

(Operation Number 42129)

DRAFT NO. 5
dated 17.07.2018

**DEED OF AMENDMENT NO. 3 IN RELATION TO
THE LOAN AGREEMENT
dated 12 May 2011**

between

**COMPANIA DE APA
S.A.**

and

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

Dated _____ 2018

Table of Contents

ARTICLE I	DEFINITIONS AND INTERPRETATION.....	1
ARTICLE II	AMENDMENT OF THE LOAN AGREEMENT.....	3
Section 2.01.	Amendments.....	3
Section 2.02.	Conditions for the Effective Date.....	8
Section 2.03.	Continuance of Financing Agreements	9
ARTICLE III	REPRESENTATIONS AND WARRANTIES	10
ARTICLE IV	MISCELLANEOUS	10
Section 4.01.	Incorporation of Terms.....	10
Section 4.02.	Rights, Remedies and Waivers.....	10
Section 4.03.	Fees, Costs, Expenses and Taxes	11
Section 4.04.	Indemnification.....	11
Section 4.05.	Governing Law and Dispute Resolution	12
Section 4.06.	Privileges and Immunities of EBRD	13
Section 4.07.	Waiver of Sovereign Immunity	13
Section 4.08.	Successors and Assigns; Third Party Rights	14
Section 4.09.	Effect as a Deed.....	14
Section 4.10.	Further Assurances	14
Section 4.11.	Severability.....	14
Section 4.12.	Governing Language	14
ANNEX 1.....		A1-1
ANNEX 2		A2-1

**DEED OF AMENDMENT NO. 3 IN RELATION TO
THE LOAN AGREEMENT
dated 12 May 2011**

This deed of amendment dated _____ 2018 (this **LA Amendment Deed**), is made as a deed by and between:

1. **COMPANIA DE APA S.A.**, a joint stock company (in Romanian *societate pe actiuni*) organised and existing under the laws of Romania with its registered address at Unirii Street Block 8FGH, Buzau, Buzau County, Romania, registered with the Buzau Commercial Registry under number J10/1610/2007, having the sole registration code (C.U.I.) RO 22987337 (the **Borrower**); and
2. **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**, an international organisation formed by treaty (**EBRD**);

(each of the Borrower or EBRD, a **Party**, and collectively, the **Parties**).

WHEREAS:

- (A) The Borrower and EBRD entered into a loan agreement dated 12 May 2011, as amended pursuant to the deed of amendment No. 1 dated 27 March 2014 and the deed of amendment No. 2 dated 25 November 2015 (the **Loan Agreement**), pursuant to which EBRD extended to the Borrower a loan facility with a principal amount of up to Euro 10,000,000 (ten million Euros), on the terms and subject to the conditions set forth in the Loan Agreement.
- (B) In accordance with Section 3.02 (c) of the Loan Agreement, the Borrower has requested EBRD to approve the use by the Borrower of the loan savings under the Loan for the financing of certain investments related to water and/or wastewater infrastructure, which are not co-financed with the cohesion funds made available to the Borrower under the Cohesion Funds Agreement (as such term is defined in the Loan Agreement).
- (C) Following the Borrower's request referred to in preamble (B) above, in accordance with the provisions of Section 8.02 (*Entire Agreement; Amendment and Waiver*) of the Loan Agreement, the Borrower and EBRD have agreed to amend the Loan Agreement as set forth below, subject to the terms and conditions of this LA Amendment Deed.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

- (a) Terms defined in the Loan Agreement (whether directly or by reference to any other agreement or instrument) shall, unless otherwise defined herein, have the same meaning in this LA Amendment Deed.

- (b) In this LA Amendment Deed, unless the context otherwise requires, words denoting the singular include the plural and *vice versa*.
- (c) In this LA Amendment Deed, unless the context otherwise requires, a reference to a specified Article, Section, or Annex shall be construed as a reference to that specified Article, Section of, or Annex to this LA Amendment Deed.
- (d) In this LA Amendment Deed, a reference (i) to an amendment or to an agreement being amended includes a supplement, variation, assignment, extension (whether at maturity or otherwise), novation, restatement, replacement (however fundamental and whether or not more onerous) or re-enactment, and (ii) to an agreement shall be construed as a reference to such agreement as it may be amended from time to time.
- (e) In this LA Amendment Deed, the headings and the Table of Contents are inserted for convenience of reference only and shall not affect the interpretation of this LA Amendment Deed.
- (f) In this LA Amendment Deed, any reference to "law" means any law (including, any common or customary law) and any treaty, constitution, statute, legislation, decree, normative act, rule, regulation, judgment, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which has the force of law or the compliance with which is in accordance with general practice in such jurisdiction.
- (g) In this LA Amendment Deed, any reference to a provision of law, is a reference to that provision as from time to time extended, supplemented, restated, amended or re-enacted or replaced and includes any subordinate legislation and any binding judicial or administrative interpretation thereof.
- (h) In this LA Amendment Deed, a reference to a "person" includes any person, natural or juridical entity, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing and references to a "person" include its successors in title, permitted transferees and permitted assigns.
- (i) In this LA Amendment Deed, "including" and "include" shall be deemed to be followed by "without limitation" where not so followed.
- (j) This LA Amendment Deed shall constitute a "Financing Agreement" for the purposes of the Loan Agreement.
- (k) The term "Agreement" as used in the Loan Agreement and all other references to the Loan Agreement in the instruments and agreements executed in connection therewith including, without limitation, in all Financing Agreements and Project Agreements shall for all purposes refer to the Loan Agreement as amended by this LA Amendment Deed.
- (l) The Loan Agreement and this LA Amendment Deed shall be read and construed as a single document.

- (m) Save to the extent that this LA Amendment Deed expressly requires otherwise, nothing in this LA Amendment Deed shall operate as a waiver, variation or amendment of the EBRD's rights under the Loan Agreement.

ARTICLE II AMENDMENT OF THE LOAN AGREEMENT

Section 2.01. Amendments

With effect on and from the Effective Date (as such term is defined in Section 2.02 (*Conditions for the Effective Date*)), the Loan Agreement shall be amended by the amendments set out below:

- (a) The definitions of "Commitment Period" and "Project" provided under Section 1.01 (*Definitions*) of the Loan Agreement are hereby deleted in their entirety and replaced with the following:

"Commitment Period" means: the period commencing on the date of this Agreement and terminating on 30 June 2020."

