

# **Z A K O N**

## **O POTVRĐIVANJU FINANSIJSKOG UGOVORA (UNAPREĐENJE OBJEKATA PRAVOSUDNIH ORGANA) IZMEĐU REPUBLIKE SRBIJE I EVROPSKE INVESTICIONE BANKE**

### **Član 1.**

Potvrđuje se Finansijski ugovor (Unapređenje objekata pravosudnih organa) između Republike Srbije i Evropske investicione banke, potpisan 20. oktobra 2011. godine u Beogradu i 25. oktobra 2011. godine u Luksemburgu u originalu na engleskom jeziku.

### **Član 2.**

Tekst Finansijskog ugovora (Unapređenje objekata pravosudnih organa) između Republike Srbije i Evropske investicione banke, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

FI N°31.147 (RS)

Serapis N°2009-0405

## **Upgrading of Judiciary Buildings**

### **Finance Contract**

*between the*

Republic of Serbia

*and*

European Investment Bank

Belgrade, 20 October 2011

Luxembourg, 25 October 2011

**THIS CONTRACT IS MADE BETWEEN:**

the Republic of Serbia, represented by  
Mr. Dusan Nikezic, State Secretary in  
the Ministry of Finance (the “**Borrower**”)

of the first part, and

the European Investment Bank having  
its seat at 100 blvd Konrad Adenauer,  
Luxembourg, L-2950 Luxembourg,  
represented by Head of Division Mr.  
Domonique Courbin, and Head of  
Division Mr. Massimo Novo (the “**Bank**”)

of the second part.

**WHEREAS:**

- (1) The Borrower has stated that it is undertaking a project of an investment programme designated by the Ministry of Justice over the years 2011-2015 comprising in total 16 sub-projects of refurbishment, re-construction and new construction of judiciary facilities throughout Serbia as more particularly described in the technical description (the "**Technical Description**") set out in Schedule A (the "**Project**"). The Project promoter and responsible for its implementation will be the Ministry of Justice of the Republic of Serbia (the "**Promoter**").
- (2) The total cost of the Project, as estimated by the Bank, is EUR 91,440,000 (ninety one million Euros) and the Borrower has stated that it intends to finance the Project as follows:

| <b>Source</b>         | <b>Amount (M EUR)</b> |
|-----------------------|-----------------------|
| Credit from the Bank  | 45.00                 |
| Other funding sources | 46.44                 |
| <b>TOTAL</b>          | <b>91.44</b>          |

- (3) In order to fulfil the financing plan set out in Recital (2), the Borrower has requested from the Bank a credit equivalent to EUR 45,000,000 (forty five million Euros).
- (4) By Decision No. 633/2009/EC the European Parliament and the Council of the European Union has decided to grant a guarantee to the Bank against losses incurred by it under loans and loan guarantees granted from 2007 to 2011 in accordance with its own rules and procedures for projects carried out in certain countries outside the European Union listed in the said Decision;
- (5) The Republic of Serbia (formerly Federal Republic of Yugoslavia) is one of the countries listed in the Decision No. 633/2009/EC and the 11 May 2009 concluded with the Bank a Framework Agreement governing the Bank's activities in the territory of the Republic of Serbia (hereinafter the "**Framework Agreement**");
- (6) The financing granted under this Contract falls within the scope of application of the Framework Agreement; the Borrower confirms the Bank's preferred creditor status as an international financial institution.
- (7) By Article 3 of the Framework Agreement, the Republic of Serbia agreed that interest and all other payments due to the Bank and arising out of activities envisaged by the Framework Agreement, as well as the assets and revenues of the Bank connected with such activities, shall be exempt from tax.
- (8) By Article 4 of the Framework Agreement, the Republic of Serbia agreed that throughout the life of any financial operation concluded pursuant to the Framework Agreement it shall:
  - (1) ensure (i) that Beneficiaries may convert into any fully convertible currency, at the prevailing market exchange rate, the amounts in the national currency of the Republic of Serbia necessary for the timely payment of all sums due to the Bank in respect of loans and guarantees in connection with any project; and (ii) that such amounts shall be freely, immediately and effectively transferable outside the territory of the Republic of Serbia in accordance with the terms of the relevant contractual or other instrument;
  - (2) ensure (i) that the Bank may convert into any fully convertible currency, at the prevailing market exchange rate, the amounts in the national currency of the Republic of Serbia received by the Bank by way of payments arising in respect of loans and guarantees or any other activity and that the Bank may freely,

immediately and effectively transfer the amounts so converted outside the territory of the Republic of Serbia to such bank accounts as the Bank may freely determine; or, at the Bank's option, (ii) that it may freely dispose of such amounts within the territory of the Republic of Serbia; and (iii) that the Bank may convert into the national currency of the Republic of Serbia, at the prevailing market exchange rate, any amounts in any fully convertible currency;

- (9) The Bank considering that the financing of the Project falls within the scope of its functions, and having regard to the statements and facts cited in these Recitals, has decided to give effect to the Borrower's request providing to it a first credit in an amount equivalent to EUR 15,000,000 (fifteen million Euros) under this Finance Contract (the "**Contract**"); provided that the amount of the Bank loan shall not, in any case, exceed 50% (fifty per cent) of the total cost of the Project set out in Recital (2).
- (10) The Statute of the Bank provides that the Bank shall ensure that its funds are used as rationally as possible in the interests of the European Union; and, accordingly, the terms and conditions of the Bank's loan operations must be consistent with relevant EU policies.
- (11) In accordance with the Recommendations of the Financial Action Task Force, as established within the Organisation for Economic Cooperation and Development, the Bank gives special attention to its transactions and its business relations in those cases where it provides finance (a) for a project located in a country that does not sufficiently apply those recommendations or (b) for a borrower or beneficiary resident in any such country.
- (12) EIB considers that access to information plays an essential role in the reduction of environmental and social risks, including human rights violations, linked to the projects it finances. EIB has therefore established its Transparency policy, the purpose of which is to enhance the accountability of the EIB Group towards its stakeholders and the EU citizens in general, by giving access to the information that will enable them to understand its governance, strategy, policies, activities and practices.

**NOW THEREFORE** it is hereby agreed as follows:

## **INTERPRETATION AND DEFINITIONS**

### **(a) Interpretation**

- (i) References in this Contract to Articles, Recitals, Schedules and Annexes are, save if explicitly stipulated otherwise, references respectively to articles of, and recitals, schedules and annexes to this Contract.
- (ii) References in this Contract to a provision of law is a reference to that provision as amended or re-enacted.
- (iii) References in this Contract to any other agreement or instrument is a reference to that other agreement or instrument as amended, novated, supplemented, extended or restated.

### **(b) Definitions**

In this Contract:

**"Acceptance Deadline"** for a notice means:

- (a) 16h00 Luxembourg time on the day of delivery, if the notice is delivered by 14h00 Luxembourg time on a Business Day; or

- (b) 11h00 Luxembourg time on the next following day which is a Business Day, if the notice is delivered after 14h00 Luxembourg time on any such day or is delivered on a day which is not a Business Day.

**“Bank’s Guide to Procurement”** means the guide to procurement of the Bank based on EU Directives (Directive 2004/18/EC in particular) as published on its website.

**“Building B”** means the building as better described in the Technical Description.

**“Building C”** means the building as better described in the Technical Description.

**“Building D”** means the building as better described in the Technical Description.

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

**“Change-of-Law Event”** has the meaning given to it in Article 4.03A(3).

**“Contract”** has the meaning given to it in Recital (4).

**“Credit”** has the meaning given to it in Article 1.01.

**“Disbursement Notice”** means a notice from the Bank to the Borrower pursuant to and in accordance with Article 1.02C.

**“Disbursement Request”** means a notice substantially in the form set out in Schedule C.1.

**“Disruption Event”** means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Contract; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of either the Bank or the Borrower, preventing that party:
  - (i) from performing its payment obligations under this Contract; or
  - (ii) from communicating with other parties,

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

**“Environment”** means the following, in so far as they affect human health and social well-being:

- (a) fauna and flora;
- (b) soil, water, air, climate and the landscape; and
- (c) cultural heritage and the built environment,

and includes, without limitation, occupational and community health and safety matters and working conditions

**“Environmental Approval”** means any permit, licence, authorisation, consent or other approval required by Environmental Law.

**“Environmental Claim”** means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.

**“Environmental Law”** means:

- (a) EU law, standards and principles save for any derogation accepted by the Bank for the purpose of this Contract based on any agreement between the Republic of Serbia and the EU;
- (b) the laws and regulations of the Republic of Serbia; and

(c) applicable international treaties,

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

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

**“Final Availability Date”** means 31 December 2015.

**“Fixed Rate”** means an annual interest rate determined by the Bank in accordance with the applicable principles from time to time laid down by the governing bodies of the Bank for loans made at a fixed rate of interest, denominated in the currency of the Tranche and bearing equivalent terms for the repayment of capital and the payment of interest.

**“Fixed Rate Tranche”** means a Tranche on which Fixed Rate is applied.

**“Floating Rate”** means a fixed-spread floating interest rate, that is to say an annual interest rate equal to the Relevant Interbank Rate plus or minus the Spread, determined by the Bank for each successive Floating Rate Reference Period.

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

**“Floating Rate Tranche”** means a Tranche on which Floating Rate is applied.

**“Indemnifiable Prepayment Event”** means a prepayment event under Article 4.03A other than paragraph 4.03A(2).

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

**“Interest Revision/Conversion Date”** means the date, which shall be a Payment Date, specified by the Bank pursuant to Article 1.02C in the Disbursement Notice or pursuant to Article 3 and Schedule D.

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

**“Interest Revision/Conversion Request”** means a written notice from the Borrower, delivered at least 75 (seventy-five) days before an Interest Revision/Conversion Date, requesting the Bank to submit to it an Interest Revision/Conversion Proposal for an amount which, at the proposed Interest Revision/Conversion Date, is not less than EUR 10,000,000 (ten million Euros) or the equivalent thereof. The Interest Revision/Conversion Request shall also specify:

- (a) Payment Dates chosen in accordance with the provisions of Article 3.01;
- (b) the preferred repayment schedule chosen in accordance with Article 4.01; and
- (c) any further Interest Revision/Conversion Date chosen in accordance with Article 3.01.

**“LIBOR”** has the meaning given to it in Schedule B.

**“Loan”** means the aggregate amount of Tranches disbursed from time to time by the Bank under this Contract.

**“Market Disruption Event”** means in relation to a specific Notified Tranche or to a Tranche in respect of which an Interest Revision/Conversion Proposal has been accepted by the Borrower in accordance with Schedule D:

- (a) there are, in the reasonable opinion of the Bank, exceptional circumstances adversely affecting the Bank's access to its sources of funding;
- (b) in the opinion of the Bank, funds are not available from its ordinary sources of funding to fund such Tranche in the relevant currency and/or for the relevant maturity and/or in relation to the reimbursement profile of such Tranche;
- (c) in relation to Tranche in respect of which interest is payable at Floating Rate:
  - (A) the cost to the Bank of obtaining funds from its sources of funding, as determined by the Bank, for a period equal to the Floating Rate Reference Period of a Tranche (i.e. in the money market) would be in excess of the applicable Relevant Interbank Rate;

or

- (B) the Bank determines that adequate and fair means do not exist for ascertaining the applicable Relevant Interbank Rate for the relevant currency of such Tranche or it is not possible to determine the Relevant Interbank Rate in accordance with the definition contained in Schedule B.

**"Material Adverse Change"** means, in relation to the Borrower any event or change of condition affecting the Borrower, which, in the opinion of the Bank:

- (a) materially impairs the ability of the Borrower to perform its obligations under this Contract; or
- (b) materially impairs the, financial condition or prospects of the Borrower.

**"Maturity Date"** means the last or sole repayment date of a Tranche specified pursuant to Article 4.01A(b)(iv) or Article 4.01B.

**"Notified Tranche"** means a Tranche in respect of which the Bank has issued a Disbursement Notice.

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

- (a) for a Fixed Rate Tranche, the following Relevant Business Day, without adjustment to the interest due under Article 3.01 except for those cases where repayment is made in a single instalment according to Article 4.01B, when the preceding Relevant Business Day shall apply instead to this single instalment and last interest payment and only in this case, with adjustment to the interest due under Article 3.01; and
- (b) for a Floating Rate Tranche, the next day, if any, of that calendar month that is a Relevant Business Day or, failing that, the nearest preceding day that is a Relevant Business Day, in all cases with corresponding adjustment to the interest due under Article 3.01.

**"Prepayment Amount"** means the amount of a Tranche to be prepaid by the Borrower in accordance with Article 4.02A.

**"Prepayment Date"** means the date, which shall be a Payment Date, on which the Borrower proposes to effect prepayment of a Prepayment Amount.

**"Prepayment Notice"** means a written notice from the Borrower specifying, amongst other things, the Prepayment Amount and the Prepayment Date in accordance with Article 4.02A.

**"Project"** has the meaning given to it in Recital (1).

**"Promoter"** has the meaning given to it in Recital (1).

**“Qualifying Expenditure”** means expenditure (including costs of design and supervision, if relevant, and net of taxes and duties payable by the Borrower) incurred by the Borrower for the Project, in respect of works, goods and services relating to items specified in the Technical Description as eligible for financing under the Credit, which have been the object of contract or contracts executed on terms satisfactory to the Bank, having regard to the most recent edition of the Bank’s Guide to Procurement, as published on its website.

**“Redeployment Rate”** means the Fixed Rate in effect on the day of the indemnity calculation for fixed-rate loans denominated in the same currency and which shall have the same terms for the payment of interest and the same repayment profile to the Interest Revision/Conversion Date, if any, or the Maturity Date as the Tranche in respect of which a prepayment is proposed or requested to be made. For those cases where the period is shorter than the minimum intervals described under Article 3.01 the most closely corresponding money market rate equivalent will be used, that is the Relevant Interbank Rate minus 0.125% (12.5 basis points) for periods of up to 12 (twelve) months. For periods falling between 13 and 36/48 months as the case may be, the bid point on the swap rates as published by Intercapital in Reuters for the related currency and observed by the Bank at the time of calculation will apply.

**“Relevant Business Day”** means:

- (a) for EUR, a day which is a TARGET DAY; 1 and
- (b) for any other currency, a day on which banks are open for general business in the principal domestic financial centre of the relevant currency.

**“Relevant Interbank Rate”** means:

- (a) EURIBOR for a Tranche denominated in EUR;
- (b) LIBOR for a Tranche denominated in GBP or USD; and
- (c) the market rate and its definition chosen by the Bank and separately communicated to the Borrower, for a Tranche denominated in any other currency.

**“Scheduled Disbursement Date”** means the date on which a Tranche is scheduled to be disbursed in accordance with Article 1.02B.

**“Spread”** means the fixed spread to the Relevant Interbank Rate (being either plus or minus) determined by the Bank and notified to the Borrower in the relevant Disbursement Notice or Interest Revision/Conversion Proposal.

**“Technical Description”** has the meaning given to it in Recital (1).

**“Tranche”** means each disbursement made or to be made under this Contract.

## **ARTICLE 1**

### **Credit and Disbursements**

#### **1.01 Amount of Credit**

By this Contract the Bank establishes in favour of the Borrower, and the Borrower accepts, the credit in an amount equivalent to EUR 15,000,000 (fifteen million Euros) for the financing of the Project (the **“Credit”**).

#### **1.02 Disbursement procedure**

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<sup>1</sup> On 14 December 2000, the Governing Council of the European Central Bank (ECB) has decided that, from 2002 until further notice, the Trans-European Automated Real-time Gross settlement Express Transfer 2 (TARGET 2) system will be closed, in addition to Saturdays and Sundays, on the following days: New Year's Day, Good Friday and Easter Monday, 1 May, Christmas Day and 26 December.



#### 1.02A **Tranches**

The Bank shall disburse the Credit in up to 5 (five) Tranches. The amount of each Tranche, if not being the undrawn balance of the Credit, shall be in a minimum amount the equivalent to EUR 3,000,000 (three million Euros).

#### 1.02B **Disbursement Request**

- (a) The Borrower may present to the Bank a Disbursement Request for the disbursement of a Tranche, to be received by the latest on or prior to 15 (fifteen) days before the Final Availability Date. The Disbursement Request shall be in the form set out in Schedule C and shall specify:
  - (i) the amount and currency of the Tranche;
  - (ii) the preferred disbursement date for the Tranche; such preferred disbursement date must be a Relevant Business Day falling at least 15 (fifteen) days after the date of the Disbursement Request and on or before the Final Availability Date, it being understood that the Bank may disburse the Tranche up to 4 (four) calendar months from the date of the Disbursement Request;
  - (iii) whether the Tranche is a Fixed Rate Tranche or a Floating Rate Tranche, each pursuant to the relevant provisions of Article 3.01;
  - (iv) the preferred interest payment periodicity for the Tranche, chosen in accordance with Article 3.01;
  - (v) the preferred terms for repayment of principal for the Tranche, chosen in accordance with Article 4.01;
  - (vi) the preferred first and last dates for repayment of principal for the Tranche;
  - (vii) the Borrower's choice of Interest Revision/Conversion Date, if any, for the Tranche; and
  - (viii) the IBAN code (or appropriate format in line with local banking practice) and SWIFT BIC of the bank account to which disbursement of the Tranche should be made in accordance with Article 1.02D.
- (b) If the Bank, following a request by the Borrower, has provided the Borrower, before the submission of the Disbursement Request, with a non-binding fixed interest rate or spread quotation to be applicable to the Tranche, the Borrower may also at its discretion specify in the Disbursement Request such quotation, that is to say:
  - (i) in the case of a Fixed Rate Tranche, the aforementioned fixed interest rate previously quoted by the Bank; or
  - (ii) in the case of a Floating Rate Tranche, the aforementioned spread previously quoted by the Bank,applicable to the Tranche until the Maturity Date or until the Interest Revision/Conversion Date, if any.
- (c) Each Disbursement Request shall be accompanied by evidence of the authority of the person or persons authorised to sign it and the specimen signature of such person or persons or a declaration by the Borrower that no change has occurred in relation to the authority of the person or persons authorised to sign Disbursement Requests under this Contract.
- (d) Subject to Article 1.02C(b), each Disbursement Request is irrevocable.

#### **1.02C Disbursement Notice**

- (a) Not less than 10 (ten) days before the proposed Scheduled Disbursement Date of a Tranche the Bank shall, if the Disbursement Request conforms to this Article 1.02, deliver to the Borrower a Disbursement Notice which shall specify:
  - (i) the currency, amount and EUR equivalent of the Tranche;
  - (ii) the Scheduled Disbursement Date;
  - (iii) the interest rate basis for the Tranche;
  - (iv) the first interest Payment Date and the periodicity for the payment of interest for the Tranche;
  - (v) the terms for repayment of principal for the Tranche;
  - (vi) the first and last dates for repayment of principal for the Tranche;
  - (vii) the applicable Payment Dates for the Tranche;
  - (viii) the Interest Revision/Conversion Date, if requested by the Borrower, for the Tranche; and
  - (ix) for a Fixed Rate Tranche the Fixed Rate and for a Floating Rate Tranche the Spread.
- (b) If one or more of the elements specified in the Disbursement Notice does not reflect the corresponding element, if any, in the Disbursement Request, the Borrower may following receipt of the Disbursement Notice revoke the Disbursement Request by written notice to the Bank to be received no later than 12h00 Luxembourg time on the next Business Day and thereupon the Disbursement Request and the Disbursement Notice shall be of no effect. If the Borrower has not revoked in writing the Disbursement Request within such period, the Borrower will be deemed to have accepted all elements specified in the Disbursement Notice.
- (c) If the Borrower has presented to the Bank a Disbursement Request in which the Borrower has not specified the fixed interest rate or spread as set out in Article 1.02B(b), the Borrower will be deemed to have agreed in advance to the Fixed Rate or Spread as subsequently specified in the Disbursement Notice.

#### **1.02D Disbursement Account**

Disbursement shall be made to the account of the Borrower as the Borrower shall notify in writing to the Bank not later than 15 (fifteen) days before the Scheduled Disbursement Date (with IBAN code or with the appropriate format in line with local banking practice).

Only one account may be specified for each Tranche.

#### **1.03 Currency of disbursement**

Subject to availability, disbursement of each Tranche shall be made in EUR or any other currency that is widely traded on the principal foreign exchange markets.

For the calculation of the sums available to be disbursed in currencies other than EUR, and to determine their equivalent in EUR, the Bank shall apply the rate published by the European Central Bank in Frankfurt, available on or shortly before submission of the Disbursement Notice as the Bank shall decide.

#### **1.04 Conditions of disbursement**

##### **1.04A First Tranche**

The disbursement of the first Tranche under Article 1.02:

- (l) is conditional upon receipt by the Bank in form and substance satisfactory to it, on or before the date falling 7 (seven) Business Days before the Scheduled Disbursement Date, of the following documents or evidence:
  - (a) evidence satisfactory to the Bank that the execution of this Contract by the Borrower has been duly authorised and that the person or persons signing the Contract on behalf of the Borrower is/are duly authorised to do so together with the specimen signature of each such person or persons;
  - (b) evidence of the Borrower's ownership of the site for Building C;
  - (c) a legal opinion issued by the Minister of Justice of the Borrower on the due execution of this Contract by the Borrower;
  - (d) evidence that tenders related to the components of the projects to be financed by the Bank comply with the Bank's Guide to Procurement; the relevant procurement documentation has to be satisfactory to the Bank.
  - (e) evidence that, for the three sub-projects in Belgrade, Buildings B, Building C and Building D, the procurement plans has been submitted for approval to the Bank as set out in the Technical Description which shall include (1) procurement plan (2) work plan and (3) budget;
  - (f) evidence that all exchange control consents specified by the Bank or indicated in the legal opinion given under paragraph (d) above as being necessary have been obtained to permit the Borrower to receive disbursements as provided in this Contract, to repay the Loan and to pay interest and all other amounts due hereunder.

#### **1.04B All Tranches**

The disbursement of each Tranche under Article 1.02, including the first, is conditional upon:

- (a) receipt by the Bank in form and substance satisfactory to it, on or before the date falling 7 (seven) Business Days before the Scheduled Disbursement Date for the proposed Tranche, of the following documents or evidence:
  - (i) a certificate from the Borrower in the form of Schedule C.2;
  - (ii) evidence that the Borrower has obtained all necessary consents, authorisations, licences or approvals of governmental or public bodies or authorities required in connection with this Contract and the Project for the relevant Tranche;
  - (iii) for disbursement related to Building B, confirmation by the Promoter that it has obtained, from the architects of the Building B all necessary consents in connection to the refurbishment and/or re-construction of such building, including confirmation that no intellectual property are outstanding;
  - (iv) evidence demonstrating that, following drawdown of the relevant Tranche, the aggregate amount of the Loan or Loans will not exceed the aggregate Qualifying Expenditure incurred or contractually committed by the Borrower in respect of the Project up to the date of the relevant Disbursement Request;
  - (v) evidence that the Borrower has established a Project Implementation Unit ("PIU") and that it is adequately staffed and equipped with qualified and dedicated personnel to the satisfaction of the Bank as well as supported and advised by suitable technical assistance, under terms of reference approved by the Bank;

- (vi) a copy of any other authorisation or other document, opinion or assurance which the Bank has notified the Borrower is necessary or desirable in connection with the entry into and performance of, and the transactions contemplated by, the Contract or the validity and enforceability of the same.
- (b) that on the Scheduled Disbursement Date for the proposed Tranche:
  - (i) the representations and warranties which are repeated pursuant to Article 6.11 are correct in all respects; and
  - (ii) no event or circumstance which constitutes or would with the passage of time or giving of notice under this Contract constitute:
    - (aa) an event of default under Article 10.01, or
    - (bb) a prepayment event under Article 4.03,has occurred and is continuing unremedied or unwaived or would result from the proposed Tranche: and
  - (iii) the Bank is satisfied with the works on previous phase(s) and that the Promoter has adequately accommodated any concerns raised by the Bank.

## **1.05 Deferment of disbursement**

### **1.05A Grounds for deferment**

Upon the written request of the Borrower, the Bank shall defer the disbursement of any Notified Tranche in whole or in part to a date specified by the Borrower being a date falling not later than 6 (six) months from its Scheduled Disbursement Date, in any case not later than 60 days prior to the first repayment date of the Tranche. In such case, the Borrower shall pay the deferment indemnity as determined pursuant to Article 1.05B below.

Any request for deferment shall have effect in respect of a Tranche only if it is made at least 7 (seven) Business Days before its Scheduled Disbursement Date.

If any of the conditions referred to in Article 1.04 is not fulfilled as at the specified date and at the Scheduled Disbursement Date, and the Bank is of the opinion that it will not be satisfied, disbursement will be deferred to a date agreed between the Bank and the Borrower falling not earlier than 7 (seven) Business Days following the fulfilment of all conditions of disbursement.

