



Европейска инвестиционна банка
Evropská investiční banka
Den Europæiske Investeringsbank
Europäische Investitionsbank
Euroopa Investeeringuspank
Ευρωπαϊκή Τράπεζα Επενδύσεων
European Investment Bank
Banco Europeo de Inversiones
Banque européenne d'investissement
An Banc Eorpach Infheistíochta
Evropska investičjska banka
Banca europea per gli investimenti

Eiropas Investīciju banka
Europos investicijų bankas
Európai Beruházási Bank
Bank Europeu tal-Investiment
Europese Investeringsbank
Europejski Bank Inwestycyjny
Banco Europeu de Investimento
Banca Europeană de Investiții
Európska investičná banka
Evropska investičjska banka
Euroopan investointipankki
Europeiska Investeringsbanken

BY COURIER

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

For the attention of Public Debt Department

EXP BEI-EIB
B 017444 10.SEP 21

Luxembourg, 9 September 2021

JU OPS/OEU-B/VD/LC/lf/2021-2000

EIB- Corporate use

Ref.: **Fruit Garden of Moldova**
(SERAPIS N° 2014-0041 - FI N° 83.887 (MD))

Finance contract between the Republic of Moldova (the "Borrower") and the European Investment Bank (the "Bank") dated 31 July 2014 as amended from time to time (the "Finance Contract")

Modification to contract N° 3

Dear Sirs,

Capitalised terms used but not defined in this letter (the "Letter") have the meanings given to them in the Finance Contract.

We refer to your request to extend the Final Availability Date by two years, until 27 May 2023.

We agree to extend the Final Availability Date by two years as well as other contractual deadlines; to increase the number of Tranches under the Finance Contract and amend the Finance Contract subject to the terms and conditions set out herein.

1. Amendment

The Finance Contract is hereby amended, with effect from the Effectiveness Date, as follows:

- (a) In the definition section of the Finance Contract, the definition of **Final Availability Date** shall be amended as follows:

"Final Availability Date" means 27 May 2023."

- (b) Article 1.02A (*Tranches*) of the Finance Contract, shall be amended as follows:

"The Bank shall disburse the Credit in up to **35 (thirty-five) Tranches**. The amount of each Tranche, if not being the undrawn balance of the Credit, shall be in a minimum amount of (or equivalent to) EUR 1,000,000 (one million euros). The amount of the first Tranche shall not exceed EUR 24,000,000 (twenty-four million euros) (or its equivalent) and the Bank shall not send the Borrower more than one Disbursement Offer per calendar month and there shall not be more than one disbursement of a Tranche per calendar month under this Finance Contract."

- (c) The first paragraph of Article 1.10 A (*Submission of Sub-Projects*) of the Finance Contract, shall be amended as follows:

"Between the date of this Contract and **31 July 2024 (the "Allocation Period")**, the Borrower shall submit for approval to the Bank one or more allocation requests prepared by it (each, an "Allocation Request"). The Sub-Projects shall be eligible for loan financing

from the Bank pursuant to this Contract, and the Bank's criteria as established from time to time in accordance with the Bank's then prevailing policies and as specified in the Side-Letter from time to time. Such criteria shall be subject to revision on the basis of the parameters applied by the Bank to the type of Sub-Project concerned, provided that such revision may take place only in respect of the funds still to be allocated."

- (d) Article 1.12 (*Reallocation*) of the Finance Contract, shall be amended as follows:
"The Borrower may at its discretion, at any time until the end of the Allocation Period reallocate in accordance with Article 1.10 any part of such Tranche already allocated but in respect of which no disbursement has been made by the Borrower to the Final Beneficiary."
- (e) Paragraph Calendar in Schedule A.1. (*Technical Description*) of the Finance Contract shall be amended as follows:
"The project is expected to be implemented by 31 January 2025."
- (f) The date of delivery of the relevant report to the Bank set out in Schedules A.2.4 and A.2.5 shall be deleted in their entirety and replaced by the following dates: (A) 31 January 2025 for Schedule A.2.4, and (B) 31 January 2028 for Schedule A.2.5.
- (g) Articles 12.1 and 12.2 of Article 12 (*Final clauses*) shall be deleted in their entirety and replaced by the Article 12.1 and 12.2 set out in Annex 1.
- (h) Schedule B (*Definitions of EURIBOR and LIBOR*) of the Finance Contract shall be deleted in its entirety and shall be replaced by Annex 2.

