***Draft dated 25 July 2015***

**Operation Number 36930**

**AMENDMENT AGREEMENT NO. 1 TO THE**

**REVENUES PLEDGE AGREEMENT DATED 27 AUGUST 2010**

between

**COUNTY OF ARGEŞ**

and

**EUROPEAN BANK**

**FOR RECONSTRUCTION AND DEVELOPMENT**

**DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2015**

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**THIS AMENDMENT AGREEMENT** (the **Agreement**) has been entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2015 (the **Effective Date**) between:

**COUNTY OF ARGEŞ,** a county located, organised and existing under the laws of Romania and acting under the authority of the Arges County Council (the **County**), herein represented by Mr. Grigore Florin Tecău, in his capacity as President of the County Council; and

**EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**, an international organisation established by the Treaty Establishing the European Bank for Reconstruction and Developmentand ratified by Romania by Law No.24 of 24 October 1990(the **Bank**),

(each a “**Party**”, collectively, the “**Parties**”).

**WHEREAS**

The Bank and the County entered into a loan agreement dated 19 July 2006 pursuant to which the Bank has agreed to make available to the County a facility in amount of up to EUR 6,125,000 (six million twenty five thousand Euros) on the terms and subject to the conditions set forth in the Loan Agreement, as further amended by the Amendment Agreement No. 1 of 15 March 2007, the Amendment Agreement No. 2 of 8 January 2010, the Amendment Agreement No. 3 of 14 June 2013 and the Amendment Agreement No. 4 of 9 June 2014 (the “**Loan Agreement**”).

For the purpose of compliance with its obligations provided under the waiver letter dated 4 May 2010 (the “**Waiver Letter**”) issued by the Bank in relation to the Loan Agreement, the County has entered into a pledge agreement with the Bank dated 27 August 2010 providing for the creation by the County of a security interest in favour of the Bank over absolutely all of the Pledged Accounts and Pledged Revenues (as defined therein) (the “**Revenues Pledge Agreement**”).

Section 6.1 of the Revenues Pledge Agreement requires that an amendment to the Revenues Pledge Agreement is executed if any new Treasury Account not listed in the Schedule 1 (*County Accounts opened with the Pitesti Municipality Treasury*) thereto is opened by the County in order to include such account in the Schedule 1 (*County Accounts opened with the Pitesti Municipality Treasury*) to the Revenues Pledge Agreement;

The County has entered into the landfill concession contract (the “**Landfill Concession Contract**”) No. 9313 dated 26 July 2012, as further amended by the amendment agreement No. 1 and the amendment agreement No. 2 with Asocierea Girexim Universal S.A., ECO Bihor SRL, KEVIEP EPITOIPARI ES KERESKEDELMI KFT for the purpose of operating the Landfill (as defined under the Loan Agreement);

The County is willing to fulfil its obligation provided under Section 3.01(a) of the Loan Agreement by assigning in favour of the Bank any payments paid (or to be paid) by the landfill concessionaire to the County under the Landfill Concession Contract in excess of the amount payable into the MRD account;

Pursuant to Section 5.5 of the Revenues Pledge Agreement, the Bank shall issue a release letter for the deregistration of the security interest created under the Revenues Pledge Agreement if the County provides evidence that the Receivables Assignment Agreement (as defined under the Loan Agreement) has been duly executed, perfected and registered;

Pursuant to Section 4.01 (a) (vii) of the Loan Agreement, the Borrower is required, among other things, to maintain the security contemplated by the Financing Agreements in a manner satisfactory to the Bank.

Pursuant to Section 11.1 (*Amendment*) to the Revenues Pledge Agreement, any amendment thereto needs to be expressed in writing and signed by a person duly authorised on behalf of each of the Parties and registered in accordance with Section 4.3 (*Registration*) of the Revenues Pledge Agreement.