"Project" means:

- (a) the co-financing of the procurement contracts for water and wastewater rehabilitation works co-financed with the cohesion funds, procured pursuant to the procurement plan attached as Schedule 3 Part 1 (*Procurement Plan for Contracts Co-financed with Cohesion Funds*) of this Agreement provided that: (i) such contracts are not awarded based on the nationality of the tenderer or the country of origin, or foreign content of the goods criteria; and (ii) EBRD shall not finance the VAT under the contracts listed in Schedule 3 Part 1 (*Procurement Plan for Contracts Co-financed with Cohesion Funds*) of this Agreement; and
- (b) the financing of the procurement contracts for water and/or wastewater investments which are not co-financed with the cohesion funds, to be procured pursuant to the procurement plan attached as Schedule 3 Part 2 (*Procurement Plan for Contracts Not Co-financed with Cohesion Funds*) of this Agreement and in accordance with the Procurement Policies and Rules, provided that EBRD shall not finance the VAT under the contracts listed in Schedule 3 Part 2 (*Procurement Plan for Contracts Not Co-financed with Cohesion Funds*) of this Agreement."

- (b) The following new definitions shall be inserted in Section 1.01 (*Definitions*) of the Loan Agreement in appropriate alphabetical order:

""Deed of Amendment No. 3" means the deed of amendment no. 3 to this Agreement between EBRD and the Borrower which amended certain terms of this Agreement."

""Deed of Amendment No. 3

Effective Date" means the date on which the amendments to this Agreement contemplated in the Deed of Amendment No. 3 became effective in accordance with Section 2.02 of the Deed of Amendment No. 3."

""Procurement Policies and Rules" means the procurement rules for public sector operations under the Procurement Policies and Rules for Projects Financed by the European Bank for Reconstruction and Development, as amended from time to time."

- (c) In Section 2.01 (d) of the Loan Agreement after paragraph (c) a new paragraph (d) having the following content will be inserted:

"(d) **VAT.** Any VAT charged in respect of the contracts listed in Schedule 3 Part 1 of this Agreement (*Procurement Plan for Contracts Co-financed with Cohesion Funds*) and in Schedule 3 Part 2 of this Agreement (*Procurement Plan for Contracts Not Co-financed with Cohesion Funds*) will be paid by the Borrower and its Shareholders from any sources other than the Loan. "

- (d) Section 2.03 (c)(1) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"(c) **Governmental Authorisations.** No Authorisations from any Governmental Authority are required for:

(1) the due execution, delivery or performance by the Borrower of any Financing Agreement, or the validity or enforceability thereof (except for (i) the notification of this Agreement with the National Bank of Romania pursuant to Norm No. 17/2002 (as amended) issued by the National Bank of Romania);"

- (e) Section 3.02 (c) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"(c) The proceeds of the Loan shall be used by the Borrower to finance:

- (1) up to (x) 12% of the contract value (VAT exclusive) of each procurement contract as specified in Phase 1 of the procurement plan contemplated in Schedule 3 Part 1 (*Procurement Plan for Contracts Co-financed with Cohesion Funds*) hereto and (y) 15% of the contract value (VAT exclusive) of each procurement contract as specified in Phase 2 of the Procurement Plan contemplated in Schedule 3 Part 1 (*Procurement Plan for Contracts Co-financed with Cohesion Funds*) hereto or any other contract co-financed with cohesion funds agreed by EBRD provided that, in both cases, such contract was not awarded based on the nationality of the tenderer or the country of origin, or foreign content of the goods criteria; or
- (2) up to 100% of the contract value (VAT exclusive) of each procurement contract as specified in Schedule 3 Part 2 (*Procurement Plan for Contracts Not Co-financed with Cohesion Funds*) hereto or any other contract not co-financed with cohesion funds agreed by EBRD, and, in both cases, procured in accordance with the Procurement Policies and Rules.

In the event there are loan savings under the Loan, EBRD will work together with the Borrower to devise possible ways for the Borrower to utilise such savings, subject to EBRD obtaining all applicable internal approvals."

- (f) Section 3.04 (a) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"Section 3.04. Charges, Commissions and Fees

- (a) The Borrower shall pay to EBRD during the Commitment Period (except for the period commencing on 13 May 2015 and ending on the calendar day falling immediately before the Deed of Amendment No. 3 Effective Date) a commitment fee on so much of the Loan as has not, from time to time, been disbursed to the Borrower or cancelled, as follows:

Relevant Period	Commitment Fee Rate
between 12 May 2013 and 11 May 2014	0.50% per annum
between 12 May 2014 and 12 May 2015	0.60% per annum
between 13 May 2015 and the calendar day falling immediately before the Deed of Amendment No. 3 Effective Date	no commitment fee

starting from the Deed of Amendment No. 3 0.50% per annum
Effective Date until the expiry of the
Commitment Period

The commitment charge shall accrue from day to day from the date which is the first anniversary of this Agreement. The commitment charge shall be calculated on the basis of the actual number of days elapsed in the relevant period and a 360-day year and shall be due and payable in arrears on each Interest Payment Date (even though no interest may be payable on such date)."

- (g) The preamble of Section 4.02 and the paragraphs(a) and (h) of Section 4.02 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"Section 4.02. All Disbursements

The obligation of EBRD to make any Disbursement shall also be subject to the fulfilment, in form and substance satisfactory to EBRD, or at the sole discretion of EBRD the waiver, whether in whole or part and whether subject to conditions or unconditional, of the conditions that, on the date of the Borrower's application for such Disbursement and on the date of such Disbursement (including, at EBRD's sole discretion, certified English translations of documents executed in languages other than the English language):

(a) **Continuing Validity of Documents.** All agreements, documents and instruments delivered to EBRD pursuant to Sections 4.01 or for the effectiveness of any deed of amendment concluded in connection with this Agreement, as the case may be, shall be in full force and effect and unconditional (except for this Agreement having become unconditional, if that is a condition of any such agreement, document or instrument).