### **1.05B Deferment indemnity**

If the disbursement of any Notified Tranche is deferred, whether at the request of the Borrower or by reason of non-fulfilment of the conditions of disbursement, the Borrower shall, upon demand by the Bank, pay an indemnity on the amount of disbursement deferred. Such indemnity shall accrue from the Scheduled Disbursement Date to the actual disbursement date or, as the case may be, until the date of cancellation of the Notified Tranche in accordance with this Contract at a rate equal to **R1** minus **R2**, where:

**"R1"** means the rate of interest that would have applied from time to time pursuant to Article 3.01 and the relevant Disbursement Notice, if the Tranche had been disbursed on the Scheduled Disbursement Date; and

**"R2"** means the Relevant Interbank Rate less 0.125% (12.5 basis points); provided that for the purpose of determining the Relevant Interbank Rate in relation to this Article 1.05, the relevant periods provided for in Schedule B shall be successive periods of 1 (one) month commencing on the Scheduled Disbursement Date.

Furthermore, the indemnity:

- (a) shall be calculated using the day count convention applicable to R1;
- (b) where R2 exceeds R1, shall be set at zero; and
- (c) shall be payable in accordance with Article 1.10.

**1.05C Cancellation of a disbursement deferred by 6 (six) months**

The Bank may, by notice in writing to the Borrower, cancel a disbursement which has been deferred under Article 1.05A by more than 6 (six) months in aggregate. The cancelled amount shall remain available for disbursement under Article 1.02.

**1.06 Cancellation and suspension**

**1.06A Borrower's right to cancel**

The Borrower may at any time by notice in writing to the Bank cancel, in whole or in part and with immediate effect, the undisbursed portion of the Credit. However, the notice shall have no effect in respect of a Notified Tranche which has a Scheduled Disbursement Date falling within 5 (five) Business Days of the date of the notice.

**1.06B Bank's right to suspend and cancel**

The Bank may, by notice in writing to the Borrower, suspend and/or cancel the undisbursed portion of the Credit in whole or in part at any time and with immediate effect:

- (i) upon the occurrence of an event or circumstance mentioned in Article 4.03A or 10.01 or an event or circumstance which would with the passage of time or giving of notice under this Contract constitute an event under Article 4.03A or an event of default under Article 10.01; or
- (ii) if, acting reasonably, it is not satisfied that the warranties and undertakings given by the Borrower in Articles 6 and 8.04 have been complied with.

Any suspension shall continue until the Bank ends the suspension or cancels the suspended amount.

**1.06C Indemnity for suspension and cancellation of a Tranche**

**1.06C(1) SUSPENSION**

If the Bank suspends a Notified Tranche, whether upon an Indemnifiable Prepayment Event or an event mentioned in Article 10.01, the Borrower shall indemnify the Bank under Article 1.05B.

**1.06C(2) CANCELLATION**

If pursuant to Article 1.06A, the Borrower cancels:

- (a) a Fixed Rate Tranche which is a Notified Tranche, it shall indemnify the Bank under Article 4.02B;
- (b) a Floating Rate Notified Tranche or any part of the Credit other than a Notified Tranche, no indemnity is payable.

If the Bank cancels a Fixed Rate Tranche which is a Notified Tranche upon an Indemnifiable Prepayment Event or pursuant to Article 1.05C, the Borrower shall indemnify the Bank under Article 4.02. If the Bank cancels a Notified Tranche upon an event mentioned in Article 10.01, the Borrower shall indemnify the Bank under Article 10.03. Save in these cases, no indemnity is payable upon cancellation of a Tranche by the Bank.

An indemnity shall be calculated on the basis that the cancelled amount is deemed to have been disbursed and repaid on the Scheduled Disbursement Date or, to the extent that the disbursement of the Tranche is currently deferred or suspended, on the date of the cancellation notice.

**1.07 Cancellation after expiry of the Credit**

Any time after the Final Availability Date, the Bank may by notice to the Borrower and without liability arising on the part of either party, cancel such amount of the Credit in respect of which no Disbursement Request has been made in accordance with Article 1.02B.

**1.10 Sums due under Article 1**

Sums due under Articles 1.05 and 1.06 shall be payable in the currency of the Tranche concerned. They shall be payable within 15 (fifteen) days of the Borrower's receipt of the Bank's demand or within any longer period specified in the Bank's demand.

**ARTICLE 2**

**The Loan**

**2.01 Amount of Loan**

The Loan shall comprise the aggregate amount of Tranches disbursed by the Bank under the Credit, as confirmed by the Bank pursuant to Article 2.03.

**2.02 Currency of repayment, interest and other charges**

Interest, repayments and other charges payable in respect of each Tranche shall be made by the Borrower in the currency in which the Tranche is disbursed.

Any other payment shall be made in the currency specified by the Bank having regard to the currency of the expenditure to be reimbursed by means of that payment.

**2.03 Confirmation by the Bank**

Within 10 (ten) days after disbursement of each Tranche, the Bank shall deliver to the Borrower the amortisation table referred to in Article 4.01, if appropriate, showing the disbursement date, currency, the amount disbursed, the repayment terms and the interest rate of and for that Tranche.

**ARTICLE 3**

**Interest**

**3.01 Rate of interest**

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

**3.01A Fixed Rate Tranches**

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

Interest shall be calculated on the basis of Article 5.01(a) at an annual rate that is the Fixed Rate.

### **3.01B Floating Rate Tranches**

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

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

If pursuant to Articles 1.05 and 1.06 disbursement of any Floating Rate Tranche takes place after the Scheduled Disbursement Date the Relevant Interbank Rate applicable to the first Floating Rate Reference Period shall apply as though the disbursement had been made on the Scheduled Disbursement Date.

Interest shall be calculated in respect of each Floating Rate Reference Period on the basis of Article 5.01(b).

### **3.01C Revision or Conversion of Tranches**

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

### **3.02 Interest on overdue sums**

Without prejudice to Article 10 and by way of exception to Article 3.01, interest shall accrue on any overdue sum payable under the terms of this Contract from the due date to the date of payment at an annual rate equal to the Relevant Interbank Rate plus 2% (200 basis points) and shall be payable in accordance with the demand of the Bank. For the purpose of determining the Relevant Interbank Rate in relation to this Article 3.02, the relevant periods within the meaning of Schedule B shall be successive periods of one month commencing on the due date.

However, interest on any overdue sums under a Fixed Rate Tranche shall be charged at the annual rate that is the sum of the rate defined in Article 3.01A plus 0.25% (25 basis points) if that annual rate exceeds, for any given relevant period, the rate specified in the preceding paragraph.

If the overdue sum is in a currency other than the currency of the Loan, the following rate per annum shall apply, namely the relevant interbank rate that is generally retained by the Bank for transactions in that currency plus 2% (200 basis points), calculated in accordance with the market practice for such rate.

### **3.03 Market Disruption Event**

If at any time between the date of issuance by the Bank of a Disbursement Notice in respect of a Tranche or the date that an Interest Revision/Conversion Proposal is issued by the Bank in accordance with Schedule D, and the date falling two Business Days prior to the Scheduled Disbursement Date or the relevant Interest Revision/Conversion Date, a Market Disruption Event occurs, the Bank may notify to the Borrower that this clause has come into effect. In such case, the following rules shall apply:

- (a) In the case of a Tranche to be disbursed in EUR, USD or GBP or a Tranche subject to Interest Revision /Conversion and denominated in EUR, USD or GBP, the rate of interest applicable to such Tranche or Tranche subject to Interest Revision/Conversion until the Maturity Date or the Interest Revision

/Conversion Date if any, 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. The Borrower shall have the right to refuse in writing such disbursement (or Interest Revision/Conversion) within the deadline specified in the notification and shall bear charges incurred as a result, if any, in which case the Bank shall not effect the disbursement and the corresponding Credit shall remain available for disbursement under Article 1.02B (or the Bank shall not effect the Interest Revision/Conversion in which case the Borrower shall repay the Tranche on the Interest Revision/Conversion Date). If the Borrower does not refuse the disbursement (or Interest Revision/Conversion) in time, the parties agree that the disbursement (or Interest Revision/Conversion) and the conditions thereof shall be fully binding for both parties;

- (b) In the case of a Tranche to be disbursed in a currency other than EUR, USD or GBP, the Bank shall notify to the Borrower the EUR equivalent to be disbursed on the Scheduled Disbursement Date and the relevant percentage rate as described above under (a) applicable to the Tranche until the Maturity Date or the Interest Revision/Conversion Date if any. The Borrower shall have the right to refuse in writing such disbursement within the deadline specified in the notification, in which case the Bank shall not effect the disbursement and the corresponding portion of the Credit shall remain available for disbursement under Article 1.02B. If the Borrower does not refuse the disbursement in time, the parties agree that the disbursement in EUR and the conditions thereof shall be fully binding for both parties.
- (c) In the case of a Tranche subject to Interest Revision/Conversion for which the Bank has issued an Interest Revision /Conversion Proposal and which is denominated in a currency other than EUR, USD or GBP, the parties agree that the denomination of the Tranche shall be converted to EUR, and the Bank shall notify to the Borrower the EUR equivalent of the Tranche in question and the relevant percentage rate as described above under (a) applicable to the Tranche from the Interest Revision/Conversion Date until the Maturity Date or the next Interest Revision/Conversion Date if any. The Borrower shall have the right to refuse in writing such currency conversion within the deadline specified in the notification, in which case the Borrower shall repay the Tranche in full on the Interest Revision/Conversion Date. If the Borrower does not refuse the currency conversion in time, the parties agree that the conversion of the Tranche to EUR and the conditions thereof shall be fully binding for both parties.

In each case the Spread or Fixed Rate previously notified by the Bank in the Disbursement Notice or in an Interest Revision/Conversion Proposal shall be no longer applicable.

#### **ARTICLE 4**

##### **Repayment**

#### **4.01 Normal repayment**

##### **4.01A Repayment by instalments**

- (a) The Borrower shall repay each Tranche by instalments on the Payment Dates specified in the relevant Disbursement Notice in accordance with the terms of the amortisation table delivered pursuant to Article 2.03.
- (b) Each amortisation table shall be drawn up on the basis that:



- (i) in the case of a Fixed Rate Tranche without an Interest Revision/Conversion Date, repayment shall be made on a constant annuity basis or by equal annual, semi-annual or quarterly instalments of principal;
- (ii) in the case of a Fixed Rate Tranche with an Interest Revision/Conversion Date or a Floating Rate Tranche, repayment shall be made by equal annual, semi-annual or quarterly instalments of principal;
- (iii) the first repayment date of each Tranche shall be a Payment Date falling not earlier than 60 days from the Scheduled Disbursement Date and not later than the first Payment Date immediately following the fifth anniversary of the Scheduled Disbursement Date of the Tranche; and
- (iv) the last repayment date of each Tranche shall be a Payment Date falling not earlier than 4 (four) years and not later than 25 years from the Scheduled Disbursement Date.

#### **4.01B Single instalment**

Alternatively, the Borrower may repay the Tranche in a single instalment on a Payment Date specified in the Disbursement Notice, being a date falling not less than 3 (three) years or more than 15 (fifteen) years from the Scheduled Disbursement Date.

### **4.02 Voluntary prepayment**

#### **4.02A Prepayment option**

Subject to Articles 4.02B, 4.02C and 4.04, the Borrower may prepay all or part of any Tranche, together with accrued interest and indemnities if any, upon giving a Prepayment Notice with at least 1 (one) month's prior notice specifying the Prepayment Amount and the Prepayment Date.

Subject to Article 4.02C the Prepayment Notice shall be binding and irrevocable.

#### **4.02B Prepayment indemnity**

4.02B(1) Unless the Borrower has accepted in writing a Fixed Rate in respect of an Interest Revision/Conversion Proposal pursuant to Schedule D, prepayment of a Tranche on its Interest Revision/Conversion Date as notified under Article 1.02C(viii), or in accordance with Schedule D, is effected without indemnity.

#### **4.02B(2) FIXED RATE TRANCHE**

Subject to Article 4.02B(1) above, if the Borrower prepays a Fixed Rate Tranche the Borrower shall pay to the Bank on the Prepayment Date an indemnity equal to the present value (as of the Prepayment Date) of the excess, if any, of:

- (a) the interest that would accrue thereafter on the Prepayment Amount over the period from the Prepayment Date to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not prepaid; over
- (b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.15% (fifteen basis points).

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

#### **4.02B(3) FLOATING RATE TRANCHE**

Subject to Article 4.02B(1) above, the Borrower may prepay a Floating Rate Tranche without indemnity on any relevant Payment Date.

#### 4.02C Prepayment mechanics

The Bank shall notify the Borrower, not later than 15 (fifteen) days prior to the Prepayment Date, of the Prepayment Amount, of the accrued interest due thereon and of the indemnity payable under Article 4.02B or, as the case may be, that no indemnity is due.

Not later than the Acceptance Deadline, the Borrower shall notify the Bank either:

- (a) that it confirms the Prepayment Notice on the terms specified by the Bank; or
- (b) that it withdraws the Prepayment Notice.

If the Borrower gives the confirmation under paragraph (a) above, it shall effect the prepayment. If the Borrower withdraws the Prepayment Notice or fails to confirm it in due time, it may not effect the prepayment. Save as aforesaid, the Prepayment Notice shall be binding and irrevocable.

The Borrower shall accompany the prepayment by the payment of accrued interest and indemnity, if any, due on the Prepayment Amount.

The Prepayment Amount shall be applied pro rata to each outstanding instalment.

#### 4.03 Compulsory prepayment

##### 4.03A Grounds for prepayment

###### 4.03A(1) PROJECT COST REDUCTION AND INSUFFICIENT QUALIFYING EXPENDITURE

Provided that the Loan can fund up to 100% of the cost of an individual sub-project, if the total cost of the Project should be reduced from the figure stated in Recital (2) to a level at which the amount of the Credit exceeds 50% (fifty per cent) of such cost, the Bank may in proportion to the reduction forthwith, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan. The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

In addition, if in respect of any disbursed Tranche, the Borrower fails to deliver to the Bank any of the documents referred to in Article 8.01 (d) by their respective due dates, the Bank may demand prepayment of the portion of the Tranche which exceeds the amount of Qualifying Expenditure incurred by the Borrower in respect of which the Borrower has produced evidence satisfactory to the Bank.

###### 4.03A(2) *PARI PASSU* TO Non-EIB Financing

If the Borrower voluntarily prepays (for the avoidance of doubt, prepayment shall include repurchase or cancellation where applicable) a part or the whole of any other Non-EIB Financing and such prepayment is not be made out of the proceeds of a loan having a term at least equal to the unexpired term of the Non-EIB Financing prepaid, the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan. The proportion of the Loan that the Bank may require to be prepaid shall be the same as the proportion that the prepaid amount of the Non-EIB Financing bears to the aggregate outstanding amount of all Non-EIB Financing.

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

For the purposes of this Article, "**Non-EIB Financing**" includes any loan, (save for the Loan), credit bond or other form of financial indebtedness or any obligation for the

payment or repayment of money originally granted to the Borrower for a term of more than 5 (five) years.

#### 4.03A(3) CHANGE OF LAW

The Borrower shall promptly inform the Bank if a Change-of-Law Event has occurred or is likely to occur. In such case, or if the Bank has reasonable cause to believe that a Change-of-Law Event has occurred or is about to occur, the Bank may request that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request. If, after the lapse of 30 (thirty) days from the date of such request for consultation the Bank is of the opinion that the effects of the Change-of-Law Event cannot be mitigated to its satisfaction, the Bank may by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan, together with accrued interest and all other amounts accrued or outstanding under this Contract.

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

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

#### 4.03B Prepayment mechanics

Any sum demanded by the Bank pursuant to Article 4.03A, together with any interest or other amounts accrued or outstanding under this Contract including, without limitation, any indemnity due under Article 4.03C, shall be paid on the date indicated by the Bank in its notice of demand and shall be applied in accordance with Article 10.05.

#### 4.03C Prepayment indemnity

In the case of an Indemnifiable Prepayment Event, the indemnity, if any, shall be determined in accordance with Article 4.02B.

If, moreover, pursuant to any provision of Article 4.03A the Borrower prepays a Tranche on a date other than a relevant Payment Date, the Borrower shall indemnify the Bank in such amount as the Bank shall certify is required to compensate it for receipt of funds otherwise than on a relevant Payment Date.

#### 4.04 General

A prepaid amount may not be reborrowed. This Article 4 shall not prejudice Article 10.

### ARTICLE 5

#### Payments

#### 5.01 Day count convention

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

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

- (b) for a Floating Rate Tranche, a year of 360 (three hundred and sixty) days (but 365 (three hundred and sixty five) days (invariable) for GBP and PLN) and the number of days elapsed.

**5.02 Time and place of payment**

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

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

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

**5.03 Set-off**

The Bank may set off any matured obligation due from the Borrower under this Contract (to the extent beneficially owned by the Bank) against any obligation (whether or not matured) owed by the Bank to the Borrower regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

**5.04 Disruption to Payment Systems**

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

- (a) the Bank may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Contract as the Bank may deem necessary in the circumstances;
- (b) the Bank shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes; and
- (c) the Bank shall not be liable for any damages, costs or losses whatsoever arising as a result of a Disruption Event or for taking or not taking any action pursuant to or in connection with this Article 5.04.

**ARTICLE 6**

**Borrower undertakings and representations**

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

*A. Project undertakings*

**6.01 Use of Loan and availability of other funds**

The Borrower shall use all amounts borrowed by it under the Loan for the execution of the Project.

The Borrower shall ensure that it has available to it the other funds listed in Recital 0 and that such funds are expended, to the extent required, on the financing of the Project.

**6.02 Completion of Project**

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

**6.03 Increased cost of Project**

If the total cost of the Project exceeds the estimated figure set out in Recital (2), the Borrower shall obtain the finance to fund the excess cost without recourse to the Bank, so as to enable the Project to be completed in accordance with the Technical Description. The plans for funding the excess cost shall be communicated to the Bank without delay.

**6.04 Procurement procedure**

The Borrower undertakes to purchase equipment, secure services and order works for the Project by open international tender or other acceptable procurement procedure complying, to the Bank's satisfaction, with its policy as described in its Guide to Procurement in force at the date of this Contract.

**6.05 Continuing Project undertakings**

The Borrower shall:

- (a) **Maintenance:** maintain, repair, overhaul and renew all property forming part of the Project as required to keep it in good working order;
- (b) **Project assets:** unless the Bank shall have given its prior consent in writing retain title to and possession of all or substantially all the assets comprising the Project or, as appropriate, replace and renew such assets and maintain the Project in substantially continuous operation in accordance with its original purpose; provided that the Bank may withhold its consent only where the proposed action would prejudice the Bank's interests as lender to the Borrower or would render the Project ineligible for financing by the Bank under its Statute or under Article 309 of the Treaty on the Functioning of the European Union;
- (c) **Insurance:** insure all works and property forming part of the Project with first class insurance companies in accordance with the most comprehensive relevant industry practice;
- (d) **Rights and Permits:** maintain in force all rights of way or use and all permits necessary for the execution and operation of the Project; and
- (e) **Environment:**
  - (i) implement and operate the Project in compliance with Environmental Law;
  - (ii) obtain and maintain requisite Environmental Approvals for the Project; and
  - (iii) comply with any such Environmental Approvals.
- (f) **EU law:**

execute and operate the Project in accordance with the relevant laws of the Republic of Serbia and the relevant standards of EU law, save for any general derogation made by the European Union.

*B. General undertakings*

#### **6.06 Compliance with laws**

The Borrower shall comply in all respects with all laws and regulations to which it or the Project is subject.

#### **6.07 General Representations and Warranties**

The Borrower represents and warrants to the Bank that:

- (a) it has the power to execute, deliver and perform its obligations under this Contract and all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of the same by it;
- (b) this Contract constitutes its legally valid, binding and enforceable obligations;
- (c) the execution and delivery of, the performance of its obligations under and compliance with the provisions of this Contract do not and will not:
  - (i) contravene or conflict with any applicable law, statute, rule or regulation, or any judgement, decree or permit to which it is subject;
  - (ii) contravene or conflict with any agreement or other instrument binding upon it which might reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Contract;
- (d) there has been no Material Adverse Change since [ ]<sup>2</sup>;
- (e) no event or circumstance which constitutes an event of default under Article 10.01 has occurred and is continuing unremedied or unwaived;
- (h) no litigation, arbitration, administrative proceedings or investigation is current or to its knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against it or any of its subsidiaries any unsatisfied judgement or award;
- (i) it has obtained all necessary consents, authorisations, licences or approvals of governmental or public bodies or authorities in connection with this Contract and the Project and all such consents, authorisations, licences or approvals are in full force and effect and admissible in evidence;
- (k) its payment obligations under this Contract rank not less than *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations under any of its debt instruments except for obligations mandatorily preferred by law applying to companies generally; and
- (l) it is in compliance with Article 6.05(e) and to the best of its knowledge and belief (having made due and careful enquiry) no Environmental Claim has been commenced or is threatened against it;

The representations and warranties set out above shall survive the execution of this Contract and are, except paragraph (d) above, deemed repeated on each Scheduled Disbursement Date and on each Payment Date.

#### **6.08 Integrity Commitment**

- (i) The Borrower warrants and undertakes that it has not committed, and no person to its present knowledge has committed, any of the following acts and that they will not commit, and no person, with their consent or prior knowledge, will commit any such act, that is to say:

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<sup>2</sup> DAY/MONTH/YEAR of CD approval.

- (a) the offering, giving, receiving or soliciting of any improper advantage to influence the action of an person holding a public office or function or a director or employee of a public authority or public enterprise or a director or official of a public international organisation in connection with any procurement process or in the execution of any contract in connection with the Project; or
- (b) any act which improperly influences or aims improperly to influence the procurement process or the implementation of the Project to the detriment of the Borrower, including collusion between tenderers.

For this purpose, the knowledge of any member of the any Minister of the Borrower, any State Secretary of the Borrower, any Assistant Minister of the Borrower, any Advisor to a Minister of the Borrower or the officer mentioned in Article 12.01 shall be deemed the knowledge of the Borrower.

The Borrower undertakes to inform the Bank if they should become aware of any fact or information suggestive of the commission of any such act.

- (ii) The Borrower will institute, maintain and comply with internal procedures and controls in compliance with applicable national laws and best practices, for the purpose of ensuring that no transaction is entered with, or for the benefit of, any of the individuals or institutions named on updated lists of sanctioned persons promulgated by the United Nations Security Council or its committees pursuant to Security Council Resolutions 1267 (1999), 1373 (2001) ([www.un.org/terrorism](http://www.un.org/terrorism)) and/or by the Council of the EU pursuant to its Common Positions 2001/931/CSFP and 2002/402/CSFP and their related or successor resolutions and/or implementing acts in connection with financing of terrorism matters.

#### **6.09 Legitimacy of the funds used for the Projects**

The Borrower warrants that it applies the Recommendations of the OECD Financial Action Task Force.

#### **6.10 Other undertakings**

The Borrower shall:

- (a) take all necessary measures to ensure that buildings included in the Project will comply with the EU Directive on energy performance of buildings (2002/91/EC);
- (b) not commit any funds disbursed or to be disbursed by the Bank against sub-projects that require an Environmental Impact Assessment ("EIA") or biodiversity assessment according to Environmental Law without, prior to commitment, receiving the consent from the competent authority, and the Non-Technical Summary of the EIA having been made available to the public;
- (c) for sub-projects requiring an EIA, submit to the Bank either the Non Technical Summary of the EIA or a link to a public version of the Non Technical Summary of the EIA, with a copy of the relevant consent showing that public consultation has been performed, comprising the results taken into consideration; and
- (d) for sub-projects not requiring an EIA, a copy of the relevant consent from the competent authority evidencing the reasons why EIA was not necessary (screening decision).

#### **6.11 Project Implementation Unit**

The Promoter shall establish, before the disbursement of the first Tranche, and at all times shall maintain, to the Bank's satisfaction, a PIU and shall ensure that it is adequately staffed and equipped with qualified and dedicated personnel supported and advised by suitable technical assistance, under terms of reference acceptable to the Bank.

### **ARTICLE 7**

#### **Security**

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

#### **7.01 Pari Passu ranking**

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

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

In this Contract, “**External Debt Instrument**” means (a) an instrument, including any receipt or statement of account, evidencing or constituting an obligation to repay a loan, deposit, advance or similar extension of credit (including without limitation any extension of credit under a refinancing or rescheduling agreement), (b) an obligation evidenced by a bond, debenture or similar written evidence of indebtedness or (c) a guarantee granted by the Borrower for an obligation of a third party; provided in each case that such obligation is: (i) governed by a system of law other than the law of the Borrower; or (ii) payable in a currency other than the currency of the Borrower's country; or (iii) payable to a person incorporated, domiciled, resident or with its head office or principal place of business outside the Borrower's country.

#### **7.02 Additional Security**

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

#### **7.03 Clauses by inclusion**

If the Borrower concludes with any other medium or long term financial creditor a financing agreement that includes a loss-of-rating clause or a covenant or other provision regarding *pari passu* ranking or cross default that is stricter than the equivalent provision of this Contract, the Borrower shall so inform the Bank and shall,



at the request of the Bank, execute an agreement to amend this Contract so as to provide for an equivalent provision in favour of the Bank.