The Parties wish to amend the Revenues Pledge Agreement in order to reflect certain changes occurred in relation to the Pledged Accounts and the Pledged Revenues (as defined under the Revenues Pledge Agreement) and in compliance with Section 11.1 (*Amendment*) of the Revenues Pledge Agreement, have agreed to enter into this Agreement.

**NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

**DEFINITIONS and interpretation**

Except to the extent amended hereby, the terms and expressions defined in the Revenues Pledge Agreement have the same meanings when used in this Agreement.

The terms and expressions defined in the preamble and the recitals of this Agreement constitute an integral part hereof and the respective meanings of such terms and expressions are herein incorporated by reference.

The Parties hereby agree that with effect from the date hereof the terms and conditions of the Revenues Pledge Agreement are amended pursuant to the terms and conditions set out in this Agreement, and each of the references to the Revenues Pledge Agreement shall be read and construed as though they are references to the Revenues Pledge Agreement as amended by this Agreement.

The Revenues Pledge Agreement, as amended pursuant to this Agreement, is confirmed by the Parties as remaining in full force and effect and, save to the extent that this Agreement expressly requires otherwise or it is necessary to make the Revenues Pledge Agreement consistent with this Agreement, nothing in this Agreement shall operate as a waiver, variation or amendment of the Parties’ rights and obligations under the Revenues Pledge Agreement.

In this Agreement unless the context otherwise requires, words denoting the singular include the plural and vice versa, and words denoting persons include corporations, partnerships and other legal persons.

The headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

The Revenues Pledge Agreement and this Agreement shall be read and construed as a single document.

**AMENDMENTs TO THE Revenues Pledge Agreement**

With effect on and from the date Effective Date, the Revenues Pledge Agreement shall be amended by the amendments set out below:

Definition of “Archive” under Section 1.1 (*Definitions*) of the Revenues Pledge Agreement shall be deleted in its entirety and replaced with the following:

“Archive” means the Electronic Archive of Movable Security (*Arhiva Electronică de Garanţii Reale Mobiliare* in Romanian) as regulated in accordance with Article 2413 of the Civil Code;”

A new definition is included immediately after the definition of “Bank” in Section 1.1 (*Definitions*) of the Revenues Pledge Agreement:

“Civil Code” means the civil code as republished in the Official Gazette of Romania no. 505 of 15 July 2011, approved by Law no. 287 of 17 July 2009 regarding the Civil Code and Law no. 71 of 3 June 2011 regarding the application of the Civil Code, as such may be amended at any time;”.

Two new definitions are included immediately after the definition of “Existing Security” in Section 1.1 (*Definitions*) of the Revenues Pledge Agreement, in corresponding alphabetical order, as follows:

“Fair Market Value” means such value of the Pledged Accounts or Pledged Revenues or a portion of the Pledged Accounts or the Pledged Revenues as determined by an independent valuer appointed by the Bank;”.

“Landfill Concession Contract” means the concession contract No. 9313 dated 26 July 2012, as further amended by the amendment agreement No. 1 and the amendment agreement No. 2 entered into between the County, Asociaţia de Dezvoltare Intercomunitară Servsal Argeş and Asocierea Girexim Universal S.A., ECO Bihor SRL, KEVIEP EPITOIPARI ES KERESKEDELMI KFT for the purpose of operating the Landfill (as defined under the Loan Agreement) or any other agreement entered into for the purpose of Section 2.01 (b) (4) and which is satisfactory to the Bank;”.

Definition of “Movable Security Law” under Section 1.1 (*Definitions*) of the Revenues Pledge Agreement shall be deleted in its entirety and replaced with the following:

“Movable Security Law” means Title VI of Romanian Law No. 99 of 26 May 1999 respecting Certain Measures for Acceleration of Economic Reform, as published in the Official Gazette No. 236 of 27 May 1999, as amended by Romanian Government Ordinance No. 89 of 29 August 2000 published in the Official Gazette No. 423 of 1 September 2000, subsequently repealed and replaced by the relevant provisions under the Civil Code and as such may be amended or replaced by similar legislation at any time;”.