(h) **Pro-rata Funding.** EBRD shall have received the evidence that:

(1) with respect to the Disbursements under the Loan in relation to contracts co-financed with cohesion funds:

(i) the amounts disbursed by EBRD under the Loan will not be used by the Borrower to finance more than (x) 12% of the contract value (VAT exclusive) of each procurement contract as specified in Phase 1 of the procurement plan contemplated in Schedule 3 Part 1 (*Procurement Plan for Contracts Co-financed with Cohesion Funds*) hereto and (y) 15% of the contract value (VAT exclusive) of each procurement contract as specified in Phase 2 of the procurement plan contemplated in Schedule 3 Part 1 (*Procurement Plan for Contracts Co-financed*

with Cohesion Funds) hereto or any other contract co-financed with cohesion funds agreed by EBRD; and

- (ii) none of the procurement contracts specified in Schedule 3 Part 1 (*Procurement Plan for Contracts Co-financed with Cohesion Funds*) hereto or any other contract agreed by EBRD to be financed with the Loan was awarded based on the nationality of the tenderer or the country of origin, or foreign content of the goods criteria; and
- (2) with respect to the Disbursements under the Loan made in relation to contracts not co-financed with cohesion funds, each of the procurement contracts specified in Schedule 3 Part 2 (*Procurement Plan for Contracts Not Co-financed with Cohesion Funds*) hereto or any other contract agreed by EBRD to be financed from the Loan was awarded with the observance of the Procurement Policies and Rules."
- (h) Section 5.16 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"Section 5.16. Procurement

Except as EBRD shall otherwise agree, the Borrower shall ensure that all goods, works and services required for the Project and to be financed out of the proceeds of the Loan are procured:

- (a) as regards contracts co-financed with cohesion funds, in compliance with Emergency Government Ordinance No. 34/2006 on the awarding of public procurement agreements, public works concession agreements and public services concession agreements and subsequent implementation norms, as amended or replaced by any relevant legislation from time to time; and
- (b) as regards contracts not co-financed with cohesion funds, in compliance with the Procurement Policies and Rules, and the following shall apply:
 - (i) goods, works and services (other than consultants' services which are included within Section 5.16 (b)(iii)) shall be procured through open tendering;
 - (ii) for the purpose of Section 5.16(b)(i), the procedures for open tendering are set out in Section 3 of the Procurement Policies and Rules;
 - (iii) consultants to be employed by the Borrower to assist in carrying out the Project shall be selected in accordance with the procedures set out in Section 5 of the Procurement Policies and Rules; and
 - (iv) all such contracts shall be subject to the review procedures set out in the Procurement Policies and Rules and shall be subject to prior review by EBRD."
- (i) Section 6.15 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"Section 6.15. Contract Value Limitation

The proceeds of the Loan shall not be used by the Borrower to finance more than: (x) 12% of the contract value (VAT exclusive) of each procurement contract as specified in Phase 1 of the procurement plan contemplated in Schedule 3 Part 1 (*Procurement Plan for Contracts Co-financed with Cohesion Funds*) hereto and (y) 15% of the contract value (VAT exclusive) of each procurement contract as specified in Phase 2 of the procurement plan contemplated in Schedule 3 Part 1 (*Procurement Plan for Contracts Co-financed with Cohesion Funds*) hereto or any other contract co-financed with cohesion funds agreed by EBRD. For the avoidance of any doubt, the proceeds of the Loan can be used by the Borrower to finance up to 100% of the contract value (VAT exclusive) of each procurement contract as specified in Schedule 3 Part 2 (*Procurement Plan for Contracts Not Co-financed with Cohesion Funds*) hereto or any other contract not co-financed with cohesion funds agreed by EBRD, and, in both cases, procured in accordance with the Procurement Policies and Rules."

- (j) Schedule 3 (*Procurement Plan*) of the Loan Agreement is hereby amended by deleting its content in its entirety and replacing it with the content of Annex 1 to this LA Amendment Deed.
- (k) Exhibit A (*Form of Disbursement Application*) of the Loan Agreement is hereby deleted in its entirety and replaced with the new Exhibit A (*Form of Disbursement Application*), in form and substance as provided in Annex 2 to this LA Amendment Deed.

Section 2.02. Conditions for the Effective Date

This LA Amendment Deed shall become effective on the date on which EBRD confirms to the Borrower that it has received each of the documents and other evidence listed below in a form and substance satisfactory to EBRD, or at the sole discretion of EBRD, EBRD has waived, whether in whole or part and whether subject to conditions or unconditionally, the receipt of the following documents and evidence (including, at EBRD's sole discretion, certified English translations of documents executed in languages other than the English language) (the "**Effective Date**"):

- (a) **Financing Agreements.** EBRD must have received duly executed originals of this LA Amendment Deed.
- (b) **Charters.** EBRD must have received:
 - (1) certified copies of the Charter of the Borrower (as registered with the Romanian Commercial Registry) and, at the request of EBRD, of any other parties to the Financing Agreements and the Project Agreements, each as amended to date;
 - (2) an original certificate of corporate good standing (in Romanian *certificat constatator*) of the Borrower issued by the Romanian Commercial Registry (not older than three Business Days prior to the date of this LA Amendment Deed) evidencing, among other things: (i) the registration of the general manager (in Romanian *director general*) of the Borrower with the

Romanian Commercial Registry; and (ii) the appointed members (which shall be in odd number, but in any event not less than 5) of the Borrower's board of directors as at the date of such certificate;

- (3) original Romanian Commercial Registry excerpt indicating that no proceeding act has been published in the Bulletin for Insolvency Proceedings (in Romanian *Buletinul Procedurilor de Insolvență*) with respect to the Borrower (not older than three Business Days prior to the date of this LA Amendment Deed); and
 - (4) original extract (in Romanian *extras*) issued by the Romanian Commercial Registry pursuant to Article 9(3) of Law 359/2004, confirming that the Borrower is operational as at the date of such extract (not older than three Business Days prior to the date of this LA Amendment Deed).
- (c) **Corporate Authorisations.** EBRD must have received certified copies of all corporate Authorisations (including board of directors resolutions and minutes of the meeting) and any documents necessary for the due execution, delivery and performance of this LA Amendment Deed, and any other documents in implementation thereof, by the Borrower and the City, and, at the request of EBRD, any other parties thereto, and for the transactions contemplated thereby, including the authorisations of the persons signing this LA Amendment Deed to sign such document and to bind the respective parties thereby.
- (d) **Governmental and Other Authorisations.** EBRD must have received certified copies of all Authorisations, including creditors' consents, necessary for the execution, delivery and performance of this LA Amendment Deed by the Borrower and the City, as the case may be, and, at the request of EBRD, any other parties thereto, and for the transactions contemplated thereby.
- (e) **Fees and Expenses.** EBRD shall have received payment of all amounts due and owing to it under the Financing Agreements, including all fees and expenses described in Section 3.04 and Section 5.14 of the Loan Agreement and all legal fees and expenses incurred by EBRD in connection with the assessment, preparation, review, negotiation, execution and, where appropriate, registration and notarisation of this LA Amendment Deed or any other document related hereto.