## **ARTICLE 8**

### **Information and Visits**

#### **8.01 Information concerning the Project**

The Borrower shall:

- (a) deliver to the Bank:
  - (i) the information in content and in form, and at the times, specified in Schedule A.2 or otherwise as agreed from time to time by the parties to this Contract; and
  - (ii) any such information or further document concerning the financing, procurement, implementation, operation and environmental matters of or for the Project as the Bank may reasonably require within a reasonable time;

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

- (b) submit for the approval of the Bank without delay any material change to the Project, also taking into account the disclosures made to the Bank in connection with the Project prior to the signing of this Contract, in respect of, inter alia, the price, design, plans, timetable or to the expenditure programme or financing plan for the Project;
- (c) promptly inform the Bank of:
  - (i) any action or protest initiated or any objection raised by any third party or any genuine complaint received by the Borrower or any material Environmental Claim that is to its knowledge commenced, pending or threatened against it with regard to environmental or other matters affecting the Project; and
  - (ii) any fact or event known to the Borrower, which may substantially prejudice or affect the conditions of execution or operation of the Project;
  - (iii) any non-compliance by it with any applicable Environmental Law; and
  - (iv) any suspension, revocation or modification of any Environmental Approval,

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

- (d) deliver by the dates respectively specified below and in a manner satisfactory to the Bank, documents in English or accompanied by an English translation, evidencing Qualifying Expenditure up to the following respective amounts:
  - (i) within 90 (ninety) days following the disbursement of a Tranche, 75% ([seventy-five] per cent) of the amount of that Tranche plus 100% (one hundred per cent) of all previously disbursed Tranches; and
  - (ii) within 120 (one hundred and twenty) days following the disbursement of a Tranche, 100% (one hundred per cent) of the amount of that Tranche plus 100% (one hundred per cent) of all previously disbursed Tranches.

- (e) provide to the Bank, if so requested:
  - (i) a certificate of its insurers showing fulfilment of the requirements of Article 6.05(c);
  - (ii) annually, a list of policies in force covering the insured property forming part of the Project, together with confirmation of payment of the current premiums.

#### **8.02 Information concerning the Borrower**

The Borrower shall:

- (a) ensure that its accounting records fully reflect the operations relating to the financing, execution and operation of the Project; and
- (b) inform the Bank immediately of:
  - (ii) any fact which obliges it to prepay any financial indebtedness or any EU funding;
  - (iii) any event or decision that constitutes or may result in the events described in Article 4.03A;
  - (iv) any intention on its part to grant any security over any of its assets in favour of a third party;
  - (v) any intention on its part to relinquish ownership of any material component of the Project;
  - (vi) any fact or event that is reasonably likely to prevent the substantial fulfilment of any obligation of the Borrower under this Contract;
  - (vii) any event listed in Article 10.01 having occurred or being threatened or anticipated; or
  - (viii) any litigation, arbitration or administrative proceedings or investigation which is current, threatened or pending which might if adversely determined result in a Material Adverse Change.

#### **8.03 Visits by the Bank**

The Borrower shall allow persons designated by the Bank, as well as persons designated by other EU institutions or bodies when so required by the relevant mandatory provisions of EU law, to visit the sites, installations and works comprising the Project and to conduct such checks as they may wish, and shall provide them, or ensure that they are provided, with all necessary assistance for this purpose.

The Borrower acknowledges that the Bank may be obliged to divulge such information relating to the Borrower and the Project to any competent EU institution or body in accordance with the relevant mandatory provisions of EU law.

#### **8.04 Investigations and information**

The Borrower undertakes:

- (i) to take such action as the Bank shall reasonably request to investigate and/or terminate any alleged or suspected act of the nature described in Article 6.08;
- (ii) to inform the Bank of the measures taken to seek damages from the persons responsible for any loss resulting from any such act; and
- (iii) to facilitate any investigation that the Bank may make concerning any such act.

## **ARTICLE 9**

### **Charges and expenses**

#### **9.01 Taxes, duties and fees**

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

The Borrower shall pay all principal, interest, indemnities and other amounts due under this Contract gross without deduction of any national or local impositions whatsoever; provided that, if the Borrower is obliged to make any such deduction, it will gross up the payment to the Bank so that after deduction, the net amount received by the Bank is equivalent to the sum due.

#### **9.02 Other charges**

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

The Bank shall provide documentary support for any such charges or expenses 14 (fourteen) days before its demand for payment falls due.

## **ARTICLE 10**

### **Events of default**

#### **10.01 Right to demand repayment**

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

##### **10.01A Immediate demand**

The Bank may make such demand immediately:

- (a) if the Borrower fails on the due date to repay any part of the Loan, to pay interest thereon or to make any other payment to the Bank as provided in this Contract, unless (i) its failure to pay is caused by an administrative or technical error or a Disruption Event and (ii) payment is made within 3 Business Days of its due date;
- (b) if any information or document given to the Bank by or on behalf of the Borrower or any representation or statement made or deemed to be made by the Borrower in application of this Contract or in connection with the negotiation or performance of this Contract is or proves to have been incorrect, incomplete or misleading in any material respect;
- (c) if, following any default of the Borrower in relation to any loan, or any obligation arising out of any financial transaction, other than the Loan
  - (i) the Borrower is required or is capable of being required or will, following expiry of any applicable contractual grace period, be required or be capable of being required to prepay, discharge, close out or terminate ahead of maturity such other loan or obligation or

- (ii) any financial commitment for such other loan or obligation is cancelled or suspended.
- (d) if the Borrower is unable to pay its debts as they fall due, or suspends its debts, or makes or, without prior written notice to the Bank, seeks to make a composition with its creditors;
- (e) if the Borrower defaults in the performance of any obligation in respect of any other loan made to it from the resources of the Bank or the EU;
- (f) if any distress, execution, sequestration or other process is levied or enforced upon the property of the Borrower or any property forming part of the Project and is not discharged or stayed within 14 (fourteen) days;
- (g) if a Material Adverse Change occurs, as compared with the Borrower's condition at the date of this Contract; or
- (h) if it is or becomes unlawful for the Borrower to perform any of its obligations under this Contract or this Contract is not effective in accordance with its terms or is alleged by the Borrower to be ineffective in accordance with its terms.

#### **10.01 Demand after notice to remedy**

The Bank may also make such demand:

- (a) if the Borrower fails to comply with any obligation under this Contract not being an obligation mentioned in Article 10.01A; or
- (b) if any fact related to the Borrower or the Project stated in the Recitals materially alters and is not materially restored and if the alteration either prejudices the interests of the Bank as lender to the Borrower or adversely affects the implementation or operation of the Project,

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

#### **10.02 Other rights at law**

Article 10.01 shall not restrict any other right of the Bank at law to require prepayment of the Loan.

#### **10.03 Indemnity**

##### **10.03A Fixed Rate Tranches**

In case of demand under Article 10.01 in respect of any Fixed Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with a sum calculated in accordance with Article 4.02B on any amount that has become due and payable. Such sum shall accrue from the due date for payment specified in the Bank's notice of demand and be calculated on the basis that prepayment is effected on the date so specified.

##### **10.03B Floating Rate Tranches**

In case of demand under Article 10.01 in respect of any Floating Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with a sum equal to the present value of 0.15% (fifteen basis points) per annum calculated and accruing on the amount due to be prepaid in the same manner as interest would have been calculated and would have accrued, if that amount had remained outstanding according to the original amortisation schedule of the Tranche, until the Interest Revision/Conversion Date, if any, or the Maturity Date.

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

**10.03C General**

Amounts due by the Borrower pursuant to this Article 10.03 shall be payable on the date of prepayment specified in the Bank's demand.

**10.04 Non-Waiver**

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

**10.05 Application of sums received**

Sums received by the Bank following a demand under Article 10.01 shall be applied first in payment of expenses, interest and indemnities and secondly in reduction of the outstanding instalments in inverse order of maturity. The Bank may apply sums received between Tranches at its discretion.

**ARTICLE 11**

**Law and jurisdiction**

**11.01 Governing Law**

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

**11.02 Jurisdiction**

The parties hereby submit to the jurisdiction of the Court of Justice of the European Communities.

The parties to this Contract hereby waive any immunity from or right to object to the jurisdiction of these courts. A decision of the courts given pursuant to this Article shall be conclusive and binding on each party without restriction or reservation.

**11.03 Evidence of sums due**

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

**ARTICLE 12**

**Final clauses**

**12.01 Notices to either party**

Notices and other communications given under this Contract addressed to either party to this Contract shall be made to the address or facsimile number as set out below, or to such other address or facsimile number as a party previously notifies to the other in writing:

|                  |  |
|------------------|--|
| For the Borrower | Ministry of Finance<br>Kneza Milosa 20<br>11000 Belgrade<br>Republic of Serbia |
| For the Bank     | Attention: Ops A / MA-3<br>100 boulevard Konrad Adenauer<br>L-2950 Luxembourg  |

Unless the Borrower shall otherwise specify in writing to the Bank, the Secretariat of the Ministry of Finance shall be responsible for contacts with the Bank for the purposes of Article 6.08.

#### **12.02 Form of notice**

Any notice or other communication given under this Contract must be in writing.

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 facsimile. Such notices and communications shall be deemed to have been received by the other party on the date of delivery in relation to a hand-delivered or registered letter or on receipt of transmission in relation to a facsimile.

Other notices and communications may be made by hand delivery, registered letter or facsimile or, to the extent agreed by the parties by written agreement, by email or other electronic communication.

Without affecting the validity of any notice delivered by facsimile according to the paragraphs above, a copy of each notice delivered by facsimile shall also be sent by letter to the relevant party on the next following Business Day at the latest.

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.

#### **12.04 Entry into force**

This Contract shall enter into force upon confirmation by the Bank to the Borrower that it has received a certified copy of the Official Gazette of the Republic of Serbia publishing the law on ratification of this Contract by the Parliament of the Republic of Serbia.

#### **12.03 Recitals and Schedules**

The Recitals and following Schedules form part of this Contract:

|            |                                       |
|------------|---------------------------------------|
| Schedule A | Technical Description and Reporting   |
| Schedule B | Definition of EURIBOR and LIBOR       |
| Schedule C | Forms for Borrower                    |
| Schedule D | Interest Rate Revision and Conversion |

**IN WITNESS WHEREOF** the parties hereto have caused this Contract to be executed in 4 (four) originals in the English language and to be initialled on each page of this Contract on their behalf

At Belgrade, this 20 October 2011

At Luxembourg, this 25 October 2011

|  |  |   |              |
|--|--|---|--------------|
| Signed for and on behalf of<br>THE RTEPUBLIC OF SERBIA |  | Signed for and on behalf of<br>EUROPEAN INVESTMENT BANK |              |
| Dusan Nikezic  |  | Dominique Courbin                                       | Massimo Novo |
|  |  |   |              |

## Schedule A

### **Project Specification and Reporting**

#### **A.1. TECHNICAL DESCRIPTION**

##### **Purpose, Location**

The project concerns the financing of an investment programme designated as priority investments by the Ministry of Justice (see attached list in Annex A.1.1). The investment programme forms part of the National Judicial Reform Strategy and aims at enhancing justice in Serbia by improving judiciary buildings and facilities and the related infrastructure. EIB-financing will concern refurbishment and (re-)construction of judiciary facilities.

##### **Description**

**The project's investment programme comprises in total 16 sub-projects out of which the three key sub-projects are located in Belgrade:**

- Sub-Project 1: Building B: The refurbishment of the Justice Palace of the Belgrade High Court (24,000 m<sup>2</sup> gross floor space), 17A Savska Street
- Sub-Project 2: Building C: A new construction as principle office for the prosecutors in Kneza Milosa 30-36, Savski Venac in Old Belgrade, (approx. 9,000 m<sup>2</sup> gross floor space)
- Sub-Project 3: Building D: new construction (wing) on the site of the existing building for the Special Court in Str. Ustanicka 29, Belgrade (approx. 5,000 m<sup>2</sup>).

Sub-Projects 4-16: Judiciary facilities throughout the country.

##### **Calendar**

Project implementation of the overall investment programme is scheduled for 2011-2016.

## A.1.1 LIST OF SUB-PROJECTS

| Modernisation of Judiciary Facilities 2009-0405: List of sub-projects |  |                              |              |              |              |              |            |               |              |
|---|--|------------------------------|--------------|--------------|--------------|--------------|------------|---------------|--------------|
|   |  |                              | 2011         | 2012         | 2013         | 2014         | 2015 total |               |              |
| no.   | Sub-Project  | Location                     | m RSD        | m RSD        | m RSD        | m RSD        | m RSD      | m RSD         | m EUR        |
| 1   | Justice Palace ("Building B"), 17A Savska Street, comprehensive refurbishment  | Belgrade                     | 40           | 250          | 600          | 700          | 300        | 1,890         | 18.24        |
| 2   | New construction for Prosecutors Higher Court ("Building C"), Kneza Milosa 30-36   | Belgrade                     | 200          | 400          | 800          | 300          |            | 1,700         | 16.41        |
| 3   | New construction for Prosecutors Special Court ("Building D"), 29 Ustanicka Street   | Belgrade                     | 50           | 250          | 450          | 100          |            | 850           | 8.20         |
| 4   | Purchase of the building and renovation of facility for a need to accommodate misdemeanour departments of the Higher court and basic courts in Belgrade  | Belgrade                     | 750          | 150          |              |              |            | 900           | 8.69         |
| 5   | Reconstruction, rehabilitation and renovation of facility «BEOBANKA» in Zeleni Venac 18 Str. in Belgrade in order to accommodate Higher Misdemeanor Court and Basic Misdemeanor Court                                    | Belgrade                     | 250          | 350          | 250          |              |            | 850           | 8.20         |
| 6   | Reconstruction, rehabilitation and upgrading of the facility for the Appeal Court housing  | Kragujevac                   | 30           | 60           | 50           |              |            | 140           | 1.35         |
| 7   | Reconstruction and upgrading the facility for the Higher Court in Pancevo  | Pančevo                      | 5            | 10           | 40           | 10           |            | 65            | 0.63         |
| 8   | Reconstruction and upgrading the facility of former Fifth Municipality Court in Belgrade for the necessity of accommodation of the First Basic Court's Department  | Belgrade                     | 30           | 50           | 200          | 100          |            | 380           | 3.67         |
| 9   | Reconstruction and renovation of facility «Valjevo Bank» in Valjevo city for a need to accommodate Public Prosecution and Misdemeanor Court  | Valjevo                      | 60           | 5            | 0            |              |            | 65            | 0.63         |
| 10  | Construction of facility for accommodation of Public Prosecution and Misdemeanor Court (co – financing with the city of Novi Sad)  | Novi Sad                     | 20           | 50           | 250          | 500          | 180        | 1,000         | 9.65         |
| 11  | Construction of the facility for accommodation of the judicial authorities in Bor  | Bor                          | 10           | 40           | 60           | 20           |            | 130           | 1.25         |
| 12  | Construction of the facility for accommodation of Misdemeanor Court  | Pancevo                      | 10           | 40           | 60           | 20           |            | 130           | 1.25         |
| 13  | Construction of the facility for accommodation of Misdemeanor court and Public Prosecution   | Sabac                        | 10           | 50           | 200          | 180          |            | 440           | 4.25         |
| 14  | Reconstruction and upgrading the facility of Basic Court for necessity to accommodate Misdemeanor Court  | Loznica                      | 25           | 65           | 35           | 5            |            | 130           | 1.25         |
| 15  | Reconstruction and renovation the facility for accommodation of Misdemeanor Court  | Nis                          | 20           | 30           | 0            |              |            | 50            | 0.48         |
| 16  | Reconstruction of electrical -power installations and performance of required works in the facilities of judicial authorities in order to create the necessary preconditions for connecting to a single computer network | several locations in Serbia* | 180          | 220          | 250          |              |            | 650           | 6.27         |
| <b>Total investment cost</b>  |  |                              | <b>3,560</b> | <b>3,895</b> | <b>6,989</b> | <b>1,940</b> | <b>495</b> | <b>16,879</b> | <b>90.44</b> |

\* in 34 basic courts and 16 commercial courts



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

### **1. Dispatch of information: designation of the person responsible**

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

|                       |                            |
|-----------------------|----------------------------|
| Company               | <i>Ministry of Justice</i> |
| Contact person        | Slobodan Boskovic          |
| Title                 | Assistant Minister         |
| Function / Department |                            |
| Address               | Belgrade                   |
| Phone                 |                            |
| Fax                   |                            |
| Email                 |                            |

The above-mentioned contact person(s) is (are) the responsible contact(s) for the time being.

The Borrower shall inform the EIB immediately in case of any change.

### **2. Information on specific subjects**

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

| <b>Document / information</b>  | <b>Deadline</b>                    |
|--|------------------------------------|
| Confirmation of site ownership for Building C  | <i>Prior to first disbursement</i> |
| Confirmation of PIU set-up   | <i>Prior to first disbursement</i> |
| Procurement documentation and procurement plans  | <i>Prior to disbursement</i>       |
| Confirmation that no intellectual property rights by the architects of Building B are outstanding and permission was obtained. | <i>Prior to disbursement</i>       |
| Non-Technical Summary of any EIA requested for a sub-project   | <i>Prior to use of funds</i>       |

### 3. Information on the project's implementation

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

| Document / information   | Deadline  | Frequency of reporting |
|--|---|------------------------|
| Project Progress Report<br>- <i>A brief update on the technical description, explaining the reasons for significant changes vs. initial scope;</i><br>- <i>Update on the date of completion of each of the main project's components, explaining reasons for any possible delay;</i><br>- <i>Update on the cost of the project, explaining reasons for any possible cost increases vs. initial budgeted cost;</i><br>- <i>A description of any major issue with impact on the environment;</i><br>- <i>Update on procurement procedures (outside EU);</i><br>- <i>Update on the project's demand or usage and comments;</i><br>- <i>Any significant issue that has occurred and any significant risk that may affect the project's operation;</i><br>- <i>Any legal action concerning the project that may be ongoing.</i> | 31 <sup>st</sup> January<br>30 <sup>th</sup> April<br>31 <sup>st</sup> July<br>31 <sup>st</sup> October | quarterly              |

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

The Borrower shall deliver to the Bank the following information on project completion and initial operation at the latest by the deadline indicated below.

| Document / information  | Date of delivery to the Bank |
|---|------------------------------|
| Project Completion Report, including:<br>- <i>A brief description of the technical characteristics of the project as completed, explaining the reasons for any significant change;</i><br>- <i>The date of completion of each of the main project's components, explaining reasons for any possible delay;</i><br>- <i>The final cost of the project, explaining reasons for any possible cost increases vs. initial budgeted cost;</i><br>- <i>The number of new jobs created by the project: both jobs during implementation and permanent new jobs created;</i><br>- <i>A description of any major issue with impact on the environment;</i><br>- <i>Update on procurement procedures (outside EU);</i><br>- <i>Update on the project's demand or usage and comments;</i><br>- <i>Any significant issue that has occurred and any significant risk that may affect the project's operation;</i><br>- <i>Any legal action concerning the project that may be ongoing.</i> | 31 <sup>st</sup> March 2018  |
| Language of reports   | English                      |

Schedule B

**Definitions of EURIBOR and LIBOR**

A. EURIBOR

**“EURIBOR”** means:

- (a) in respect of a relevant period of less than one month, the rate of interest for deposits in EUR for a term of one month;
- (b) in respect of a relevant period of one or more whole months, the rate of interest for deposits in EUR for a term for the corresponding number of whole months; and
- (c) in respect of a relevant period of more than one month (but not whole months), the rate resulting from a linear interpolation by reference to two rates for deposits in EUR, one of which is applicable for a period of whole months next shorter and the other for a period of whole months 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”),

as published at 11h00 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 rate is not so published, the Bank shall request the principal euro-zone 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 11h00, 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 fewer than 2 (two) 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 11h00 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.

B. LIBOR USD

**“LIBOR”** means, in respect of USD:

- (a) in respect of a relevant period of less than one month, the rate of interest for deposits in USD for a term of one month;
- (b) in respect of a relevant period of one or more whole months, the rate of interest for deposits in USD for a term for the corresponding number of whole months; and
- (c) in respect of a relevant period of more than one month (but not whole months), the rate resulting from a linear interpolation by reference to two rates for deposits in USD, one of which is applicable for a period of whole months next shorter and the other for a period of whole months 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”),

as set by the British Bankers Association and released by financial news providers at 11h00 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 such 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 11h00 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 fewer than 2 (two) 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 11h00 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.

C. LIBOR GBP

“**LIBOR**” means, in respect of GBP:

- (a) in respect of a relevant period of less than one month, the rate of interest for deposits in GBP for a term of one month;
- (b) in respect of a relevant period or of one or more whole months, the rate of interest for deposits in GBP for a term for the corresponding number of whole months; and
- (c) in respect of a relevant period of more than one month (but not whole months), the rate resulting from a linear interpolation by reference to two rates for deposits in GBP, one of which is applicable for a period of whole months next shorter and the other for a period of whole months 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**”),

as set by the British Bankers Association and released by financial news providers at 11h00 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 Business Day in London, on the next following day which is such a Business Day.

If such 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 (the “Reference Banks”), to quote the rate at which GBP deposits in a comparable amount are offered by each of them at approximately 11h00 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 fewer than 2 (two) quotations are provided as requested, the rate will be the arithmetic mean of the rates quoted at approximately 11h00 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.

D. General

For the purposes of the foregoing definitions:

- (a) “**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.
- (b) All percentages resulting from any calculations referred to in this Schedule will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with halves being rounded up.
- (c) The Bank shall inform the Borrower without delay of the quotations received by the Bank.
- (d) If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of EURIBOR FBE and EURIBOR ACI in respect of EURIBOR or of the British Bankers Association in respect of LIBOR, the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

**Forms for Borrowers**

**C.1 Form of Disbursement Request (Article 1.02B)**

Disbursement Request

Country – PROJECT

Date:

Please proceed with the following disbursement:

Loan Name (\*):

Signature Date (\*):  Contract FI number:

| Currency & amount requested |                      |
|-----------------------------|----------------------|
| Currency                    | Amount               |
| <input type="text"/>        | <input type="text"/> |

| Proposed disbursement date: |
|-----------------------------|
| <input type="text"/>        |

|  | INTEREST   |   |                                    |                      |
|--|--|---|------------------------------------|----------------------|
|  | Int. rate basis (Art. 3.01)  | <input type="text"/>  | Reserved for the EIB               | (contract currency)  |
|  | Rate (% or Spread)<br>OR (please indicate only ONE)<br>Maximum Rate (% or Maximum Spread) <sup>3</sup> | <input type="text"/>  | Total <b>Credit</b> Amount:        | <input type="text"/> |
|  | Frequency (Art. 3.01)  | Annual <input type="checkbox"/><br>Semi-annual <input type="checkbox"/><br>Quarterly <input type="checkbox"/>                           | Disbursed to date:                 | <input type="text"/> |
|  | Payment Dates (Art. 5)   | <input type="text"/>  | Balance <u>for</u> disbursement:   | <input type="text"/> |
|  | Interest Revision/Conversion date (if any)   | <input type="text"/>  | Current disbursement:              | <input type="text"/> |
|  | Repayment frequency  | Annual <input type="checkbox"/><br>Semi-annual <input type="checkbox"/><br>Quarterly <input type="checkbox"/>                           | Balance <u>after</u> disbursement: | <input type="text"/> |
|  | Repayment methodology (Art. 4.01)  | Equal instalments <input type="checkbox"/><br>Constant annuities <input type="checkbox"/><br>Single instalment <input type="checkbox"/> | Disbursement deadline:             | <input type="text"/> |
|  | First repayment date   | <input type="text"/>  | Max. number of disbursements:      | <input type="text"/> |
|  | Maturity Date:   | <input type="text"/>  | Minimum Tranche size:              | <input type="text"/> |
|  |  |   | Total allocations to date:         | <input type="text"/> |
|  |  | Conditions precedent:   | Yes / No                           |                      |

Borrower's account to be credited:

Acc. N°: .....

(please, provide IBAN format in case of disbursements in EUR, or appropriate format for the relevant currency)

Bank name, address: .....

Please transmit information relevant to:

Borrower's authorised name(s) and signature(s):

\_\_\_\_\_

<sup>1</sup> NOTE: If the Borrower does not specify an interest rate or Spread here, the Borrower will be deemed to have agreed to the interest rate or Spread subsequently provided by the Bank in the Disbursement Notice, in accordance with Article 1.02C(c).

C.2 Form of Certificate from Borrower (Article 1.04B)

To: European Investment Bank

From: [Borrower]

Date:

Subject: Finance Contract between European Investment Bank and [Borrower] dated  
● (the "Finance Contract")

FI number ..... Serapis number .....

---

Dear Sirs,

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

For the purposes of Article 1.04 of the Finance Contract we hereby certify to you as follows:

- (a) no event described in Article 4.03A has occurred and is continuing unremedied;
- (b) there has been no material change to any aspect of the Project or in respect of which we are obliged to report under Article 8.01, save as previously communicated by us;
- (c) we have sufficient funds available to ensure the timely completion and implementation of the Project in accordance with Schedule A.1;
- (d) no event or circumstance which constitutes or would with the passage of time or giving of notice under the Finance Contract constitute an event of default under Article 10.01 has occurred and is continuing unremedied or unwaived;
- (e) no litigation, arbitration administrative proceedings or investigation is current or to our knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against us or any of our subsidiaries any unsatisfied judgement or award;
- (f) all necessary consents, authorisations, licences or approvals of governmental or public bodies or authorities required in connection with the Finance Contract and the Project for this Tranche have been obtained;
- (g) the representations and warranties to be made or repeated by us under Article 6.11 are true in all material respects; and
- (h) no Material Adverse Change has occurred, as compared with our condition at the date of the Finance Contract.