Definition of “Pledged Accounts” under Section 1.1 (*Definitions*) of the Revenues Pledge Agreement shall be deleted in its entirety and replaced with the following:

“Pledged Accounts” means the Treasury Accounts where the County receives the Pledged Revenues and which, as of the date of this Agreement, are those listed in Schedule 1 (*County Accounts opened with the Pitesti Municipality Treasury*) hereto, as such list may be supplemented or modified from time to time in accordance with Section 6.1 (*Pledged Accounts and Pledged Revenues*) and all amounts standing to the credit of such accounts from time to time and being in excess of the amount payable into the MRD account;”.

Definition of “Pledged Revenues” under Section 1.1 (*Definitions*) of the Revenues Pledge Agreement shall be deleted in its entirety and replaced with the following:

“Pledged Revenues” means the County’s own revenues, as defined under Article 5(1) (a) of the Local Public Finance Law, comprising all revenues derived from the payments made or other revenues under the Landfill Concession Contract, in excess of the amount payable into the MRD account;”.

Definition of “Registrations Notice” under Section 1.1 (*Definitions*) of the Revenues Pledge Agreement shall be deleted in its entirety and replaced with the following:

“Registration Notice” means the notice to be registered with the Archive for purposes of perfecting or protecting the security hereby created (or intended to be created) and preserving or protecting the rights of the Bank under these presents, as contemplated by the applicable law;”.

Definition of the “Secured Amount” under Section 1.1 (*Definitions*) of the Revenues Pledge Agreement shall be deleted in its entirety and replaced with the following:

“Secured Amount” means all such sums of money as are now or as shall from time to time be owing by the County or for which the County may be or become liable to the Bank pursuant to the terms of the Loan Agreement, including, all expenses incurred by the Bank or on its behalf for preserving or enforcing any of its rights as secured creditor hereunder, as well as in the protection or enforcement of any of its other rights arising from or related to this Agreement. The Parties hereby estimate in good-faith that the maximum value of the amount guaranteed pursuant to this Agreement is seven million three hundred fifty thousand Euros (EUR 7,350,000) which amount represents the sum of the Loan of six million one hundred twenty five thousand Euros (EUR 6,125,000) and an additional amount of one million two hundred twenty five thousand Euros (EUR 1,225,000), representing a good-faith estimate of all other monies owed or potentially owed by the County to the Bank under the Loan Agreement;”.

Section 5.5 of the Revenues Pledge Agreement shall be deleted in its entirety.

The numbering of Section 5.6 of the Revenues Pledge Agreement shall be replaced from 5.6 to 5.5.

Section 8 (*Enforcement*) shall be deleted in its entirety and replaced with the following:

“ **8 ENFORCEMENT**

Enforceability. The right of enforcement conferred upon the Bank, by Romanian law and/or amended by this Agreement shall become exercisable by the Bank at any time and without any further notice in relation to any part of the Pledged Accounts or Pledged Revenues on or at any time after the occurrence of an Event of Default which is continuing.

Priority. In accordance with the Local Public Finance Law and the Movable Security Law, the Bank’s claims shall be satisfied with priority against any other claim from the amounts standing to the credit of the Pledged Accounts and from the Pledged Revenues, except for the claims secured by the Existing Security.

Jeopardised mortgaged property. The Bank has the right to declare that the obligations secured under this Agreement have become due and payable and to proceed to the enforcement against the Pledged Accounts and/or Pledged Revenues in accordance with the provisions of the Civil Code and of this Agreement if the Bank notices that (i) there is a lack of proper care and maintenance of the Pledged Accounts or Pledged Revenues, or (ii) other factual circumstances due to the fault of the County which may hinder or prevent the judicial enforcement against the Pledged Accounts or the Pledged Revenues provided that the Bank has reasonable grounds to believe that the Pledged Accounts or Pledged Revenues would be jeopardized or there is a possibility that the payment of the obligations secured under the Revenues Pledge Agreement is about to be hindered. The Parties agree that any breach by the County of the obligations under Sections 3, 4.2, 4.3, 5, 6 and 7 of the Revenues Pledge Agreement represent reasonable grounds for the Bank to consider that the enforcement of the security interest created under this the Revenues Pledge Agreement may be rendered difficult or prevented.