Section 2.03. Continuance of Financing Agreements

- (a) The provisions of the Loan Agreement shall, save as amended by this LA Amendment Deed, continue in full force and effect.
- (b) Except as otherwise provided in this LA Amendment Deed, the Financing Agreements will remain in full force and effect. Without limiting the generality of the foregoing, neither the entry into this LA Amendment Deed nor the making of the amendments set out in Section 2.01 are intended to, and shall not adversely affect or prejudice the existence and enforceability of, any rights under any Financing Agreement or Project Agreement existing prior to the date of this LA Amendment Deed. Such rights shall continue in full force and effect.

ARTICLE III REPRESENTATIONS AND WARRANTIES

- (a) The Borrower confirms to EBRD that on the date of this LA Amendment Deed all representations and warranties set out in Sections 2.01 (*Representations Regarding the Project*), 2.02 (*Representations Regarding the Borrower*) and 2.03 (*Representations Regarding the Agreements*) of the Loan Agreement, other than the representations and warranties specified as provided as of the date of the Loan Agreement:
- (1) are true; and
 - (2) would also be true if references to the Loan Agreement were construed as references to the Loan Agreement as if amended by this LA Amendment Deed.

The representations and warranties of the Borrower mentioned above shall be deemed to be repeated on the Effective Date, with respect to the facts and circumstances then existing.

- (b) The Borrower acknowledges that it has made the representations and warranties referred to in paragraph (a) above with the intention of inducing EBRD to enter into this LA Amendment Deed and that EBRD has entered into this LA Amendment Deed on the basis of, and in full reliance on, each of such representations and warranties. The Borrower warrants that it has no knowledge of any additional facts or matters the omission of which makes any of such representations and warranties misleading or which would or might reasonably be expected to affect the judgment of a prospective lender regarding lending to the Borrower.

ARTICLE IV MISCELLANEOUS

Section 4.01. Incorporation of Terms

The provisions of Sections 8.02. (*Entire Agreement; Amendment and Waiver*), 8.03 (*Notices*), 8.04. (*English Language*), 8.13. (*Disclosure*), and 8.15. (*Counterparts*) of the Loan Agreement shall be deemed to be incorporated in this LA Amendment Deed *mutatis mutandis*.

Section 4.02. Rights, Remedies and Waivers

- (a) The rights and remedies of EBRD in relation to any misrepresentations or breach of warranty on the part of the Borrower shall not be prejudiced by any investigation by or on behalf of EBRD into the affairs of the Borrower, by the execution or the performance of this LA Amendment Deed or by any other act or thing which may be done by or on behalf of EBRD in connection with this LA Amendment Deed and which might, apart from this Section, prejudice such rights or remedies.
- (b) No course of dealing and no delay in exercising, or omission to exercise, any

right, power or remedy accruing to EBRD upon any default under this LA Amendment Deed or any other agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence therein. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No action of EBRD in respect of any such default, or acquiescence by it therein, shall affect or impair any right, power or remedy of EBRD in respect of any other default.

- (c) The rights and remedies provided in this LA Amendment Deed and the other Financing Agreements are cumulative and not exclusive of any other rights or remedies, whether provided by applicable law or otherwise.

Section 4.03. Fees, Costs, Expenses and Taxes

- (a) The Borrower shall, whether or not the Effective Date occurs in accordance with Section 2.02 (*Conditions for the Effective Date*) hereof and within 21 days of EBRD furnishing to the Borrower the invoice therefore, pay to EBRD or as EBRD may direct, on demand, all fees, costs and expenses (including, legal fees and expenses) incurred by EBRD:
 - (1) in connection with the assessment, preparation, review, negotiation, execution and, where appropriate, registration and notarisation of this LA Amendment Deed or any other document related hereto;
 - (2) in connection with the giving of any legal opinions hereunder; and
 - (3) in respect of the preservation or enforcement of any of its rights under this LA Amendment Deed and the collection of any amount owing to EBRD.
- (b) The Borrower shall pay all Taxes payable on, or in connection with, the execution, issue, delivery, registration or notarisation of this LA Amendment Deed, or any other document related hereto. Upon notice from EBRD, the Borrower shall pay to EBRD, or reimburse EBRD for, an amount equal to any such Taxes levied on or paid by EBRD.

Section 4.04. Indemnification

- (a) The Borrower assumes full liability for, and agrees to and shall indemnify and hold harmless EBRD and its officers, directors, employees, agents and servants against and from, any and all liabilities, obligations, losses, damages (compensatory, punitive or otherwise), penalties, claims, actions, taxes, suits, costs and expenses (including reasonable legal counsel's fees and expenses and costs of investigation) of whatsoever kind and nature, including, without prejudice to the generality of the foregoing, those arising in contract or tort (including negligence) or by strict liability or otherwise, which are imposed on, incurred by or asserted against EBRD or any of its officers, directors, employees, agents or servants (whether or not also indemnified by any other person under any other document) and which in any way relate to or arise out of, whether directly or indirectly:

- (1) any of the transactions contemplated by this LA Amendment Deed or its execution, delivery or performance;
- (2) the operation or maintenance of the Borrower's facilities or the ownership, control or possession thereof by the Borrower; or
- (3) the exercise by EBRD of any of its rights and remedies under this LA Amendment Deed;

provided that EBRD shall not have any right to be indemnified hereunder for its own gross negligence or wilful misconduct.

- (b) The Borrower acknowledges that EBRD is entering into this LA Amendment Deed, and has acted, solely as a lender, and not as an advisor, to the Borrower. The Borrower represents and warrants that, in entering into this LA Amendment Deed, it has engaged, and relied upon advice given to it by, its own legal, financial and other professional advisors and it has not relied on and will not hereafter rely on any advice given to it by EBRD.