Yours faithfully,

For and on behalf of [Borrower]

Date:

Schedule D

**Interest Rate Revision and Conversion**

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

**A. Mechanics of Interest Revision/Conversion**

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

- (a) the Fixed Rate and/or Spread that would apply to the Tranche, or the part thereof indicated in the Interest Revision/Conversion Request pursuant to Article 3.01; and
- (b) that such rate shall apply until the Maturity Date or until a new Interest Revision/Conversion Date, if any, and that interest is payable quarterly, semi-annually or annually in arrears on designated Payment Dates.

The Borrower may accept in writing an Interest Revision/Conversion Proposal by the deadline specified therein.

Any amendment to the Contract requested by the Bank in this connection shall be effected by an agreement to be concluded not later than 15 (fifteen) days prior to the relevant Interest Revision/Conversion Date.

**B. Effects of Interest Revision/Conversion**

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

Prior to the Interest Revision/Conversion Date, the relevant provisions of the Contract and Disbursement Notice shall apply to the entire Tranche. From and including the Interest Revision/Conversion Date onwards, the provisions contained in the Interest Revision/Conversion Proposal relating to the new interest rate or Spread shall apply to the Tranche (or part thereof) until the new Interest Revision/Conversion Date, if any, or until the Maturity Date.

**C. Non-fulfillment of Interest Revision/Conversion**

If the Borrower does not submit an Interest Revision/Conversion Request or does not accept in writing the Interest Revision/Conversion Proposal for the Tranche or if the parties fail to effect an amendment requested by the Bank pursuant to Paragraph A above, the Borrower shall repay the Tranche (or part thereof) on the Interest Revision/Conversion Date, without indemnity. The Borrower will repay on the Interest Revision/Conversion Date any part of a Tranche which is unaffected by the Interest Revision/Conversion.



FIN °

SERAPIS N. 2009-0405

# **Unapređenje objekata pravosudnih organa**

## **FINANSIJSKI UGOVOR**

*Između*

Republike Srbije

/

Evropske investicione banke

Beograd, 20. oktobar 2011.

Luksemburg, 25. oktobar 2011.

**OVAJ UGOVOR SE ZAKLJUČUJE IZMEĐU:**

Republike Srbije, koju predstavlja Dušan  
Nikezić, državni sekretar u Ministarstvu  
finansija,

( „**Zajmoprimac**”)

sa jedne strane i

Evropske investicione banke, sa sedištem u  
bulevaru Konrad Adenauer 100, L-2950  
Luksemburg, koju predstavlja Dominique  
Courbin, rukovodilac Odeljenja i Massimo  
Novo, rukovodilac Odeljenja

( „**Banka**”)

sa druge strane.

**S OBZIROM NA TO:**

- (1) da je Zajmoprimac naveo da želi da sprovede projekat koji čini program investicija određen od strane Ministarstva pravde u periodu od 2011-2015. godine, koji se sastoji od ukupno 16 potprojekata opremanja, rekonstrukcije i izgradnje objekata za pravosuđe širom Srbije, kako se to detaljnije opisuje u tehničkom opisu („**Tehnički opis**”) koji je sadržan u Prilogu A („**Projekat**”). Promoter projekta i odgovorno za njegovu realizaciju biće Ministarstvo pravde Republike Srbije („**Promoter**”);
- (2) da Banka procenjuje da je ukupna vrednost Projekta oko EUR 91.440.000 (devedeset jedan milion i četiri stotine četrdeset hiljada evra), a Zajmoprimac navodi da na osnovu te procene želi da finansira Projekat na sledeći način:

| <b>Izvor</b>               | <b>Iznos (milion EUR)</b> |
|----------------------------|---------------------------|
| Kredit od Banke            | 45.00                     |
| Ostali izvori finansiranja | 46.44                     |
| <b>UKUPNO</b>              | <b>91.44</b>              |

- (3) da je radi obezbeđivanja sredstava za finansiranje Projekta prema stavu (2) Preambule, Zajmoprimac zatražio od Banke da mu odobri kredit u iznosu od 45.000.000 evra (četrdeset pet miliona evra);
- (4) da su Odlukom br. 633/2009/EC Evropski parlament i Savet Evropske unije odlučili da Banci odobre garanciju za pokriće gubitaka koje Banka ima po osnovu kredita i garancija za kredite koje je dala u periodu 2007- 2011. godine, u skladu sa svojim pravilima i procedurama za projekte koji se sprovode u određenim zemljama van Evropske unije, a koje se navode u pomenutoj odluci;
- (5) da je Republika Srbija (bivša Savezna Republika Jugoslavija) jedna od država navedenih u Odluci br. 633/2009/EC, i 11. maja 2009. godine zaključila je sa Bankom Okvirni sporazum koji reguliše aktivnosti Banke na teritoriji Republike Srbije (u daljem tekstu: **Okvirni sporazum**);
- (6) da finansiranje Projekta pod ovim ugovorom potpada pod primenu Okvirnog sporazuma; Zajmoprimac potvrđuje preferencijalni status Banke kao međunarodne finansijske institucije;
- (7) da je u skladu sa članom 3. Okvirnog sporazuma, Republika Srbija saglasna da kamata i sva druga plaćanja koja treba da se izvrše u korist Banke, a koja proističu iz aktivnosti predviđenih Okvirnim sporazumom, kao i sredstva i prihodi Banke koji su povezani sa takvim aktivnostima, budu oslobođeni od poreza;
- (8) da je u skladu sa članom 4. Okvirnog sporazuma, Republika Srbija saglasna da će tokom perioda trajanja bilo koje finansijske operacije koja bude zaključena u skladu sa Okvirnim sporazumom:
  - (1) obezbediti (i) da Krajnji korisnici mogu da konvertuju u bilo koju konvertibilnu valutu, po preovlađujućem tržišnom deviznom kursu na datum dospeća, iznose denominovane u nacionalnoj valuti Republike Srbije koji budu neophodni za blagovremeno izmirivanje svih obaveza prema Banci po osnovu zajmova i garancija u vezi sa bilo kojim

projektom; i (ii) da će takvi iznosi moći da se transferišu slobodno, bez odlaganja i efektivno izvan teritorije Republike Srbije u skladu sa uslovima relevantnih ugovora ili drugih instrumenata;

- (2) obezbediti (i) da Banka može da konvertuje u bilo koju konvertibilnu valutu, po preovlađujućem tržišnom deviznom kursu, iznose denominovane u nacionalnoj valuti Republike Srbije koje Banka primi po osnovu plaćanja izvršenih po osnovu zajmova i garancija ili bilo koje druge aktivnosti i da Banka može slobodno, bez odlaganja i efektivno da transferiše tako konvertovane iznose izvan teritorije Republike Srbije na one račune koje Banka bude odredila; ili, po izboru Banke, (ii) da može slobodno da koristi takve iznose na teritoriji Republike Srbije i (iii) da Banka može da konvertuje u nacionalnu valutu Republike Srbije, po preovlađujućem tržišnom deviznom kursu, bilo koji iznos denominovan u bilo kojoj konvertibilnoj valuti;
- (9) da je Banka odlučila, imajući u vidu da finansiranje ovog Projekta potpada pod delokrug njenih funkcija i uzimajući u obzir izjave i činjenice navedene u ovim odredbama Preambule, da odobri zahtev Zajmoprimca i da mu odobri prvi kredit u iznosu od 15.000.000 evra (petnaest miliona evra) pod ovim Finansijskim ugovorom („**Ugovor**“); pod uslovom da ukupna suma zajma Banke ne pređe, ni u kom slučaju, 50% (pedeset posto) ukupne sume koštanja Projekta navedene u odredbi (2) Preambule;
- (10) da Statut Banke utvrđuje da je Banka dužna da koristi svoja sredstva što racionalnije i u interesu Evropske unije, te u skladu sa tim, uslovi njenih zajmovnih operacija moraju biti usklađeni sa politikom EU;
- (11) da je u skladu sa Preporukama Radne grupe za finansijske aktivnosti, koja je uspostavljena u okviru Organizacije za ekonomsku saradnju i razvoj, Banka posvećuje posebnu pažnju svojim transakcijama i svojim poslovnim odnosima u onim slučajevima kada obezbeđuje finansiranje (a) za projekat lociran u zemlji koja ne primenjuje pomenute preporuke u zadovoljavajućoj meri ili (b) za zajmoprimca ili korisnika sa sedištem u bilo kojoj takvoj zemlji;
- (12) da EIB smatra da pristup informacijama igra suštinsku ulogu u smanjenju troškova očuvanja životne sredine i socijalnih rizika, uključujući i kršenje ljudskih prava, vezane za projekte koje finansira. EIB je zbog toga formulisao Politiku transparentnosti koja ima za cilj da uveća odgovornost EIB grupe prema njihovim zainteresovanim stranama i građanima EU uopšte, dajući pravo pristupa informacijama koje bi omogućile razumevanje njenog upravljanja, strategije, politike, aktivnosti i prakse.

**I S T I M U V E Z I** je dogovoreno sledeće:

## **TUMAČENJE I DEFINICIJE**

### **(a) Tumačenje**

- (i) U ovom ugovoru, pozivanje na članove, odredbe Preambule, Priloge i Dodatke, se odnosi na članove, uvodne odredbe, priloge i dodatke, ovog ugovora, osim u slučajevima u kojima je to izričito navedeno.
- (ii) U ovom ugovoru, pozivanje na odredbe zakona je pozivanje na odredbu tog zakona uključujući i sve naknadne izmene i dopune istog.
- (iii) U ovom ugovoru, pozivanje na bilo koji drugi sporazum ili instrument je pozivanje na taj sporazum ili instrument uključujući sve njihove dopune, izmene, nastavke ili ponovno zaključene sporazume.

### **(b) Definicije**

U ovom ugovoru:

**„Rok za prihvatanje”** obaveštenja označava:

- (a) 16.00 časova po luksemburškom vremenu na dan dostavljanja, ako se obaveštenje dostavi do 14.00 časova po luksemburškom vremenu na radni dan; ili
- (b) 11.00 časova po luksemburškom vremenu narednog radnog dana, ako je obaveštenje dostavljeno posle 14.00 časova po luksemburškom vremenu bilo kog dana ili ako je dostavljeno na dan koji nije radni dan.

**„Vodič za nabavke Banke”** znači vodič za nabavke banke zasnovan na EU Direktivama (posebno Direktivi 2004/18/EC), dostupan na internet prezentaciji Banke.

**„Zgrada B”** odnosi se na zgradu bliže opisanu u Tehničkom opisu.

**„Zgrada C”** odnosi se na zgradu bliže opisanu u Tehničkom opisu.

**„Zgrada D”** odnosi se na zgradu bliže opisanu u Tehničkom opisu.

**„Radni dan”** je dan (osim subote i nedelje) kada su Banka i poslovne banke otvorene za redovno poslovanje u Luksemburgu.

**„Slučaj promene zakona”** ima značenje navedeno u članu 4.03A(3).

**„Ugovor”** ima značenje koje mu sa daje u navodu (4) Preambule.

**„Kredit”** ima značenje koje mu se daje u članu 1.01.

**„Obaveštenje o isplati”** znači obaveštenje Banke Zajmoprimcu shodno i u skladu sa članom 1.02C.

**„Zahtev za isplatu”** je obaveštenje koje u osnovi ima formu iz Priloga C.1.

**„Slučaj poremećaja”** ima jedno od sledeća dva značenja ili oba:

- (a) materijalni poremećaj onih sistema plaćanja ili komunikacionih sistema ili finansijskih tržišta, čije je funkcionisanje potrebno za izvršavanje plaćanja vezanih za ovaj Ugovor; ili
- (b) bilo koji drugi događaj koji ima za rezultat poremećaj funkcionisanja (tehničke ili sistemske prirode) trezora ili plaćanja bilo Banke, bilo Zajmoprimca, koji ih sprečava da:
  - (i) izvrši svoje obaveze isplate prema ovom Ugovoru; ili
  - (ii) komunicira sa drugim stranama,

I kada poremećaj (bilo u slučaju (a) ili (b) gore navedenim) nije uzrokovan i van kontrole strane čiji je rad poremećen.

„**Životna sredina**” će označavati sledeće, u onoj meri u kojoj utiču na dobrobit ljudske populacije:

(a) floru i faunu;

(b) zemljište, vodu, vazduh, klimu i pejzaž; i

(c) kulturno nasleđe i izgrađenu okolinu,

i uključuje bez ograničenja, profesionalno zdravlje i zdravlje zajednice i pitanja zaštite i uslove rada.

„**Ekološka dozvola**” znači dozvolu, licencu, autorizaciju, pristanak ili odobrenje, neophodno prema zakonima o životnoj sredini.

„**Tužba za ugrožavanje životne sredine**” znači bilo koja tužba, postupak, zvanično obaveštenje ili istraga u vezi sa poštovanjem Zakona o životnoj sredini.

„**Zakoni o životnoj sredini**” označavaju

(a) zakone Evropske unije, standarde i principe, osim derogacija od strane Banke u cilju Ugovora, a baziranim na sporazumu između Republike Srbije i EU;

(b) zakone i propise Republike Srbije;

(c) važeće međunarodne sporazume,

čiji je glavni cilj očuvanje, zaštita i unapređenje Životne sredine.

„**EURIBOR**” ima značenje koje mu se daje u Prilogu B.

„**Krajnji datum raspoloživosti**” će značiti 31. decembar 2015.

„**Fiksna kamatna stopa**” označava godišnju kamatnu stopu koju utvrdi Banka u skladu sa važećim principima koje povremeno utvrđuju upravna tela Banke za zajmove date po fiksnoj kamatnoj stopi, izražene u valuti Tranše i koji nose jednake uslove za otplatu glavnice i plaćanje kamate.

„**Tranša sa fiksnom kamatnom stopom**” označava Tranšu koja se isplaćuje na bazi fiksne kamatne stope .

„**Varijabilna kamatna stopa**” označava varijabilnu kamatnu stopu sa fiksnim rasponom, odnosno kamatnu stopu na godišnjem nivou jednaku relevantnoj međubankarskoj stopi plus ili minus Raspon, koji određuje Banka za svaki sukcesivni Referentni period varijabilne kamatne stope.

„**Referentni period varijabilne kamatne stope**” označava svaki period od jednog Datuma plaćanja do sledećeg relevantnog Datuma plaćanja, s tim da prvi Referentni period varijabilne kamatne stope počne na datum isplate Tranše.

„**Tranša sa varijabilnom kamatnom stopom**” označava Tranšu koja se isplaćuje na bazi varijabilne kamatne stope.

„**Slučaj prevremenog plaćanja sa naknadom**” označava slučaj prevremenog plaćanja po članu 4.03A, izuzev stava 4.03A(2).

„**Revizija/konverzija kamate**” označava utvrđivanje novih finansijskih uslova koji se odnose na kamatnu stopu, posebno reviziju osnovice iste kamatne stope („**revizija**”) ili promenu kamatne stope („**konverzija**”) koja se može ponuditi za preostali rok Tranše ili do sledećeg datuma revizije/konverzije, ako postoji.

„**Datum revizije/konverzije kamate**” označava datum, koji je Datum plaćanja, koji odredi Banka prema članu 1.02C u Obaveštenju o isplati ili prema članu 3. i Prilogu D.

„**Predlog revizije/konverzije kamate**” označava predlog koji daje Banka prema Prilogu D.

„**Zahtev za reviziju/konverziju kamate**” označava pisano obaveštenje Zajmoprimca, koje mora biti isporučeno najmanje 75 (sedamdeset pet) dana pre Datuma revizije/konverzije kamate, kojim se od Banke traži da podnese Predlog revizije/konverzije kamate za sumu koja prema predloženom Datumu revizije/konverzije nije manji od EUR 10.000.000 (deset miliona evra) ili njenom ekvivalentu. Zahtev za reviziju/konverziju kamate će takođe precizirati i sledeće:

- (a) Datume plaćanja odabrane u skladu sa odgovarajućim odredbama člana 3.01;
- (b) traženi plan otplate odabran u skladu sa članom 4.01; i
- (c) svaki sledeći datum revizije/konverzije kamate odabran u skladu sa članom 3.01.

„**LIBOR**” ima značenje koje mu se daje u Prilogu B.

„**Zajam**” označava zbirni iznos Tranši koje Banka s vremena na vreme isplaćuje po ovom ugovoru.

„**Slučaj poremećaja na tržištu**” je slučaj kada, za konkretnu Najavljenju tranšu ili Tranšu za koju je prihvaćen Zahtev za reviziju/konverziju kamate od strane Zajmoprimca, u skladu sa Prilogom D:

- (a) postoje, prema razumnoj proceni Banke, izuzetne okolnosti koje štetno utiču na pristup Banke svojim izvorima finansiranja;
- (b) prema proceni Banke, fondovi za finansiranje takve Tranše u relevantnoj valuti i/ili za relevantan datum otplate i/ili u vezi sa profilom isplate takve Tranše, nisu dostupni iz uobičajenih izvora finansiranja;
- (c) u vezi sa Tranšom za koju se kamata plaća prema varijabilnoj kamatnoj stopi:

- (A) troškovi pribavljanja sredstava iz redovnih izvora finansiranja Banke, kako je određeno od strane Banke, za period jednak Referentnom periodu varijabilne kamatne stope Tranše (npr. na tržištu novca) prevazilaze primenjenu Relevantnu međubankarsku stopu;

ili

- (B) Banka procenjuje da ne postoje fer i adekvatni uslovi za određivanje primenjive Relevantne međubankarske stope za relevantnu valutu Tranše ili nije moguće odrediti Relevantnu međubankarsku stopu u skladu sa definicijom iz Priloga B.

„**Materijalno štetna promena**” koja se tiče Zajmoprimca znači, svaki događaj ili promenu stanja koji utiču na Zajmoprimca tako da, po mišljenju Banke:

- (a) materijalno ugrožava sposobnost Zajmoprimca da izvršava svoje obaveze iz ovog Ugovora, ili
- (b) materijalno utiče na finansijsko stanje i perspektive Zajmoprimca.

„**Datum otplate**” označavaće poslednji ili jedini datum otplate Tranše koji se utvrđuje prema članu 4.01A(b)(iv) ili članu 4.01B.

„**Najavljena tranša**” označava Tranšu za koju je Banka dala Obaveštenje o isplati.

„**Datum plaćanja**” označava godišnje, polugodišnje ili tromesečne datume koji se navode u Obaveštenju o isplati do datuma revizije/konverzije kamate, ako postoji, ili Datuma otplate, osim ako, u slučaju da bilo koji takav datum nije Relevantni radni dan, on označava:

- (a) za Tranšu sa fiksnom kamatom, naredni Relevantni radni dan, bez korekcije za kamatu dospelu po članu 3.01, osim u slučajevima kada se otplata vrši u jednoj rati prema članu 4.01B, u kom slučaju se primenjuje prethodni Relevantni radni dan umesto otplate jedne rate, i poslednja kamata, i samo u ovom slučaju, uz korekciju kamate dospele shodno članu 3.01; i

- (b) za Tranšu sa varijabilnom kamatnom stopom, sledeći dan, ako ih ima, tekućeg kalendarskog meseca koji je Relevantni radni dan ili, ako ih nema, najbliži prethodni dan koji je Relevantni radni dan, u svakom slučaju sa odgovarajućom korekcijom kamate dospele shodno članu 3.01.

**„Iznos prevremene otplate”** označava iznos Tranše koju će Zajmoprimac prevremeno otplatiti prema članu 4.02A.

**„Datum prevremene otplate”** označava datum, koji će biti Datum plaćanja, kada Zajmoprimac predloži da izvrši prevremeno plaćanje Iznosa prevremene otplate.

**„Obaveštenje o prevremenoj otplati”** označava pisano obaveštenje Zajmoprimca kojim utvrđuje, između ostalog, Iznos prevremene otplate i Datum prevremene otplate u skladu sa članom 4.02A.

**„Projekat”** ima značenje koje mu sa daje u navodu (1) Preambule.

**„Promoter”** ima značenje koje mu sa daje u navodu (1) Preambule.

**„Kvalifikovani rashodi”** označavaju rashode (uključujući troškove projektovanja i nadzora ako je relevantno, bez poreza i dažbina koje plaća Zajmoprimac) koje je napravio Zajmoprimac radi sprovođenja Projekta, u vezi sa radovima, dobrima i uslugama koje se odnose na stavke koje su u Tehničkom opisu navedene kao podobne za finansiranje shodno uslovima ovog Kredita, a koje su predmet ugovora ili više ugovora koji su potpisani po uslovima prihvatljivim za Banku, imajući u vidu najnovije izdanje Vodiča za nabavke koji je objavila Banka na svom veb sajtu.

**„Stopa za prebacivanje”** označava Fiksnu kamatnu stopu koja je na snazi na dan obračuna obeštećenja za kredite sa fiksnom kamatnom stopom izražene u istoj valuti i koji imaju iste uslove plaćanja kamate i isti profil otplate na Datum revizije/konverzije kamate, ukoliko postoji, ili Datum otplate, kao i Tranša za koju je predloženo ili zahtevano prevremeno plaćanje. U slučajevima kada je period kraći od minimalnih intervala opisanih u članu 3.01, primenjivaće se najbliža odgovarajuća tržišna stopa, i to je Relevantna međubankarska stopa minus 0.125% (12,5 baznih poena) za period do 12 (dvanaest) meseci. Za periode u trajanju između 13 i 36/48 meseci primenjivaće se poeni za svop stope koje bude objavio *Intercapital* na stranici *Reuters* za određene valute, a koje Banka bude videla u vreme obračuna.

**„Relevantni radni dan”** označava:

- (a) za evro, dan koji je radni dan za operativni sistem TARGET<sup>\*</sup>; i
- (b) za svaku drugu valutu, dan kada su banke otvorene za redovno poslovanje u glavnom domaćem finansijskom centru relevantne valute.

**„Relevantna međubankarska stopa”** znači:

- (a) EURIBOR za Tranšu izraženu u EUR;
- (b) LIBOR za Tranšu izraženu u GBP ili USD; i
- (c) tržišna stopa i njena definicija koju izabere Banka i koju posebno saopšti Zajmoprimcu, za Tranšu izraženu u nekoj drugoj valuti.

**„Zakazani datum isplate”** označavaće datum za koji je zakazana isplata Tranše u skladu sa članom 1.02B.

**„Raspon”** označava takav fiksni raspon na Relevantnu međubankarsku kamatu (bilo da je plus ili minus) koji je odredila Banka u skladu sa važećim principima koje povremeno utvrđuju upravna tela Banke i o njemu obavestila Zajmoprimca u relevantnom Obaveštenju o isplati ili Predlogu revizije/konverzije kamate.

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14. decembra 2000. godine, Upravni odbor Evropske centralne banke (ECB) odlučio je da od 2002. godine, pa do sledeće odluke, Trans-European Automated Real-time Gross settlement Express Transfer 2 (TARGET 2) sistem bude zatvoren, pored subote i nedelje, i sledećim danima: dan Nove godine, Veliki petak i Veliki ponedeljak, 1. maj, Božić, i 26. decembar.



„**Tehnički opis**” ima značenje koje mu sa daje u navodu (1) Preambule.

„**Tranša**” će označavati svaku isplatu koja je izvršena ili treba da se izvrši prema ovom ugovoru.

## **ČLAN 1.**

### **Kredit i isplata**

#### **1.01      Iznos Kredita**

Ovim ugovorom Banka daje u korist Zajmoprimca, a Zajmoprimac prihvata, kredit u iznosu od 15.000.000 evra (petnaest miliona evra) za potrebe finansiranja Projekta („**Kredit**”).

#### **1.02      Postupak isplate**

##### **1.02A      Tranše**

Banka će isplatiti Kredit u najviše 5 (pet) tranši. Iznos svake Tranše, pod uslovom da to nisu nepovučena sredstva Kredita, biće najmanje 3.000.000 evra (tri miliona evra).

