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MINISTARSTVO FINANCIJA

PRIJEDLOG
ZAKONA O POTVRĐIVANJU UGOVORA O FINANCIRANJU IZMEĐU REPUBLIKE HRVATSKE I EUROPSKE INVESTICIJSKE BANKE ZA PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014. – 2020. GODINE, S KONAČNIM PRIJEDLOGOM ZAKONA

Zagreb, svibanj 2015. godine

PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O FINANCIRANJU IZMEĐU REPUBLIKE HRVATSKE I EUROPSKE INVESTICIJSKE BANKE ZA PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014. – 2020. GODINE

I. USTAVNA OSNOVA ZA DONOŠENJE ZAKONA

Ustavna osnova za donošenje Zakona o potvrđivanju Ugovora o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt nacionalnog sufinanciranja EU fondova u razdoblju od 2014. – 2020. godine (u daljnjem tekstu: Ugovor o financiranju) sadržana je u odredbi članka 140. stavka 1. Ustava Republike Hrvatske (Narodne novine, br. 85/2010 – pročišćeni tekst i 5/2014 – Odluka Ustavnog suda Republike Hrvatske).

II. OCJENA STANJA I CILJ KOJI SE ZAKONOM ŽELI POSTIĆI

1. Ocjena stanja

Europska investicijska banka (European Investment Bank, u daljnjem tekstu: EIB), osnovana je 1958. godine Rimskim ugovorom u isto vrijeme kada su osnovane i ostale institucije poznate pod zajedničkim nazivom - Europska ekonomska zajednica (EEZ). EIB je financijska institucija Europske unije sa sjedištem u Luksemburgu. Glavna je uloga EIB-a osiguranje sredstava za kapitalne investicije vezane za razvoj i integraciju Europske unije. Zajmovi koje izdaje namijenjeni su za razvoj nedovoljno razvijenih regija, razvoj infrastrukture, poboljšanje konkurentnosti europske industrije, zaštitu okoliša, obnovljivih izvora energije i slično. EIB financira projekte zemalja članica Europske unije i kandidatkinja za punopravno članstvo, a potom i projekte izvan Europske unije koji povoljno utječu na jačanje europskih integracija.

Međusobni odnosi Republike Hrvatske i EIB-a uređeni su Okvirnim sporazumom između Republike Hrvatske i Europske investicijske banke, koji uređuje aktivnosti EIB-a u Republici Hrvatskoj (Narodne novine - Međunarodni ugovori, broj 6/2001). Temeljem navedenoga Okvirnog sporazuma Odbor guvernera EIB-a je 6. veljače 2001. godine odobrio davanje zajmova za investicijske projekte u Republici Hrvatskoj, čime je omogućeno i sklapanje prvih ugovora o zajmovima.

Danom pristupanja Europskoj uniji, 1. srpnja 2013. godine, Republika Hrvatska postala je članica EIB-a i treba izvršiti uplatite u korist upisanog kapitala i rezervi EIB-a. Od 1. srpnja 2013. godine ukupni upisani kapital Republike Hrvatske u EIB-u iznosi 891,17 milijuna eura. Od tog iznosa, 811,65 milijuna eura iznosi „kapital na poziv“ (callable capital), a 79,49 milijuna eura je iznos „kapitala koji se uplaćuje“ (paid in capital). Uplata „kapitala koji se uplaćuje“ obavlja se kroz 8 obroka počevši od 30. studenoga 2013. godine, a završno s 31. svibnjem 2018. godine. Osim toga, Republika Hrvatska uplaćuje i doprinos rezervama EIB-a u iznosu od oko 128,4 milijuna eura i to u 8 obroka počevši od 30. studenoga 2013. godine, a završno s 31. svibnjem 2018. godine.

Temeljem navedenoga Okvirnog sporazuma Ministarstvo financija Republike Hrvatske određeno je kao nadležno tijelo za suradnju s Europskom investicijskom bankom. Guverner u Europskoj investicijskoj banci je ministar financija, mr. sc. Boris Lalovac.

Predsjednik EIB-a (koji također predsjedava Upravnim odborom) je Werner Hoyer, a potpredsjednik koji je zadužen za Republike Hrvatsku je Dario Scannapieco, kojemu je mandat obnovljen 16. kolovoza 2013. godine, na rok od 6 godina. U teritorijalnoj podjeli EIB-ove Uprave za operacije u Europske unije i zemljama kandidatkinjama Republika Hrvatska smještena je u Jadranski odjel (na čelu kojeg je direktor Romualdo Massa Bernucci) unutar kojeg je Odsjek za Sloveniju, Hrvatsku i zapadni Balkan (na čelu kojeg je voditelj Dominique Courbin). Republika Hrvatska je, također, podržala prijedlog o imenovanju Laszlo Baranyaya na mjesto potpredsjednika EIB-a, a sukladno rotacijskom sporazumu konstituence. Zemlje članice Europske unije ujedno su i dioničari EIB-a, a udjeli pojedinih zemalja određeni su prema njihovoj ekonomskoj snazi unutar Europske unije. EIB je pravno i financijski neovisna institucija, što je stipulirano i u ugovorima na kojima se Europska unija temelji.

U razdoblju od 2001. godine do 31.12.2014. godine EIB je za financiranje projekata u Republici Hrvatskoj odobrio oko 4,4 milijarde eura. Ukupno su ugovoreni zajmovi u iznosu od oko 4 milijarde eura za financiranje 54 projekata u Republici Hrvatskoj, od čega je 33 projekta u javnom sektoru financirano zajmovima vrijednim 3,3 milijarde eura, dok su za 21 projekt u privatnom sektoru dani globalni zajmovi bankama za financiranje malih i srednjih poduzeća (713,2 milijuna eura). EIB je u 2014. godini financirao projekte iz sektora vodnog gospodarstva, zaštite okoliša, prometa i transporta, regionalnog razvoja te malog i srednjeg poduzetništva. Projekti su u nadležnosti resornih ministarstava (Ministarstva regionalnoga razvoja i fondova Europske unije, Ministarstva prometa, pomorstva i infrastrukture, Ministarstva znanosti, obrazovanja i sporta, Ministarstva financija, Ministarstva gospodarstva, Ministarstva poljoprivrede) i Hrvatske banke za obnovu i razvitak.

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U skladu s Odlukom Vlade Republike Hrvatske o pokretanju postupka za sklapanje Ugovora o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt nacionalnog sufinanciranja EU fondova u razdoblju od 2014. – 2020. godine, klase: 022-03/15-11/16, urbroja: 50301-05/16-15-2, od 18. ožujka 2015. godine, ovlašteno hrvatsko izaslanstvo održalo je pregovore s EIB-om o Zakonu o potvrđivanju Ugovora o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt nacionalnog sufinanciranja EU fondova u razdoblju od 2014. – 2020. godine (u daljnjem tekstu: Ugovor o financiranju), a Zapisnik s pregovora potpisan je 20. ožujka 2015. godine.

Odlukom o pokretanju postupka, Vlada Republike Hrvatske ovlastila je ministra financija g. Borisa Lalovca da, u ime Republike Hrvatske, potpiše Ugovor o financiranju. Ugovor o financiranju potpisan je 30. ožujka 2015. godine u Zagrebu. Za Republiku Hrvatsku potpisao ga je mr. sc. Boris Lalovac, ministar financija, a za EIB Dario Scannapieco, potpredsjednik EIB-a.

2. Cilj koji se Zakonom želi postići

Zakonom se potvrđuje Ugovor o financiranju. Ugovorom o financiranju osigurat će se nacionalni doprinos za sufinanciranje projekata iz europskih strukturnih i investicijskih fondova Europske unije koji proizlaze iz Operativnog programa Konkurentnost i kohezija 2014.-2020. Ukupan iznos zajma iznosi 300 milijuna eura.

EIB je na sjednici Odbora direktora, održanoj 16. prosinca 2014. godine, odobrio Republici Hrvatskoj okvirno kreditiranje za osiguranje nacionalnog doprinosa za sufinanciranje projekata iz europskih strukturnih i investicijskih fondova Europske unije u programskom razdoblju 2014.-2020., u iznosu do 600.000.000,00 eura. Odobreni iznos okvirnog kreditiranja odnosi se na financiranje projekata koji proizlaze iz Operativnog programa Konkurentnost i kohezija 2014.-2020. Ugovor o financiranju odnosi se na zajam u iznosu od 300.000.000,00 eura, dok će preostali iznos zajma biti dodatno ugovoren prema potrebi i sukladno dinamici korištenja prvog dijela zajma.

Ukupna vrijednost Operativnog programa Konkurentnost i kohezija 2014.-2020. procijenjena je na 8,1 milijardu eura, a indikativna lista velikih projekata u okviru Operativnog programa Konkurentnost i kohezija u trenutku njegova donošenja sadržavala je 30 projekata. Ugovorom o financiranju primarno ali ne isključivo osigurat će se sufinanciranje projekata iz područja prometa, energetike, okoliša (uključujući područja vezana uz upravljanje otpadom i otpadnim vodama), zdravlja, istraživanja i razvoja, zaštite prirode, socijalne infrastrukture, informacijske i komunikacijske tehnologije, gradske obnove.