For avoidance of doubt, all other provisions of the Finance Contract:

- (a) remain in full force and effect and valid; and
- (b) apply, without any reservations, waivers or limitations despite the amendments set out herein.

2. Representation

The representations and warranties that are repeated under and pursuant to Article 6.10 (*General Representations and Warranties*) of the Finance Contract are deemed repeated (by reference to the facts and circumstances then existing) by the Borrower (i) on the date the Borrower countersigns this Letter and (ii) on the Effectiveness Date.

3. General

This Letter shall be governed and construed in accordance with English law. The provisions of Article 11.01 (*Governing Law*) and Article 11.02 (*Arbitration*) of the Finance Contract are hereby incorporated into, and made a part of, this Letter as if fully contained herein, *mutatis mutandis* and (without prejudice to the generality thereof) as if reference therein to "this Contract" were to "this Letter".

A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this letter.

The Borrower irrevocably agrees to the extent permitted by applicable law, that, should any party take any proceedings anywhere in connection with this Letter, no immunity (to the extent that it may at any time exist, whether on the grounds of sovereignty or otherwise) from those proceedings, from attachment (whether in aid of execution, before judgment or otherwise) of its assets or from execution of judgment shall be claimed by it or on behalf of it or with respect to its assets, any such immunity being irrevocably waived.

Notwithstanding anything herein to the contrary, nothing in this Letter or in the agreement constituted by the Borrower's acceptance of it constitutes a waiver, renunciation or other modification of any immunities, privileges or exemptions of the Bank.

No consents, waivers or amendments are given under this Letter in respect of any breach of, or default (howsoever defined) under the Finance Contract which might result from any other circumstance at any time other than in respect of the issues as specifically set out herein.

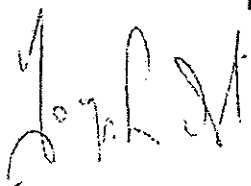
The agreement of the parties contained in this Letter shall only apply to the matters specifically referred to herein. Such agreement shall be without prejudice to any rights which the Bank or the Borrower may now or hereafter have in relation to any other circumstances or matters other than the issues as specifically referred to herein (and whether subsisting on the date hereof or otherwise).

No amendment fees will be charged by the Bank for the aforementioned proposed change.

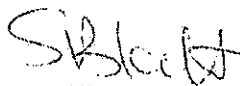
We kindly ask you to date and duly sign each of the 3 (three) originals of this Letter and return to the Bank, to the attention of Mr. Victor Dominiak, Legal Department, 2 (two) duly signed originals, together with copies of the signing authorities and specimen signature of those persons signing on behalf of the Borrower, by registered mail or courier. The amendments set out in this Letter shall become effective on the date (the "Effectiveness Date") EIB notifies you in writing that it has received such duly signed originals and associated evidence.

Yours faithfully,

EUROPEAN INVESTMENT BANK

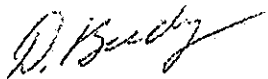


Jacopo LENSI ORLANDI
Head of Division



Sanja BLATT
Head of Unit

Agreed to
for and on behalf of
REPUBLIC OF MOLDOVA



Name: Dumitru BUDIANSCHI
Title: Minister of Finance of the Republic of Moldova
Date: 21 September 2021

Annex 1

12.1 Notices

12.1.A Form of Notice

- (a) Any notice or other communication given under this Contract 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 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 persons duly authorised with joint representation right of the Borrower as appropriate, attached to the electronic mail.
- (d) Notices issued by the Borrower 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 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 0, 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, 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*).

Definition of EURIBOR and LIBOR

A. 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 no Screen Rate and/or the EURIBOR replacement rate is available 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.