##### **1.02B      Zahtev za isplatu**

- (a) Povremeno do 15 (petnaest) dana pre Krajnjeg datuma raspoloživosti, Zajmoprimac može da dostavi banci Zahtev za isplatu Tranše. Zahtev za isplatu u formi navedenoj u Prilogu C treba da precizira:
  - (i) iznos i valutu Tranše;
  - (ii) traženi datum isplate za Tranšu, koji će biti Relevantni radni dan koji pada najmanje 15 (petnaest) dana posle datuma Zahteva za isplatu ili na dan ili pre Datuma raspoloživosti, pri čemu se podrazumeva da Banka može da isplati Tranšu do četiri kalendarska meseca od datuma Zahteva za isplatu;
- (b) određivanje da li je Tranša sa fiksnom kamatnom stopom ili sa varijabilnom kamatnom stopom, u skladu sa relevantnim odredbama člana 3.01;
- (c) tražene periode plaćanja kamate za Tranšu, izabranu u skladu sa članom 3.01;
- (d) tražene uslove za otplatu glavnice za Tranšu, izabrane u skladu sa članom 4.01;
- (e) traženi prvi i poslednji datum za otplatu Tranše;
- (f) predlog Zajmoprimca u vezi sa Datumom revizije/konverzije kamate za Tranšu, ukoliko postoji; i
- (g) IBAN broj (ili odgovarajući format u skladu sa lokalnom bankarskom praksom) i SWIFT BIC bankovnog računa na koji će se isplatiti Tranša treba da budu u skladu sa članom 1.02D.
- (b) U Zahtevu za isplatu Zajmoprimac može, takođe, po svom izboru, da definiše sledeće elemente za Tranšu, ako ih ima, a prema tome šta je Banka dostavila na indikativnoj osnovi i kao neobavezujuće, odnosno:
  - (i) za Tranšu sa fiksnom kamatom: fiksnu kamatnu stopu prethodno navedenu od strane Banke, i
  - (ii) za Tranšu sa varijabilnom kamatnom stopom, Raspon prethodno naveden od strane Banke,koji se primenjuje do Datuma otplate ili Datuma revizije/konverzije kamate, ukoliko postoji.
- (c) Ako nije već dostavljen, svaki Zahtev za isplatu mora da sadrži dokaz o ovlašćenju za lice ili lica koja su ovlašćena da ga potpišu i spesimen potpisa tog ili tih lica ili

izjavu Zajmoprimca da nije bilo promene ovlašćenja lica ili više lica ovlašćenih da potpišu Zahteve za isplatu prema ovom Ugovoru.

- (d) Shodno članu 1.02C (b), svaki Zahtev za isplatu je neopoziv.

**1.02C Obaveštenje o isplati**

- (a) Najmanje 10 (deset) dana pre Zakazanog datuma isplate svake Tranše, Banka će, ako Zahtev za isplatu odgovara članu 1.02, dostaviti Zajmoprimcu obaveštenje o isplati, koje će precizirati:
- (i) valutu, iznos i protivvrednost u evrima za Tranšu;
  - (ii) Zakazani datum isplate;
  - (iii) osnovu kamatne stope za Tranšu;
  - (iv) prvi Datum plaćanja kamate i periodičnost plaćanja kamate za datu Tranšu;
  - (v) uslove otplate glavnice Tranše;
  - (vi) prvi i poslednji datum za otplatu glavnice Tranše;
  - (vii) važeće Datume plaćanja za Tranšu;
  - (viii) Datum revizije/konverzije kamate, ukoliko to zahteva Zajmoprimac, za Tranšu;
  - (ix) za Tranšu sa fiksnom kamatom, fiksnu kamatnu stopu i za Tranšu sa varijabilnom kamatnom stopom, Raspon.
- (b) Ako se jedan ili više elemenata preciziranih u Obaveštenju o isplati ne slaže sa odgovarajućim elementima, ukoliko postoje, u Zahtevu za isplatu, Zajmoprimac može, po prijemu Obaveštenja o isplati, da povuče svoj Zahtev za isplatu putem pisanog obaveštenja Banci koje ova mora primiti najkasnije u 12.00 časova po luksemburškom vremenu narednog radnog dana, i time predmetni Zahtev za isplatu i Obaveštenje o isplati neće biti važeći. Ako Zajmoprimac ne povuče Zahtev za isplatu pisanim putem u navedenom roku, smatraće se da je Zajmoprimac prihvatio sve elemente utvrđene u Obaveštenju o isplati.
- (c) Ako Zajmoprimac uruči Banci Zahtev za isplatu u kome ne navodi fiksnu kamatnu stopu ili Raspon kao što je utvrđeno u članu 1.02B(b), smatra se da se Zajmoprimac unapred saglasio sa fiksnom kamatnom stopom ili Rasponom koji su naknadno utvrđeni u Obaveštenju o isplati.

**1.02D Račun za isplatu**

Isplata se vrši na račun Zajmoprimca koji Zajmoprimac dostavlja Banci pisanim putem najkasnije 15 (petnaest) dana pre Zakazanog datuma isplate (sa IBAN brojem ili nekim odgovarajućim formatom u skladu sa lokalnom bankarskom praksom).

Za svaku Tranšu može se naznačiti samo jedan račun.

**1.03 Valuta isplate**

Shodno raspoloživosti, isplata svake Tranše se vrši u evrima ili u nekoj drugoj valuti koja je široko zastupljena u trgovanju na glavnim deviznim tržištima.

Za obračun iznosa koji su na raspolaganju za isplatu u valuti koja nije evro, i za utvrđivanje protivvrednosti tog iznosa u evrima, Banka primenjuje kurs koji objavljuje Evropska centralna banka u Frankfurtu, koji je dostupan na dan ili neposredno pre dana podnošenja Obaveštenja o isplati, zavisno kako Banka odluči.

**1.04 Uslovi isplate**

#### 1.04A **Prva Tranša**

Isplata prve Tranše shodno članu 1.02:

- (l) zavisiće od toga da li je Banka, na datum ili pre datuma koji pada na 7 (sedam) Radnih dana pre Zakazanog datuma isplate, primila sledeća dokumenta ili dokaze koje po formi i sadržaju Banka smatra zadovoljavajućim:
  - (a) dokaz na engleskom jeziku, zadovoljavajući za Banku, da je Zajmoprimac uredno odobrio zaključivanje Ugovora i da je lice ili lica koja potpisuju ovaj Ugovor u ime Zajmoprimca dobilo/i valjano ovlašćenje da to učini, sa uzorkom potpisom tog/tih lica;
  - (b) dokaz da je Zajmoprimac u posedu zemljišta za izgradnju Zgrade C;
  - (c) pravno mišljenje koje izdaje ministar pravde Zajmoprimca o izvršenju Ugovora od strane Zajmoprimca;
  - (d) dokaz da su javne nabavke vezane za delove projekta, a koje finansira Banka, u saglasnosti sa Vodičem za javne nabavke Banke; relevantna dokumentacija o javnim nabavka mora biti zadovoljavajuća za Banku.
  - (e) dokaz da su za tri potprojekta u Beogradu – Zgradu B, Zgradu C i Zgradu D – predati planovi javne nabavke na odobrenje Banci, kao što je navedeno u Tehničkom opisu, a uključuju (1) plan javne nabavke (2) plan rada i (3) budžet;
  - (f) dokaz da su sve saglasnosti devizne kontrole, navedene kao neophodne od strane Banke ili u pravnom mišljenju iznesenom u gore navedenom stavu (d), dobijene kako bi se izvršilo primanje svih iznosa koji će shodno ovom ugovoru biti isplaćeni u cilju otplate Zajma i plaćanje kamata i svih drugih dospelih iznosa.

#### 1.04B **Sve Tranše**

Isplata svake Tranše iz člana 1.02, uključujući i prvu, uslovljena je sledećim:

- (a) prijemom sledećih dokumenata ili dokaza od strane Banke, u formi i sadržaju zadovoljavajućim za Banku na dan ili pre dana koji pada 7 (sedam) Radnih dana pre Zakazanog datuma isplate za predloženu Tranšu:
  - (i) potvrda Zajmoprimca u formi iz Priloga C.2;
  - (ii) dokaz da je Zajmoprimac dobio sve neophodne saglasnosti, autorizacije, dozvole ili odobrenja od strane vladinih ili državnih ili nadležnih organa, navedene kao potrebne u ovom ugovoru ili Projektu za relevantnu tranšu;
  - (iii) za isplatu u vezi sa Zgradom B, potvrda Promotera da je pribavio sve neophodne saglasnosti vezane za obnavljanje i/ili rekonstrukciju Zgrade B od njenih arhitekata, uključujući tu potvrdu da nijedan deo intelektualne svojine nije neotplaćen;
  - (iv) dokaz koji pokazuje da posle povlačenja relevantne Tranše, ukupan iznos Zajma/Zajmova neće biti veći od ukupnog Kvalifikovanog rashoda koji predstavlja ugovornu obavezu Zajmoprimca prema Projektu, do datuma relevantnog Zahteva za isplatu;
  - (v) dokaz da je Zajmoprimac formirao Jedinicu za upravljanje projektom („JUP“) i da je ona adekvatno opremljena ljudstvom kvalifikovanim i posvećenim poslu, na zadovoljavajući način za Banku, kao i da ona ima prigodnu tehničku podršku i savete, u skladu sa odredbama radnog zadatka odobrenim od strane Banke;

- (vi) primerak svakog drugog ovlašćenja ili drugog akta, mišljenja ili uverenja koji je Banka naznačila Zajmoprimcu kao neophodan ili poželjan, u vezi sa izvršavanjem ugovornih obaveza Zajmoprimca i transakcijama koje su njime predviđene ili za valjanost i izvršnost ugovora;
- (b) da su Zakazanog datuma isplate predložene Tranše:
  - (i) izjave i jemstva koja se ponavljaju u skladu sa članom 6.11 su tačne u svakom smislu; i
  - (ii) da nije nastupio ni jedan događaj koji čini ili bi protekom vremena ili davanjem obaveštenja po ovom Ugovoru činio:
    - (aa) slučaj neispunjenja obaveza shodno članu 10.01, ili
    - (bb) slučaj prevremenog plaćanja po članu 4.03,i da isti nije u toku ili nije otklonjen, bez odricanja od prava na naknadu ili koji bi nastao iz predložene Tranše, i
  - (iii) Banka je zadovoljna izvođenjem radova iz prethodne faze/a i adekvatnom reakcijom Promotera na sve probleme na koje je Banka ukazala.

## **1.05 Odlaganje isplate**

### **1.05A Osnov za odlaganje**

Banka će, po prijemu pisanog zahteva Zajmoprimca, odložiti isplatu bilo koje Najavljene Tranše, u celosti ili delimično, do datuma koji odredi Zajmoprimac, pod uslovom da taj datum pada ne kasnije od 6 (šest) meseci od Zakazanog datuma isplate Tranše u svakom slučaju ne kasnije od 60 dana pre prvog datuma otplate Tranše. U tom slučaju, Zajmoprimac plaća obeštećenje za odlaganje u skladu sa dole navedenim članom 1.05B.

Svaki zahtev za odlaganje proizvodiće dejstvo u pogledu Tranše samo ako se podnese najmanje 7 (sedam) Radnih dana pre Zakazanog datuma isplate.

Ako bilo koji od uslova iz člana 1.04 ne bude ispunjen na precizirani datum i na Zakazani datum isplate, i Banka bude smatrala da on neće biti ispunjen, isplata će biti odložena do datuma koji bude dogovoren između Banke i Zajmoprimca, a koji pada najmanje 7 (sedam) Radnih dana nakon što uslovi za isplatu budu ispunjeni.

### **1.05B Obeštećenje za odlaganje**

Ako je isplata bilo koje Najavljene tranše odložena, bilo na zahtev Zajmoprimca ili iz razloga neispunjavanja uslova za isplatu, Zajmoprimac će, na zahtev Banke, platiti obeštećenje na iznos za koji je isplata odložena. Takvo obeštećenje će se obračunavati od Zakazanog datuma isplate do stvarnog datuma isplate ili, zavisno od slučaja, do datuma otkazivanja Najavljene tranše po ovom Ugovoru po stopi jednako  $R_1$  minus  $R_2$ , gde:

„ $R_1$ ” označava kamatnu stopu koja bi se primenjivala s vremena na vreme u skladu sa članom 3.01 i relevantnim Obaveštenjem o isplati, ako je Tranša bila isplaćena na Zakazani datum isplate; i

„ $R_2$ ” označava Relevantnu međubankarsku stopu umanjenu za 0,125% (12,5 baznih poena), pod uslovom da će u svrhe određivanja Relevantne međubankarske stope u skladu sa članom 1.05, relevantni periodi predviđeni u Prilogu B biti sukcesivni periodi u trajanju od 1 (jednog) meseca počevši od Zakazanog datuma isplate.

Nadalje, obeštećenje:

- (a) će se računati prema konvenciji dnevnog računanja koja važi za  $R_1$ ;
- (b) će biti nula ako je  $R_2$  veće od  $R_1$ ; i

(c) će se plaćati u skladu sa članom 1.10.

**1.05C Otkazivanje isplate odložene za 6 (šest) meseci**

Dostavljanjem obaveštenja Zajmoprimcu, Banka može da otkáže isplatu koja je bila odložena u skladu sa članom 1.05A za više od ukupno 6 (šest) meseci. Otkazani iznos ostaje raspoloživ za isplatu shodno članu 1.02.

**1.06 Otkazivanje i suspenzija**

**1.06A Pravo Zajmoprimca na otkazivanje**

Dostavljanjem obaveštenja Banci, Zajmoprimac može, u bilo koje vreme, da sa trenutnim dejstvom otkáže celinu ili deo neisplaćenog dela Kredita. Međutim, obaveštenje neće imati dejstva na Najavljenu Tranšu čiji Zakazani datum isplate pada u roku od 5 (pet) Radnih dana po datumu obaveštenja.

**1.06B Pravo Banke na suspenziju i otkazivanje**

Dostavljanjem obaveštenja Zajmoprimcu, Banka može u bilo koje vreme, sa trenutnim dejstvom, da suspenduje i/ili otkáže u celosti ili delimično nepovučeni deo Kredita:

- (i) po nastanku događaja ili okolnosti pomenutih u članu 4.03A ili 10.01 ili događaja ili okolnosti koje bi protokom vremena ili davanjem obaveštenja po ovom Ugovoru činili slučaj iz člana 4.03A ili slučaj neispunjenja obaveza shodno članu 10.01; ili
- (ii) ako, postupajući razumno, Banka nije uverena da će se poštovati garancije i obaveze koje je dao i preuzeo Zajmoprimac u skladu sa članom 6. i 8.04.

Svaka suspenzija trajaće dok je Banka ne prekine ili otkáže suspendovani iznos.

**1.06C Obeštećenje za suspenziju i otkazivanje Tranše**

**1.06C(1) SUSPENZIJA**

Ako Banka suspenduje Najavljenu Tranšu, bilo u Slučaju prevremenog plaćanja sa naplatom odštete ili usled okolnosti iz člana 10.01, Zajmoprimac će obeštetiti Banku shodno članu 1.05B.

**1.06C(2) OTKAZIVANJE**

Ako u skladu sa članom 1.06A, Zajmoprimac otkáže:

- (a) Najavljenu Tranšu sa fiksnom kamatnom stopom, Zajmoprimac će obeštetiti Banku shodno članu 4.02B;
- (b) Najavljenu tranšu sa varijabilnom kamatnom stopom ili neki deo Kredita, osim Najavljene tranše sa fiksnom kamatnom stopom, obeštećenje se ne plaća.

Ako Banka otkáže Najavljenu tranšu sa fiksnom kamatnom stopom koja je Najavljena tranša, u Slučaju prevremenog plaćanja sa naplatom odštete ili usled okolnosti iz člana 1.05C, Zajmoprimac će obeštetiti Banku shodno članu 4.02. Ako Banka otkáže Najavljenu tranšu usled okolnosti pomenutih u članu 10.01, Zajmoprimac će obeštetiti Banku shodno članu 10.03. Osim u pomenutim slučajevima, na otkazivanje Tranše koje izvrši Banka obeštećenje se ne plaća.

Obeštećenje će se izračunati na osnovu otkazanog iznosa za koji se smatra da bi bio isplaćen na Zakazani datum isplate i otplaćen ili, u meri u kojoj je isplata Tranše trenutno odložena ili suspendovana, na datum obaveštenja o otkazivanju.

**1.07 Otkazivanje nakon isteka Kredita**

U bilo kom trenutku nakon Krajnjeg datuma raspoloživosti, Banka može, dostavljanjem obaveštenja Zajmoprimcu i bez obaveza koje bi nastale za bilo koju

stranu, da otkáže bilo koji deo Kredita za koji nije dostavljen Zahtev za isplatu u skladu sa članom 1.02B.

**1.10 Iznosi koji dospevaju u skladu sa članom 1**

Iznosi koji dospevaju u skladu sa čl. 1.05 i 1.06 plaćaće se u valuti predmetne Tranše. Iznosi će morati da se plate u roku od 15 (petnaest) dana od dana kada Zajmoprimac primi zahtev Banke ili u dužem roku koji Banka navede u zahtevu.

**ČLAN 2.**

**Zajam**

**2.01 Iznos Zajma**

Zajam će se sastojati od ukupnih iznosa Tranši koje je Banka isplatila po ovom Kreditu, a u skladu sa potvrdom Banke prema članu 2.03.

**2.02 Valuta otplate glavnice, kamate i drugih troškova**

Kamatu, otplate glavnice i druge troškove koji se plaćaju za svaku Tranšu, Zajmoprimac je dužan da plaća u valuti Tranše.

Sva druga plaćanja biće izvršena u valuti koju precizira Banka, uzevši u obzir valutu rashoda koji će biti plaćeni tom uplatom.

**2.03 Potvrda Banke**

U roku od 10 (deset) dana od isplate svake Tranše, Banka će Zajmoprimcu dostaviti plan otplate koji se navodi u članu 4.01, ako je to odgovarajuće, gde se prikazuju datum isplate, valuta i iznos isplate, uslovi otplate i kamatna stopa za tu Tranšu.

**ČLAN 3.**

**Kamata**

**3.01 Kamatna stopa**

Fiksne kamate i Rasponi su na raspolaganju u periodima koji nisu manji od 4 (četiri) godine ili, ako u tom periodu nema otplate glavnice, ne manji od 3 (tri) godine.

**3.01A Tranše sa fiksnom kamatnom stopom**

Zajmoprimac će platiti kamatu na neizmireni iznos svake Tranše sa fiksnom kamatnom stopom tromesečno, polugodišnje ili godišnje, na relevantne Datume plaćanja kako je precizirano u Obaveštenju o isplati, počevši od prvog takvog Datuma plaćanja nakon datuma isplate Tranše. Ako je period od datuma isplate do prvog Datuma plaćanja petnaest (15) ili manje dana, plaćanje obračunate kamate u tom periodu se odlaže do sledećeg Datuma plaćanja.

Kamata će se obračunavati na osnovu člana 5.01(a) po godišnjoj stopi koja je fiksna kamata stopa.

**3.01B Tranše sa varijabilnom kamatnom stopom**

Zajmoprimac će platiti kamatu na neizmireni iznos svake Tranše sa varijabilnom kamatnom stopom po Varijabilnoj kamatnoj stopi tromesečno, polugodišnje ili godišnje, na relevantne Datume plaćanja kako je precizirano u Obaveštenju o isplati, počevši od prvog takvog Datuma plaćanja nakon datuma isplate Tranše. Ako je period od datuma isplate Tranše do prvog Datuma plaćanja petnaest (15) ili manje dana, plaćanje obračunate kamate u tom periodu se odlaže do sledećeg Datuma plaćanja.

Banka će obavestiti Zajmoprimca o Varijabilnoj kamatnoj stopi u roku od 10 (deset) dana nakon početka svakog Referentnog perioda varijabilne kamatne stope.

Ako se prema članovima 1.05 i 1.06 isplata Tranše sa varijabilnom kamatnom stopom izvrši nakon Zakazanog datuma isplate, kamatna stopa koja se primenjuje na prvi Referentni period varijabilne kamatne stope utvrđuje kao da je isplata izvršena na Zakazani datum isplate.

Za svaki Referentni period varijabilne kamatne stope, kamata će se obračunavati kako je predviđeno u članu 5.01(b).

### 3.01C **Revizija ili Konverzija Tranši**

Kada Zajmoprimac izabere mogućnost da izvrši reviziju ili konverziju kamatne stope koja se primenjuje za određenu Tranšu, on će od Datuma efektivnosti revizije/konverzije (u skladu sa procedurom koja se utvrđuje u Prilogu D), plaćati kamatu po stopi utvrđenoj u skladu sa odredbama Priloga D.

### 3.02 **Kamata na neizmirene iznose**

Ne izuzimajući odredbe člana 10. i kao izuzetak od člana 3.01, kamata će prirastati na bilo koji neizmiren iznos koji dospeva na plaćanje u skladu sa uslovima ovog ugovora od datuma dospeća do datuma plaćanja po godišnjoj stopi jednakoj Relevantnoj međubankarskoj stopi plus 2% (200 baznih poena) i plaćaće se u skladu sa zahtevom Banke. U svrhu utvrđivanja Relevantne međubankarske stope u vezi sa ovim članom 3.02, relevantni periodi u smislu Priloga B biće sukcesivni periodi u trajanju od jednog meseca, pri čemu prvi period počinje na datum dospeća.

Međutim, kamata na Tranšu sa fiksnom kamatnom stopom biće naplaćena po godišnjoj stopi, to jest vrednosti kamatne stope koja bude definisana članom 3.01A plus 0.25% (25 baznih poena), ako ta godišnja stopa, za bilo koji relevantni period, pređe stopu preciziranu u prethodnom stavu.

Ako je neizmirena suma izražena u valuti koja nije valuta Tranše, primenjivaće se sledeća godišnja stopa, to jest Relevantna međubankarska stopa koju Banka generalno koristi za transakcije u toj valuti plus 2% (200 baznih poena), izračunato u skladu sa tržišnom praksom za takvu stopu.

### 3.03 **Slučaj poremećaja na tržištu**

Ako se u bilo kom trenutku između datuma izdavanja Obaveštenja o isplati od strane Banke u vezi sa Tranšom, ili datuma izdavanja Predloga o reviziji/konverziji kamate od strane Banke u skladu sa Prilogom D, i datuma koji pada dva Radna dana pre Zakazanog datuma isplate ili relevantnog Datuma revizije/konverzije kamate, dogodi Slučaj poremećaja na tržištu, Banka može obavestiti Zajmoprimca da ova klauzula stupa na snagu. U tom slučaju primenjuju se sledeća pravila:

- (a) U slučaju da Tranša treba da bude isplaćena u evrima, američkim dolarima ili britanskim funtama, ili je Tranša predmet Revizije/konverzije kamate i denominovana u evrima, američkim dolarima ili britanskim funtama, kamatna stopa koja će se primeniti za takvu Tranšu ili Tranšu koja je predmet Revizije/konverzije kamate do Datuma otplate ili Datuma revizije/konverzije kamate, ako postoji, će biti stopa (izražena kao procenat godišnje stope) za koju Banka utvrđuje da je njen ukupni trošak za finansiranje relevantne Tranše, zasnovane na tada primenjivim internim referentnim stopama Banke ili alternativnim metodama utvrđivanja stope, koji Banka delujući razumno utvrdi. Zajmoprimac ima pravo da odbije pisanim putem takvu isplatu (ili Reviziju/konverziju kamate) unutar roka navedenog u obaveštenju i snosiće rezultujuće troškove, ako ih ima, u kom slučaju Banka neće izvršiti isplatu i odnosni Kredit će ostati dostupan za isplatu prema članu 1.02B (ili Banka neće izvršiti Reviziju/konverziju kamate u kom slučaju će Zajmoprimac otplatiti Tranšu na Datum revizije/konverzije kamate). Ako Zajmoprimac ne odbije

isplatu (ili Reviziju/konverziju kamate) na vreme, strane se slažu da će isplata (ili Revizija/konverzija kamate) i prateći uslovi biti u potpunosti obavezujući za obe strane;

- (b) U slučajevima da Tranša treba da bude isplaćena u valuti koja nije evro, američki dolar i britanska funta, Banka će obavestiti Zajmoprimca o evro ekvivalentu koji će biti isplaćen na Datum zakazane isplate i relevantnoj procentualnoj stopi, kao što je opisano pod (a), koji će se primenjivati na Tranšu do Datuma otplate ili Datuma revizije/konverzije kamate, ako postoji. Zajmoprimac ima pravo da odbije pisanim putem takvu isplatu unutar roka navedenog u obaveštenju, u kom slučaju Banka neće izvršiti isplatu i odnosni deo Kredita će ostati dostupan za isplatu prema članu 1.02B. Ako Zajmoprimac ne odbije isplatu na vreme, strane se slažu da će isplata u evrima i prateći uslovi biti u potpunosti obavezujući za obe strane.
- (c) U slučaju da je Tranša predmet Revizije/konverzije kamate za koju je Banka izdala Predlog revizije/konverzije kamate, i koja je izražena u valuti koja nije evro, američki dolar ili britanska funta, strane se slažu da Tranša bude izražena u evrima, i Banka će obavestiti Zajmoprimca o evro ekvivalentu Tranše u pitanju i relevantnoj procentualnoj stopi kako je navedeno pod (a), primenjivo na Tranšu od Datuma Revizije/konverzije kamate do Datuma otplate ili sledećeg Datuma revizije/konverzije kamate, ako postoji. Zajmoprimac ima pravo da odbije pisanim putem takvu konverziju valuta unutar roka navedenog u obaveštenju, u kom slučaju će Zajmoprimac otplatiti Tranšu u celosti na dan Datuma revizije/konverzije kamate. Ako Zajmoprimac ne odbije konverziju valute na vreme, strane se slažu da će konverzija u evrima i prateći uslovi biti u potpunosti obavezujući za obe strane.

U svakom slučaju Raspon i Fiksna kamatna stopa koju je Banka prethodno navela u Obaveštenju o isplati ili u Predlogu o reviziji/konverziji kamate se više neće primenjivati.