No Waiver. Any waiver by any of the Bank made with respect to any default by the County of any of the representations, warranties, undertakings, terms or conditions contained herein, in the Loan Agreement, in any other Financing Agreements or in any other agreement made between any of the Bank and the County shall not affect the exercise at any time thereafter of any of the Bank’s rights and remedies hereunder, as if no such waiver had been made. A waiver by the Bank of any terms of this Agreement shall be effective only if given in writing and only for the purpose and according to the terms for which it is given.

Authorised Representatives. Forthwith upon the security hereby constituted having become enforceable, the Bank or any of its officers are hereby irrevocably authorised and empowered to take any steps which may be necessary or useful in enforcement or for otherwise dealing with the Pledged Accounts or Pledged Revenues. The power of attorney under this Agreement shall remain in full force and effect until the full discharge of the obligations secured under this Agreement, irrespective of the provisions of Article 2015 of the Civil Code of Romania. Under this power of attorney, the Bank is expressly dispensed from any prohibition or liabilities in relation to double representation (*dubla reprezentare* in Romanian) or to contracting with oneself (*contractul cu sine însuș*i in Romanian).

Writ of enforcement. This Agreement constitutes a writ of execution (*titlu executoriu* in Romanian), in accordance with Article 2431 of the Civil Code.

Right to take over the Pledged Accounts or the Pledged Revenues. For the purposes of Article 2440 of the Civil Code, the County hereby agrees that the Bank shall have the right to take over, by its own means, any part of or the entire Pledged Accounts or Pledged Revenues, as well as the titles and documents evidencing the ownership right of the County over the Pledged Accounts or Pledged Revenues.

Method. The Bank may choose to use any enforcement proceedings permitted by legislation, including, without limitation, (i) sale through public auction, (ii) direct private sale to itself or any third party, (iii) appropriation of the Pledged Accounts or the Pledged Revenues on account of the secured claim (made at the Fair Market Value of the Pledged Accounts or the Pledged Revenues), (iv) taking over of the Pledged Accounts or the Pledged Revenues for the purpose of administering it until the full discharge of the obligations secured under this Agreement, or any combination of the methods mentioned above, to the extent permitted by the applicable law. In the event of public auction or private sale, the sale of the Pledged Accounts or Pledged Revenues will be performed in a commercially reasonable manner determined by the County pursuant to the applicable Romanian law. The Bank shall have the right, to the extent permitted by the applicable law, to participate in a public auction or private sale and to purchase all or any part of the Pledged Accounts or the Pledged Revenues using its outstanding portion of the obligations secured hereunder as consideration.

Undertaking to co-operate. The County, hereby undertakes to carry out and complete any and all formalities required by Romanian law to enable the Bank (and/or, as appropriate, the person(s) to whom the Bank will sell or dispose of the Pledged Accounts or Pledged Revenues as aforesaid) to take full and beneficial title to such assets and further undertakes not to obstruct or delay the enforcement proceedings against the Pledged Accounts or Pledged Revenues or any part thereof. ”

The list of Treasury Accounts under Schedule 1 (*County Accounts opened with the Pitesti Municipality Treasury*) of the Revenues Pledge Agreement will be replaced by the list of the Treasury Accounts provided under Annex 1 Part 2 (*County Accounts opened with the Pitesti Municipality Treasury*) of this Agreement.

The Parties confirm that the property pledged in favour of the Bank includes, without limitation, the Treasury Accounts described in Annex 1 Part 2 (*County Accounts opened with the Pitesti Municipality Treasury*) hereto.