B. LIBOR USD

"LIBOR" in respect of USD means, in respect of any relevant period prior to an Interest Replacement Date (following which Section C below will apply):

- (a) in respect of a relevant period of less than one month, the Screen Rate 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 "calculated and published" under the aegis of the ICE Benchmark Administration Limited (or any successor to that function of the ICE Benchmark Administration Limited as determined by the Bank) for given maturities; and
- (ii) "Screen Rate" means the rate of interest for deposits in USD for the relevant period as set by the ICE Benchmark Administration Limited (or any successor to that function of the ICE Benchmark Administration Limited as determined by the Bank) and released by financial news providers at 11:00 a.m., London time, or at a later time acceptable to the Bank on the day (the "Reset Date") which falls 2 (two) London Business Days prior to the first day of the relevant period.

If, prior to the earlier of: (i) the relevant Interest Replacement Date, and (ii) the occurrence of any Relevant Rate Cessation Event, such Screen Rate is not so released by any financial news provider acceptable to the Bank, the Bank shall request the principal London offices of 4 (four) major banks in the London interbank market, selected by the Bank, to quote the rate at which USD deposits in a comparable amount are offered by each of them at approximately 11:00 a.m., London time, on the Reset Date, to prime banks in the London interbank market for a period equal to the Representative Period. If at least 2 (two) such quotations are provided, the rate will be the arithmetic mean of the quotations provided. If no sufficient quotations are provided as requested, the Bank shall request the principal New York City offices of 4 (four) major banks in the New York City interbank market, selected by the Bank, to quote the rate at which USD deposits in a comparable amount are offered by each of them at approximately 11:00 a.m., New York City time, on the day falling 2 (two) New York Business Days after the Reset Date, to prime banks in the European market for a period equal to the Representative Period. If at least 2 (two) such quotations are provided, the rate will be the arithmetic mean of the quotations provided. The Bank shall inform the Borrower without delay of the quotations received by the Bank.

If no rate is available as provided above, or if such Screen Rate is not so released by any financial news provider acceptable to the Bank and the paragraph above does not apply, LIBOR shall be the Cost of Funds Rate.

"London Business Day" means a day on which banks are open for normal business in London and "New York Business Day" means a day on which banks are open for normal business in New York.

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

If, prior to any Relevant Rate Cessation Event, any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of the ICE Benchmark Administration Limited (or any successor to that function of the ICE Benchmark Administration Limited as determined by the Bank) in respect of LIBOR, the Bank may, by notice to the Borrower, amend such provision to bring it in line with such other provisions. This sub paragraph shall not apply to Section C below.

C. RELEVANT RATE

- (a) With respect to any Relevant Rate, the Bank may (but shall not be required to) at any time deliver a written notice to the Borrower which shall, among other things and as may be applicable to a Fixed Rate Tranche or to a Floating Rate Tranche, specify the Replacement Benchmark, the Adjustment Spread(s) in relation to any relevant Floating Rate Tranche(s), the relevant Interest Replacement Date(s) and/or the Conforming Changes, each as defined in Section C below (the "Interest Replacement Notice").
- (b) The Borrower shall deliver its response to the Bank in writing no later than 12:00 noon Luxembourg time on the date falling 15 (fifteen) calendar days after the date of the Interest Replacement Notice (the period from the date of the Interest Replacement Notice until such time being the "Acceptance Period"), indicating that it accepts or rejects the terms of the Interest Replacement Notice (or any revised Interest Replacement Notice sent by the Bank to the Borrower during the Acceptance Period (as the same may be extended by agreement of the Bank and the Borrower)), where acceptance shall be indicated by one or more authorised signatories of the Borrower countersigning the relevant Interest Replacement Notice and shall be irrevocable. Notwithstanding any other term of this Contract (including, but not limited to, any provision in the Contract that requires amendments to the Contract to be made in writing) if the Borrower fails to respond in writing within the Acceptance Period, the Borrower will be deemed to have accepted the Interest Replacement Notice.