OPIS ZAJMA

-	zajmoprimac:	Republika Hrvatska;
-	zajmodavac:	Europska investicijska banka;
-	promotor:	Ministarstvo regionalnoga razvoja i fondova Europske unije;
-	iznos zajma:	300.000.000,00 eura;
-	namjena:	nacionalni doprinos za sufinanciranje projekata iz europskih strukturnih i investicijskih fondova Europske unije koji proizlaze iz Operativnog programa Konkurentnost i kohezija 2014.-2020.;
-	rok otplate:	25 godina;
-	indikativna kamatna stopa za I. tranšu (90.000.000 eura):	fiksna 1,30%;
-	dospijeća obveza:	Polugodišnje plaćanje kamata i polugodišnja otplata glavnice.

III. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI ZAKONOM

Ovim Zakonom potvrđuje se Ugovor o financiranju kako bi njegove odredbe u smislu članka 141. Ustava Republike Hrvatske postale dio unutarnjeg pravnog poretka Republike Hrvatske. Ugovor o financiranju propisuje način podmirivanja financijskih obveza te nadležnost za provedbu Ugovora o financiranju.

IV. OCJENA POTREBNIH SREDSTAVA ZA PROVOĐENJE ZAKONA

Republika Hrvatska, temeljem Ugovora o financiranju, obvezala se kao zajmoprimac redovito i u potpunosti izvršavati sve financijske obveze prema EIB-u.

Izvršavanje Ugovora o financiranju podrazumijeva financijske obveze otplate zajma za Republiku Hrvatsku u svojstvu zajmoprimca, u iznosu cjelokupnog zajma, kamata i eventualnih drugih troškova koji nastaju na temelju Ugovora o financiranju. Točni iznosi obveza i rokovi za njihovo podmirenje utvrđuju se tijekom povlačenja pojedinih tranši zajma i osigurat će se u državnim proračunima Republike Hrvatske za naredne godine.

V. RAZLOZI ZA DONOŠENJE ZAKONA PO HITNOM POSTUPKU

Temelj za donošenje ovoga Zakona po hitnom postupku nalazi se u članku 204. stavku 1. Poslovnika Hrvatskoga sabora (Narodne novine, broj 81/2013) i to u drugim osobito opravdanim razlozima, budući da je njegovo stupanje na snagu pretpostavka za stupanje na snagu Ugovora o financiranju, a što je jedan od uvjeta za povlačenje zajma.

S obzirom na prirodu postupka potvrđivanja međunarodnih ugovora, kojim država i formalno izražava spremnost da bude vezana već potpisanim međunarodnim ugovorom, kao i na činjenicu da se u ovoj fazi postupka u pravilu ne može mijenjati ili dopunjavati tekst međunarodnog ugovora, predlaže se ovaj Prijedlog zakona raspraviti i prihvatiti po hitnom postupku, objedinjavajući prvo i drugo čitanje.

KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O FINANCIRANJU IZMEĐU REPUBLIKE HRVATSKE I EUROPSKE INVESTICIJSKE BANKE ZA PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014. – 2020. GODINE

Članak 1.

Potvrđuje se Ugovor o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt nacionalnog sufinanciranja EU fondova u razdoblju od 2014. – 2020. godine, potpisan u Zagrebu 30. ožujka 2015. godine, u izvorniku na engleskom jeziku.

Članak 2.

Tekst Ugovora iz članka 1. ovoga Zakona, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik, glasi:

FI br. 84.395 (HR)
Serapis br. 2014-0375

PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014. – 2020. GODINE

Ugovor o financiranju

između

Republike Hrvatske

i

Europske investicijske banke

Zagreb, 30. ožujka 2015.

OVAJ JE UGOVOR SKLOPLJEN IZMEĐU:

Republike Hrvatske, u čije ime djeluje i koja djeluje preko Ministarstva financija, koju zastupa ministar financija, gospodin Boris Lalovac,

s jedne strane, i

Europske investicijske banke sa sjedištem u 100 blvd Konrad Adenauer, Luxembourg, L-2950 Luksemburg, koju zastupa potpredsjednik zadužen za malo i srednje poduzetništvo, gospodin Dario Scannapieco, („**Banka**")

s druge strane,

BUDUĆI DA JE:

(1) Zajmoprimac (kako je definirano niže) je izjavio da pokreće projekt („**projekt**") radi potpore hrvatskom Sporazumu o partnerstvu („**SP**") i odabranim ulaganjima za jedan operativni program, Operativni program Konkurentnost i kohezija 2014.-2020. („**OPCC**"), korištenjem europskih strukturnih i investicijskih fondova („**ESIF**"); intervencije koje sufinancira Banka bit će uglavnom, ali ne isključivo usredotočene na sljedeće sektore: promet, energetika, okoliš, zdravlje, istraživačka i razvojna infrastruktura, zaštita prirode, socijalna infrastruktura, informacijske i komunikacijske tehnologije, urbana regeneracija, voda i otpad, koji su podrobnije opisani u tehničkom opisu („**tehnički opis**") utvrđenom u Prilogu A. OPCC može uključivati 41 veliki projekt na temelju indikativnog popisa velikih projekata koji je priložen ovom Ugovoru. Ako je primjenjivo, veliki projekti u sektoru prometa koji koriste potporu Instrumenta za povezivanje Europe („**CEF**") i koji su provedeni pod okriljem Nositelja (kako je definirano niže) također mogu biti financirani na temelju ovog Ugovora. Nositelj projekta je Republika Hrvatska koji djeluje preko hrvatskog Ministarstva regionalnoga razvoja i fondova Europske unije („**Nositelj**"), u svom svojstvu upravljačkog tijela („**UT**") OPCC-a, djelovat će kao glavni sugovornik Banci vezano uz dodijeljena sredstva, aspekte nadzora projekata i izvještavanje o napretku projekata. Na temelju Projekta, Banka će sufinancirati čitav niz subjekata iz javnog sektora koji će provesti predmetne Investicijske projekte ESIF-a; u nekim slučajevima, odabrani subjekti iz privatnog sektora (uglavnom se očekuju da će to biti MSP-i koji ispunjavaju uvjete za dobivanje izravne potpore iz ESIF-a) mogli bi biti korisnici zajma Banke na temelju ovog Ugovora („**krajnji korisnici** ").

(2) Ukupan trošak Projekta, prema procjeni Banke, iznosi 8.095.000.000 EUR (osam milijardi devedeset i pet milijuna eura) i Zajmoprimac je izjavio da namjerava financirati Projekt kako slijedi:

Izvor	**Iznos (EUR)**
Europski fondovi	6.881.000.000
Ostali fondovi	614.000.000
Odobreni kredit Banke	600.000.000 (od čega je na raspolaganju kredit u iznosu od EUR 300.000.000 temeljem ovog Ugovora)
UKUPNO	8.095.000.000

(3) U svrhu ostvarenja plana financiranja utvrđenog u Uvodnoj odredbi (2), Zajmoprimac je od Banke zatražio kredit u iznosu od 600.000.000 EUR (šest stotina milijuna eura) („**odobreni kredit**").

(4) Banka, uzimajući u obzir da financiranje Projekta potpada pod djelokrug njezinih funkcija i da je on u skladu s ciljevima Okvirnog sporazuma, a s obzirom na navode i činjenice navedene u ovim Uvodnim odredbama, odlučila je udovoljiti zahtjevu Zajmoprimca time što će mu dodijeliti prvi dio Odobrenog kredita u iznosu od 300.000.000 EUR (tristo milijuna eura) na temelju ovog Ugovora o financiranju („**Ugovor**"); uz uvjet da (i) iznos zajma Banke neće, ni u kom slučaju, biti veći od 50% (pedeset posto) ukupnih troškova Projekta utvrđenih u Uvodnoj odredbi (2), i da (ii) ukupan iznos sredstava iz ESIF-a i zajam Banke neće, ni u kom slučaju, biti veći od 92% (devedeset i dva posto) ukupnih troškova Projekta navedenih u Uvodnoj odredbi (2).

(5) Republika Hrvatska i Banka su 13. prosinca 2000. sklopile Okvirni sporazum kojim se uređuju aktivnosti Banke u Republici Hrvatskoj (dalje u tekstu: „**Okvirni sporazum**") te koji je ratificiran zakonom koji je Hrvatski sabor usvojio 3. svibnja 2001., a objavljen je u službenom glasilu Republike Hrvatske – „*Narodne novine – Međunarodni ugovori*" br. 6/2001 od 23. svibnja 2001.

(6) Nositelj će biti nositelj pojedinih projekata (svaki pojedinačno „**investicijski projekt**") koji su opisani u Tehničkom opisu i koji će se financirati na temelju ovog Ugovora.

(7) Člankom 3. Okvirnog sporazuma, Republika Hrvatska suglasila se da su kamate i sva ostala plaćanja koja se duguju Banci, a koja proizlaze iz aktivnosti predviđenih Okvirnim sporazumom, kao i imovina i prihodi Banke povezani s takvim aktivnostima, izuzeti od obveze plaćanja poreza.