#### **ČLAN 4.**

##### **Otplata**

#### **4.01 Normalna otplata**

##### **4.01A Otplata u ratama**

- (a) Zajmoprimac će otplatiti svaku Tranšu u ratama na Datume plaćanja precizirane u relevantnom Obaveštenju o isplati, a u skladu sa uslovima plana otplate dostavljenom shodno članu 2.03.
- (b) Svaki plan otplate izradiće se na osnovu sledećeg:
  - (i) u slučaju Tranše sa fiksnom kamatnom stopom bez Datuma revizije/konverzije kamate, otplata se vrši na bazi konstantnog anuiteta ili u jednakim godišnjim, polugodišnjim, ili tromesečnim ratama glavnice;
  - (ii) u slučaju Tranše sa fiksnom kamatnom stopom sa Datumom revizije/konverzije kamate ili Tranše sa varijabilnom kamatnom stopom, otplata se vrši jednakim godišnjim, polugodišnjim, ili tromesečnim ratama glavnice; i
  - (iii) prvi datum izmirivanja obaveza po osnovu svake Tranše biće Datum plaćanja koji pada ne pre isteka 60 dana od Zakazanog datuma isplate i ne nakon prvog Datuma plaćanja koji sledi odmah nakon pete godišnjice Zakazanog datuma isplate Tranše,



- (iv) poslednji datum otplate svake Tranše biće Datum plaćanja koji pada ne pre isteka četiri 4 (četiri) godine i ne kasnije od 25 godina od Zakazanog datuma isplate.

#### 4.01B **Jedna rata**

Alternativno, Zajmoprimac može da otplati Tranšu jednom ratom na Datum plaćanja utvrđen u Obaveštenju o isplati, pri čemu taj datum pada ne pre isteka 3 (tri) godine ili nakon isteka 15 (petnaest) godina od Zakazanog datuma isplate.

### 4.02 **Dobrovoljna prevremena otplata**

#### 4.02A **Opcija prevremene otplate**

Shodno članu 4.02B, 4.02C i 4.04, Zajmoprimac može da izvrši prevremeno plaćanje svih ili dela bilo koje Tranše, sa obračunatom kamatom i obeštećenjima, ako ih ima, dajući Obaveštenje o prevremenoj otplati najmanje 1 (jedan) mesec ranije precizirajući Iznos prevremene otplate i Datum prevremene otplate.

Obaveštenje o prevremenoj otplati će biti obavezujuće i neopozivo, shodno članu 4.02C.

#### 4.02B **Obeštećenje za prevremenu otplatu**

- 4.02B(1) Ako Zajmoprimac nije prihvatio pisanim putem Fiksnu kamatnu stopu vezanu za Predlog revizije/konverzije kamate prema Prilogu D, prevremena otplata Tranše na dan Datuma revizije/konverzije kamate kao što je navedeno u članu 1.02C(viii) ili u skladu sa Prilogom D, izvršava se bez obeštećenja.

#### 4.02B(2) **TRANŠA SA FIKSNOM KAMATNOM STOPOM**

Shodno gore navedenom članu 4.02B(1), ako Zajmoprimac prevremeno otplati Tranšu sa fiksnom kamatnom stopom, Zajmoprimac će platiti Banci na Datum prevremene otplate obeštećenje jednako sadašnjoj vrednosti ostatka (na Datum prevremene otplate), ukoliko postoji:

- (a) kamata koja bi se pripisala na Iznos prevremene otplate tokom perioda počev od Datuma prevremene otplate do Datuma revizije/konverzije kamate, ukoliko postoji, ili do Datuma otplate, ukoliko taj iznos nije ranije otplaćen; preko
- (b) kamate koja bi se pripisala tokom tog perioda, ako bi se računala po Stopi za prebacivanje, umanjena za 0.15% (petnaest baznih poena).

Pomenuta sadašnja vrednost biće izračunata po diskontnoj stopi jednakoj Stopi za prebacivanje, koja važi na svaki relevantni Datum plaćanja.

#### 4.02B(3) **TRANŠA SA VARIJABILNOM KAMATNOM STOPOM**

Zajmoprimac može prevremeno otplatiti Tranšu sa varijabilnom kamatnom stopom bez obeštećenja na svaki relevantan Datum plaćanja shodno članu 4.02B(1).

#### 4.02C **Mehanizmi prevremene otplate**

Banka će obavestiti Zajmoprimca, najkasnije 15 (petnaest) dana pre Datuma prevremene otplate, o Iznosu prevremene otplate i pripisane kamate dospele dotad i o obeštećenju koje se plaća na osnovu člana 4.02B ili, ako slučaj nalaže, da se obeštećenje ne plaća.

Najkasnije do Roka za prihvatanje obaveštenja, Zajmoprimac će obavestiti Banku ili da:

- (a) potvrđuje Obaveštenje o prevremenoj otplati pod uslovima koje je precizirala Banka; ili
- (b) povlači Obaveštenje o prevremenoj otplati.

Ako Zajmoprimac potvrdi opciju pod gore navedenim stavom (a), izvršiće prevremenu otplatu. Ako Zajmoprimac povuče Obaveštenje o prevremenoj otplati ili ga ne potvrdi u predviđenom roku, on ne može da izvrši prevremenu otplatu. Osim u prethodno navedenom slučaju, Obaveštenje o prevremenoj otplati biće obavezujuće i neopozivo.

Zajmoprimac će uz prevremenu otplatu izvršiti i plaćanje pripisane kamate i obeštećenja, ako postoji, koji dospevaju na Iznos prevremene otplate.

Iznos prevremene otplate biće srazmeran svakoj neizmirenoj rati.

#### **4.03      Prinudna prevremena otplata**

##### **4.03A     Osnov za prevremenu otplatu**

##### **4.03A(1) SMANJENJE TROŠKOVA PROJEKTA I NEDOVOLJNI KVALIFIKOVANI RASHODI**

U slučaju da Zajam može pokriti do 100% troškova posebnog potprojekta i ako ukupni troškovi Projekta budu smanjeni sa vrednosti koja je navedena u odredbi (2) Preambule tako da ukupan iznos Kredita prelazi 50% (pedeset procenata) takvih troškova, Banka može srazmerno smanjenju odmah da otkáže Kredit i/ili da zahteva prevremenu otplatu Zajma, dostavljajući obaveštenje Zajmoprimcu.

Takođe, ukoliko Zajmoprimac ne uspe da dostavi Banci bilo koji deo dokumentacije naveden u članu 8.01(d), u vezi sa bilo kojom isplaćenom Tranšom, do određenog datuma, Banka može zahtevati prevremenu otplatu dela Tranše koji prevazilazi iznos Kvalifikovanih rashoda Zajmoprimca za koje je pružio dokaze zadovoljavajuće za Banku. Zajmoprimac će izvršiti isplatu tražene sume na datum koji određuje Banka koji pada ne ranije od 30 (trideset) dana pre datuma zahteva.

##### **4.03A(2) PARI PASSU NA otplatu drugog ne-EIB zajma**

Ako Zajmoprimac dobrovoljno prevremeno otplati delimično ili u celosti bilo koji drugi ne-EIB zajam (kako bi se izbegla sumnja, prevremena otplata će uključivati ponovnu kupovinu ili otkazivanje gde je moguće), a to učini sredstvima koja ne potiču od zajma koji ima rok barem jednak preostalom roku prevremeno otplaćenog ne-EIB zajma, Banka može, putem obaveštenja Zajmoprimcu, da otkáže nepovučeni deo Kredita i da zahteva prevremenu otplatu Zajma. Banka može zahtevati da deo Zajma za prevremnu otplatu bude u onoj proporciji u kojoj prevremeno otplaćeni iznos ne-EIB zajma učestvuje u ukupnom neisplaćenom iznosu svih ne-EIB zajmova.

Zajmoprimac će izvršiti plaćanje zahtevanog iznosa na datum preciziran od strane Banke, a koji pada ne ranije od 30 (trideset) dana pre datuma zahteva.

U smislu ovog člana, „**ne-EIB zajam**” obuhvata svaki zajam (osim Zajma), obveznicu ili neki drugi vid finansijske zaduženosti ili obaveze za plaćanje ili otplatu novčanih obaveza odobrenih Zajmoprimcu na rok duži od 5 (pet) godina.

##### **4.03A(3) PROMENA ZAKONA**

Zajmoprimac će bez odlaganja obavestiti Banku o nastupanju Slučaja promene zakona ili verovatnoći nastupanja. U takvom slučaju, ili ako Banka ima opravdan razlog da veruje da je došlo ili da predstoji Slučaj promene zakona, ona može da zahteva da je Zajmoprimac konsultuje. Do tih konsultacija mora doći u roku od 30 (trideset) dana od datuma zahteva Banke. U slučaju da Banka nakon isteka 30 (trideset) dana od datuma tog zahteva za konsultacije, ima mišljenje da efekti Slučaja promene zakona ne mogu biti ublaženi na zadovoljavajući način, Banka može obavestavajući Zajmoprimca, da otkáže Kredit i traži prevremenu otplatu Zajma, sa obračunatom kamatom i svim drugim obračunatim i neisplaćenim iznosima po ovom Ugovoru.

Zajmoprimac će izvršiti plaćanje iznosa koji je zahtevan na datum koji precizira Banka, gde taj datum pada najmanje 30 (trideset) dana od datuma zahteva.

U smislu ovog člana „**Slučaj promene zakona**” označava donošenje, proglašavanje, potpisivanje ili ratifikaciju svake izmene i dopune nekog zakona, uredbe ili propisa (ili sprovođenja ili zvaničnog tumačenja zakona, uredbe ili propisa) koje nastaje posle datuma ovog ugovora i koje, po mišljenju Banke, materijalno šteti ili postoji verovatnoća da će materijalno oštetiti sposobnosti Zajmoprimca da ispuni svoje obaveze prema ovom ugovoru.

#### **4.03B    Mehanizmi prevremene otplate**

Svaki iznos koji Banka zatraži na osnovu člana 4.03A, zajedno sa svakom prispelom kamatom i svakim iznosom obračunatim ili neotplaćenim prema ovom ugovoru, uključujući bez ograničenja, svako obeštećenje prispelo na osnovu člana 4.03C, biće plaćeno na datum koji navede Banka u svom obaveštenju o zahtevu i primeniće se u skladu sa članom 10.05.

#### **4.03C    Obeštećenje za prevremenu otplatu**

U Slučaju prevremenog plaćanja sa naplatom odštete, ista, ako je ima, će se utvrditi u skladu sa članom 4.02B.

Ukoliko, u skladu sa odredbama člana 4.03A Zajmoprimac prevremeno optlati Tranšu na datum koji nije relevantni Datum plaćanja, Zajmoprimac će obeštetiti Banku, u iznosu koji Banka bude odredila kao potreban da joj nadoknadi troškove nastale usled doznačavanja sredstava na datum koji nije relevantni Datum plaćanja.

#### **4.04    Opšte**

Prevremeno otplaćen iznos ne može ponovo da se pozajmljuje. Član 4. ne dovodi u pitanje član 10.

### **ČLAN 5.**

#### **Plaćanja**

#### **5.01    Konvencija o brojanju dana**

Svi iznosi koji Zajmoprimcu dospevaju po osnovu kamate, obeštećenja ili naknada prema ovom ugovoru, i koji se računaju u odnosu na deo godine, računace se na osnovu sledećih konvencija:

- (a)    za Tranšu sa fiksnom kamatnom stopom, uzima se godina od 360 (tri stotine šezdeset) dana i mesec od 30 (trideset) dana; i
- (b)    za Tranšu sa varijabilnom kamatnom stopom, uzima se godina od 360 (tri stotine šezdeset) dana (ali 365 (tri stotine šezdeset pet) dana (nepromenljivo) za GBP, PLN) i broj proteklih dana.

#### **5.02    Vreme i mesto plaćanja**

Ako se ne utvrdi drugačije, svaki iznos koji nije kamata, obeštećenje i glavnica, plativ je u roku od 15 (petnaest) dana od kada Zajmoprimac primi zahtev Banke.

Svaki iznos koji plaća Zajmoprimac po ovom Ugovoru plaćace se na račun koji Banka naznači Zajmoprimcu. Banka će naznačiti račun najmanje 15 (petnaest) dana pre datuma dospeća prve otplate od strane Zajmoprimca i obavestiće o bilo kakvoj promeni računa najmanje 15 (petnaest) dana pre datuma prve otplate na koju se promena odnosi. Ovaj period obaveštavanja ne odnosi se na slučajeve plaćanja iz člana 10.

Iznos koji dospeva Zajmoprimcu na naplatu smatraće se plaćenim kada ga Banka primi.

**5.03 Prebijanje**

Banka može prebiti bilo koju dospelu obavezu Zajmoprimca koja dospeva u skladu sa ovim ugovorom (u meri koliko je to korisno za Banku) sa bilo kojom obavezom koju Banka ima prema Zajmoprimcu (bilo da je dospela ili ne), bez obzira na mesto plaćanja, način računovodstvenog evidentiranja ili valute bilo koje od dve obaveze koje se prebijaju. Ukoliko su obaveze izražene u različitim valutama, Banka može da konvertuje bilo koju od tih obaveza po tržišnom deviznom kursu u okviru svog redovnog poslovanja, a za potrebe prebijanja.

**5.04 Poremećaj sistema plaćanja**

Ukoliko Banka utvrdi (prema svom diskrecionom pravu) da je nastao Slučaj poremećaja ili je Zajmoprimac o tome obavesti:

(a) Banka može, i to će uraditi ako dobije zahtev od Zajmoprimca, konsultovati Zajmoprimca u cilju sporazumevanja oko promena obavljanja operacija ili administracije Ugovora koje Banka utvrdi kao neophodne u tim okolnostima;

(b) Banka neće biti obavezna da konsultuje Zajmoprimca u vezi sa bilo kojim promenama navedenim u stavu (a), ako po njenom mišljenju to nije korisno učiniti u tim okolnostima, i u svakom slučaju, neće imati obavezu da pristane na takve promene; i

(c) Banka neće biti odgovorna za bilo kakvu štetu, troškove ili gubitke nastale kao rezultat Slučaja poremećaja ili za preduzimanje ili ne preduzimanje mera shodno ili vezano za ovaj član 5.04.

**ČLAN 6.**

**Preuzete obaveze i izjave Zajmoprimca**

Preuzete obaveze iz člana 6. biće na snazi od datuma potpisivanja ovog ugovora sve dok se ne izmiri svaki iznos iz ovog ugovora ili dok je Kredit na snazi.

*A. Preuzete obaveze u okviru Projekta*

**6.01 Korišćenje Zajma i drugih raspoloživih sredstava**

Zajmoprimac će koristiti sva sredstva Zajma za finansiranje Projekta.

Zajmoprimac će osigurati da ima na raspolaganju i druga sredstva koja se navode u stavu 0 Preambule kao i da se ista prošire, u potrebnoj meri, radi finansiranja Projekta.

**6.02 Završetak Projekta**

Zajmoprimac će sprovesti Projekat u skladu sa Tehničkim opisom koji se može, s vremena na vreme, i uz odobrenje Banke, modifikovati i završiti ga do krajnjeg datuma preciziranog u opisu.

**6.03 Uvećani troškovi Projekta**

Ukoliko ukupni troškovi Projekta pređu procenjenu cifru navedenu u stavu (2) Preambule, Zajmoprimac će obezbediti sredstva za finansiranje uvećanih troškova bez pomoći Banke, tako da se osigura da se Projekat okonča u skladu sa Tehničkim opisom. Planovi za finansiranja uvećanih troškova biće bez odlaganja dostavljeni Banci.

**6.04 Procedura nabavke**

Zajmoprimac će nabaviti opremu, obezbediti usluge i naručiti radove za Projekat putem otvorenog međunarodnog tendera ili druge prihvatljive procedure za nabavku koja je, na zadovoljstvo Banke, u skladu sa njenom politikom opisanom u Vodiču za nabavke koji je na snazi na datum zaključivanja ovog ugovora.

#### 6.05 **Kontinuirane preuzete obaveze u vezi sa Projektom**

Zajmoprimac će:

- (a) **Održavanje:** održavati, popravljati, remontovati i obnavljati celokupnu imovinu koja čini deo Projekta u cilju održavanja u dobrom radnom stanju;
- (b) **Projektna sredstva:** osim ako Banka prethodno ne da svoj pristanak u pisanoj formi, zadržati pravo svojine i posed nad svim sredstvima, ili njihovog značajnog dela, koja čine Projekat ili, kada je to prikladno, zameniti i obnoviti takva sredstva i održavati Projekat u stalnoj funkciji u skladu sa njegovom prvobitnom namenom; pod uslovom da Banka razmatra zahtev Zajmoprimca bez odlaganja da može da uskrati svoj pristanak samo tamo gde bi predložene aktivnosti išle na štetu interesa Banke kao zajmodavca Zajmoprimcu ili bi učinilo Projekat nekvalifikovanim za finansiranje od strane Banke prema Statutu ili članu 309. Sporazuma o funkcionisanju Evropske unije;
- (c) **Osiguranje:** osigurati sve radove i imovinu koja čini deo Projekta kod prvoklasne osiguravajuće kompanije, u skladu sa standardnom praksom u industriji;
- (d) **Prava i dozvole:** održavati na snazi sva prava prolaza i upotrebe i sve dozvole neophodne za izvršenje i funkcionisanje Projekta; i
- (e) **Životna sredina:**
  - (i) sprovoditi Projekat i rukovoditi njime u saglasnosti sa Zakonima o životnoj sredini;
  - (ii) pribaviti sve ekološke dozvole potrebne za realizaciju Projekta; i
  - (iii) postupati u skladu pribavljenim ekološkim dozvolama.
- (f) **EU pravo:** sprovoditi Projekat i upravljati njime prema relevantnim zakonima Republike Srbije i relevantnim standardima EU prava, osim prema onim opštim derogacijama koje je proglasila Evropska unija.

*B. Opšte obaveze*

#### 6.06 **Poštovanje zakona**

Zajmoprimac će poštovati u potpunosti sve zakone i propise koji se odnose na njega ili Projekat.

#### 6.07 **Opšte izjave i garancije**

Zajmoprimac izjavljuje i garantuje Banci da:

- (a) ima pravo da zaključi, preda i izvršava svoje obaveze po ovom ugovoru i da su preduzete sve potrebne mere da se odobri zaključenje, predaja i izvršenje istog s njegove strane;
- (b) da ovaj ugovor predstavlja zakonski važeće, obavezujuće i izvršne obaveze Zajmoprimca;
- (c) da zaključivanje i predaja ovog ugovora, izvršavanje ugovornih obaveza i postupanje u skladu sa odredbama ovog ugovora ne predstavljaju niti se očekuje da će predstavljati:
  - (i) povredu ili sukob sa nekim važećim zakonom, statutom, pravilnikom ili propisom ili presudom, uredbom ili dozvolom koje se odnose na Ugovor; ili
  - (ii) povredu ili sukob sa nekim drugim ugovorom ili instrumentom koji je obavezujući za Zajmoprimca, za koji bi se s razlogom moglo očekivati da će

imati materijalno štetne efekte po sposobnost Zajmoprimca da izvrši svoje obaveze po ovom ugovoru;

- (d) da ne postoje Materijalno štetne promene od [    ];
- (e) ne postoje događaji i okolnosti koji predstavljaju slučaj neizvršenja obaveze prema članu 10.01 i da iste nisu u toku bez preduzetih mera za njihovo otklanjanje ili bez odricanja prava na naknadu;
- (f) da u toku nije ni jedan sudski, arbitražni ili upravni postupak i da isti ne pretili i ne čeka na rešavanje, prema njegovim saznanjima, ni u jednom sudu, arbitraži ili agenciji, koji bi doveo, ili bi ako bi se nepovoljno rešio postoji verovatnoća da bi doveo do Materijalno štetne promene, kao i da protiv njega ili nekog njegovog zavisnog društva ne postoji bilo kakva presuda ili rešenje po čijem izvršenju bi sa opravdanom verovatnoćom nastupile Materijalno štetne promene;
- (g) da je pribavio i da su važeće i na snazi, sa svim dokazima, sve neophodne saglasnosti, ovlašćenja, dozvole i odobrenja državnih i javnih organa ili tela u vezi sa ovim ugovorom i Projektom;
- (h) da se njegove obaveze plaćanja iz ovog ugovora rangiraju najmanje *pari passu* u pogledu prava na plaćanje sa svim ostalim sadašnjim i budućim neosiguranim i nesubordiniranim obavezama po osnovu bilo kog instrumenta zaduženja Zajmoprimca, osim obaveza koje propisuje zakon kao obavezne za preduzeća uopšte; i
- (i) da, u skladu sa članom 6.05(e) i prema njegovom saznanju i veri (nakon sprovođenja potrebne pažljive istrage) ne postoji nijedna tužba za ugrožavanje životne sredine niti je njome zaprećeno;

Izjave i jemstva iz prednjih navoda ostaju da važe i po izvršenju ovog ugovora i, osim u slučaju gore navedenog stava (d), smatra se da su ponovljena svakog Zakazanog datuma isplate i svakog Datuma plaćanja.

#### **6.08 Obavezivanje na integritet**

- (i) Zajmoprimac garantuje i obavezuje se da nije i neće počinuti, i da ni jedno lice nije i neće počinuti ni jedno od sledećih dela sa njegovom saglasnošću ili prethodnim znanjem:
  - (a) nuđenje, davanje, primanje ili traženje bilo kakve nepropisne prednosti koja utiče na postupanje imaoca javnih ovlašćenja, rukovodioca ili zaposlenog u državnom organu ili javnom preduzeću, odnosno rukovodioca ili zvaničnika neke javne međunarodne organizacije, a u vezi sa bilo kojom procedurom nabavke ili sprovođenjem bilo kog ugovora vezanim za Projekat; ili
  - (b) svaki postupak koji nepropisno utiče ili čiji je cilj da nepropisno utiče na proces nabavke ili sprovođenje Projekta na štetu Zajmoprimca, uključujući i tajni dogovor između ponuđača.

U smislu navedenog, saznanja bilo kog ministra, državnog sekretara, pomoćnika ministra ili savetnika ministra Zajmoprimca, ili zvaničnika pomenutog u članu 12.01, smatraće se saznanjem Zajmoprimca.

Zajmoprimac preuzima obavezu da obavesti Banku ukoliko postane svestan bilo koje činjenice ili informacije koja sugeriše da je počinjeno neko takvo delo.

- (ii) Zajmoprimac će ustanoviti, održavati i usaglašavati se sa internim procedurama i kontrolama u saglasnosti sa važećim nacionalnim zakonima i najboljom praksom, sa ciljem da se osigura da se ni jedna transakcija ne

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\* DAN/MESEC/GODINA odobrenja CD

zaključi sa nekim licima ili institucijama, niti za njihovu korist, kada se ta lica ili institucije nalaze na ažuriranim listama lica pod sankcijama po odluci Saveta bezbednosti Ujedinjenih nacija ili njegovih komiteta shodno Rezolucijama Saveta bezbednosti 1267 (1999), 1373 (2001) ([www.un.org/terrorism](http://www.un.org/terrorism)) odnosno Saveta EU prema njegovom Zajedničkom stavu 2001/931/CSFP i 2002/402/CSFP povezanim ili kasnijim rezolucijama, odnosno aktima o sprovođenju u vezi sa finansiranjem terorizma.

#### **6.09 Zakonitost sredstava finansiranja Projekta**

Zajmoprimac garantuje da primenjuje sve Preporuke OECD Radne grupe za finansijske aktivnosti.

#### **6.10 Ostale obaveze**

Zajmoprimac:

- (a) će preduzeti sve neophodne mere da osigura da objekti uključeni u Projekat budu u saglasnosti sa EU Direktivom o energetskom učinku zgrada (2002/91/EC);
- (b) neće nameniti nikakva sredstva, isplaćena ili koja tek treba da budu isplaćena od strane Banke, potprojektima za koje je potrebna Procena uticaja na životnu sredinu („EIA“) ili procena biodiverziteta, shodno Zakonu o životnoj sredini, pre nego što dobije saglasnost nadležnih organa, i pre nego što Ne-tehnički rezime EIA bude dostupan javnosti;
- (c) će za potprojekte koja je potrebna EIA, Banci podneti ili Ne-tehnički rezime EIA ili link ka javnoj verziji Ne-tehničkog rezimea EIA, sa primerkom relevantne saglasnosti koja pokazuje da su javne konsultacije bile organizovane i rezultati uzeti u razmatanje; i
- (d) će dostaviti za potprojekte za koje nije potrebna EIA, primerak relevantne saglasnosti nadležnih organa koji dokazuje razloge zbog kojih EIA nije potrebna (provizorna odluka).

#### **6.11 Jedinica za upravljanje Projektom**

Promoter će formirati, pre povlačenja prve Tranše, i sve vreme održavati, JUP i obezbediće da ona ima odgovarajuće osoblje koje se sastoji od kvalifikovanih i posvećenih ljudi sa prikladnom tehničkom podrškom i savetima, pod uslovima i sa opisom poslova prihvatljivim za Banku.

