, tenderske garancije, avansne garancije, garancije za dobro izvršenje posla, garancije za otklanjanje nedostataka u garantnom roku i kontragarancije;
- do 12 meseci od datuma otvaranja svakog pojedinačnog akreditiva i
- do 15.09.2019. godine od datuma izdavanja svakog pojedinačnog obavezujućeg pisma o namerama.

• **Za Dužnika 5:**

- do 12 meseci od datuma izdavanja svake platve bankarske garancije;
- do 18 meseci od datuma izdavanja svake tenderske garancije;
- do 18 meseci od datuma otvaranja svakog pojedinačnog akreditiva i
- do 36 meseci od datuma izdavanja svake avansne garancije;
- do 63 meseca od datuma izdavanja svake garancije za dobro izvršenje posla, garancije za otklanjanje nedostataka u garantnom roku, garancije za povraćaj garantnog depozita;
- do 24 meseca od datuma izdavanja svakog pojedinačnog Stand by akreditiva;
- do 15.09.2019. godine od datuma izdavanja svakog pojedinačnog obavezujućeg pisma o namerama.

Dužnik 5 sredstva Linije za izdavanje garancije čiji je rok važnosti preko 36 meseci od datuma izdavanja, može

and

until 15.09.2019. from the date of issuance of each individual binding letter of intent.

• **For the Borrower 2:**

- up to 12 months from the date of issue of every tender guarantee;
- up to 24 months from the date of issue of every advance payment guarantee;
- up to 36 months from the date of issue of every guarantee for good performance and guarantee for elimination of defects during warranty period;
- up to 12 months from the date of opening of every individual letter of credit; and
- until 15.09.2019. from the date of issuance of each individual binding letter of intent.

• **For the Borrower 4:**

- up to 50 months from the date of issue of every bank payment guarantee, tender guarantee, advance payment guarantee, guarantee for good performance during warranty period and counter guarantee;
- up to 12 months from the date of opening of every individual letter of credit; and
- until 15.09.2019. from the date of issuance of each individual binding letter of intent.

• **For the Borrower 5:**

- up to 12 months from the date of issue of every bank payment guarantee;
- up to 18 months from the date of issue of every tender guarantee;
- up to 18 months from the date of opening of every individual letter of credit;
- up to 36 months from the date of issue of every advance payment guarantee;
- Up to 63 months from the date of issue of every guarantee for good performance, guarantee for elimination of defects within the guarantee period, retention money guarantees;
- Up to 24 months from the date of issue of every Standby letters of credit;
- Up to 15.09.2019 from the date of issue of every binding letter of intent.

The Borrower 5 may use the Line funds for the issuance of guarantees with a period of validity exceeding 36 months up to 63



koristiti u maksimalnom iznosu do EUR 12.000.000,00.

1.6. Banka može, pod uslovima utvrđenim ovim Ugovorom, Dužniku stavi na raspolaganje odobrenu Liniju u Periodu raspoloživosti pod kojim se podrazumeva period od dana zaključenja ovog Ugovora do 30.09.2019. godine zaključno. Stavljanje na raspolaganje odobrene Linije po isteku Perioda raspoloživosti nije moguće."

Član 3.

3.1. Član 3, stav 3.1. Generalnog Ugovora menja se, tako da sada glasi:

„3.1. Dužnik, u skladu sa odredbama ovog Ugovora, sredstva Linije može koristiti za povlačenje dinarskih (RSD) revolving Kredita sa valutnom (EUR) klauzulom u maksimalnom iznosu od EUR 9.000.000,00 (slovima: devetmiliona i 00/100 EUR), s tim da ukupna zaduženost Dužnika po osnovu izdavanja bilo kog proizvoda definisanih u članu 1. stavu 1.3. pod a) i pod d) ovog Ugovora ni u jednom trenutku ne može premašiti iznos od EUR 9.000.000,00 (slovima: devetmiliona i 00/100 EUR).

Dužnik se obavezuje da prema sledećoj dinamici smanjuje iznos Linije u korišćenju:

- do 31.03.2019. godine, maksimalan iznos Linije u korišćenju može biti do EUR 8.000.000,00 (slovima: osammiliona i 00/100 EUR),
- do 30.06.2019. godine, maksimalan iznos Linije u korišćenju može biti do EUR 7.000.000,00 (slovima: sedammiliona i 00/100 EUR),
- do 30.09.2019. godine maksimalan iznos Linije u korišćenju može biti do EUR 6.000.000,00 (slovima: šestmiliona i 00/100 EUR)."