- (c) If the Borrower accepts or is deemed to have accepted (in accordance with paragraph (b) above) the Interest Replacement Notice, with effect from the relevant Interest Replacement Date(s) specified in that Interest Replacement Notice, the provisions contained in the Interest Replacement Notice shall replace the relevant provisions of this Contract and the relevant Disbursement Document in accordance with the terms of the Interest Replacement Notice.
- (d) If, during the Acceptance Period, the Borrower notifies the Bank in writing that it rejects the Interest Replacement Notice, and no agreement between the Bank and the Borrower is reached in relation to the terms of the Interest Replacement Notice during the Acceptance Period (as the same may be extended by agreement of the Bank and the Borrower):
- (i) all disbursements in the currency or currencies (as applicable) of the Relevant Rate as specified in the Interest Replacement Notice [(with the exception of Fixed Rate Tranches)] shall be suspended until the Bank and the Borrower agree the terms of the Interest Replacement Notice;
 - (ii) in respect of each Floating Rate Tranche in the currency or currencies (as applicable) of the Relevant Rate as specified in the Interest Replacement Notice, the Cost of Funds Rate shall replace the Relevant Rate referred to in the Interest Replacement Notice on and from the Interest Replacement Date specified in the Interest Replacement Notice (with the Cost of Funds Rate to be reset on each subsequent Payment Date); and
 - (iii) if the Borrower submits to the Bank, as part of the aforementioned written notice of rejection, a request for conversion of such Floating Rate Tranche(s) into Fixed Rate Tranche(s), the Cost of Funds Rate referred to in paragraph (d)(ii) above, once applicable, shall apply until:
 - (1) the Bank and the Borrower implement the amendments to this Contract and the relevant Disbursement Document requested by the Bank in order to convert such Floating Rate Tranche(s) into Fixed Rate Tranche(s) (and to make any necessary amendments to any other Fixed Rate Tranches); and
 - (2) the Bank and the Borrower agree (by way of a notice in writing) the Fixed Rate and the date from which the Fixed Rate shall apply in respect of such Floating Rate Tranche(s) (the "Fixed Rate Notice").
- (e) The Bank shall not have any liability to the Borrower or any other party for any direct, indirect or consequential losses (in contract, tort or otherwise) arising from the exercise of its discretion or other decisions or determinations made with respect to any matters covered in this Section C. Any exercise of discretion, decision or determination that may be made by the Bank pursuant to this Section C, will be conclusive and binding absent manifest error and may be made in the Bank's discretion and without consent from the Borrower, except, in each case, where specifically required under this Section "Relevant Rate".
- (f) If, following delivery of an Interest Replacement Notice, the Bank in its discretion and in good faith determines that there are further Conforming Changes required, the Bank may deliver a notice to the Borrower specifying such further Conforming Changes (the "Further Notice"), which shall replace the relevant provisions of this Contract and the relevant Disbursement Document in accordance with the terms of such Further Notice and be binding on all parties to this Contract upon receipt by the Borrower of such Further Notice.

D. DEFINITIONS

For the purposes of this Schedule B, Part C, defined terms have the following meanings:

- (a) **"Adjustment Spread"** means the rate adjustment expressed as a percentage rate per annum that reduces or eliminates, to the extent reasonably practicable in the Bank's opinion, any transfer of economic value from one party to another as a result of the application of the Replacement Benchmark. If any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the Bank may determine the adjustment on the basis of such designation, nomination or recommendation, taking into account among other things, any prevailing market standards and/or market conditions.
- (b) **"Conforming Changes"** means any changes consequential to the Interest Replacement Notice, which shall be determined by the Bank in good faith, such as:
 - (i) aligning any provisions of this Contract and the relevant Disbursement Document to the terms of the Interest Replacement Notice;
 - (ii) enabling that Replacement Benchmark to be used for the calculation of interest and relevant indemnities under this Contract (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Contract and the relevant Disbursement Document);
 - (iii) implementing any market conventions for the purpose of the Replacement Benchmark and/or Adjustment Spread(s), if any (including any relevant terms for use of screen rates applicable to that Replacement Benchmark);
 - (iv) providing for appropriate fall-back provisions for that Replacement Benchmark; or
 - (v) any other changes that may be required by the Bank to use the Replacement Benchmark and/or the Adjustment Spread(s) for the purpose of this Contract and the relevant Disbursement Document, taking into account the Bank's position in any of its other asset classes and currencies and any other technical, administrative or operational changes that the Bank determines may be appropriate to reflect the adoption and implementation of a Replacement Benchmark and/or the Adjustment Spread(s) to permit administration thereof in a manner substantially consistent with market practice.
- (c) **"Cost of Funds Rate"** means the rate (expressed as a percentage rate per annum) determined by the Bank to be the all-inclusive cost to the Bank for the funding of the Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.
- (d) **"Disbursement Document"** means a Disbursement Acceptance or a Disbursement Notice or an Interest Revision/Conversion Proposal, each as may be defined in the Contract and as may be applicable to a Tranche.
- (e) **"Interest Replacement Date"** means the date(s) specified as such in the Interest Replacement Notice. For the avoidance of doubt, an Interest Replacement Notice may specify more than one such date in respect of different Tranches or provisions of this Contract.
- (f) **"Quoted Tenor"** means any period for which the Relevant Rate is customarily displayed on the relevant page or screen of an information service.
- (g) **"Relevant Nominating Body"** means any central bank, regulator or other supervisory authority or a group of them or any working group or committee sponsored or chaired by, or constituted at the request of, any of them that is relevant for the Relevant Rate.