Paragraph 12.2 of Section 12 (*Governing Law* *and Dispute Resolution*) of the Revenues Pledge Agreement shall be deleted in their entirety and replaced with the following:

“12.2

(a) Any dispute, controversy or claim arising out of or relating to (1) this Agreement, (2) the breach, termination or invalidity hereof or (3) any non-contractual obligations arising out of or in connection with this Agreement 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 County agrees that it shall not seek from any judicial authority, any interim measures or pre-award relief against the Bank, 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 the Bank (but no other party) insofar as such dispute arises out of any 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 the Bank as to any amount due to the Bank under any Financing Agreement shall be *prima facie* evidence of such amount.

(b) Notwithstanding Section 12.2(a), this Agreement and any rights of the Bank arising out of or relating to this Agreement or any other Financing Agreement, may, at the option of the Bank, be enforced by the Bank in the courts of England, Romania or in any other courts having jurisdiction. For the benefit of the Bank, the County 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 Agreement, or the breach, termination or invalidity hereof or thereof. The County shall within 90 days after the date of this Agreement, irrevocably designate, appoint and empower a process agent, acceptable for the Bank, at its registered office in London, England (as further detailed in the acceptance of the process agent appointment provided pursuant to Section 3.01(f)) of the Loan Agreement to act as its authorised agent to receive service of process and any other legal summons in England for purposes of any legal action or proceeding brought by the Bank in respect of this Agreement. Failure by a process agent to notify the County of the process will not invalidate the proceedings concerned. The County 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 County covenants and agrees that, so long as it has any obligations under this Agreement, 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 the Bank in respect of this Agreement and shall keep the Bank advised of the identity and location of such agent.”

Paragraph 12.3 of Section 12 (*Governing Law* *and Dispute Resolution*) of the Revenues Pledge Agreement shall be deleted in their entirety and replaced with the following:

“Nothing herein shall affect the right of the Bank to commence legal actions or proceedings against the County in any manner authorised by the laws of any relevant jurisdiction. The commencement by the Bank of legal actions or proceedings in one or more jurisdictions shall not preclude the Bank from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not. The County 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.”

The provisions of the Revenues Pledge Agreement shall, save as amended by this Agreement; continue in full force and effect. This Agreement may be amended only by an instrument in writing signed by the County and the Bank.

Neither the entry into of this Agreement nor the making of the amendments made pursuant to this Section 2 intended to and shall not adversely affect or prejudice the existence and enforceability of the security interests created under the Revenues Pledge Agreement. Such security interests shall continue in full force and effect.

**PARTIAL RELEASE OF SECURITY**

The Bank hereby consents to the release of the security interests over the Pledged Revenues and the Pledge Accounts detailed in Annex 1 hereto (*Released Assets*) (the “**Released Assets**”).

The Bank hereby releases and consents to the de-registration from the Archive, as soon as practicable possible after the date of this Agreement, of the security interests created in its favour under the Revenues Pledge Agreement over the Released Assets.

For the avoidance of any doubt, the release of the pledge according to this Section 3 pertains to and will be applicable only to the Released Assets. The Revenues Pledge Agreement shall maintain the security interest (pledge) over the other assets pledged under the Revenues Pledge Agreement which are not the Released Assets, including (i) the Treasury Accounts listed in Schedule 1 (*County Accounts opened with the Pitesti Municipality Treasury*) and (ii) the Pledged Revenues arising under the Landfill Concession Contract, as such are identified under the Revenues Pledge Agreement, as amended by this Agreement.

**REPRESENTATIONS of the COUNty**

The County represents and warrants on the date of this Agreement that:

It has all requisite power and authority, corporate or otherwise, to execute, deliver and perform all of its obligations under this Agreement and the Revenues Pledge Agreement as amended by this Agreement.

This Agreement has been duly executed and delivered by it and this Agreement and the Revenues Pledge Agreement as amended by this Agreement constitute its valid and legally binding obligations, enforceable against it in accordance with their respective terms.