(8) Člankom 4. Okvirnog sporazuma, Republika Hrvatska suglasila se da će tijekom trajanja svih financijskih operacija zaključenih u skladu s Okvirnim sporazumom:

(a) osigurati: (i) da Korisnici mogu konvertirati u bilo koju potpuno konvertibilnu valutu, prema prevladavajućem tržišnom deviznom tečaju na datum dospijeća, iznose u nacionalnoj valuti Hrvatske, koji su potrebni za pravodobno plaćanje svih iznosa koji se duguju Banci s obzirom na zajmove i jamstva u vezi s nekim projektom; te (ii) da se takvi iznosi mogu slobodno, trenutačno i učinkovito prenijeti;

(b) osigurati: (i) da Banka može konvertirati u bilo koju potpuno konvertibilnu valutu, prema prevladavajućem tržišnom deviznom tečaju, iznose u nacionalnoj valuti Hrvatske, koje je Banka primila kao uplatu u vezi sa zajmovima i jamstvima te ostalim aktivnostima, te da Banka može slobodno, trenutačno i učinkovito prenijeti tako konvertirana sredstva; ili, po izboru Banke, (ii) da se tim iznosima može slobodno služiti na državnom području Republike Hrvatske, te (iii) da Banka može prema prevladavajućem tržišnom deviznom tečaju konvertirati bilo koji iznos u nekoj potpuno konvertibilnoj valuti u nacionalnu valutu Hrvatske.

(9) Ministarstvo financija, gospodin Boris Lalovac ovlašten je potpisati ovaj Ugovor u ime Zajmoprimca.

(10) Statutom Banke utvrđuje se da je Banka dužna osigurati da se njezina sredstva upotrebljavaju što je racionalnije moguće u interesu Europske unije; i, sukladno tome, uglavci i uvjeti kreditnih *poslova Banke moraju biti u skladu s odgovarajućim politikama Europske unije.*

(11) Banka smatra da pristup informacijama igra ključnu ulogu u smanjenju ekoloških i socijalnih rizika, uključujući kršenje ljudskih prava, koji su povezani s projektima koje ona financira te je stoga uspostavila svoju Politiku transparentnosti, čija je svrha pojačati odgovornost EIB Grupe prema njezinim dioničarima i građanima Europske unije općenito.

(12) Banka provodi obradu osobnih podataka u skladu s važećim zakonodavstvom Europske unije koje se odnosi na zaštitu pojedinaca u pogledu obrade osobnih podataka od strane institucija i tijela Europske komisije i na slobodan protok takvih podataka.

STOGA je dogovoreno kako slijedi:

TUMAČENJE I DEFINICIJE

(a) Tumačenje

U ovom Ugovoru:

(i) Upućivanja na članke, uvodne odredbe, priloge i dodatke, osim ako nije izričito drukčije propisano, odnose se na članke, uvodne odredbe, priloge odnosno dodatke ovom Ugovoru.

(ii) Upućivanja na neku zakonsku odredbu odnose se i na izmijenjenu i dopunjenu, odnosno ponovno usvojenu odredbu.

(iii) Upućivanja na bilo koji drugi sporazum ili instrument odnose se i na izmijenjen, noveliran, dopunjen, proširen ili preformuliran sporazum ili instrument.

(b) Definicije

U ovom Ugovoru:

„**Rok za prihvaćanje**" obavijesti znači:

(a) 16:00h po luksemburškom vremenu na dan dostave, ako je obavijest dostavljena do 14:00h po luksemburškom vremenu na radni dan; ili

(b) 11:00h po luksemburškom vremenu, sljedećeg dana koji je radni dan, ako je obavijest dostavljena nakon 14:00h po luksemburškom vremenu bilo kojeg takvog dana, ili je dostavljena na dan koji nije radni dan.

„**Pismo o dodjeli sredstava**" je pisano priopćenje koje Banka šalje Nositelju u skladu s člankom

1.08B.

„**Zahtjev za dodjelom sredstava**" je zahtjev podnesen Banci u skladu s člankom 1.08A.

„**Odobreni kredit**" ima značenje koje mu je pridano u Uvodnoj odredbi (3).

„**Ovlaštenje**" znači ovlaštenje, dozvola, suglasnost, odobrenje, rješenje, licencija, izuzeće, podnošenje, ovjera ili registracija.

„**Zajmoprimac"** je Republika Hrvatska, u čije ime djeluje i koja djeluje preko Ministarstva financija, čiji je ministar financija ovlašten za potpisivanje i izvršavanje ovog Ugovora, njegovih izmjena u skladu s člankom 11.09. i zahtjeva za isplatu u ime Zajmoprimca.

„**Radni dan**" znači dan (osim subote ili nedjelje) na koji su Banka i poslovne banke otvorene za redovno poslovanje u Luksemburgu.

„**CEF**" ima značenje koje mu je pridano u Uvodnoj odredbi (1).

„**Događaj promjene zakona**" ima značenje koje mu je pridano u članku 4.03A(4).

„**Uredba o zajedničkim odredbama**" ili „**UZO**" znači Uredbu o zajedničkim odredbama koja je utvrđena Uredbom (EU) br. 1303/2013 Europskog parlamenta i Vijeća od 17.12.2013.

„**Ugovor**" ima značenje koje mu je pridano u Uvodnoj odredbi (4).

„**Kredit**" ima značenje koje mu je pridano u članku 1.01.

„**Kazneno djelo**" znači bilo koje od sljedećih kaznenih djela, ovisno o slučaju: prijevara, korupcija, prisila, nezakonito udruživanje, ometanje, pranje novca, financiranje terorizma.

„**Dužnički instrument**" ima značenje koje mu je pridano u članku 7.01.

„**Naknada za odgodu**" znači naknada izračunata na iznos odgođene ili suspendirane isplate po postotnoj stopi (ako je viša od nule), pri čemu:

- kamatna stopa koja bi bila primjenjiva na takav iznos da je on isplaćen Zajmoprimcu na Planirani datum isplate premašuje

- EURIBOR (jednomjesečna stopa) umanjen za 0,125% (12,5 baznih bodova), osim u slučaju *da je ova vrijednost manja od nule, kada iznosi nula.*

Takva naknada se obračunava od planiranog datuma isplate do datuma isplate ili, ovisno o slučaju, do datuma poništenja objavljene/najavljene tranše u skladu s ovim Ugovorom.

„**Postupak određivanja**" znači postupak određivanja iz članka 123. Uredbe o zajedničkim odredbama.

„**Datum isplate**" znači datum na koji Banka stvarno isplati tranšu.

„**Obavijest o isplati**" znači obavijest Banke Zajmoprimcu prema i u skladu s člankom 1.02C.

„**Zahtjev za isplatu**" znači obavijest koja je u osnovi sastavljena u obliku utvrđenom u Prilogu C.1.

„**Događaj narušavanja**" znači jednu ili obje sljedeće situacije:

(a) materijalno narušavanje onih sustava plaćanja ili komunikacija, ili onih financijskih tržišta čije je djelovanje, u svakom slučaju, potrebno kako bi se mogla izvršiti plaćanja u vezi s ovim Ugovorom; ili

(b) nastupanje bilo kojeg drugog događaja koji ima za posljedicu narušavanje (tehničke ili sistemske naravi) poslovanja riznice ili platnog poslovanja bilo Banke ili Zajmoprimca, koji sprječava da ugovorna strana:

(i) ispuni svoje obveze plaćanja prema ovom Ugovoru; ili

(ii) komunicira s drugim strankama,

i koje narušavanje (u svakom takvom slučaju navedenom pod (a) ili (b) gore) nije izazvano od, i koje je izvan kontrole, strane čije poslovanje je narušeno.

„**PUO**" znači Procjena utjecaja na okoliš koja je utvrđena u Direktivi Europske unije 2014/52/EU kojom se izmjenjuje i dopunjuje Direktiva 2011/92/EU.

„**Okoliš**" znači sljedeće, u mjeri u kojoj oni utječu na zdravlje i dobrobit ljudi:

(a) fauna i flora;

(b) tlo, voda, zrak, klima i krajobraz; i

(c) kulturno naslijeđe i izgrađeni okoliš,

i uključuje, bez ograničenja, zdravlje i zaštitu na radu te zdravlje i sigurnosti zajednice.

„**Okolišna dozvola"** znači bilo koje odobrenje koje se zahtijeva sukladno zakonu o okolišu.

„**Tužbeni zahtjev za štetu uzrokovanu u okolišu**" znači svaki tužbeni zahtjev, postupak, formalnu obavijest ili istragu bilo koje osobe u vezi s bilo kojim propisima za zaštitu okoliša.

„**Procjena utjecaja na okoliš**" ili „**PUO**" znači svaka procjena utjecaja na okoliš koja se traži da bude provedena u vezi s Projektom sukladno pravu Europske unije, a posebno Direktivom o procjeni utjecaja na okoliš i njenim provedbenim zakonodavstvom ili instrumentima u Republici Hrvatskoj s njihovim povremenim izmjenama i dopunama.

„**Direktiva o procjeni utjecaja na okoliš**" znači Direktiva Vijeća br. 85/337/EEZ od 27. lipnja 1985. o procjeni učinaka određenih javnih i privatnih projekata na okoliš, kako je izmijenjena i dopunjena direktivama 97/11/EZ, 2003/35/EZ, 2009/31/EZ i kodificirana Direktivom 2011/92/EU koja je izmijenjena i dopunjena 2014. godine Direktivom 2014/52/EU te kako je dalje povremeno izmijenjena, dopunjena i pročišćena.