- (h) "Relevant Rate" means LIBOR in respect of USD.
- (i) "Relevant Rate Cessation Event" means, in relation to any Relevant Rate, the occurrence of any of the following events:
 - (i) the date on which the relevant Screen Rate ceases to be published or otherwise becomes unavailable; and
 - (ii) the date on which the relevant Screen Rate for the relevant Quoted Tenor ceases to be published or otherwise becomes unavailable; and
 - (iii) the date on which the relevant Screen Rate for the relevant Quoted Tenor ceases to be representative of the underlying market and the economic reality that it is intended to measure (as determined by the supervisor of the administrator of such Screen Rate).
- (j) "Replacement Benchmark" means a rate or methodology determined by the Bank at its discretion, acting in a commercially reasonable manner, as a successor to the Relevant Rate. The Bank may, but will not be obliged to, retain the rate formally designated, nominated or recommended as the replacement for a Relevant Rate by:
 - (i) the administrator of the Relevant Rate; or
 - (ii) any Relevant Nominating Body.

E. LIBOR GBP

"LIBOR" in respect of GBP means, in respect of any relevant period prior to an Interest Replacement Date (following which Section F below will apply):

- (a) in respect of a relevant period of less than one month, the Screen Rate 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 "calculated and published" under the aegis of the ICE Benchmark Administration Limited (or any successor to that function of the ICE Benchmark Administration Limited as determined by the Bank) for given maturities; and
- (ii) "Screen Rate" means the rate of interest for deposits in GBP for the relevant period as set by the ICE Benchmark Administration Limited (or any successor to that function of the ICE Benchmark Administration Limited as determined by the Bank) and released by financial news providers at 11:00 a.m., London time, or at a later time acceptable to the Bank on the day (the "Reset Date") on which the relevant period starts or, if that day is not a London Business Day, on the next following day which is such a London Business Day.

If, prior to the earlier of: (i) the relevant Interest Replacement Date, and (ii) the occurrence of any Relevant Rate Cessation Event, such Screen Rate is not so released by any financial news provider acceptable to the Bank, the Bank shall request the principal London offices of 4 (four) major banks in the London interbank market, selected by the Bank, to quote the rate at which GBP deposits in a comparable amount are offered by each of them at approximately 11:00 a.m., London time, on the Reset Date, to prime banks in the London interbank market for a period equal to the Representative Period. If at least 2 (two) such quotations are provided, the rate will be the arithmetic mean of the quotations provided. If no sufficient quotations are provided as requested, the rate will be the arithmetic mean of the rates quoted at approximately 11:00 a.m., London time, on the Reset Date by major banks in London (selected by the Bank) for loans in GBP 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.

If no rate is available as provided above, or if such Screen Rate is not so released by any financial news provider acceptable to the Bank and the paragraph above does not apply, LIBOR shall be the Cost of Funds Rate.

"London Business Day" means a day on which banks are open for normal business in London.