All consents, authorisations and actions of any kind necessary for the valid execution, delivery and performance by it of this Agreement and for the valid performance of the Revenues Pledge Agreement as amended by this Agreement have been obtained and are in full force and effect.

The execution and delivery by it of this Agreement and the performance by it of its obligations under this Agreement and under the Revenues Pledge Agreement as amended by this Agreement do not require the consent or approval of any of its creditors and will not conflict with or constitute a breach or default under or violate any provision of its charter and/or any other constituent documents or any agreement, law, rule, regulation, order, writ, judgement, injunction, decree, determination or award applicable to it.

Each of the County’s representations and warranties contained in Section 2 (*Representations and Warranties*) in the Revenues Pledge Agreement shall be deemed to be repeated by the County on the date of this Agreement by reference to the facts and the circumstances existing on the date hereof, as if set out herein in full, *mutatis mutandis*.

The representation and warranties under Section 2.5 of the Revenues Pledge Agreement shall be repeated by taking into consideration the updated lists of Pledged Accounts described in Annex 1 Part 2 (*County Accounts opened with the Pitesti Municipality Treasury*) attached to this Amendment.

**MISCELLANEOUS**

The amendments set forth in this Agreement shall become effective and binding on the Parties on the Effective Date.

Save to the extent that this Agreement expressly requires otherwise or it is necessary to make the Revenues Pledge Agreement consistent with this Agreement, the Revenues Pledge Agreement remains in full force and effect and nothing in this Agreement shall operate as a variation, waiver, release, novation or amendment of the Parties’ rights and obligations under the Revenues Pledge Agreement or of any other security created in favour of the Bank.

All references in the Revenues Pledge Agreement to “this Agreement” are amended and shall be read as reference to the Revenues Pledge Agreement as amended by this Agreement.

If at any time one or more of the provisions of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be in any way affected and, if necessary for this purpose, such provision(s) shall be deemed to be omitted from this Agreement.

The provisions of Sections 10 (*Notices*), 11.1 (*Amendment*), 11.2 (*No Waiver*), 11.3 (*Successors and Assigns*) and 12.5 of the Revenues Pledge Agreement are hereby incorporated by reference into, and made a part of, this Agreement as if fully set forth herein in full, *mutatis mutandis* and (without prejudice to the generality thereof) as if reference therein to this "Agreement" were to this Agreement.

Within two (2) Business Days as of the Effective Date the County shall comply with the requirements of Section 4.3 (*Registration*) of the Revenues Pledge Agreement with respect to this Agreement.

The County shall pay or promptly reimburse, as the case may be, (i) all taxes (including stamp taxes), duties, fees and other charges payable on or in any connection whatsoever with this Agreement and (ii) all costs and expenses (including legal fees) together with any VAT thereon incurred by the Bank in connection with the negotiation, preparation, execution and registration of this Agreement and any related document.

Annex 1 and Annex 2 form an integral part of this Agreement.

This Agreement shall be executed in three (3) originals in English language, two (2) for the Bank and one (1) for the County, and three (3) originals in Romanian language, two (2) for the Bank and one (1) for the County. In case of any discrepancy or inconsistency between the Romanian and English version, the English version shall prevail.

**Governing Law and Dispute Resolution**

The provisions of paragraphs 12.1, 12.2, 12.3 and 12.4 of Section 12 (*Governing Law and Dispute Resolution*) of the Revenues Pledge Agreement (as amended by this Agreement) are hereby incorporated by reference into, and made a part of, this Agreement as if fully set forth herein in full, *mutatis mutandis* and (without prejudice to the generality thereof) as if reference therein to this "Agreement" were to this Agreement.

**PRIVILEGES ANd Immunities OF THE BANK**

Nothing in this Agreement shall be construed as a waiver, renunciation or other modification of any immunities, privileges or exemptions of the Bank accorded under the Agreement Establishing the European Bank for Reconstruction and Development, any international convention or any applicable law.