Član 4.

4.1. Ugovorne strane su saglasne da će ovaj Aneks stupiti na snagu tek nakon što Dužnik obezbedi i dostavi Banci:

- Dopunu odluke nadležnog organa upravljanja Dužnika u tekstu prihvatljivom za Banku.

4.2. Obaveza je Dužnika da uslov iz ovog Člana u potpunosti ispunji na dan zaključenja ovog Aneksa.

months from the date of issue, to a maximum of EUR 12,000,000.00.

1.6. The Bank may, under conditions established in this Agreement, to put at the disposal of the Borrower the approved Line during the period of availability, implying the period between the date of conclusion of this Agreement and 30.09.2019 inclusive. Putting the approved line at the disposal upon expiry of the availability period shall not be possible."

Article 3

3.1. Article 3, Paragraph 3.1. of the Master Agreement shall be amended to read as follows:

„3.1. The Borrower, in accordance with the provisions of this Agreement, may use the Line funds to withdraw local currency (RSD) revolving Loans with foreign currency (EUR) clause to a maximum of EUR 9,000,000.00 (in letters: nine million and 00/100 EUR), with the total indebtedness of Borrower based on the issuance of any product as defined in Article 1, paragraph 1.3. under a) and d) of this Agreement not exceeding the amount of EUR 9,000,000.00 (in letters: nine million and 00/100 EUR).

The Borrower is obligated to reduce the amount of the Line in use according to the following dynamics:

- until 31.03.2019. the maximum amount of the Line in use can be up to EUR 8,000,000.00 (in words: eight million and 00/100 EUR),
- until 30.06.2019. the maximum amount of the Line in use can be up to EUR 7,000,000.00 (in words: seven million and 00/100 EUR),
- until 30.09.2019. the maximum amount of the Line in use can be up to EUR 6,000,000.00 (in letters: six million and 00/100 EUR)."

Article 4

4.1. The Contracting Parties agree that this Annex will be put into effect only after the Borrower secure and provide the Bank with:

- Supplement of Decision of the authorized managing body of the Borrower, acceptable for the Bank.

4.2. The Borrower is obliged to execute his liabilities under this Article on the date of this Annex conclusion.



SOCIETE GENERALE SRBIJA

Član 5.

5.1. Sve odredbe Generalnog Ugovora koja nisu predmet ovog Aneksa ostaju neizmjenjene i na snazi.

Član 6.

6.1. Ovaj Aneks sačinjen je dvojezično na srpskom i engleskom jeziku, s tim da za potrebe tumačenja i primene verzija na srpskom jeziku ima prednost.

6.2. Ovaj Aneks sačinjen je u 8 (osam) istovetnih primeraka, od kojih je po 1 (jedan) za svakog Dužnika i 2 (dva) za Banku.

Article 5

5.1. All the provisions of the Master Agreement which are not subject to this Annex shall remain unchanged and in effect.

Article 6

6.1. This Annex has been drafted in a bilingual Serbian and English version, provided that for the purpose of interpretation and application of the Agreement, the Serbian version shall prevail.

6.2. This Annex has been drafted in 8 (eight) identical copies, of which one (1) for each Borrower and 2 (two) for the Bank.

DUŽNIK 1 / THE BORROWER 1

ENERGOPROJEKT HOLDING AD
BEOGRAD

Generalni Direktor / General Manager

DUŽNIK 2 / THE BORROWER 2

ENERGOPROJEKT-VISOKOGRADNJA AD
BEOGRAD

Direktor / Director

DUŽNIK 3 / THE BORROWER 3

ENERGOPROJEKT-NISKOGRADNJA AD
BEOGRAD

Direktor / Director

DUŽNIK 4 / THE BORROWER 4

ENERGOPROJEKT-HIDROINŽENJERING
AD BEOGRAD, BULEVAR MIHAILA
PUPINA 12

Izvršni direktor / Executive director

DUŽNIK 5 / THE BORROWER 5

ENERGOPROJEKT - OPREMA A.D.
BEOGRAD

Direktor / Director

DUŽNIK 6 / THE BORROWER 6

ENERGOPROJEKT ENERGODATA AD
BEOGRAD

Izvršni direktor / Executive director

BANKA / THE BANK

Direktor u sektoru za rad sa privredom /
Key Account Manager

Nina Pijevčević
Direktor odeljenja za velike privredne
subjekte/
Corporate Large Clients Department Manager