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

If, prior to any Relevant Rate Cessation Event, any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of the ICE Benchmark Administration Limited (or any successor to that function of the ICE Benchmark Administration Limited as determined by the Bank) in respect of LIBOR, the Bank may, by notice to the Borrower, amend such provision to bring it in line with such other provisions. This sub paragraph shall not apply to Section F below.

F. RELEVANT RATE


- (a) With respect to any Relevant Rate, the Bank may (but shall not be required to) at any time deliver a written notice to the Borrower which shall, among other things and as may be applicable to a Fixed Rate Tranche or to a Floating Rate Tranche, specify the Replacement Benchmark, the Adjustment Spread(s) in relation to any relevant Floating Rate Tranche(s), the relevant Interest Replacement Date(s) and/or the Conforming Changes, each as defined in Section F below (the "Interest Replacement Notice").
- (b) The Borrower shall deliver its response to the Bank in writing no later than 12:00 noon Luxembourg time on the date falling 15 (fifteen) calendar days after the date of the Interest Replacement Notice (the period from the date of the Interest Replacement Notice until such time being the "Acceptance Period"), indicating that it accepts or rejects the terms of the Interest Replacement Notice (or any revised Interest Replacement Notice sent by the Bank to the Borrower during the Acceptance Period (as the same may be extended by agreement of the Bank and the Borrower)), where acceptance shall be indicated by one or more authorised signatories of the Borrower countersigning the relevant Interest Replacement Notice and shall be irrevocable. Notwithstanding any other term of this Contract (including, but not limited to, any provision in the Contract that requires amendments to the Contract to be made in writing) if the Borrower fails to respond in writing within the Acceptance Period, the Borrower will be deemed to have accepted the Interest Replacement Notice.

- (c) If the Borrower accepts or is deemed to have accepted (in accordance with paragraph (b) above) the Interest Replacement Notice, with effect from the relevant Interest Replacement Date(s) specified in that Interest Replacement Notice, the provisions contained in the Interest Replacement Notice shall replace the relevant provisions of this Contract and the relevant Disbursement Document in accordance with the terms of the Interest Replacement Notice.
- (d) If, during the Acceptance Period, the Borrower notifies the Bank in writing that it rejects the Interest Replacement Notice, and no agreement between the Bank and the Borrower is reached in relation to the terms of the Interest Replacement Notice during the Acceptance Period (as the same may be extended by agreement of the Bank and the Borrower):
- (i) all disbursements in the currency or currencies (as applicable) of the Relevant Rate as specified in the Interest Replacement shall be suspended until the Bank and the Borrower agree the terms of the Interest Replacement Notice;
 - (ii) in respect of each Floating Rate Tranche in the currency or currencies (as applicable) of the Relevant Rate as specified in the Interest Replacement Notice, the Cost of Funds Rate shall replace the Relevant Rate referred to in the Interest Replacement Notice on and from the Interest Replacement Date specified in the Interest Replacement Notice (with the Cost of Funds Rate to be reset on each subsequent Payment Date); and
 - (iii) if the Borrower submits to the Bank, as part of the aforementioned written notice of rejection, a request for conversion of such Floating Rate Tranche(s) into Fixed Rate Tranche(s), the Cost of Funds Rate referred to in paragraph (d)(ii) above, once applicable, shall apply until:
 - (1) the Bank and the Borrower implement the amendments to this Contract and the relevant Disbursement Document requested by the Bank in order to convert such Floating Rate Tranche(s) into Fixed Rate Tranche(s) (and to make any necessary amendments to any other Fixed Rate Tranches); and
 - (2) the Bank and the Borrower agree (by way of a notice in writing) the Fixed Rate and the date from which the Fixed Rate shall apply in respect of such Floating Rate Tranche(s) (the "Fixed Rate Notice").
- (e) The Bank shall not have any liability to the Borrower or any other party for any direct, indirect or consequential losses (in contract, tort or otherwise) arising from the exercise of its discretion or other decisions or determinations made with respect to any matters covered in this Section F. Any exercise of discretion, decision or determination that may be made by the Bank pursuant to this Section F, will be conclusive and binding absent manifest error and may be made in the Bank's discretion and without consent from the Borrower, except, in each case, where specifically required under this Section "Relevant Rate".
- (f) If, following delivery of an Interest Replacement Notice, the Bank in its discretion and in good faith determines that there are further Conforming Changes required, the Bank may deliver a notice to the Borrower specifying such further Conforming Changes (the "Further Notice"), which shall replace the relevant provisions of this Contract and the relevant Disbursement Document in accordance with the terms of such Further Notice and be binding on all parties to this Contract upon receipt by the Borrower of such Further Notice.