„**Propisi za zaštitu okoliša**" znači:

(a) pravo Europske unije, uključujući načela i standarde;

(b) hrvatski zakoni i propisi; i

(c) primjenjivi međunarodni ugovori,

čiji je glavni cilj očuvanje, zaštita ili unaprjeđenje okoliša.

„ESIF" ima značenje koje mu je pridano u Uvodnoj odredbi (1).

„ESIF događaj/slučaj" znači bilo koji od sljedećih događaja/slučajeva:

a) bilo koja financijska pomoć iz ESIF-a koja je ili se namjerava otkazati, i/ili
b) Zajmoprimac je otplatio ili se od njega traži da otplati, u cijelosti ili djelomično, bilo koju financijsku pomoć iz ESIF-a.

„Komisija EU-a" znači Komisija Europske unije.

„EURIBOR" ima značenje koje mu je pridano u Prilogu B.

„EUR" ili **„euro"** znači zakonska valuta država članica Europske unije koje ju usvajaju ili su ju usvojile kao svoju valutu u skladu s relevantnim odredbama Ugovora o Europskoj uniji i Ugovora o funkcioniranju Europske unije ili ugovorima koji ih zamjenjuju.

„Događaj neispunjenja ugovornih obveza" znači bilo koju okolnost, slučaj ili događaj naveden u članku 10.01.

„Rok raspoloživosti sredstava" znači 31. prosinca 2023.

„Krajnji korisnik/ci" ima značenje koje mu je pridano u Uvodnoj odredbi (1).

„Fiksna kamatna stopa" *znači godišnja kamatna stopa koju određuje Banka u skladu s* primjenjivim načelima koje s vremena na vrijeme utvrđuju upravljačka tijela Banke za zajmove dodijeljene s fiksnom kamatnom stopom, denominirane u valuti tranše, koji imaju jednake uvjete otplate glavnice i plaćanja kamate.

„Tranša s fiksnom kamatnom stopom" znači tranša na koju se primjenjuje fiksna kamatna stopa.

„Promjenjiva kamatna stopa" znači promjenjiva kamatna stopa s fiksnom kamatnom maržom, to jest, godišnja kamatna stopa koju određuje Banka za svako iduće referentno razdoblje promjenljive kamatne stope, koja je jednaka relevantnoj međubankarskoj stopi uvećanoj za kamatnu maržu.

„Referentno razdoblje promjenljive kamatne stope" znači svako razdoblje od jednog datuma *plaćanja do sljedećeg relevantnog datuma plaćanja, s tim da prvo referentno razdoblje promjenljive* kamatne stope započinje na datum isplate tranše.

„Tranša s promjenjivom kamatnom stopom" znači tranša na koju se primjenjuje promjenjiva kamatna stopa.

„A/B obrasci" *znači bilo koji obrazac A ili B u skladu s* Direktivom Europske unije o *staništima* i Direktivom o pticama koje su priložene ovom Ugovoru u Prilogu A.1.8.

„Okvirni sporazum" ima značenje koje mu je pridano u Uvodnoj odredbi (5).

„Direktiva o staništima" znači Direktiva 92/43/EEZ Europskog vijeća o očuvanju prirodnih staništa i divlje flore i faune, te sve njene povremeno izmijenjene, dopunjene i pročišćene verzije.

„Događaj prijevremene otplate uz naknadu" znači događaj prijevremene otplate koji nije naveden u člancima 4.03A(2) ili 4.03A(4).

„Revizija/konverzija kamatne stope" *znači određivanje novih financijskih uvjeta koji se odnose na* kamatnu stopu, posebice istu osnovicu kamatne stope („revizija") ili drukčije osnovice kamatne stope („konverzija") koja se može ponuditi za preostalo razdoblje tranše ili do sljedećeg datuma revizije/konverzije kamatne stope, ako ga bude, za iznos koji, na predloženi datum revizije/konverzije kamatne stope nije manji od 10.000.000 EUR (deset milijuna eura) ili njegove protuvrijednosti.

„Datum revizije/konverzije kamatne stope" znači datum, koji je i datum plaćanja, kojeg određuje Banka u skladu s člankom 1.02C u obavijesti o isplati ili u skladu s člankom 3. i Prilogom D.

„Prijedlog revizije/konverzije kamatne stope" znači prijedlog koji podnosi Banka sukladno Prilogu D.

„Zahtjev za reviziju/konverziju kamatne stope" znači pisana obavijest Zajmoprimca, dostavljena najmanje 75 (sedamdeset pet) dana prije datuma revizije/konverzije kamatne stope, kojom zahtijeva od Banke da mu podnese prijedlog revizije/konverzije kamatne stope. U zahtjevu za reviziju/konverziju kamatne stope također treba specificirati:

(a) datume plaćanja, odabrane u skladu s odredbama članka 3.01;

(b) preferirani plan otplate, odabran u skladu s člankom 4.01; i

(c) bilo koji kasniji datum revizije/konverzije kamatne stope, odabran u skladu s člankom 3.01

„Zajam" znači ukupan iznos tranši koje Banka s vremena na vrijeme isplaćuje na temelju ovog Ugovora.

„UT" ima značenje koje mu je pridano u Uvodnoj odredbi (1).

„Događaj narušavanja tržišta" znači bilo koju od sljedećih okolnosti:

(a) ako, prema opravdanom mišljenu Banke, postoje događaji ili okolnosti koje negativno utječu na pristup Banke njenim izvorima financiranja;

(b) ako, prema mišljenju Banke, nisu dostupna sredstva iz njezinih uobičajenih izvora financiranja za primjereno financiranje tranše u relevantnoj valuti i/ili za relevantno dospijeće i/ili u vezi s načinom otplate te tranše;

(c) ako, u vezi s tranšom s obzirom na koju se kamata plaća ili bi bila plativa po promjenjivoj kamatnoj stopi,:

(A) bi trošak Banke za pribavljanja sredstava iz njezinih izvora financiranja, koji određuje Banka, za razdoblje jednako referentnom razdoblju promjenljive kamatne stope te tranše (tj. na tržištu novca) bio veći od primjenjive relevantne međubankarske stope;

ili

(B) Banka utvrdi da ne postoje primjereni i pošteni načini za utvrđivanje primjenjive relevantne međubankarske stope za relevantnu valutu takve tranše ili nije moguće odrediti relevantnu međubankarsku stopu u skladu s definicijom iz Priloga B.

„Značajna negativna promjena" znači, u vezi sa Zajmoprimcem, bilo koji događaj ili promjena uvjeta koja utječe na Zajmoprimca i koja, prema mišljenju Banke: (1) značajno umanjuje sposobnosti Zajmoprimca da izvršava svoje financijske ili bilo koje druge obveze iz ovog Ugovora; (2) značajno oslabljuje izglede ili financijski položaj Zajmoprimca; ili (3) negativno utječe na bilo koje instrumente osiguranja koje je dostavio Zajmoprimac.

„Datum dospijeća" znači posljednji datum otplate tranše, određen u skladu s člankom 4.01A(b)(iv).

„Ocjena prihvatljivosti zahvata za prirodnu/biološku raznolikost" znači ocjena projekata koji mogu imati značajan učinak na područje proglašeno Natura 2000 područjem i/ili tijekom postupka proglašavanja tog područja Natura 2000 područjem. Takvi investicijski projekti podliježu postupcima ocjene prihvatljivosti koji se traže na temelju članka 6. stavka 3. i članka 6. stavka 4. Direktive o staništima.

„Odbor za praćenje" znači odbor koji je osnovao Nositelj u skladu s člankom 47. UZO-a.

„Financiranje koje ne osigurava EIB"ima značenje koje mu je pridano u članku 4.03A(2).

„Netehnički sažetak" znači netehnički sažetak u vezi s PUO.

„Najavljena tranša" znači tranša za koju je Banka izdala obavijest o isplati.

„OPCC" ima značenje koje mu je pridano u Uvodnoj odredbi (1).

„SP" ima značenje koje mu je pridano u Uvodnoj odredbi (1).

„Datum plaćanja" znači polugodišnji datumi specificirani u obavijesti o isplati do datuma revizije/konverzije kamatne stope, ako će ga biti, ili datuma dospijeća, s tim da, u slučaju da bilo koji takav datum nije relevantni radni dan, to znači:

(a) za tranšu s fiksnom kamatnom stopom, sljedeći relevantni radni dan, bez usklađivanja dospjele kamate na temelju članka 3.01; i

(b) za tranšu s promjenjivom kamatnom stopom, sljedeći dan, ako takav postoji, tog kalendarskog mjeseca koji je relevantni radni dan ili, ako ga nema, koji pada na najbliži prethodni dan koji je relevantni radni dan, u svim slučajevima uz odgovarajuće usklađivanje dospjele kamate na temelju članka 3.01

„**Pregled uspješnosti**" znači pregled uspješnosti iz članka 21. UZO-a.

„**Iznos prijevremene otplate**" znači iznos tranše koju Zajmoprimac prijevremeno otplaćuje u skladu s člankom 4.02A.

„**Datum prijevremene otplate**" znači datum, koji je datum plaćanja, koji Zajmoprimac predlaže za izvršenje prijevremene otplate iznosa prijevremene otplate.