Section 4.05. Governing Law and Dispute Resolution

- (a) This LA Amendment Deed shall be governed by and construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this LA Amendment Deed shall be governed by and construed in accordance with English law.
- (b) Any dispute, controversy or claim arising out of or relating to (1) this LA Amendment Deed, (2) the breach, termination or invalidity hereof or (3) any non-contractual obligations arising out of or in connection with this LA Amendment Deed shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. There shall be one arbitrator and the appointing authority shall be LCIA (London Court of International Arbitration). The seat and place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. The Parties hereby waive any rights under the Arbitration Act 1996 or otherwise to appeal any arbitration award to, or to seek determination of a preliminary point of law by, the courts of England. The arbitral tribunal shall not be authorised to grant, and the Borrower agrees that it shall not seek from any judicial authority, any interim measures or pre-award relief against EBRD, any provisions of the UNCITRAL Arbitration Rules notwithstanding. The arbitral tribunal shall have authority to consider and include in any proceeding, decision or award any further dispute properly brought before it by EBRD (but no other party) insofar as such dispute arises out of this LA Amendment Deed or any other Financing Agreement, but, subject to the foregoing, no other parties or other disputes shall be included in, or consolidated with, the arbitral proceedings. In any arbitral proceeding, the certificate of EBRD as to any amount due to EBRD under this LA Amendment Deed or any other Financing Agreement shall be *prima facie* evidence of such amount.
- (c) Notwithstanding Section 4.05(b), this LA Amendment Deed and the other Financing Agreements, and any rights of EBRD arising out of or relating to this

LA Amendment Deed or any other Financing Agreement, may, at the option of EBRD, be enforced by EBRD in the courts of England, Romania or in any other courts having jurisdiction. For the benefit of EBRD, the Borrower hereby irrevocably submits to the non-exclusive jurisdiction of the courts of England with respect to any dispute, controversy or claim arising out of or relating to this LA Amendment Deed or any other Financing Agreement, or the breach, termination or invalidity hereof or thereof. Failure by a process agent to notify the Borrower of the process will not invalidate the proceedings concerned. The Borrower hereby irrevocably consents to the service of process or any other legal summons out of such courts by mailing copies thereof by registered airmail postage prepaid to its address specified herein. The Borrower covenants and agrees that, so long as it has any obligations under this LA Amendment Deed, it shall maintain a duly appointed agent to receive service of process and any other legal summons in England for purposes of any legal action or proceeding brought by EBRD in respect of this LA Amendment Deed or any other Financing Agreement and shall keep EBRD advised of the identity and location of such agent. Nothing herein shall affect the right of EBRD to commence legal actions or proceedings against the Borrower in any manner authorised by the laws of any relevant jurisdiction. The commencement by EBRD of legal actions or proceedings in one or more jurisdictions shall not preclude EBRD from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not. The Borrower irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal action or proceeding and any claim it may now or hereafter have that any such legal action or proceeding has been brought in an inconvenient forum.

Section 4.06. Privileges and Immunities of EBRD

Nothing in this LA Amendment Deed shall be construed as a waiver, renunciation or other modification by EBRD of any immunities, privileges or exemptions accorded under the Agreement Establishing EBRD, international convention or any applicable law. Notwithstanding the foregoing, EBRD has made an express submission to arbitration under Section 4.05(b) and accordingly, and without prejudice to its other privileges and immunities (including, without limitation, the inviolability of its archives), it acknowledges that it does not have immunity from suit and legal process under Article 5(2) of Statutory Instrument 1991, No. 757 (The European Bank for Reconstruction and Development (Immunities and Privileges) Order 1991), or any similar provision under English law, in respect of the enforcement of an arbitration award duly made against it as a result of its express submission to arbitration pursuant to Section 4.05(b).

Section 4.07. Waiver of Sovereign Immunity

The Borrower represents and warrants that this LA Amendment Deed is commercial rather than public or governmental act and that the Borrower is not entitled to claim immunity from legal proceedings with respect to itself or any of its assets (except for the assets that are part of the public domain as defined in accordance with the Romanian legislation) on the grounds of sovereignty or otherwise under any law or in any jurisdiction where an action may be brought for the enforcement of any of the obligations arising under or relating to this LA Amendment Deed. To the extent that the

Borrower or any of its assets (except for the assets that are part of the public domain as defined in accordance with the Romanian legislation) has or hereafter may acquire any right to immunity from set-off, legal proceedings, attachment prior to judgment, other attachment or execution of judgment on the grounds of sovereignty or otherwise, the Borrower hereby irrevocably waives such rights to immunity in respect of its obligations arising under or relating to this LA Amendment Deed.

Section 4.08. Successors and Assigns; Third Party Rights

- (a) This LA Amendment Deed shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto, except that the Borrower may not assign or otherwise transfer all or any part of its rights or obligations under this LA Amendment Deed without the prior written consent of EBRD.
- (b) EBRD may sell, transfer, assign, novate or otherwise dispose of all or part of its rights or obligations under this LA Amendment Deed and the other Financing Agreements, (including, by granting of Participations or otherwise). Notwithstanding the above, the above mentioned sale, transfer, assignment, novation or disposal in relation to the Loan can be made by EBRD only after the termination of the Commitment Period for the Loan or the full disbursement of the Loan, whichever is earlier.
- (c) Except as provided in Section 4.08(a) or 4.08(b), none of the terms of this LA Amendment Deed are intended to be enforceable by any third party.

Section 4.09. Effect as a Deed

This LA Amendment Deed shall have effect as a deed notwithstanding the fact that any Party may execute this LA Amendment Deed under hand.

Section 4.10. Further Assurances

The Borrower shall, at the request of EBRD and at its own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this LA Amendment Deed.

Section 4.11. Severability

If at any time any one or more of the provisions in this LA Amendment Deed is or becomes invalid, illegal or unenforceable in any respect under any law or regulation, the validity, legality and enforceability of the remaining provisions of this LA Amendment Deed shall not be in any way affected or impaired thereby.

Section 4.12. Governing Language

This LA Amendment Deed shall be executed in six (6) original versions three (3) of which original versions shall be in the English language, two (2) originals for EBRD and one (1) for the Borrower, and three (3) of which original versions shall be in the Romanian language, two (2) originals for EBRD and one (1) for the Borrower. In the event of any discrepancy or inconsistency between the English and Romanian language versions of this LA Amendment Deed, the terms of the English language versions shall prevail and be governing between the Parties.