G. DEFINITIONS

For the purposes of this Schedule B, Part F defined terms have the following meanings:

- (a) **"Adjustment Spread"** means the rate adjustment expressed as a percentage rate per annum that reduces or eliminates, to the extent reasonably practicable in the Bank's opinion, any transfer of economic value from one party to another as a result of the application of the Replacement Benchmark. If any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the Bank may determine the adjustment on the basis of such designation, nomination or recommendation, taking into account among other things, any prevailing market standards and/or market conditions.
- (b) **"Conforming Changes"** means any changes consequential to the Interest Replacement Notice, which shall be determined by the Bank in good faith, such as:
 - (i) aligning any provisions of this Contract and the relevant Disbursement Document to the terms of the Interest Replacement Notice;
 - (ii) enabling that Replacement Benchmark to be used for the calculation of interest and relevant indemnities under this Contract (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Contract and the relevant Disbursement Document);
 - (iii) implementing any market conventions for the purpose of the Replacement Benchmark and/or Adjustment Spread(s), if any (including any relevant terms for use of screen rates applicable to that Replacement Benchmark);
 - (iv) providing for appropriate fall-back provisions for that Replacement Benchmark; or
 - (v) any other changes that may be required by the Bank to use the Replacement Benchmark and/or the Adjustment Spread(s) for the purpose of this Contract and the relevant Disbursement Document, taking into account the Bank's position in any of its other asset classes and currencies and any other technical, administrative or operational changes that the Bank determines may be appropriate to reflect the adoption and implementation of a Replacement Benchmark and/or the Adjustment Spread(s) to permit administration thereof in a manner substantially consistent with market practice.
- (c) **"Cost of Funds Rate"** means the rate (expressed as a percentage rate per annum) determined by the Bank to be the all-inclusive cost to the Bank for the funding of the Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.
- (d) **"Disbursement Document"** means a Disbursement Acceptance or a Disbursement Notice or an Interest Revision/Conversion Proposal, each as may be defined in the Contract and as may be applicable to a Tranche.
- (e) **"Interest Replacement Date"** means the date(s) specified as such in the Interest Replacement Notice. For the avoidance of doubt, an Interest Replacement Notice may specify more than one such date in respect of different Tranches or provisions of this Contract.
- (f) **"Quoted Tenor"** means any period for which the Relevant Rate is customarily displayed on the relevant page or screen of an information service.
- (g) **"Relevant Nominating Body"** means any central bank, regulator or other supervisory authority or a group of them or any working group or committee sponsored or chaired by, or constituted at the request of, any of them that is relevant for the Relevant Rate.

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- (h) "Relevant Rate" means LIBOR in respect of GBP.
 - (i) "Relevant Rate Cessation Event" means, in relation to any Relevant Rate, the occurrence of any of the following events:
 - (i) the date on which the relevant Screen Rate ceases to be published or otherwise becomes unavailable; and
 - (ii) the date on which the relevant Screen Rate for the relevant Quoted Tenor ceases to be published or otherwise becomes unavailable; and
 - (iii) the date on which the relevant Screen Rate for the relevant Quoted Tenor ceases to be representative of the underlying market and the economic reality that it is intended to measure (as determined by the supervisor of the administrator of such Screen Rate).
 - (j) "Replacement Benchmark" means a rate or methodology determined by the Bank at its discretion, acting in a commercially reasonable manner, as a successor to the Relevant Rate. The Bank may, but will not be obliged to, retain the rate formally designated, nominated or recommended as the replacement for a Relevant Rate by:
 - (i) the administrator of the Relevant Rate; or
 - (ii) any Relevant Nominating Body.