"**Događaj prijevremene otplate**" znači bilo koji događaj opisan u članku 4.03A.

„**Naknada za prijevremenu otplatu**" znači u odnosu na bilo koji iznos glavnice koji se prijevremeno otplaćuje ili otkazuje, iznos koji je Banka priopćila Zajmoprimcu kao sadašnju vrijednost (na datum prijevremene otplate) razlike, ako takva postoji, između:

(a) kamate koja bi se od tog trenutka obračunala na iznos prijevremene otplate tijekom razdoblja od datuma prijevremene otplate do datuma revizije/konverzije kamatne stope, ako takva postoji, ili datuma dospijeća da nije došlo do prijevremene otplate; i

(b) kamate koja bi se obračunala tijekom tog razdoblja da se izračunava po stopi ponovnog angažmana EIB-a, umanjeno za 0,15% (petnaest baznih bodova).

Navedena sadašnja vrijednost izračunava se po diskontnoj stopi jednakoj stopi ponovnog *angažmana EIB-a, koja se primjenjuje na svaki relevantni datum plaćanja.*

„**Obavijest o prijevremenoj otplati**" znači obavijest koju Banka dostavlja Zajmoprimcu u skladu s člankom 4.02C.

„**Zahtjev za prijevremenu otplatu**" znači pisani zahtjev koji Zajmoprimac dostavlja Banci radi prijevremene otplate ukupnog ili dijela zajma, u skladu s člankom 4.02A.

„**Projekt**" ima značenje koje mu je pridano u Uvodnoj odredbi (1).

„**Jedinica za provedbu projekta**" znači jedinica za provedbu projekta koju je osnovao Nositelj unutar UT-a radi provedbe projekta i kako bi djelovala kao glavna kontakt točka Banke za sva pitanja koja se odnose na investicijske projekte sufinancirane iz ESIF-a.

„**Nositelj**" ima značenje koje mu je pridano u Uvodnoj odredbi (1).

„**Stopa ponovnog angažmana**" znači fiksna kamatna stopa koja vrijedi na dan izračunavanja naknade za zajmove s fiksnom kamatnom stopom denominirane u istoj valuti, i koji imaju iste uvjete plaćanja kamate i isti model otplate do datuma revizije/konverzije kamatne stope, ako će ga biti, ili datum dospijeća kao i tranša za koju se predlaže ili zahtijeva prijevremena otplata. Za slučajeve kada je to razdoblje kraće od 48 mjeseci, koristi se najbliži ekvivalent odgovarajuće stope na tržištu novca, to jest relevantna međubankarska stopa umanjena za 0,125% (12,5 baznih bodova) za razdoblja do 12 (dvanaest) mjeseci. Za razdoblja između 12 i 48 mjeseci, primjenjivat će se ponuđena cijena za kupnju kod *swap* stopa koju objavljuje Reuters za relevantnu valutu i koje se Banka pridržava u vrijeme izračuna.

„**Relevantni radni dan**" znači:

(a) za EUR, dan kad je transeuropski automatizirani sustav ekspresnih novčanih transakcija u realnom vremenu, koji koristi jedinstvenu zajedničku platformu i koji je pokrenut 19. studenoga 2007. (TARGET2), otvoren za namirenje plaćanja u EUR; i

(b) za svaku drugu valutu, dan kada su banke otvorene za redovno poslovanje u glavnom domaćem financijskom središtu dotične valute.

„**Planirani datum isplate**" znači datum na koji se planira isplata tranše u skladu s člankom 1.02C.

„**Investicijski projekti**" ima značenje koje mu je pridano u Uvodnoj odredbi (6).

„**Osiguranje**" znači svaka hipoteka, zalog, pravo zapljene, teret, prijenos, ugovor o hipoteci ili drugo založno pravo koje osigurava bilo koju obvezu neke osobe ili neki drugi sporazum ili aranžman koji ima sličan učinak.

„**Kamatna marža**" znači fiksna kamatna marža u odnosu na relevantnu međubankarsku stopu koju određuje Banka i o kojoj obavještava Zajmoprimca u relevantnoj obavijesti o isplati ili prijedlogu revizije/konverzije kamatne stope.

„**Strateška procjena utjecaja na okoliš**" znači strateška procjena utjecaja na okoliš kako je utvrđeno u Direktivi EU-a 2001/42/EZ.

„**Porez**" znači sve poreze, dadžbine, namete, pristojbe ili ostala davanja ili odbitke slične vrste (uključujući sve penale ili kamatu koju treba platiti zbog neplaćanja ili kašnjenja u plaćanju istih).

„**Tehnički opis**" ima značenje koje mu je pridano u Uvodnoj odredbi (1).

„**Tranša**" znači svaka isplata koja je izvršena ili koja treba biti izvršena na temelju ovog Ugovora. U slučaju da nije dostavljena obavijest o isplati, pod tranšom se podrazumijeva tranša kako to zahtijeva članak 1.02B.

ČLANAK 1.

Kredit i isplate

1.01 Iznos kredita

Ovim Ugovorom Banka utvrđuje u korist Zajmoprimca, a Zajmoprimac prihvaća, kredit u iznosu od 300.000.000 EUR (tristo milijuna eura) u svrhu financiranja projekta („**kredit**").

1.02 Postupak isplate

1.02A **Tranše**

Banka će isplatiti kredit u najviše 10 (deset) tranši. Iznos svake tranše, ako se ne radi o preostalom neiskorištenom iznosu kredita, bit će minimalno 30.000.000 EUR (trideset milijuna eura).

Prva tranša (i) bit će u maksimalnom iznosu koji ne prelazi 90.000.000 EUR (devedeset milijuna eura) i (ii) može se koristiti za pred-financiranje pripreme projekta i drugih izdataka programa u ranoj fazi koji su povezani s projektom.

1.02B **Zahtjev za isplatu**

(a) Zajmoprimac može podnijeti Banci zahtjev za isplatu, za isplatu tranše, a takav zahtjev za isplatu treba biti zaprimljen najkasnije 15 (petnaest) dana prije roka raspoloživosti sredstava. Zahtjev za isplatu mora biti u obliku utvrđenom u Prilogu C i u njemu mora biti navedeno:

(i) iznos tranše;

(ii) poželjni datum isplate za tranšu; a takav poželjni datum isplate mora biti relevantni radni dan koja pada najmanje 15 (petnaest) dana nakon datuma zahtjeva za isplatu i, u svakom slučaju, na ili prije roka raspoloživosti sredstava, pri čemu se podrazumijeva da bez obzira na rok raspoloživosti sredstava, Banka može isplatiti tranšu najkasnije u roku od 4 (četiri) kalendarska mjeseca od datuma zahtjeva za isplatom;

(iii) radi li se o tranši s fiksnom kamatnom stopom ili tranši s promjenjivom kamatnom stopom, pri čemu svaka mora biti u skladu s relevantnim odredbama članka 3.01;

(iv) poželjnu dinamiku otplate kamate za tranšu, odabranu u skladu s člankom 3.01;

(v) poželjne rokove otplate glavnice za tranšu, odabrane u skladu s člankom 4.01;

(vi) poželjni prvi i posljednji datum otplate glavnice tranše;

(vii) Zajmoprimčev izbor datuma revizije/konverzije kamatne stope, ako takav postoji, za tranšu; i

(viii) šifru IBAN (ili odgovarajući format u skladu s lokalnom bankarskom praksom) i SWIFT BIC računa u banci na koji treba izvršiti isplatu tranše u skladu s člankom 1.02D.

(b) Ako je Banka, nakon zahtjeva Zajmoprimca, dala Zajmoprimcu, prije podnošenja zahtjeva za isplatu, ponudu neobvezujuće fiksne kamatne stope ili kamatne marže koja će biti promjenjiva na tranšu, Zajmoprimac može također, po vlastitom nahođenju, navesti takvu ponudu u zahtjevu za isplatu, odnosno:

(i) u slučaju tranše s fiksnom kamatnom stopom, gore navedenu fiksnu kamatnu stopu koju je ranije ponudila Banka; ili

(ii) u slučaju tranše s promjenjivom kamatnom stopom, gore navedenu kamatnu maržu koju je ranije ponudila Banka, primjenjive na tranšu do datuma dospijeća ili do datuma revizije/konverzije kamatne stope, ako će ga biti.

(c) Svaki zahtjev za isplatu mora biti popraćen dokazom o ovlaštenju osobe ili osoba ovlaštenih za njegovo potpisivanje i ovjerenim potpisom takve osobe ili osoba.

(d) U skladu s člankom 1.02C(b), svaki zahtjev za isplatu je neopoziv.