By signing this LA Amendment Deed and for the purpose of Article 1203 of the Romanian Civil Code, the Borrower, also declares that it expressly agrees with the clauses of this LA Amendment Deed, including with all the provisions in this LA Amendment Deed on limitation of liability, unilateral termination, suspension of the performance of obligations, loss of right or term, limitation of right to challenge, limitation of contractual freedom, silent renewal, governing law and choice of jurisdiction, including, but not limited to, clauses of Article II, Section 4.01., Section 4.02., Section 4.04., Section 4.05., Section 4.06., Section 4.07., Section 4.08. and Section 4.10. of this LA Amendment Deed.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorised representatives, have caused this LA Amendment Deed to be executed and delivered on the date first above written.

**EXECUTED as a DEED on behalf of
COMPANIA DE APA S.A.** incorporated in Romania

By: _____

Name: Mr. Tescaru Ionel

Title: General Manager

in the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By: _____

Name:

Title:

ANNEX 1

**SCHEDULE 3
PART 1
PROCUREMENT PLAN FOR
CONTRACTS CO-FINANCED WITH COHESION FUNDS**

A	B	C	D	E	F	G	H	I	
No.	Code	Contract Description	*) Final Value (EUR)	Contract Type	**) Procurement Method	Indicative Portion Financed by EBRD (Up to 12%)	Disbursed amount	Contract signature date	Contract end date
Phase I									
1	CL1 - Modernization of water and sewage systems in Buzau and Nehoiu	Buzau-Construction of a new sewer collector -3.7 Km. Nehoiu-Rehabilitation of drinking water treatment plant Siriu Nehoiu - Construction of pumping stations for water network,- 2 pcs Nehoiu -water network extension - 9.3 Km Nehoiu-Extension and rehabilitation of sewer networks 33 Km. (30.2 Km. extension, 2.8 Km. rehabilitation)	13,394,716.41	Works Red FIDIC	Open tender-Alternative	1,221,598.14	1,284,064.07	11.06.2012	03.11.2015
2	CL2 - Modernization of water systems Rimnicu Sarat (Part I), Pogoanele and Patarlagele	Rm. Sarat-Voetin-Rehabilitation of 5 well fields and construction of 2 well fields Rm. Sarat -Voetin- rehabilitation of chlorination plant (Q = 160 l / s) Pogoanele - construction of a new treatment plant (Q = 25 l / s) Patarlagele-Rehabilitation of Zagastru well field (Q = 20 l / s)	2,586,842.77	Works Yellow FIDIC	Open tender-Alternative	235,920.06	235,920.06	13.08.2012	29.09.2015
3	CL3 - Modernization of water and sewage systems in Rimnicu Sarat	Rm. Sarat - Extension of water networks-9.7 Km. Rm. Sarat - Extension and rehabilitation of sewage networks 41.8 Km. (10.5 Km. rehabilitation, 31.3 Km. extension) Rm. Sarat -Construction of wastewater pumping stations, 14 pcs.	10,616,729.19	Works Red FIDIC	Open tender-Alternative	968,245.70	952,318.43	13.11.2012	04.09.2015
4	CL4 - Modernization of water and waste water treatment systems in Buzau and Rimnicu Sarat (Part II)	Rm. Sarat - Rehabilitation of treatment plants by introducing facilities for iron removal - Topliceni (Q = 6 l / s), Plevna (Q = 11 l / s) and Valea Rimnicului (Q = 9 l / s). Rm. Sarat -Rehabilitation of WWTP in Rm. Sarat (PE = 81,320) -extension of Buzau WWTP (. Tertiary), PE = 235,000	14,980,604.59	Works Yellow FIDIC	Open tender-Alternative	1,366,231.14	1,366,231.14	31.01.2012	10.11.2015
5	CL5 - Modernization of water and sewage systems in Pogoanele and Patarlagele	Patarlagele - Rehabilitation of Zagastru pumping station (Q = 33 l / s) Patarlagele - Construction of Muscel tank (V = 150 m3) Patarlagele - Construction of Muscel pumping station (Q = 3 l / s) Patarlagele - extension of distribution network 12km. Patarlagele - extension of sewerage network - 15 km. Pogoanele - rehabilitation of 2 wells, construction of 3 well fields Pogoanele - adduction rehabilitation - 1.8 Km. Pogoanele-rehabilitation and extension of distribution network 22 Km. (3.2 Km. rehabilitation and 18.8 Km extension) Pogoanele- Extension and rehabilitation of sewer networks 22.4 Km. (21.7 Km. - extension and 0.7 Km rehabilitation)	13,548,083.23	Works Red FIDIC	Open tender - Alternative	1,235,585.19	1,360,143.56	12.02.2013	04.11.2015
6	CL6 - Modernization of waste water treatment systems Nehoiu, Pogoanele, Patarlagele	Nehoiu - Construction of wastewater treatment plant (PE = 11,150) Patarlagele - Rehabilitation of wastewater treatment plant (PE = 4.794) Pogoanele - Rehabilitation of wastewater treatment plant (PE = 8808)	7,001,858.18	Works Yellow FIDIC	Open tender - Alternative	638,569.47	642,132.93	31.07.2012	03.12.2015
7	CS1 - Technical assistance for project Implementation	Technical assistance for project Implementation	1,996,219.81	Consulting Services	Open tender - Alternative	182,055.25	191,747.28	05.05.2011	07.12.2015
8	CS2 - Technical assistance for works supervision	Supervision for works contract CL1, CL2, CL3, CL4, CL5, CL6	2,824,600.44	Consulting Services	Open tender - Alternative	257,603.56	271,659.64	26.07.2011	08.12.2015
9	CS3 - Audit Services	Financial audit services	27,880.87	Consulting Services	Open tender - Alternative	2,542.74	2,542.74	19.08.2013	15.12.2015
Other costs (salaries for the piu, contingencies, permits, price adjustments, publicity and savings)			742,419.04			67,708.62	0.00		
Sub-total [Phase I] EBRD co-financing			67,719,954.52			6,176,059.85	6,306,759.85		
Phase II									
No.	Code	Contract Description	Estimated Value (EUR)	Contract Type	Procurement Method	Indicative Portion Financed by EBRD (Up to 15%)	Disbursed amount	Contract signature date	Contract end date
1*	CL1E - drinking water treatment plants in Buzau and Sapoca	New water treatment plants: Buzau (Sud source-Q=100l/s, Zahar source Q=200 l/s, Est Source -Q=40l/s) and Sapoca (Q=20l/s)	10,428,286.57	Works Red FIDIC	Open tender - Alternative	734,798.25	637,158.13	13-Jan-15	20.04.2017
2*	CL 2E- Extension of water distribution networks in Buzau, Vernesti and Spataru	Distribution network – 54 km Adduction – 10,5 km Well fields – 2 pieces Water plant Pumping plant – 1 piece	5,150,548.09	Works Red FIDIC	Open tender - Alternative	616,610.09	771,910.03	15-Jan-15	15.03.2017
3	CF - Contract of Equipments Supply (self-cleaning, loss detection auto-laboratory, truck for sludge transportation).	Self-cleaning sewerage Tipper for sludge transportation – 2 pieces Auto-laboratory for water and wastewater analysis - 1 piece Auto-laboratory for sewerage video inspection – 1 piece Auto-laboratory for video inspection of wells and loss detection – 1 piece	1,150,265.68	Goods	Open tender - Alternative			Aug-15	21.01.2016
4	CS 1E- Works supervision	Works supervision for CL1 and CL2	125,591.41	Supervision services	Open tender - Alternative	20,924.65	20,931.83	Feb-15	20.02.2017
Sub-total [Phase II] EBRD co-financing			16,854,691.75			1,372,332.99	1,429,999.99		
Other costs (audit services, salaries for the piu, contingencies, permits, price adjustments, publicity and savings)			125,161.87			9,878.03		0.081403	
Grand total EUR [Phase II]			16,979,853.63			1,382,211.02			
Grand total EUR (Phase I + Phase II)			84,699,808.15			7,558,270.88	7,736,759.84		
TOTAL EBRD Financing						10,000,000.00	10,000,000.00		
SAVINGS						2,441,729.12	2,263,240.16		
Note:									
*) The contract reflects value on completion, after re-measurement									
**) The contracts have been tendered in accordance with the national procurement legislation									