**ANNEX 1**

**PART 1**

**RELEASED ASSETS**

|  |  |  |
| --- | --- | --- |
| **No.**  **Crt.** | **Type of Revenue** | **Account/ Sub-account No. opened with Piteşti Municipality Treasury** |
|  | Profit tax from economic agents | RO05TREZ04621010201XXXXX |
|  | Tax on lawyers and notary public fees | RO31TREZ04621030217XXXXX |
|  | Income tax from the real estate transfer within the personal patrimony | RO66TREZ04621030218XXXXX |
|  | Quotas broken down from the income tax | RO77TREZ04621040201XXXXX |
|  | Amounts allotted from the income tax quotas to balance the local budgets | RO85TREZ04621040204XXXXX |
|  | Other income, profit and capital proceeds taxes | RO70TREZ04621050250XXXXX |
|  | Portions allocated from the salary tax – outstanding taxes from previous years | RO63TREZ04621060202XXXXX |
|  | Building tax from individuals | RO56TREZ0462107020101XXX |
|  | Building taxes and fees from legal entities | RO06TREZ0462107020102XXX |
|  | Property tax from individuals | RO03TREZ0462107020201XXX |
|  | Property tax and fees from individuals | RO50TREZ0462107020202XXX |
|  | Tax on the land located outside the urban boundaries (*extravilan* in Romanian) - outsanding taxes from previous years | RO97TREZ0462107020203XXX |
|  | Judicial stamp duties and other stamp duties | RO25TREZ04621070203XXXXX |
|  | Other taxes and duties on property | RO21TREZ04621070250XXXXX |
|  | Hotel taxes | RO91TREZ04621120207XXXXX |
|  | Tax on entertainment (*taxa pe spectacole*, in Romanian) | RO50TREZ04621150201XXXXX |
|  | Other taxes on specific services | RO19TREZ04621150250XXXXX |
|  | Tax on transport means of individuals | RO75TREZ0462116020201XXX |
|  | Tax on transport means of legal entities | RO25TREZ0462116020202XXX |
|  | Taxes and fees for issuance of licenses and operational authorisations | RO47TREZ04621160203XXXXX |
|  | Other taxes on using goods, authorisation of using of goods or of activities | RO43TREZ04621160250XXXXX |
|  | Other taxes and duties | RO91TREZ04621180250XXXXX |
|  | Payments from the net profit of regia autonomous (*regii autonome*, in Romanian), commercial and national companies (*societăţi şi companii naţionale*, in Romanian) | RO22TREZ04621300201XXXXX |
|  | Revenues from concessions and leases | RO65TREZ04621300205XXXXX |
|  | Revenues from dividends from other taxpayers | RO13TREZ0462130020802XXX |
|  | Other revenues from property | RO88TREZ04621300250XXXXX |
|  | Other revenues from interests | RO19TREZ04621310203XXXXX |
|  | Revenues from provisions of services | RO48TREZ04621330208XXXXX |
|  | Contribution of parents or legal tutors for keeping the children in crèches | RO21TREZ04621330210XXXXX |
|  | Contributions owed by the persons beneficiaries of the services of social assistance canteens | RO91TREZ04621330212XXXXX |
|  | Fees from cadastre activities and agriculture | RO26TREZ04621330224XXXXX |
|  | Monthly contribution of the parents for support alimony of the children in the social protection units | RO34TREZ04621330227XXXXX |
|  | Incomes from the recovering of judging expenditure, charges and compensations | RO69TREZ04621330228XXXXX |
|  | Other revenues from provision of service and other activities | RO63TREZ04621330250XXXXX |
|  | Extra- judicial stamp duties | RO56TREZ04621340202XXXXX |
|  | Other revenues from administrative fees, issuance of permits | RO87TREZ04621340250XXXXX |
|  | Income from fines, other legal sanctions | RO45TREZ04621350201XXXXX |
|  | Penalties for non-submitting or submitting with delay the taxes and fees statements | RO80TREZ04621350202XXXXX |
|  | Revenues from capitalization of abandoned or under seizure goods, and other amounts stated together with the seizure | RO18TREZ04621350203XXXXX |
|  | Other fines, penalties and seizures | RO14TREZ04621350250XXXXX |
|  | Revenues from the application of the extinctive prescription | RO69TREZ04621360201XXXXX |
|  | Payments from revenues and/or available funds of public institutions | RO15TREZ04621360205XXXXX |
|  | Revenues from recovered state aid | RO31TREZ04621360211XXXXX |
|  | Other revenues | RO38TREZ04621360250XXXXX |
|  | Donations and sponsorships | RO93TREZ04621370201XXXXX |
|  | Other volunteer transfers | RO62TREZ04621370250XXXXX |
|  | Revenues from capitalization of some goods of public institutions | RO44TREZ04621390201XXXXX |
|  | Revenues from the sale of dwellings built from state funds | RO17TREZ04621390203XXXXX |
|  | Revenues from privatisation | RO52TREZ04621390204XXXXX |
|  | Revenues from the sale of some goods from the private domain of the state | RO60TREZ04621390207XXXXX |