### **ČLAN 7.**

#### **Obezbeđenje**

Obaveze preuzete iz ovog člana 7. ostaju na snazi od datuma ovog ugovora sve dok postoji neki neizmireni iznos po ovom ugovoru ili Kreditu koji je na snazi.

#### **7.01 Pari Passu**

Zajmoprimac će osigurati da se njegove obaveze plaćanja po ovom ugovoru rangiraju najmanje *pari passu* u pogledu prava na plaćanje sa svim ostalim sadašnjim i budućim neosiguranim obavezama po osnovu bilo kog Instrumenta spoljnog zaduženja Zajmoprimca, osim obaveza koje kao prioritetne propisuje zakon primenjiv na preduzeća uopšte.

Naročito, ako Banka dostavi zahtev u skladu sa uslovima iz člana 10.01 ili ako nastupi ili se nastavi neispunjenje ili potencijalno neispunjenje obaveza po osnovu bilo kog neosiguranog i nesubordiniranog Instrumenta spoljnog zaduženja Zajmoprimca ili bilo koje njegove agencije, Zajmoprimac neće izvršiti (ili odobriti) bilo koje plaćanje u vezi sa bilo kojim takvim Instrumentom spoljnog zaduženja (bilo

prema redovnom planu ili na drugi način), a da istovremeno ne plati, ili odvoji na namenskom računu radi plaćanja na sledeći Datum plaćanja sredstva u takvom iznosu da razmera tog iznosa u odnosu na neotplaćen dug po osnovu ovog ugovora bude ista kao razmera plaćanja po osnovu pomenutog Instrumenta spoljnog zaduženja u odnosu na ukupan neotplaćeni dug po osnovu tog instrumenta. Za tu namenu, svako plaćanje Instrumenta spoljnog zaduženja koje se vrši iz sredstava dobijenih emitovanjem drugog instrumenta, na koja su se u osnovi pretplatila ista lica koja imaju potraživanja po Instrumentu spoljnog zaduženja, ne uzima se u obzir.

U smislu ovog ugovora, „**Instrument spoljnog zaduženja**” znači (a) instrument, uključujući i svaku priznaticu ili izvod sa računa koji dokazuje ili predstavlja obavezu da se otplati zajam, depozit, avans ili sličan vid kredita (uključujući bez ograničenja i svako davanje kredita po osnovu sporazuma o refinansiranju ili reprogramu), (b) obaveza na osnovu obveznice, dužničke hartije od vrednosti ili sličnog pisanog dokaza o zaduženju, i (c) garancija Zajmoprimca obaveze koja proističe iz Instrumenta spoljnog zaduženja nekog drugog, u svakom slučaju pod uslovom da se takva obaveza: (i) reguliše pravnim sistemom koji nije pravo Zajmoprimca; ili (ii) je plativa u valuti koja nije valuta zemlje Zajmoprimca; ili (iii) je plativa licu zaposlenom, sa prebivalištem, boravištem ili sedištem ili glavnim mestom poslovanja van zemlje Zajmoprimca.

#### **7.02     Dodatno obezbeđenje**

Ukoliko Zajmoprimac da trećoj strani bilo koji vid obezbeđenja za realizaciju bilo kog Instrumenta spoljnog zaduženja, odnosno da prednost ili prioritet, Zajmoprimac će, ukoliko to Banka zatraži, obezbediti Banci ekvivalentno obezbeđenje za ispunjenje svojih obaveza iz ovog ugovora ili joj dati ekvivalentnu prednost ili prioritet.

#### **7.03     Klauzule koje se naknadno unose**

Ukoliko Zajmoprimac zaključi sa bilo kojim drugim srednjoročnim ili dugoročnim finansijskim poveriocem finansijski sporazum koji sadrži klauzulu za slučaj opadanja kreditnog rejtinga Zajmoprimca ili drugu odredbu u vezi sa *pari passu* rangiranjem ili unakrsnim neispunjenjem, koja je strožija od bilo koje ekvivalentne odredbe iz ovog ugovora, Zajmoprimac će o tome obavestiti Banku i na zahtev Banke, će zaključiti sporazum kojim će se izvršiti izmena i dopuna ovog ugovora kako bi se u njega unela ekvivalentna odredba u prilog Banci.

### **ČLAN 8.**

#### **Informacije i posete**

#### **8.01     Informacije o Projektu**

Zajmoprimac će:

(a) dostaviti Banci:

- (i) informaciju sa sadržajem, u formi i u rokovima navedenim u Prilogu A.2 ili povremeno na drugi način, po dogovoru ugovornih strana; i
- (ii) sve dodatne informacije ili druga dokumenta u vezi sa finansiranjem, nabavkom, sprovođenjem, funkcionisanjem ili uticajem na životnu sredinu Projekta ili u vezi sa Projektom, koje bi Banka mogla razumno da zahteva u razumnom vremenu;

pod uslovom da uvek kada se takva informacija ili dokument ne dostavi Banci na vreme, a Zajmoprimac ne ispravi propust u razumnom roku koji Banka utvrdi pisanim putem, Banka može ispraviti nastali propust, u meri koliko je to moguće, tako što će angažovati sopstvene zaposlene ili konsultanta ili bilo



koju treću stranu, a o trošku Zajmoprimca, pri čemu će Zajmoprimac pomenutim licima obezbediti svu pomoć neophodnu za napred navedenu namenu;

- (b) na odobrenje bez odlaganja bilo kakvu materijalnu promenu Projekta, uključujući između ostalog, promenu cene, planova, rokova i programa izdataka ili finansijskog plana za Projekat, koji se menjaju u odnosu na izjave date Banci pre potpisivanja ovog ugovora;
- (c) bez odlaganja obavestiti Banku o:
  - (i) bilo kakvom značajnom pokrenutom postupku ili protestu, odnosno izvornoj primedbi koju da bilo koja treća strana, bilo kojoj žalbi koju Zajmoprimac primi ili bilo kakvoj materijalnoj Tužbi za zaštitu životne sredine koja se pokrene protiv njega ili je zaprečena, a u vezi sa pitanjima životne sredine ili drugim pitanjima koja se tiču Projekta;
  - (ii) svakoj činjenici ili događaju poznatom Zajmoprimcu, koji može značajno ugroziti ili uticati na uslove za sprovođenje ili funkcionisanje Projekta;
  - (iii) svakom nepoštovanju primenljivog Zakona o životnoj sredini sa njegove strane; i
  - (iv) svakoj suspenziji, stavljanju van snage ili promeni Ekološkog odobrenja, i predložiti mere koje treba preduzeti u pogledu toga.
- (d) dostaviti Banci, na datume određene dole i na način zadovoljavajući za Banku, dokumenta na engleskom jeziku ili sa priloženim prevodom na engleski jezik, koja dokazuju Kvalifikovane troškove do sledećih iznosa:
  - (i) unutar 90 (devedeset) dana nakon isplate Tranše, 75% (sedamdeset pet posto) iznosa Tranše plus 100% (sto posto) cele prethodno isplaćenje Tranše; i
  - (ii) unutar 120 (sto dvadeset) dana nakon isplate Tranše, 100% (sto posto) iznosa Tranše plus 100% (sto posto) prethodno isplaćene Tranše.
- (e) omogućiti Banci, ako to zahteva:
  - (i) sertifikat osiguravajuće kompanije koji pokazuje ispunjenje svih zahteva iz člana 6.05(c);
  - (ii) godišnje, spisak polisa na snazi koji pokrivaju osiguranu imovinu koja čini deo Projekta, zajedno sa potvrdom o plaćanju tekućih premija.

## **8.02 Informacije koje se tiču Zajmoprimca**

Zajmoprimac će:

- (a) osigurati da njegove računovodstvene knjige u potpunosti odražavaju operacije vezane za finansiranje, izvršenje i izvođenje Projekta; i
- (b) obavestiti Banku bez odlaganja o:
  - (i) o bilo kojoj činjenici koja ga obavezuje da prevremeno otplati bilo koje finansijsko dugovanje po osnovu sredstava dobijenih od EU;
  - (ii) o bilo kom događaju ili odluci koja predstavlja događaje opisane u čl. 4.03A;
  - (iii) o svakoj namerni sa njegove strane da izda bilo kakvo obezbeđenje na teret bilo kog dela njegove aktive u korist treće strane;
  - (iv) o svakoj namerni sa njegove strane da se odrekne vlasništva nad bilo kojom materijalnom komponentom Projekta;

- (v) o bilo kojoj činjenici ili događaju koji bi mogli da spreče suštinsko ispunjenje bilo koje obaveze Zajmoprimca po ovom ugovoru;
- (vi) bilo kom događaju navedenom u članu 10.01 koji je nastupio ili se očekuje, odnosno prethodi da se dogodi; ili
- (vii) o svakom sudskom, arbitražnom ili upravnom postupku ili istrazi koja je u toku, zaprećena ili čeka na rešavanje i za koje, ako se nepovoljno reše, postoji verovatnoća da bi doveli do Materijalno štetne promene.

### **8.03      Posete Banke**

Zajmoprimac će dozvoliti licima koje je Banka odredila, kao i licima određenim od strane institucija Evropske unije ili organa kada je to obavezno u skladu sa relevantnim zakonodavstvom EU, da posete lokacije, instalacije i radove pod Projektom i da izvrše provere koje budu želeli, a u tu svrhu, Zajmoprimac će osigurati da ta lica dobiju svu neophodnu pomoć.

Zajmoprimac je upoznat sa činjenicom da Banka može biti obavezna da obelodani takve informacije u vezi sa Zajmoprimcem ili Projektom nadležnim institucijama ili organima EU u skladu sa relevantnim imperativnim odredbama zakonodavstva EU.

### **8.04      Istrage i informisanje**

Zajmoprimac se obavezuje:

- (i) da na opravdani zahtev Banke sprovede istragu i/ili prekine sve navodne radnje ili radnje i za koje se posumnja da se vrše iz člana 6.08;
- (ii) da obavesti Banku o merama preduzetim da bi se tražilo obeštećenje od lica odgovornih za bilo kakav gubitak koji proistekne iz bilo koje takve radnje; i
- (iii) da omogući svaku istragu koju bi Banka mogla da preduzme u vezi sa takvom radnjom.

## **ČLAN 9.**

### **Rashodi i troškovi**

#### **9.01      Porezi, carine i takse**

Zajmoprimac će platiti sve poreze, carine, takse i druge namete bilo kakve prirode, uključujući i poreze na taksene marke i registracije, koje proističu iz izvršenja ili primene ovog ugovora ili bilo kog pratećeg dokumenta, kao i tokom izrade, usavršavanja, registracije ili primene bilo kog obezbeđenja za Zajam, u primenljivoj meri.

Zajmoprimac će platiti svu glavnicu, kamatu, obeštećenje i druge iznose koji sledeju po ovom ugovoru, bruto bez odbijanja bilo kakvih nacionalnih ili lokalnih dažbina; pod uslovom da, ako je Zajmoprimac obavezan po zakonu da napravi neki takav odbitak, on poveća bruto otplatu Banci tako da posle odbitka, neto iznos koji Banka primi bude ekvivalentan iznosu koji joj sleduje.

#### **9.02      Ostali troškovi**

Zajmoprimac će snositi sve rashode i troškove, uključujući sve stručne, bankarske ili menjačke troškove nastale u vezi sa pripremom, sprovođenjem i prestankom ovog ugovora ili svakog pratećeg dokumenta, izmenama i dopunama, prilogima i odricanjem u vezi sa ovim ugovorom ili nekim njegovim pratećim dokumentom, kao i u vezi sa izmenama i dopunama, izradom, upravljanjem i realizacijom bilo kakvog obezbeđenja za Zajam.

Banka će obezbediti podršku u vidu dokumenata za sve takve naknade ili troškove 14 (četrnaest) dana pre dospeća njenog zahteva za plaćanje.

## ČLAN 10.

### Slučajevi neispunjenja obaveza

#### 10.01 Pravo na zahtevanje otplate

Zajmoprimac će otplatiti Zajam ili neki njegov deo, zajedno sa prispelom kamatom i ostalim neotplaćenim iznosima, po pisanom zahtevu Banke, a u skladu sa sledećim odredbama.

#### 10.01A **Hitan zahtev**

Banka može odmah da podnese takav zahtev:

- (a) ako Zajmoprimac propusti da na datum dospeća otplati neki deo Zajma, da plati kamatu na to ili da izvrši bilo kakvo plaćanje Banci kako je to određeno ovim ugovorom; osim ako je (i) neizvršeno plaćanje prouzrokovano administrativnom ili tehničkom greškom ili slučajem poremećaja (ii) isplata je izvršena u roku od 3 radna dana od dana datuma dospeća;
- (b) ako se utvrdi da su neke materijalne informacije ili dokumenti koji su predati Banci od strane ili u ime Zajmoprimca ili neke izjave ili navodi dati ili se smatra da su dati od strane Zajmoprimca u vezi sa pregovorima za ovaj ugovor ili u njemu netačni, nepotpuni ili pogrešni u materijalnom smislu;
- (c) ako se, posle neispunjenja neke obaveze iz ovog ugovora od Zajmoprimca, ili obaveze koja proističe iz neke finansijske transakcije, ili druge koja nije iz ugovora
  - (i) od Zajmoprimca se traži ili se od njega može tražiti ili će se, po isteku važećeg ugovorenog grejs perioda, tražiti ili će biti u stanju da se od njega može tražiti da izvrši prevremeno plaćanje, isplatu, zatvaranje ili raskid pre dospeća nekog drugog zajma ili obaveze
  - (ii) obaveza koja proističe iz neke finansijske transakcije, a u vezi drugog zajma ili obaveze otkazana ili obustavljena.
- (d) ako Zajmoprimac nije u mogućnosti da otplati svoje obaveze po osnovu zaduživanja prema njihovom dospeću, ako obustavi plaćanja, ako postigne ili, bez prethodnog pisanog obaveštenja Banci, pokuša da postigne dogovor o reprogramu obaveza sa svojim poveriocima;
- (e) ako Zajmoprimac ne ispuni obaveze koje se tiču bilo kog drugog zajma koji je Banka odobrila iz svojih sredstava ili iz sredstava Evropske unije;
- (f) ako je popis stvari zbog duga, izvršenje, konfiskovanje, ili drugi proces nametnut ili izvršen nad imovinom Zajmoprimca ili bilo koje imovine koja je deo projekta, i obaveza nije isplaćena ili odložena u roku od 14 (četrnaest) dana;
- (g) ako nastane Materijalno štetna promena, u poređenju sa uslovima Zajmoprimca na datum ovog ugovora; ili
- (h) ako jeste ili ako postane nezakonito da Zajmoprimac izvršava neku svoju obavezu po ovom ugovoru ili ako ovaj ugovor nije važeći u skladu sa svojim uslovima ili ako Zajmoprimac tvrdi da on nije važeći u skladu sa njegovim uslovima.

#### 10.01 **Zahtev nakon opomene o ispravci**

Banka može da postavi takav zahtev:

- (a) iako Zajmoprimac ne ispuni bilo koju materijalnu obavezu iz ovog ugovora, osim onih pomenutih u članu 10.01A; ili

- (b) ako se bilo koja činjenica odnosi na Zajmoprimca ili na projekat navedena u stavovima Preambule materijalno promeni, a materijalno se ne vrati u prvobitno stanje i ako promena šteti interesima Banke kao zajmodavca Zajmoprimcu ili nepovoljno utiče na sprovođenje ili funkcionisanje Projekta;

ako nepoštovanje ili okolnosti koje navode na nepoštovanje ne mogu da se poprave i ako se ne poprave u razumnom roku koji je preciziran u obaveštenju koje je Banka uručila Zajmoprimcu.

#### **10.02 Ostala prava po zakonu**

Član 10.01 neće ograničiti bilo koje drugo pravo koje Banka ima po zakonu da zahteva prevremenu otplatu Zajma.

#### **10.03 Odšteta**

##### **10.03A Tranše sa fiksnom kamatnom stopom**

U slučaju zahteva iz člana 10.01 u vezi sa bilo kojom Tranšom sa fiksnom kamatnom stopom, Zajmoprimac će platiti Banci traženi iznos zajedno sa prispelom kamatom i iznosom koji se bude obračunavao u skladu sa članom 4.02B na bilo koji iznos koji je dospeo na naplatu. Pomenuti iznos će se obračunavati od datuma plaćanja preciziranog u zahtevu Banke i biće izračunat na osnovu prevremene otplate koja je obavljena na datum naveden u zahtevu.

##### **10.03B Tranše sa varijabilnom kamatnom stopom**

U slučaju zahteva iz člana 10.01 u vezi sa bilo kojom Tranšom sa varijabilnom kamatnom stopom, Zajmoprimac će platiti Banci traženi iznos zajedno sa iznosom jednakim sadašnjoj vrednosti od 0.15% (petnaest baznih poena) na godišnjem nivou koji će se obračunavati na iznos koji će biti prevremeno otplaćen, i to na isti način kao što bi se obračunavala kamata da je taj iznos ostao neizmiren u skladu sa prvobitnim planom otplate te Tranše do Datuma revizije/konverzije kamate, ukoliko postoji, ili do Datuma otplate Tranše.

Pomenuta sadašnja vrednost biće izračunata po diskontnoj stopi jednako Stopi za prebacivanje, koja važi na svaki relevantni Datum plaćanja.

##### **10.03C Opšte**

Iznose koje je Zajmoprimac dužan da plati u skladu sa članom 10.03 dospeće na naplatu na datum prevremene otplate koji Banka precizira u svom zahtevu.

#### **10.04 Neodricanje**

Nijedan slučaj neostvarivanja ili odlaganja ili delimičnog ostvarivanja prava ili pravnih lekova koje Banka ima po osnovu ovog ugovora neće se smatrati njenim odricanjem istih. Prava i pravni lekovi predviđeni ovim ugovorom su kumulativni i ne isključuju ni jedno pravo ili pravni lek predviđen zakonom.

#### **10.05 Upotreba primljenih iznosa**

Iznosi koje Banka primi nakon zahteva iz člana 10.01 biće prvo iskorišćeni za plaćanje troškova, kamate i obeštećenja, a kao drugo za smanjenje neizmirenih rata po obrnutom redosledu dospeća. Banka može da upotrebi iznose primljene između Tranši po svom nahođenju.

### **ČLAN 11.**

#### **Pravo i nadležnost**

##### **11.01 Zakon**

Ovaj ugovor i sve neugovorne obaveze, proistekle ili koje su u vezi sa ugovorom, upravljace se prema zakonima Velikog Vojvodstva Luksemburga.

**11.02 Nadležnost**

Strane ovim putem prihvataju nadležnost Suda pravde Evropskih zajednica.

Ugovorne strane se ovim putem odriču bilo kakvog imuniteta ili prava na prigovor u vezi nadležnosti ovih sudova. Svaka odluka Suda data u skladu sa ovim članom biće konačna i obavezujuća za strane bez ograničenja ili rezervisanja.

**11.03 Dokaz o iznosima dospelim na naplatu**

U bilo kom pravnom postupku koji proistekne iz ovog ugovora, potvrda Banke o bilo kom iznosu koji dospeva na naplatu Banci po osnovu ovog ugovora smatraće se, kada nema očigledne greške, nesumnjivim (prima facie) dokazom takvog iznosa.

**ČLAN 12.**

**Završne klauzule**

**12.01 Obaveštenja obema stranama**

Obaveštenja i druga saopštenja koja u skladu sa ovim ugovorom upućena bilo kojoj ugovornoj strani biće sačinjena u pisanoj formi i poslata na adresu ili telefaks ugovorne strane koji se navode u daljem tekstu, ili na onu adresu ili broj telefaksa o kojima je jedna strana prethodno obavestila drugu u pisanoj formi:

|                |  |
|----------------|--|
| Za Zajmoprimca | Ministarstvo finansija<br>Kneza Miloša 20<br>11000 Beograd<br>Republika Srbija |
| Za Banku       | Na ruke: Ops A / MA-3<br>100 boulevard Konrad Adenauer<br>L-2950 Luxembourg    |

Osim ako Zajmoprimac u pisanoj formi ne obavesti Banku drugačije, Zajmoprimac i Sekretarijat Ministarstva finansija Zajmoprimca su odgovorni za kontakte sa Bankom za potrebe iz člana 6.08.

**12.02 Forma obaveštavanja**

Obaveštenja i druga saopštenja u skladu sa ovim ugovorom biće sačinjena u pisanoj formi.

Obaveštenja i druga saopštenja, za koja su u ovom ugovoru predviđeni fiksni rokovi ili koji sami određuju rokove obavezujuće za primaoca, biće uručeni lično, preporučenim pismom, telefaksom ili kurirskom poštom. Takva obaveštenja i način komunikacije smatraće se da su primljeni od druge strane na datum dospeća uručeni lično, preporučenim pismom, telefaksom ili kurirskom poštom.

Ostala obaveštenja i saopštenja mogu biti predata lično, preporučenom poštom ili telefaksom ili putem elektronske pošte ili nekim drugim elektronskim putem.

Ne utičući na valjanost obaveštenja koje je dostavljeno telefaksom prema prethodnim stavovima, kopija svakog obaveštenja uručenog telefaksom šalje se i pismom licu na koje je naslovljeno, najkasnije prvog narednog radnog dana.

Obaveštenja koja pošalje Zajmoprimac u skladu sa bilo kojom odredbom ovog ugovora biće, gde to Banka zahteva, dostavljeni Banci zajedno sa zadovoljavajućim dokazima ovlašćenja osobe ili osoba ovlašćenih da potpišu takvo obaveštenje u ime Zajmoprimca, kao i sa overenim spesimenima potpisa takve osobe ili osoba.

**12.04    Stupanje na snagu**

Ovaj ugovor stupa na snagu nakon potvrde od strane Banke Zajmoprimcu da je primljena overena kopija Službenog glasnika Republike Srbije u kome je objavljen Zakon o ratifikaciji ovog ugovora od strane Parlamenta Republike Srbije.

**12.03    Stavovi Preambule i Prilozi**

Stavovi Preambule i sledeći Prilozi čine deo ovog ugovora:

|          |                                     |
|----------|-------------------------------------|
| Prilog A | Tehnički opis i izveštaji           |
| Prilog B | Definicija EURIBOR-a i LIBOR-a      |
| Prilog C | Obrasci za Zajmoprimca              |
| Prilog D | Revizija i konverzija kamatne stope |

**U POTVRDU GORE NAVEDENOG** ugovorne strane su saglasne da ovaj ugovor potpišu u 4 (četiri) originalna primerka na engleskom jeziku i da svaku stranu ovog ugovora parafiraju.

U Beogradu, 20. oktobra 2011. godine      U Luksemburgu, 25. oktobra 2011. godine

|  |   |                    |
|--|---|--------------------|
| Potpisano za i u ime<br>REPUBLIKE SRBIJE | Potpisano za i u ime<br>EVROPSKE INVESTICIONE BANKE |                    |
| Dušan Nikezić, s.r.                      | Dominique Courbin, s.r.                             | Massimo Novo, s.r. |
|  |   |                    |

## **Opis Projekta i izveštavanje**

### **A.1. TEHNIČKI OPIS**

#### **Namena, lokacija**

Ovaj projekat se odnosi na program investicija određenih kao prioritet od strane Ministarstva pravde (videti priloženi spisak u Dodatku A.1.1). Investicioni program je deo Nacionalne strategije reforme pravosuđa i ima za cilj unapređenje pravde u Srbiji kroz izgradnju i rekonstrukciju zgrada pravosuđa i povezanih objekata infrastrukture. Finansiranje od strane Evropske investicione banke se tiče rekonstrukcije i izgradnje objekata za pravosuđe.

#### **Opis**

**Investicioni program projekta obuhvata ukupno 16 potprojekata od kojih su tri ključna locirana u Beogradu:**

- Potprojekat 1: Zgrada B: renoviranje Palate pravde, zgrade Višeg suda u Beogradu (24.000 m<sup>2</sup> bruto površine), Savska ulica br. 17A
- Potprojekat 2: Zgrada C: Izgradnja novog objekta kao glavne kancelarije za tužioce, Kneza Miloša br. 30-36, opština Savski venac u starom delu Beograda, (oko 9.000 m<sup>2</sup> bruto površine)
- Potprojekat 3: Zgrada D: Izgradnja novog objekta (krila), na mestu postojeće zgrade Specijalnog suda, Ustanička br. 29, Beograd (oko 5.000 m<sup>2</sup>).

Pod-projekti 4-16: Objekti pravosuđa širom zemlje.

#### **Kalendar**

Sprovođenja celokupnog investicionog programa planirano je za period 2011-2016.