1.02C **Obavijest o isplati**

(a) Najmanje 10 (deset) dana prije predloženog planiranog datuma isplate tranše Banka će, ako je zahtjev za isplatu u skladu s ovim člankom 1.02, dostaviti Zajmoprimcu obavijest o isplati u kojoj se navodi:

(i) iznos tranše;

(ii) planirani datum isplate;

(iii) osnovicu kamatne stope za tranšu; koja je (i) tranša s fiksnom kamatnom stopom; ili (ii) tranša s promjenjivom kamatnom stopom, pri čemu je svaka u skladu s relevantnim odredbama članka 3.01;

(iv) prvi datum plaćanja kamate i dinamika otplate kamata za tranšu;

(v) uvjeti otplate glavnice za tranšu;

(vi) prvi i posljednji datum za otplatu glavnice za tranšu;

(vii) primjenjivi datumi plaćanja za tranšu;

(viii) datum revizije/konverzije kamatne stope, ako to zahtijeva Zajmoprimac, za tranšu; i

(ix) za tranšu s fiksnom kamatnom stopom, fiksnu kamatnu stopu, a za tranšu s promjenjivom kamatnom stopom, kamatnu maržu koja se primjenjuje na tranšu do datuma revizije/konverzije kamatne stope, ako takav postoji, ili do datuma dospijeća.

(b) Ako jedan ili više elemenata utvrđenih u obavijesti o isplati nije u skladu s odgovarajućim elementom, ako takav postoji, u zahtjevu za isplatu, Zajmoprimac može, nakon primitka obavijesti o isplati, povući zahtjev za isplatu dajući o tome pisanu obavijest Banci koju Banka mora primiti najkasnije do 12:00 h po luksemburškom vremenu sljedećeg radnog dana, nakon čega zahtjev za isplatu i obavijest o isplati prestaju biti valjani. Ako Zajmoprimac nije povukao pisanim putem zahtjev za isplatu unutar tog roka, smatrat će se da je Zajmoprimac prihvatio sve elemente navedene u obavijesti o isplati.

(c) Ako je Zajmoprimac podnio Banci zahtjev za isplatu u kojem Zajmoprimac nije specificirao fiksnu kamatnu stopu ili kamatnu maržu kako je utvrđeno u članku 1.02B(b), smatrat će se da se Zajmoprimac unaprijed složio s fiksnom kamatnom stopom ili kamatnom maržom kako je naknadno specificirano u obavijesti o isplati

1.02D **Račun za isplatu**

Isplata će se izvršiti na račun Zajmoprimca o kojemu će on obavijestiti Banku pisanim putem najkasnije 15 (petnaest) dana prije planiranog datuma isplate (s identifikacijskom šifrom IBAN ili s odgovarajućim formatom u skladu s lokalnom bankarskom praksom).

Za svaku tranšu može se navesti samo jedan račun.

1.03 <u>Valuta isplate</u>

Banka će svaku tranšu isplatiti u EUR.

1.04 Uvjeti isplate

1.04A Prva tranša

Uvjet za isplatu prve tranše u skladu s člankom 1.02 jest da Banka, na datum ili prije datuma koji pada 5 (pet) radnih dana prije planiranog datuma isplate, primi sljedeće dokumente ili dokaze čiji oblik i sadržaj smatra zadovoljavajućim:

(a) dokaz da su za potpisivanje ovog Ugovora od strane Zajmoprimca dobivena propisna ovlaštenja i da su osoba ili osobe koje potpišu Ugovor u ime Zajmoprimca propisno ovlašteni da to učine, zajedno s ovjerenim potpisom za svaku takvu osobu ili osobe;

(b) pravno mišljenje, na engleskom jeziku, izdano od strane ili u ime ministra pravosuđa Republike Hrvatske, o propisnom potpisivanju ovog Ugovora od strane Zajmoprimca, kojim se potvrđuje (i) da su njegove odredbe na snazi i proizvode učinak, (ii) da je ovaj Ugovor u cijelosti na snazi, obvezujući i pravomoćan u Republici Hrvatskoj u skladu s uvjetima koje sadržava, (iii) da financiranje prema ovom Ugovoru ulazi u područje primjene Okvirnog sporazuma i (iv) da trenutačno ne postoje nikakva ograničenja i da nisu potrebna nikakva odobrenja u smislu kontrole valutne zamjene kojima bi se odobrio primitak svih iznosa koji će se isplatiti na temelju ovog Ugovora i kojima bi se odobrila otplata Zajma i plaćanje kamata i svih drugih iznosa plativih prema ovom Ugovoru;

(c) dokaz da su i Zajmoprimac i Nositelj pribavili sva potrebna ovlaštenja koja su potrebna u vezi s ovim Ugovorom i projektom;

(d) dokaz o imenovanju punomoćnika Zajmoprimca;

(e) dokaz da je osnovana jedinica za provedbu projekta za operaciju Banke i da je odgovorna za zahtjeve za dodjelu sredstava i za izvještavanje o napretku sukladno ovom Ugovoru; i

(f) dokaz da je Komisija EU-a odobrila OPCC, na temelju kojeg je Nositelj zatražio dodjelu sredstava.

1.04B Druga tranša i tranše koje slijede nakon nje

Isplata svake Tranše sukladno članku 1.02, isključujući prvu, ovisi o sljedećem:

(a) da Banka, na datum ili prije datuma koji pada 5 (pet) radnih dana prije planiranog datuma isplate za predloženu tranšu, primi sljedeće, za nju formom i sadržajem zadovoljavajuće, dokumente ili dokaze:

  (i) dokaz zadovoljavajući za Banku koji pokazuje (i) da je 80% (osamdeset posto) svih prethodno isplaćenih iznosa dodijeljeno projektima u skladu s člankom 1.08; ili (ii) da je 50% (pedeset posto) prethodno isplaćenih iznosa efektivno isplaćeno krajnjim korisnicima;

  (ii) da je Banka potvrdila pisanim putem da su dodjele ili isplate sredstava iz podstavka (i) gore, u skladu s i dosljedne (1) kriterijima prihvatljivosti Banke i propisanome u Tehničkom opisu, kao i (2) sljedećim daljnjim uvjetima:

    1. za investicijske projekte s projektnim troškovima manjim od 25.000.000 (dvadeset i pet milijuna) eura, da je Banka primila primjerak očitovanja koje je pripremilo nadležno tijelo, na temelju popisa investicijskih projekata, o tome je li procjena utjecaja na okoliš (PUO) potrebna ili nije;

    2. za investicijske projekte čiji projektni troškovi iznose 25.000.000 (dvadeset i pet milijuna) eura ili su veći od toga iznosa, a za koje je potrebna procjena utjecaja na okoliš (PUO), da je Banka primila Netehnički sažetak PUO-a;

3. za investicijske projekte s projektnim troškovima manjim od 25.000.000 (dvadeset i pet milijuna) eura koji nemaju nikakav učinak, ni potencijalan ni vjerojatan, na lokalitet koji je od važnosti za očuvanje prirode, primjerak očitovanja nadležnog tijela, na temelju popisa investicijskih projekata, kako bi se osiguralo da su investicijski projekti usklađeni s Direktivom Europske unije o staništima i Direktivom Europske unije o pticama,

4. za investicijske projekte koji imaju učinak na lokalitete koji su od važnosti za očuvanje prirode, da je Banka primila primjerak Obrasca B koji je potpisalo nadležno tijelo za svaki pojedini investicijski projekt;

5. za bilo koji investicijski projekt čiji projektni troškovi iznose 25.000.000 (dvadeset i pet milijuna) eura ili su veći od toga iznosa, da je Banka primila primjerak Obrasca A ili Obrasca B koji je potpisalo nadležno tijelo za svaki pojedini investicijski projekt;

(iii) da je Banka primila informacije od Nositelja o ispunjenju *ex-ante* uvjetovanosti za investicijske projekte sukladno s njihovim odgovarajućim područjima.

1.04C **Sve Tranše**

Isplata svake Tranše sukladno članku 1.02, uključujući prvu, ovisi o sljedećem:

(a) da Banka, na datum ili prije datuma koji pada 5 (pet) radnih dana prije planiranog datuma isplate za predloženu tranšu, primi sljedeće, za nju formom i sadržajem zadovoljavajuće, dokumente ili dokaze:

(i) potvrde od Zajmoprimca na obrascu iz Priloga E.1, koju je potpisao ovlašteni predstavnik Zajmoprimca i koja ne nosi nadnevak stariji od 30 (trideset) dana prije planiranog datuma isplate.

(ii) primjerak bilo kojeg drugog ovlaštenja ili drugog dokumenta, mišljenja ili uvjerenja o kojima je Banka obavijestila Zajmoprimca da je potreban ili poželjan vezano uz sklapanje i izvršenje ovog Ugovora, te transakcije koje se u njemu razmatraju, ili valjanost i provedivost istoga.

(b) da na planirani datum isplate za predloženu tranšu:

(i) očitovanja i jamstva koja se ponavljaju u skladu s člankom 6.08 su točni u svakom smislu; i

(ii) nikakav događaj ili okolnost, koja predstavlja ili bi, s vremenom ili davanjem obavijesti prema ovom Ugovoru, predstavljala

(aa) Događaj neispunjenja obveza, ili
(bb) Događaj prijevremene otplate,

nije se dogodio i ne nastavlja se neispravljen ili da se od njega nije odustalo ili ne bi proizašao iz isplate predložene tranše.

1.05 <u>Odgoda isplate</u>

1.05A **Razlozi za odgodu**

Na pisani zahtjev Zajmoprimca, Banka će odgoditi isplatu bilo koje najavljene tranše u cijelosti ili djelomično do datuma koji utvrdi Zajmoprimac, ali ne više od 6 (šest) mjeseci od planiranog datuma isplate i ne više od 60 (šezdeset) dana prije prvog datumu otplate tranše koji je naveden u obavijesti o isplati. U takvom slučaju, Zajmoprimac je dužan platiti naknadu za odgodu izračunatu na iznos odgođene isplate.