The PIU / CLD are encouraged to provide the Allocation Proposal Lists and Allocation Proposal Forms frequently, but not more than once a week, to justify the utilisation of the Loan during the Allocation Period, as defined in the Finance Contract. Each Allocation Proposal List shall normally contain a minimum of 5 Sub-projects.

Allocation Proposals may only be submitted in the currency of the Finance Contract (the "Contract Currency"). The Intermediary may choose an exchange rate to be applied to calculate the equivalent of financed Contract Currency for Sub-loans granted in other currencies to Final Beneficiaries. For Allocation Proposals submitted in currencies other than EUR, upper limits such as the maximum loan amount or the limit defined for the financing of company transmission will be calculated by EIB using the exchange rate as published by the European Central Bank on the day prior to the receipt of the Allocation Proposal by EIB.

Allocation Proposals under the Allocation Proposal List can be presented before or after the signature of the respective On-Lending Agreement, but in case of ex-post presentation of the allocation request, the Intermediary Bank should take into account the EIB's right to refuse the allocation in case its eligibility criteria are not met. If the Intermediary Bank prefers to consult the EIB prior to signature of the On-Lending Agreement on the Sub-Project's eligibility, it can request, through the CLD the EIB's "in principle" approval of the Sub-Project by presenting the basic information on the Sub-Project in a free-format information fiche.

EIB reserves the right to verify the consistency of the data provided. It may ask the PIU/CLD for additional information for clarification purposes. EIB may also request that changes be made to the Allocation Proposal List provided if the information is not in line with the terms used in this document.¹

All Allocation requests and related information must be in English.

(b) Section 5 (Validation Procedure), shall be amended as follows:

5. VALIDATION PROCEDURE

EIB will validate Allocation Proposals, including the Allocation Proposal Forms and the Allocation Proposal Lists provided by the PIU, by way of issue of an "Allocation letter" sent to the Borrower and PIU, and, if required, by way of an advanced e-mail approval, both to be considered as EIB validation of the submitted Allocation Proposals. EIB will confirm in the "Allocation letter":

- the allocation amount for each Sub-project of the Final Beneficiary; and
- for the Borrower the total amount of validated allocations.

If and where required, non-objection for disbursement of the allocation by the Bank's services can only be given when a copy of all permits (building, environmental, and where applicable, documentation of compliance with requirements put forward in EU regulations and national law) are on files with the Final Beneficiaries, as confirmed by the Intermediary Bank.

However, the MoF/CLD, or its successor could give an initial non-objection for an allocation without the permits being issued, with the final non-objection for disbursement contingent to all above mentioned permits being issued and on file. In case of doubt of eligibility, the PIU/CLD may consult the EIB services for advice.

All other sections remain unchanged and in full force and effect.

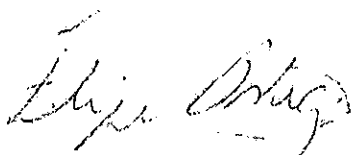
¹ EIB also reserves itself the right to change the criteria and procedures stipulated in this Side Letter, and will inform the Borrower and PIU accordingly (without retroactive validity of any change on those financings already approved or presented to EIB for validation).

Taking into account the satisfactory quality of the submitted Allocation Proposals so far, the EIB hereby agrees to start applying the Allocation Proposal List submission, as per Section 4 a) above.

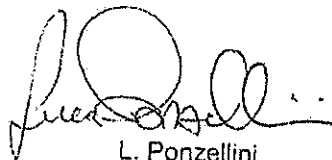
In order to indicate your agreement to the above amendments, we kindly request you to date and duly sign each of the two originals of this Letter. Please return to us one original at your earliest convenience.

Yours faithfully,

EUROPEAN INVESTMENT BANK

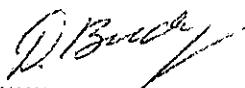


F. Ortega-Schlingmann
Head of Division Bio-economy
Environment & Natural Resources
Projects Directorate



L. Ponzellini
Deputy Head of Division
Lending Operations in Neighbouring Countries
Banks

AGREED AND ACCEPTED



Ministry of Finance of Moldova
Dumitru BUDIANSCHI
Minister of Finance of the Republic of Moldova
21 September 2021