**SCHEDULE 3
PART 2
PROCUREMENT PLAN FOR
CONTRACTS NOT CO-FINANCED WITH COHESION FUNDS**

1 Nr.	2 Description	3 Estimated contract value *	4 Financing by EBRD *)	5 Financing by others		7 Contract type	8 Procurement method	9 Subject to Selective	Time Schedule				
				Financier	Amount				10 Prequalification Invitation	11 Prequalification results	12 Tender Invitation	13 Contract Award	14 Contract completion
	CapEx												
	Sewer cleaning sewerage trucks - 2 pcs	1,100,000	1,100,000			Goods	Open- EBRD	Yes	N/A	N/A	Jul-18	Feb-19	Apr-20
	Procurement of cold water SMART meters (16,000 pcs)	1,163,077	1,163,077			Goods	Open- EBRD	Yes	N/A	N/A	Jul-18	Feb-19	Apr-20
	Total:	2,263,076.92	2,263,076.92										
	Note:												
	The General Procurement Notice will be published on the Bank's <i>Procurement Opportunities</i> web-site in May 2018												

*) The value excludes the VAT

ANNEX 2

EXHIBIT A - FORM OF DISBURSEMENT APPLICATION

[To Be Typed on Letterhead of the Borrower]

[Date]

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

Attention: Operation Administration Unit

Subject: Operation No. 42129
Disbursement Application No. _____

Dear Sir/Madam:

1. Please refer to the loan agreement dated 12 May 2011 (the "Loan Agreement") between COMPANIA DE APA S.A. (the "Borrower") and European Bank for Reconstruction and Development (the "Bank").
2. Expressions defined in the Loan Agreement bear the same meanings herein.
3. [In respect of contracts specified in Schedule 3 Part 1 (*Procurement Plan for Contracts Co-financed with Cohesion Funds*) or any other contracts co-financed with cohesion funds agreed by EBRD, we attach to this application for Disbursement (i) a completed Contract Summary Sheet indicating the specific contracts which are to be financed from the Disbursement requested herein (together with a detailed breakdown of the aggregate amounts of all past Disbursements against such contracts), (ii) a conformed copy of such contracts, (iii) a summary of all changes and claims during the execution of such contracts, including, but not limited to, information on changes in the terms of the contracts and changes affecting costs and completion time and (iv) a Contract Award Summary Sheet.] [In respect of contracts specified in Schedule 3 Part 2 (*Procurement Plan for Contracts Not Co-financed with Cohesion Funds*) or any other contracts not co-financed with cohesion funds agreed by EBRD, we attach to this application for Disbursement a completed Contract Summary Sheet indicating the specific contracts which are to be financed from the Disbursement requested herein. We confirm that the goods, works and services covered by this Disbursement application have been or are being purchased in accordance with the terms of the Loan Agreement and in compliance with the Item 1.3 of the Environmental and Social Action Plan.]
4. We hereby request the following Disbursement of the Loan in accordance with the provisions of the Loan Agreement:

Currency required: Euro
Amount (in figures and words): _____

Value Date: [As soon as possible, on a date selected by EBRD in its discretion, but not later than]

Payment Instructions (Borrower's Banking Details):

Borrower's Account Name: _____
Borrower's Account Number (IBAN number): _____
Borrower's Bank Name: _____
Borrower's Bank Address: _____

Borrower's Bank Correspondent Details:

Correspondent's Name: _____
Correspondent's Address: _____

Borrower's Bank's Account Name: _____
Borrower's Bank's Account Number (IBAN number): _____
Reference: _____

- 5. For the purposes of Section 4.03 of the Loan Agreement, we hereby represent and warrant that:
 - (a) all agreements, documents and instruments delivered to EBRD pursuant to Sections 4.01, , of the Loan Agreement or for the effectiveness of any deed of amendment concluded in connection with the Loan Agreement, as the case may be, are in full force and effect and unconditional (except for the Loan Agreement having become unconditional, if that is a condition of any such agreement and except for the legal opinions provided under Sections 4.01(j) (2) and (3), which were in full force and effect as of the date of their issuance); (b) the representations and warranties made by the Borrower and the City in the Financing Agreements and Project Agreements and deemed repeated on the date hereof thereunder are true on and as of the date hereof with the same effect as though such representations and warranties had been made on and as of the date hereof;
 - (c) no Default has occurred and is continuing or is imminent;

- (d) the Borrower will not, as a result of such Disbursement, be in violation of its Charter, any provision contained in any agreement or instrument to which the Borrower is a party (including the Loan Agreement) or by which the Borrower is bound or any law applicable to the Borrower;
- (e) nothing has occurred which might have a Material Adverse Effect; and
- (f) the proceeds of such Disbursement are needed by the Borrower for the purposes of the Project. [**Drafting note:** (i) relevant description to be provided for the disbursements under the Loan with the observance of the use of proceeds of the Loan as provided in Section 3.02 (c) and (d) of the Loan Agreement.]