### A.1.1 SPISAK POTPROJEKATA

| Modernizacija objekata pravosuđa 2009-0405: Spisak potprojekata |   |            |                        |                        |                        |                        |                        |                         |               |
|---|---|------------|------------------------|------------------------|------------------------|------------------------|------------------------|-------------------------|---------------|
| br  | Potprojekat   | Lokacija   | 2011.<br>milion<br>RSD | 2012.<br>milion<br>RSD | 2013.<br>milion<br>RSD | 2014.<br>milion<br>RSD | 2015.<br>milion<br>RSD | ukupno<br>milion<br>RSD | milion<br>EUR |
| 1   | Palata pravde („Zgrada B”), Savska 17A, sveobuhvatna rekonstrukcija   | Beograd    | 40                     | 250                    | 600                    | 700                    | 300                    | 1,890                   | 18.24         |
| 2   | Izgradnja novog objekta za tužioce Višeg suda („Zgrada C”), Kneza Miloša 30-36  | Beograd    | 200                    | 400                    | 800                    | 300                    |                        | 1,700                   | 16.41         |
| 3   | Izgradnja novog objekta za tužioce Specijalnog suda („Zgrada D”), Ustanička 29  | Beograd    | 50                     | 250                    | 450                    | 100                    |                        | 850                     | 8.20          |
| 4   | Kupovina zgrade i renoviranje objekta za potrebe smeštaja odeljenja za prekršaje Višeg suda i Osnovnog suda u Beogradu                                      | Beograd    | 750                    | 150                    |                        |                        |                        | 900                     | 8.69          |
| 5   | Rekonstrukcija, rehabilitacija i renoviranje objekta „Beobanke”, Zeleni venac 18, u Beogradu, za smeštaj Višeg prekršajnog suda i Osnovnog prekršajnog suda | Beograd    | 250                    | 350                    | 250                    |                        |                        | 850                     | 8.20          |
| 6   | Rekonstrukcija, rehabilitacija i poboljšavanje objekata za smeštaj Apelacionog suda   | Kragujevac | 30                     | 60                     | 50                     |                        |                        | 140                     | 1.35          |
| 7   | Rekonstrukcija i poboljšavanje objekta za Viši sud u Pančevu  | Pančevo    | 5                      | 10                     | 40                     | 10                     |                        | 65                      | 0.63          |
| 8   | Rekonstrukcija i poboljšavanje objekta bivšeg Petog opštinskog suda u Beogradu za potrebe smeštaja Odeljenja Prvog osnovnog suda                            | Beograd    | 30                     | 50                     | 200                    | 100                    |                        | 380                     | 3.67          |
| 9   | Rekonstrukcija i renoviranje objekata „Valjevo banke” u Valjevu za potrebe smeštaja Javnog tužilaštva i Prekršajnog suda                                    | Valjevo    | 60                     | 5                      | 0                      |                        |                        | 65                      | 0.63          |
| 10  | Izgradnja objekta za smeštaj Javnog tužilaštva i Prekršajnog suda (kofinansira grad Novi Sad)   | Novi Sad   | 20                     | 50                     | 250                    | 500                    | 180                    | 1000                    | 9.65          |
| 11  | Izgradnja objekta za smeštaj sudskih vlasti u Boru  | Bor        | 10                     | 40                     | 60                     | 20                     |                        | 130                     | 1.25          |
| 12  | Izgradnja objekta za smeštaj Prekršajnog suda   | Pančevo    | 10                     | 40                     | 60                     | 20                     |                        | 130                     | 1.25          |
| 13  | Izgradnja objekta za smeštaj Prekršajnog suda i Javnog tužilaštva   | Šabac      | 10                     | 50                     | 200                    | 180                    |                        | 440                     | 4.25          |
| 14  | Rekonstrukcija i poboljšavanje objekta Osnovnog suda za potrebe smeštaja Prekršajnog  | Loznica    | 25                     | 65                     | 35                     | 5                      |                        | 130                     | 1.25          |



|    |  |                         |              |              |              |              |            |               |              |
|----|--|-------------------------|--------------|--------------|--------------|--------------|------------|---------------|--------------|
|    | suda   |                         |              |              |              |              |            |               |              |
| 15 | Rekonstrukcija i renoviranje objekta za smeštaj Prekršajnog suda   | Niš                     | 20           | 30           | 0            |              |            | 50            | 0.48         |
| 16 | Rekonstrukcija električnih instalacija i izvođenje potrebnih radova u objektima pravosudnih vlasti, sa ciljem stvaranja neophodnih uslova za povezivanje na jednu kompjutersku mrežu | Više lokacija u Srbiji* | 180          | 220          | 250          |              |            | 650           | 6.27         |
|    | <b>Ukupna vrednost investicije</b>   |                         | <b>3,560</b> | <b>3,895</b> | <b>6,989</b> | <b>1,940</b> | <b>495</b> | <b>16,879</b> | <b>90.44</b> |

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\* U 34 Osnovna suda i 16 trgovinskih sudova

## A.2. INFORMACIJE O PROJEKTU KOJE TREBA POSLATI BANCIMA I METOD NJIHOVOG PRENOSA

### 1. Dostava informacija: naznaka odgovornog lica

Dole navedene informacije moraju biti poslate u Banku pod odgovornošću:

|                      |                            |
|----------------------|----------------------------|
| Kompanija            | <i>Ministarstvo pravde</i> |
| Lice za kontakt      | Slobodan Bošković          |
| Funkcija             | Pomoćnik ministra          |
| Funkcija / Odeljenje |                            |
| Adresa               | Beograd                    |
| Telefon              |                            |
| Fax                  |                            |
| E-mail               |                            |

Gore pomenuta kontakt osoba(e) je(su) odgovorna(i) kontakt(i) za sada. Zajmoprimac će bez odlaganja obavestiti EIB u slučaju bilo kakve promene.

### 2. Informacije o specifičnim predmetima

Zajmoprimac će dostaviti Banci sledeće informacije najkasnije do roka navedenog u daljem tekstu.

| <b>Dokument / informacija</b>  | <b>Rok</b>                      |
|--|---------------------------------|
| Potvrdu vlasništva Zgrade C  | <i>Pre prve isplate</i>         |
| Potvrdu o formiranju JUP   | <i>Pre prve isplate</i>         |
| Dokumenta o javnoj nabavci i planovima nabavke   | <i>Pre isplate</i>              |
| Potvrdu da nema prava intelektualne svojine arhitekata Zgrade B koja su neotplaćena i da su dozvole pribavljene. | <i>Pre isplate</i>              |
| Ne-tehnički rezime za svaki potprojekat za koji je potrebna EIA  | <i>Pre korišćenja sredstava</i> |

### 3. Informacije o izvođenju Projekta

Zajmoprimac će dostaviti Banci sledeće informacije o napretku projekta tokom njegovog izvođenja najkasnije do roka navedenog u daljem tekstu.

| Dokument / informacija   | Rok   | Periodičnost izveštavanja |
|--|---|---------------------------|
| <p>Izveštaj o napretku Projekta</p> <ul style="list-style-type: none"> <li>- Kratka dopuna tehničkog opisa, kojom se objašnjavaju razlozi za značajne izmene naspram početnog obima;</li> <li>- Najnovije informacije o datumu završetka svake od glavnih komponenti, kojima se objašnjavaju razlozi za svako eventualno odlaganje;</li> <li>- Najnovije informacije o troškovima projekta, kojima se objašnjavaju razlozi za svako eventualno povećanje troškova naspram inicijalno planiranih troškova;</li> <li>- Opis svakog velikog pitanja koje može imati uticaja na životnu sredinu;</li> <li>- Najnovije informacije o postupcima nabavke (van EU);</li> <li>- Najnovije informacije o zahtevima ili upotrebi projekta i komentare;</li> <li>- Svako značajno pitanje koje se pojavilo i svaki značajan rizik koji bi mogao da ugrozi funkcionisanje projekta;</li> <li>- Svaki mogući pravni postupak u vezi sa projektom koji je u toku.</li> </ul> | <p>31. januar<br/>30. april<br/>31. jul<br/>31. oktobar</p> | <p>tromesečno</p>         |

#### 4. Informacije o kraju radova i prvoj godini funkcionisanja

Zajmodavac će dostaviti Banci sledeće informacije o završetku projekta i inicijalnim operacijama najkasnije do roka navedenog u daljem tekstu.

| Dokument / informacija   | Datum isporuke Banci  |
|--|-----------------------|
| <p>Izveštaj o završetku Projekta koji obuhvata:</p> <ul style="list-style-type: none"> <li>- Kratak opis tehničkih karakteristika projekta na njegovom završetku, objašnjavajući razloge za svaku značajnu izmenu;</li> <li>- Datum završetka svake od glavnih komponenti Projekta, uz objašnjenje razloga za svako eventualno odlaganje;</li> <li>- Konačne troškove projekta, uz objašnjenje razloga za svako eventualno povećanje troškova naspram inicijalno planiranih troškova;</li> <li>- Broj novih radnih mesta koja se otvaraju putem projekta: radnih mesta tokom sprovođenja projekta i stalnih novih radnih mesta;</li> <li>- Opis svakog velikog pitanja koje može imati uticaja na životnu sredinu;</li> <li>- Najnovije informacije o postupcima nabavke (van EU);</li> <li>- Najnovije informacije o zahtevima ili upotrebi projekta i komentare;</li> <li>- Svako značajno pitanje koje se pojavilo i svaki značajan rizik koji bi mogao da ugrozi funkcionisanje projekta;</li> <li>- Svaki mogući pravni postupak u vezi sa projektom koji je u toku.</li> </ul> | <p>31. mart 2018.</p> |
| <b>Jezik izveštaja</b>   | <i>Engleski</i>       |

## Prilog B

### Definicije EURIBOR-a i LIBOR-a

#### A. EURIBOR

„**EURIBOR**” označava:

- (a) u pogledu relevantnog perioda kraćeg od mesec dana, kamatnu stopu za depozite u evrima na rok od jednog meseca;
- (b) u pogledu bilo kog relevantnog perioda od jednog ili više celih meseci, kamatnu stopu za depozite u evrima za period izražen brojem celih meseci; i
- (c) u pogledu bilo kog relevantnog perioda dužeg od mesec dana (ali ne ceo mesec), kamatnu stopu koja je rezultat linearne interpolacije dve stope za depozite u evrima, od kojih se jedna primenjuje za period celih meseci prvi kraći, a druga za period celih meseci prvi duži od dužine relevantnog perioda,

(period za koji se uzima stopa ili iz koga se stope interpoliraju u daljem tekstu nazivaće se „Reprezentativni period”),

objavljena u 11:00 časova po Briselskom vremenu, ili kasnije kako je prihvatljivo za Banku na dan („Datum utvrđivanja”) koji pada 2 (dva) Relevantna radna dana pre prvog dana relevantnog perioda, koja se objavi na Rojtersovoj strani EURIBOR 01 ili na sledećoj strani ili, ako ne tu, u bilo kom drugom sredstvu objavljivanja koje za ovu svrhu izabere Banka.

Ako se stopa ne objavi na ovaj način, Banka će tražiti od glavnih filijala u četiri velike banke u evro-zoni, koje odabere Banka, da navedu kamatnu stopu po kojoj depozite u evrima u uporedivom iznosu svaka od njih nudi u približno 11:00 časova, po Briselskom vremenu, na Datum utvrđivanja drugim glavnim bankama na međubankarskom tržištu u evro-zoni za period jednak Reprezentativnom periodu. Ako se obezbede makar 2 (dve) ponude, stopa za taj Datum utvrđivanja biće aritmetička sredina navedenih stopa.

Ako se obezbede manje od 2 (dve) ponude, stopa koja će se koristiti biće aritmetička sredina stopa koje ponude najveće banke u evro-zoni, a koje odabere Banka, u približno 11:00 časova po Briselskom vremenu na dan koji pada 2 (dva) Relevantna radna dana nakon Datuma za utvrđivanje, za zajmove u evrima u uporedivom iznosu vodećim evropskim bankama za period jednak Reprezentativnom periodu.

#### B. LIBOR USD

„**LIBOR**” označava, u odnosu na USD:

- (a) u pogledu relevantnog perioda kraćeg od mesec dana, kamatnu stopu za depozite u USD na rok od jednog meseca;
- (b) u pogledu bilo kog relevantnog perioda od jednog ili više celih meseci, kamatnu stopu za depozite u USD za period izražen brojem celih meseci; i
- (c) u pogledu bilo kog relevantnog perioda dužeg od jednog meseca (ali ne celih meseci), kamatnu stopu koja je rezultat linearne interpolacije dve stope za depozite u USD, od kojih se jedna primenjuje za period celih meseci prvi kraći, a druga za period celih meseci prvi duži od dužine relevantnog perioda,

(period za koji se uzima stopa ili iz koga se stope interpoliraju u daljem tekstu nazivaće se „Reprezentativni period”),

a kako utvrdi Britansko udruženje bankara i objave izdavači finansijskih vesti u 11:00 časova po londonskom vremenu ili kasnije, kako je prihvatljivo za Banku na taj dan

(„Datum utvrđivanja”) koji pada 2 (dva) radna dana u Londonu pre prvog dana relevantnog perioda.

Ako ovu stopu ne objave izdavači finansijskih vesti prihvatljivi za Banku, Banka će tražiti od glavnih filijala u Londonu 4 (četiri) velike banke na londonskom međubankarskom tržištu koje Banka odabere, da navedu kamatnu stopu po kojoj depozite u USD u uporedivom iznosu svaka od njih nudi u približno 11:00 časova, po londonskom vremenu, na Datum utvrđivanja, drugim glavnim bankama na londonskom međubankarskom tržištu za period jednak Reprezentativnom periodu. Ako se obezbede makar 2 (dve) ponude, stopa će biti aritmetička sredina navedenih stopa.

Ako se ne obezbede makar 2 (dve) ponude na ovaj način, Banka će tražiti od glavnih filijala u Njujorku 4 (četiri) velike banke na međubankarskom tržištu Njujork sitija, koje odabere Banka, da navedu kamatnu stopu po kojoj depozite u USD u uporedivom iznosu svaka od njih nudi u približno 11:00 časova, po vremenu u Njujorku, na dan koji pada 2 (dva) njujorška radna dana posle Datuma utvrđivanja glavnim bankama na evropskom tržištu za period jednak Reprezentativnom periodu. Ako se obezbede makar 2 (dve) ponude, stopa će biti aritmetička sredina navedenih stopa.

#### C. LIBOR GBP

„**LIBOR**” označava u pogledu GBP:

- (a) u pogledu relevantnog perioda kraćeg od mesec dana, kamatnu stopu za depozite u GBP na rok od jednog meseca;
- (b) u pogledu bilo kog relevantnog perioda od jednog ili više celih meseci, kamatnu stopu za depozite u GBP za period izražen brojem celih meseci; i
- (c) u pogledu bilo kog relevantnog perioda dužeg od jednog meseca (ali ne celih meseci), kamatnu stopu koja je rezultat linearne interpolacije dve stope za depozite u GBP, od kojih se jedna primenjuje za period celih meseci prvi kraći, a druga za period celih meseci prvi duži od dužine relevantnog perioda,

(period za koji se uzima stopa ili iz koga se stope interpoliraju u daljem tekstu nazivaće se „**Reprezentativni period**”),

a kako utvrdi Britansko udruženje bankara i objave izdavači finansijskih vesti u 11:00 časova po londonskom vremenu ili kasnije kako je prihvatljivo za Banku na taj dan („Datum utvrđivanja”) u koji počinje relevantni period, ili ako taj dan nije radni dan u Londonu, prvog narednog radnog dana.

Ako ovu stopu ne objave izdavači finansijskih vesti prihvatljivi za Banku, Banka će tražiti od glavnih filijala u Londonu 4 (četiri) velike banke na londonskom međubankarskom tržištu koje Banka odabere („Referentne banke”), da navedu kamatnu stopu po kojoj depozite u GBP u uporedivom iznosu svaka od njih nudi u približno 11:00 časova, po londonskom vremenu, na Datum utvrđivanja, glavnim bankama na londonskom međubankarskom tržištu za period jednak Reprezentativnom periodu. Ako se obezbede makar 2 (dve) ponude, stopa će biti aritmetička sredina navedenih stopa.

Ako se obezbede manje od 2 (dve) ponude na način koji je tražen, stopa koja će se koristiti biće aritmetička sredina stopa koje ponude najveće banke u Londonu koje odabere Banka, u približno 11:00 časova po londonskom vremenu na Datum za utvrđivanje, za zajmove u GBP u uporedivom iznosu vodećih evropskih banaka za period jednak Reprezentativnom periodu.

#### D. Opšti deo

U smislu gore pomenutih definicija:

- (a) „**Londonski radni dan**” označava dan kada su banke otvorene za redovno poslovanje u Londonu i „**Njujorški radni dan**” označava dan kada su banke otvorene za redovno poslovanje u Njujorku.
- (b) Svi procenti koji proizilaze iz bilo kakvih proračuna iz ovog priloga biće zaokruženi, ako je to potrebno, na najbližem stohiljaditom procentnom poenu, dok se polovine zaokružuju;
- (c) Banka će bez odlaganja obavestiti Zajmoprimca o ponudama koje Banka primi;
- (d) Ako bilo koja od prethodnih odredbi postane neusklađena sa odredbama usvojenim pod zaštitom EURIBOR FBE i EURIBOR ACI, u vezi sa EURIBOR-om ili Britanskog udruženja bankara u vezi sa LIBOR-om Banka može putem obaveštenja Zajmoprimcu izmeniti i dopuniti odredbe da bi ih uskladila sa drugim takvim odredbama.

**Obrasci za Zajmoprimca**

**C.1 Obrazac zahteva za isplatu (član 1.02B)**

Zahtev za isplatu

Država - PROJEKAT

Datum:

Molimo Vas da pristupite sledećoj isplati:

Naziv zajma:

Datum potpisivanja:

Broj FI ugovora:

| Zahtevana valuta i iznos |       |
|--------------------------|-------|
| Valuta                   | Iznos |
|                          |       |

Predloženi Datum isplate:

|               |  |  |                                      |                       |  |
|---------------|--|--|--------------------------------------|-----------------------|--|
| K A M A T A   | Osnovica kamatne stope (čl. 3.01)                      |  | Rezervisano za EIB (ugovorna valuta) |                       |  |
|               | Stopa (% ili Raspon) ILI (molimo navedite samo JEDAN)  |  |                                      | Ukupan iznos Kredita: |  |
|               | Maksimalna rata (% ili Maksimalni raspon) <sup>4</sup> |  |                                      | Isplaćeno do sada:    |  |
|               | Učestalost (član 3.01)                                 | Godišnje <input type="checkbox"/><br>Polugodišnje <input type="checkbox"/><br>Tromesečno <input type="checkbox"/>            |                                      | Ostalo za isplatu:    |  |
|               | Datumi plaćanja (član 5.)                              |  |                                      | Trenutna isplata:     |  |
|               | Datum revizije/konverzije kamate (ako postoji)         |  |                                      |                       |  |
| K A P I T A L | Učestalost otplate                                     | Godišnje <input type="checkbox"/><br>Polugodišnje <input type="checkbox"/><br>Tromesečno <input type="checkbox"/>            | Ostalo nakon isplate:                |                       |  |
|               | Metod otplate (član 4.01)                              | Jednake rate <input type="checkbox"/><br>Konstantni anuiteti <input type="checkbox"/><br>Jedna rata <input type="checkbox"/> | Rok za isplatu:                      |                       |  |
|               | Prvi datum otplate                                     |  | Maksimalan broj isplata:             |                       |  |
|               | Datum otplate:   |  | Minimalna veličina Tranše:           |                       |  |
|               |  |  | Ukupne raspodele do sada:            |                       |  |
|               |  | Prethodni uslovi:  | Da / Ne                              |                       |  |

<sup>4</sup> PRIMEDBA: Ukoliko Zajmoprimac ovde ne navede kamatnu stopu ili Raspon, smatraće se da je pristao na kamatnu stopu ili Raspon naknadno dobijen od Banke u Obaveštenju o isplati, u skladu sa članom 1.02C(c).

Račun Zajmoprimca za odobrenje:

Račun: br.º: .....

(Molimo Vas da koristite IBAN format u slučaju isplata u evrima ili odgovarajući format za relevantnu valutu)

Naziv i adresa Banke: .....

Molimo Vas da informacije vezane za Zahtev prenesete:

Ovlašćeno ime (imena) i potpis (potpisi) lica ovlašćenih od strane Zajmoprimca:



C.2 Obrazac potvrde Zajmoprimca (član 1.04B)

Za: Evropsku investicionu banku

Od: [Zajmoprimac]

Datum:

Predmet: Finansijski ugovor između Evropske investicione banke i [Zajmoprimac] od („Finansijski ugovor“)

Broj .....

Serapis broj .....

---

Poštovani,

Termini koji su definisani u Finansijskom ugovoru imaće isto značenje u ovom pismu.

U smislu člana 1.04 Finansijskog ugovora, ovim putem potvrđujemo Banci sledeće:

- (a) da nije nastao slučaj opisan u članu 4.03A i ne traje bez preduzetih mera za otklanjanje štetnih posledica;
- (b) nije došlo ni do kakve materijalne promene u pogledu bilo kog dela Projekta za koji smo obavezni da podnesemo izveštaj u skladu sa članom 8.01, osim ukoliko o tome nismo prethodno obavestili;
- (c) imamo dovoljno sredstava na raspolaganju da obezbedimo blagovremen završetak i realizaciju Projekta u skladu sa Prilogom A.1;
- (d) ne postoje događaji i okolnosti koje predstavljaju ili, bi sa protokom vremena ili davanjem obaveštenja prema Finansijskom ugovoru predstavljale, slučaj neizvršenja obaveze prema članu 10.01 i iste nisu u toku bez preduzetih mera za njihovo otklanjanje ili bez odricanja prava na naknadu;
- (e) da nije u toku ni jedan sudski, arbitražni ili zakonodavni postupak ili istraga i da isti ne prei i ne čeka na rešavanje, prema našim saznanjima, ni u jednom sudu, arbitraži ili agenciji, koji bi doveo, ili bi ako bi se nepovoljno rešio postoji verovatnoća da bi doveo do Materijalno štetne promene, kao i da protiv nas ili nekog našeg zavisnog preduzeća ne postoji bilo kakva nezadovoljavajuća presuda;
- (f) da su dobijene sve neophodne saglasnosti, autorizacije, dozvole ili odobrenja od strane vladinih ili državnih ili nadležnih organa, navedene kao potrebne u vezi sa ovim ugovorom i Projektom za ovu Tranšu;
- (g) da su izjave i jemstva koja se ponavljaju u skladu sa članom 6.11 tačne u svakom materijalnom smislu; i
- (h) da nije došlo do Materijalno štetne promene u poređenju sa našim položajem na dan sklapanja Finansijskog ugovora.

S poštovanjem,

Za i u ime [Zajmoprimac]

Datum:

### **Revizija i konverzija kamatne stope**

Za svaku Tranšu u kojoj je Datum revizije/konverzije kamate obuhvaćen Obaveštenjem o isplati, važe sledeće odredbe:

#### **A. Mehanizmi revizije/konverzije**

Kada primi zahtev za reviziju/konverziju kamate Banka je dužna, da u roku koji počinje da teče 60 (šezdeset) dana i završava se 30 (trideset) dana pre Datuma revizije/konverzije kamate, dostavi Zajmoprimcu Predlog za Reviziju/konverziju kamate u kome se navodi:

- (a) kamatna stopa i/ili Raspon koji će se primenjivati na tu Tranšu, ili na jedan njen deo preciziran u Zahtevu za reviziju/konverziju kamate shodno članu 3.01; i
- (b) da će se ta stopa primenjivati od Datuma otplate ili do novog Datuma revizije/konverzije kamate, ako postoji, a dospelu kamata će se plaćati kvartalno, polugodišnje ili godišnje unazad na predviđene Datume plaćanja.

Zajmoprimac može da prihvati u pisanoj formi taj Predlog za reviziju/konverziju kamate do roka koji se tu precizira.

Bilo kakva izmena Ugovora koju Banka traži u vezi sa ovim pitanjem biće sprovedena u vidu sporazuma koji će se zaključiti najkasnije 15 (petnaest) dana pre relevantnog Datuma revizije/konverzije kamate.

#### **B. Efekti revizije/konverzije**

U meri u kojoj Zajmoprimac uredno pisanim putem prihvati Fiksnu kamatnu stopu ili Raspon u pogledu Predloga revizije/konverzije kamate, Zajmoprimac će platiti prispelu kamatu na Datum revizije/konverzije kamate i nakon toga na predviđene Datume plaćanja.

Pre Datuma revizije/konverzije kamate, relevantne odredbe Ugovora i Obaveštenja o isplati primenjivaće se na celu Tranšu. Od Datuma revizije/konverzije kamate i uključujući taj datum i nadalje, odredbe koje se sadrže u Predlogu za reviziju/konverziju kamate i koje se odnose na novu kamatnu stopu ili Raspon primenjivaće se na tu Tranšu (ili njen deo) do novog Datuma revizije/konverzije kamate, ako ga ima, ili do Datuma otplate.

#### **C. Neizvršavanje revizije/konverzije kamate**

Ukoliko Zajmoprimac ne podnese Zahtev za reviziju/konverziju ili ne prihvati pisanim putem Predlog revizije/konverzije kamate za Tranšu ili ako strane ne sprovedu izmenu koju Banka zatraži u skladu sa gore navedenim stavom A, Zajmoprimac će otplatiti Tranšu (ili njen deo) na Datum revizije/konverzije kamate, bez naknade. Zajmoprimac će na Datum revizije/konverzije otplatiti deo tranše koji nije obuhvaćen Revizijom/konverzijom kamate.

### **Član 3.**

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije – Međunarodni ugovori”.