Svaki zahtjev za odgodu isplate smatrat će se važećim za tranšu samo ako je podnesen najmanje 5 (pet) radnih dana prije planiranog datuma isplate.

Ako bilo koji od uvjeta iz članka 1.04 za najavljenu tranšu nije ispunjen zaključno s utvrđenim datumom i na planirani datum isplate (ili očekivani datum isplate u slučaju prethodne odgode), isplata će se odgoditi do datuma o kojem se dogovore Banka i Zajmoprimac ali koji pada najmanje 5 (pet) radnih dana nakon ispunjenja svih uvjeta za isplatu (ne dovodeći u pitanje pravo Banke da obustavi i/ili otkaže neisplaćeni dio kredita u cijelosti ili djelomično u skladu s člankom 1.06B). U takvom slučaju, Zajmoprimac je dužan platiti naknadu za odgodu izračunatu na iznos odgođene isplate.

1.05B **Otkazivanje isplate odgođene za 6 (šest) mjeseci**

Banka može, putem pisane obavijesti Zajmoprimcu, otkazati isplatu koja je bila odgođena prema članku 1.05A ukupno za više od 6 (šest) mjeseci. Otkazani iznos ostaje na raspolaganju za isplatu u skladu s člankom 1.02.

1.06 <u>Otkazivanje i obustava</u>

1.06A **Pravo Zajmoprimca na otkazivanje**

Zajmoprimac može u bilo kojem trenutku, uz davanje pisane obavijesti Banci o tome, otkazati u cijelosti ili djelomično i s trenutačnim učinkom, neisplaćeni dio Kredita. Međutim, takva obavijest nema nikakav učinak na (i) najavljenu tranšu čiji planirani datum isplate pada unutar 5 (pet) radnih dana od datuma te obavijesti ili (ii) tranšu u vezi s kojom je dostavljen zahtjev za isplatu, ali nije izdana obavijest o isplati.

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

(a) Banka može, uz davanje pisane obavijesti o tome Zajmoprimcu, obustaviti i/ili otkazati neisplaćeni dio Kredita, u cijelosti ili djelomično, u bilo kojem trenutku i s trenutačnim učinkom, nakon nastupanja događaja prijevremene isplate ili događaja neispunjena obveza ili događaja ili okolnosti koje bi s vremenom ili davanjem obavijesti prema ovom Ugovoru predstavljali događaj prijevremene isplate ili događaj neispunjenja obveza.

(b) Banka također može obustaviti dio kredita za koji nije izdala obavijest o isplati s trenutačnim učinkom u slučaju pojave događaja narušavanja tržišta.

(c) Svaka obustava traje dok Banka ne okonča obustavu ili otkaže obustavljeni iznos.

1.06C **Naknada za obustavu i otkazivanje tranše**

1.06C(1) OBUSTAVA

Ako Banka obustavi najavljenu tranšu, bilo nakon događaja prijevremene otplate uz naknadu ili nakon događaja neispunjenja obveza, Zajmoprimac je dužan platiti Banci naknadu za odgodu izračunatu na iznos obustavljene isplate.

1.06C(2) OTKAZIVANJE

Ako prema članku 1.06A Zajmoprimac otkaže:

(a) tranšu s fiksnom kamatnom stopom koja je najavljena tranša, dužan je Banci platiti naknadu u skladu s člankom 4.02B;

(b) tranšu s promjenljivom kamatnom stopom koja je najavljena tranša ili bilo koji dio Kredita osim najavljene tranše, nema obveze plaćanja naknade.

Ako Banka otkaže

(i) tranšu s fiksnom kamatnom stopom koja je najavljena tranša nakon događaja prijevremene otplate uz naknadu ili u skladu s člankom 1.05B, Zajmoprimac je dužan Banci platiti naknadu za prijevremenu otplatu; ili

(ii) najavljenu tranšu nakon događaja neispunjenja obveze, Zajmoprimac je dužan platiti naknadu Banci u skladu s člankom 10.03.

Osim u tim slučajevima, nikakva naknada se ne plaća nakon što Banka otkaže tranšu.

Naknada se obračunava kao da je otkazani iznos bio isplaćen i otplaćen na planirani datum isplate ili, ukoliko je isplata tranše trenutno odgođena ili obustavljena, na datum obavijesti o otkazivanju.

1.07 <u>**Otkazivanje nakon isteka kredita**</u>

Na dan nakon isteka roka raspoloživosti sredstava te ako Banka nije izričito drukčije ugovorila u pisanom obliku, dio kredita za koji nije podnesen nikakav zahtjev za isplatu u skladu s člankom 1.02B automatski se otkazuje, bez da Banka dostavi ikakvu obavijest Zajmoprimcu i bez nastanka obveze za bilo koju od stranka.

1.08 <u>**Dodjela sredstava**</u>

1.08A **Zahtjev za dodjelu sredstava**

Najmanje 3 (tri) mjeseca prije roka raspoloživosti sredstava Nositelj može podnijeti Banci zahtjev za dodjelu sredstava („**zahtjev za dodjelu sredstava**").

Kredit će biti dodijeljen investicijskim projektima za koje je utvrđeno da su prihvatljivi za financiranje u Tehničkom opisu kako je navedeno u Prilogu A ovom Ugovoru.

Sredstva Banke bit će dodijeljena kako je opisano u Prilozima A.1.4 – A.1.8.

Banka zadržava pravo da s Nositeljem pregleda postupke dodjele uzimajući u obzir bilo koju promjenu koju zahtijeva, između ostaloga, Komisija EU-a u vezi s razvojem investicijskih projekata i OPCC-a, kao i razvojem i provedbom projekta.

Uz svaki zahtjev za dodjelu sredstava, potrebno je priložiti:

(i) tablicu s izvještajem o dodjeli sredstava u obliku navedenom u Prilogu A.1.6.1;

(ii) za investicijske projekte s projektnim troškovima manjim od 25.000.000 (dvadeset i pet milijuna) eura, primjerak očitovanja koju je pripremilo nadležno tijelo, na temelju popisa investicijskih projekata, o tome je li procjena utjecaja na okoliš (PUO) potrebna ili nije;

(iii) za investicijske projekte čiji projektni troškovi iznose 25.000.000 (dvadeset i pet milijuna) eura ili su veći od toga iznosa, a za koje je potrebna procjena utjecaja na okoliš (PUO), netehnički sažetak PUO-a:

(iv) za investicijske projekte s projektnim troškovima manjim od 25.000.000 (dvadeset i pet milijuna) eura koji nemaju nikakav učinak, ni potencijalan ni vjerojatan, na lokalitet koji je od važnosti za očuvanje prirode, primjerak očitovanja nadležnog tijela, na temelju popisa investicijskih projekata, kako bi se osiguralo da su investicijski projekti usklađeni s Direktivom EU-a o staništima i Direktivom EU-a o pticama.

(v) za investicijske projekte koji imaju učinak na lokalitete koji su od važnosti za očuvanje prirode, primjerak Obrasca B koji je potpisalo nadležno tijelo za svaki pojedini investicijski projekt; i

(vi) za bilo koji investicijski projekt čiji projektni troškovi iznose 25.000.000 (dvadeset i pet milijuna) eura ili su veći od toga iznosa, primjerak Obrasca A ili Obrasca B koji je potpisalo nadležno tijelo za svaki pojedini investicijski projekt, ako već ranije nisu dostavljeni.

Nositelj daje Banci sve dodatne informacije povezane s investicijskim projektima koje Banka može zatražiti po vlastitom nahođenju.

1.08B **Pismo o dodjeli sredstava**

Ako Banka potvrdi/odobri zahtjev za dodjelu sredstava ili investicijske projekte iz članka 1.08A, Banka dostavlja Nositelju pismo o dodjeli sredstava („**pismo o dodjeli sredstava**"), kojim obavještava Nositelja o svojoj potvrdi/odobrenju i o iznosu kredita koji je dodijeljen za svaki investicijski projekt. Ako Banka zatraži dodatne informacije vezano uz investicijske projekte uključene u zahtjev za dodjelu sredstava, razdoblje za dostavu pisma o dodjeli sredstava bit će obustavljeno sve dok te dodatne informacije ne budu dostavljene na zadovoljstvo Banke.

U slučaju da Banka ne odobri, potpuno ili djelomično, zahtjev za dodjelu sredstava, o tome obavještava Nositelja.

Banka može uz davanje obavijesti Nositelju izmijeniti postupak dodjele sredstava koji je opisan u ovom članku 1.08A radi njegovog usklađivanja s politikom Banke o okvirnim zajmovima ili kako bi odražavao rezultate pregleda kapaciteta i uspješnosti provedbe. U takvom slučaju Banka obavještava Nositelja o tome, a Nositelj bez nepotrebnog odlaganja prilagođava svoje interne postupke dodjele sredstava navedenome.