**PART 2**

**COUNTY ACCOUNTS OPENED WITH THE PITESTI MUNICIPALITY TREASURY**

|  |  |  |
| --- | --- | --- |
| **No.**  **Crt.** | **Type of Revenue** | **Account/ Sub-account No. opened with Piteşti Municipality Treasury** |
|  | Other revenues from concessions and leasing | RO65TREZ04621A300530XXXX |

**ANNEX 2**

**NOTICE OF SECURITY ON THE COUNTY’S ACCOUNTS**

To: Pitesti Municipality Treasury

Re: Pledge on Treasury Accounts/Revenues

Dear Sirs,

We hereby give you notice that, by the Revenues Pledge Agreement dated 27 August 2010, as amended by the Amendment Agreement No. 1 dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2015 (the **Revenues Pledge Agreement**) the County of Arges (the “**County**") pledged the County’s own revenues, as defined under Article 5(1) (a) of the Local Public Finance Law, comprising all revenues derived from the payments made or other revenues under the Landfill Concession Agreement (as defined under the Revenues Pledge Agreement) in excess of the amount payable into the MRD account and all the rights of the County in relation thereto as well as the treasury accounts and the sub-accounts held by the Pitesti Municipality Treasury where such revenues are collected in favour of the European Bank for Reconstruction of Development (the "**Bank**"), for securing the maximum secured amount of EUR 7,350,000 under the terms and conditions of the Revenues Pledge Agreement.

Consequently please be on notice that the following revenues and the following accounts/sub-accounts opened with the Pitesti Municipality Treasury are pledged in favour of the Bank:

|  |  |  |
| --- | --- | --- |
| **No.**  **Crt.** | **Type of Revenue** | **Account/ Sub-account No. opened with Piteşti Municipality Treasury** |
|  | Other revenues from concessions and leasing | RO65TREZ04621A300530XXXX |

Yours truly,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for and on behalf of

County of Arges

**\* \* \* \* \* \* \* \* \* \***

**SIGNATURES PAGE**

By signing this Agreement, the County also confirms that the provisions of this Agreement have been discussed and negotiated and it expressly agrees with all the provisions in this Agreement 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 Clause 3 (*Partial Release of Security*) and 5 (*Governing law and dispute resolution*) of this Amendment.

CONSIDERING THE ABOVE, each of the Parties, acting through their representatives, executed this Amendment on the date first above written.

**IN WITNESS WHEREOF,** the Parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed in their respective names as of the date first above written.

|  |  |
| --- | --- |
| **COUNTY OF ARGEŞ** | |
| By: |  |
|  | Grigore Florin Tecău |
|  | President of the County Council |

|  |  |
| --- | --- |
| **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT** | |
| By: |  |
|  | [*name*] |
|  | [*title*] |