6. [For the purposes of Section 4.02 (h) of the Loan Agreement, we represent and warrant that, at the date of this Disbursement Application and upon giving effect to such Disbursement, the amounts disbursed by EBRD under the Loan for contracts co-financed with cohesion funds will not be used by the Borrower to finance:

(i) more than:

[(x) 12% of the contract value (VAT exclusive) of each procurement contract as specified in Phase 1 of the procurement plan contemplated in Schedule 3 Part 1 (*Procurement Plan for Contracts Co-financed with Cohesion Funds*) of the Loan Agreement and specified in the Contract Summary Sheet attached hereto];

[(y) 15% of the contract value (VAT exclusive) of each procurement contract as specified in Phase 2 of the procurement plan contemplated in Schedule 3 Part 1 (*Procurement Plan for Contracts Co-financed with Cohesion Funds*) to the Loan Agreement and specified in the Contract Summary Sheet hereto]

[Drafting Note: *The provisions in square brackets to be inserted for disbursements, depending on whether the disbursements are made in relation to contracts under Phase 1 and/or Phase 2 of the Procurement Plan.*]

(ii) any procurement contract to be financed from the Disbursement awarded based on the nationality of the tenderer or the country of origin, or foreign content of the goods criteria, as presented in the Contract Award Summary Sheet attached hereto

[Drafting Note: *The version above of paragraph 6 shall be used in case of the disbursement for financing contracts included in Schedule 3 Part 1 (*Procurement Plan for Contracts Co-financed with Cohesion Funds*) to the Loan Agreement.*]

[For the purposes of Section 4.02(h) of the Loan Agreement, we represent and warrant that, at the date of this Disbursement Application and upon giving effect to such Disbursement, the amounts disbursed by EBRD under the Loan for contracts not co-financed with cohesion funds will be used by the Borrower to finance the procurement contracts as specified in Schedule 3 Part 2 (*Procurement Plan for Contracts Not Co-financed with Cohesion Funds*) to the Loan Agreement or other contract agreed with EBRD and, in both cases, procured in accordance with the Procurement Policies and Rules.

[Drafting Note: The version above of paragraph 6 shall be used in case of the disbursement for financing contracts included in Schedule 3 Part 2 (Procurement Plan for Contracts Not Co-financed with Cohesion Funds) to the Loan Agreement.]

7. The representations and warranties made in paragraphs 5 and 6 above will continue to be true on and as of the date of such Disbursement with the same effect as though such representations and warranties had been made on and as of the date of such Disbursement. If any such representation or warranty is no longer true on or prior to or as of the date of such Disbursement, we shall immediately notify EBRD and shall, upon demand by EBRD, repay any amount which has been or is disbursed by EBRD in respect of such Disbursement.
8. This Disbursement Application is a Financing Agreement for the purposes of the Loan Agreement. This Disbursement Application and any non-contractual obligation arising out of or in connection with it are governed by English law and Article VIII (*Miscellaneous*) of the Loan Agreement shall apply mutatis mutandis.

Yours faithfully,

COMPANIA DE APA S.A.

By: _____
Authorised Representative

ATTACHMENT 1 TO EXHIBIT A - FORM OF CONTRACT SUMMARY SHEET¹

Date

Operation Number

Disbursement Application Number

Contract No.	Contract date	Name of Contract	Contractor name	Contractor Address	Contract Price	Contract Currency	Contract type	Current Disbursement Application (Amount claimed under this application)	FX Rate Loan Currency	Amount in Loan Currency	Previous Disbursement Application (Amount in Loan Currency)	Cumulative Payments in Loan Currency	Cumulative Payments in contract currency	% of contract price	Variations (purpose, time for completion, contract price)	Remarks
			TOTAL													

¹ To be used in respect of contracts specified in Schedule 3 Part 1 (*Procurement Plan for Contracts Co-financed with Cohesion Funds*) or any other contracts co-financed with cohesion funds agreed by EBRD.

ATTACHMENT TO EXHIBIT A - FORM OF CONTRACT SUMMARY SHEET²

Date:

Operation Number:

Disbursement Application Number

Planned Payments to be made from this Disbursement

First contract name/number				
Name of Contractor				
Currency of Contract				
Amount of Contract:				
Date of Contract				
Invoice number	Invoice amount (in currency of contract)	Invoice Date	Exchange Rate 1/	Amount of disbursement (in loan currency)
<i>Extend list as required</i>				
Subtotal				0

1/ contract currency/loan currency at date payment

Second contract name/number				
Name of Contractor				
Currency of Contract				
Amount of Contract:				
Date of Contract				
Invoice number	Invoice amount (in currency of contract)	Invoice Date	Exchange Rate 1/	Amount of disbursement (in loan currency)
<i>Extend list as required</i>				
Subtotal				0

1/ contract currency/loan currency at date of payment

Repeat as required for each contract

Grand total this disbursement				0
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² To be used in respect of contracts specified in Schedule 3 Part 2 (*Procurement Plan for Contracts Not Co-financed with Cohesion Funds*) or any other contracts not co-financed with cohesion funds agreed by EBRD.

Attachment 2 to Exhibit A – Form of CONTRACT AWARD SUMMARY SHEET

Contract No.:	
Description:	
General	
Estimated contract value before tendering:	
Procurement method used:	
Tendering	
Date of tender notice:	
Date of receipt of the tenders:	
Number of tenders received:	
Names of tenderers and tender price offered:	
Tenders rejected based on nationality of the tenderers or origin of goods or services ³ :	
Number of complaints:	
Names and nationality of complainants and substance of complaints:	
Result of complaints:	
Final authority which decided on complaints:	
Contracting	
Name of successful tenderer:	
Contract value at award:	
Dates of contract award and signing of the contract:	
Date of expected contract completion:	

³ Please specify if any tender was rejected or refused award solely due to the nationality of the tenderer or the origin of the goods or services and provide details.