1.09 Postupak preraspodjele dodijeljenih sredstava

1.09A **Preraspodjela dodijeljenih sredstava na zahtjev Nositelja**

Nositelj može, uz pisanu obavijest Banci koja će uključivati razloge, predložiti da se u bilo kom trenutku preraspodijeli bilo koji dodijeljeni dio kredita.

Nositelj navodi pisanim putem koji od investicijskih projekata za koje su već dodijeljena sredstva treba ukinuti i/ili koje od dodijeljenih iznosa treba smanjiti. Zahtjev za dodjelu sredstava novim investicijskim projektima sadrži informacije kako je navedeno u članku 1.08A, a pregledava ga Banka sukladno članku 1.08B.

Ako preraspodjela dodijeljenih sredstava nije moguća ili je moguća samo djelomično, Banka može razmjerno neraspodijeljenom iznosu, uz obavijest Zajmoprimcu, otkazati kredit i/ili zahtijevati prijevremenu otplatu zajma u skladu s člankom 4.03A(5).

1.09B **Preraspodjela dodijeljenih sredstava na zahtjev Banke**

Ako, prema mišljenju Banke, bilo koji od investicijskih projekata za koje su dodijeljena sredstva ili koji su predloženi sukladno članku 1.08A gore, nije prihvatljiv za financiranje od strane Banke u skladu sa statutom Banke, njenim politikama ili smjernicama, ili na temelju članka 309. Ugovora o funkcioniranju Europske unije, Nositelj je dužan na zahtjev Banke zamijeniti takve investicijske projekte drugim investicijskim projektima koji su prihvatljivi za Banku. Ako u roku od 30 dana od datuma zahtjeva Banke Nositelj ne zamijeni takve investicijske projekte na zadovoljstvo Banke, Banka može razmjerno neraspodijeljenom iznosu, uz obavijest Zajmoprimcu, otkazati kredit i/ili zahtijevati prijevremenu otplatu zajma sukladno članku 4.03A(5).

1.10 Iznosi koji se duguju na temelju članka 1.

Iznosi koji se duguju na temelju članaka 1.05 i 1.06 plativi su u eurima. Moraju se platiti u roku od 15 (petnaest) dana od dana Zajmoprimčeva primitka zahtjeva Banke ili u nekom dužem roku koji navede Banka u svome zahtjevu.

ČLANAK 2.

Zajam

2.01 Iznos zajma

Zajam obuhvaća ukupan iznos tranši koje Banka isplati u sklopu kredita, potvrđen od strane Banke u skladu s člankom 2.03.

2.02 Valuta otplate, kamate i druge naknade

Zajmoprimac plaća kamate, otplate i druge naknade plative u vezi sa svakom tranšom u valuti u kojoj je tranša isplaćena.

Bilo koje drugo plaćanje izvršava se u valuti koju odredi Banka s obzirom na valutu izdatka koji će se nadoknaditi navedenim plaćanjem.

2.03 Potvrda Banke

U roku od 10 (deset) dana nakon isplate svake tranše, Banka dostavlja Zajmoprimcu plan otplate zajma naveden u članku 4.01, ako je to prikladno, koji sadrži datum isplate, valutu, isplaćeni iznos, rokove otplate i kamatnu stopu te tranše i za tu tranšu.

ČLANAK 3.

Kamata

3.01 Kamatna stopa

Fiksne kamatne stope i kamatne marže su na raspolaganju za razdoblja od najmanje 4 (četiri) godine ili, u slučaju neotplaćivanja glavnice u tom razdoblju, najmanje 3 (tri) godine.

3.01A **Tranše s fiksnom kamatnom stopom**

Zajmoprimac je dužan platiti kamatu na nepodmireni iznos svake tranše s fiksnom kamatnom stopom po fiksnoj kamatnoj stopi polugodišnje unazad, na relevantne datume plaćanja, kako je utvrđeno u obavijesti o isplati, počevši s prvim takvim datumom plaćanja nakon datuma isplate tranše. Ako je razdoblje od datuma isplate do prvog datuma plaćanja 15 (petnaest) dana ili manje, tada se plaćanje obračunate kamate tijekom takvog razdoblja odgađa do sljedećeg datuma plaćanja.

Kamata se obračunava na temelju članka 5.01(a).

3.01B **Tranše s promjenjivom kamatnom stopom**

Zajmoprimac je dužan platiti kamatu na nepodmireni iznos svake tranše s promjenjivom kamatnom stopom po promjenjivoj kamatnoj stopi polugodišnje unazad, na relevantne datume plaćanja, kako je utvrđeno u obavijesti o isplati, počevši s prvim takvim datumom plaćanja nakon datuma isplate tranše. Ako je razdoblje od datuma isplate do prvog datuma plaćanja 15 (petnaest) dana ili manje, tada se plaćanje obračunate kamate tijekom takvog razdoblja odgađa do sljedećeg datuma plaćanja.

Banka o promjenljivoj kamatnoj stopi obavještava Zajmoprimca u roku od 10 (deset) dana nakon početka svakog referentnog razdoblja promjenljive kamatne stope.

Ako se sukladno člancima 1.05 i 1.06 isplata bilo koje tranše s promjenljivom kamatnom stopom dogodi nakon planiranog datuma isplate, primjenjuje se relevantna međubankarska stopa primjenjiva na prvo referentno razdoblje promjenljive kamatne stope kao da je isplata izvršena na planirani datum isplate.

Kamata se obračunava za svako referentno razdoblje promjenjive kamatne stope na temelju članka 5.01(b). Ako je promjenjiva kamatna stopa za bilo koje referentno razdoblje promjenjive kamatne stope ispod nule, ona se određuje na nuli.

3.01C **Revizija ili konverzija tranši**

Kada Zajmoprimac iskoristi mogućnost revizije ili konverzije osnovice kamatne stope tranše, dužan je, od efektivnog datuma revizije/konverzije kamatne stope (u skladu s postupkom utvrđenim u Prilogu D), platiti kamatu po stopi određenoj u skladu s odredbama Priloga D.

3.02 Kamata na nepodmirena dugovanja

Ne dovodeći u pitanje članak 10. i iznimno od članka 3.01, ako Zajmoprimac ne plati bilo koji iznos koji treba platiti na temelju ovog Ugovora na datum dospijeća, kamata se obračunava na bilo koji nepodmireni iznos koji se mora platiti u skladu s uvjetima ovog Ugovora od datuma dospijeća do datuma stvarnog plaćanja po godišnjoj stopi koja je jednaka:

(i) za nepodmirena dugovanja koja se odnose na tranše s promjenjivom kamatnom stopom, važećoj promjenjivoj kamatnoj stopi uvećanoj za 2% (200 baznih bodova);
(ii) za nepodmirena dugovanja koja se odnose na tranše s fiksnom kamatnom stopom, višoj stopi od (a) važeće fiksne kamatne stope uvećane za 2% (200 baznih bodova) ili (b) relevantne međubankarske stope uvećane za 2% (200 baznih bodova);
(iii) za nepodmirena dugovanja koja nisu ona pod (i) ili (ii) gore, relevantnoj međubankarskoj stopi uvećanoj za 2% (200 baznih bodova),

i koja se plaća u skladu sa zahtjevom Banke. U svrhu utvrđivanja relevantne međubankarske stope u vezi s ovim člankom 3.02, relevantna razdoblja u okviru značenja Priloga B su uzastopna razdoblja u trajanju od jednog mjeseca, počevši s datumom dospijeća.

Ako je nepodmireno dugovanje u valuti različitoj od valute zajma, primjenjuje se sljedeća godišnja kamatna stopa, a to je relevantna međubankarska stopa koju Banka inače ima za transakcije u toj valuti, uvećana za 2% (200 baznih bodova), izračunata u skladu s tržišnom praksom za tu stopu.

3.03 Događaj narušavanja tržišta

Ako u bilo kom trenutku između (i) datuma na koji Banka izdaje obavijest o isplati u vezi s tranšom i (ii) datuma koji pada 30 (trideset) kalendarskih dana prije planiranog datuma isplate nastupi događaja narušavanja tržišta, Banka može obavijestiti Zajmoprimca da je ova klauzula stupila na snagu. U takvom slučaju, kamatna stopa koja se primjenjuje na takvu najavljenu tranšu do datuma dospijeća ili do datuma revizije/konverzije kamatne stope, ako postoji, bit će kamatna stopa (izražena kao godišnja postotna stopa) za koju Banka odredi da je ukupan trošak Banke za financiranje relevantne tranše, koja se temelji na tada primjenjivoj interno određenoj referentnoj stopi Banke ili alternativnoj metodi određivanja stope koju razumno određuje Banka. Zajmoprimac ima pravo pisanim putem odbiti takvu isplatu u roku navedenom u obavijesti i plaća naknade nastale kao rezultat toga, ako postoje, u kojem slučaju Banka neće izvršiti isplatu, a odgovarajući kredit ostaje na raspolaganju za isplatu prema članku 1.02B. Ako Zajmoprimac ne odbije isplatu na vrijeme, stranke su suglasne da su isplata i njezini uvjeti u potpunosti obvezujući za obje stranke.

U svakom slučaju kamatna marža ili fiksna kamatna stopa o kojoj je Banka prethodno obavijestila u obavijesti o isplati nije više primjenjiva.

ČLANAK 4.

Otplata

4.01 Redovna otplata

(a) Zajmoprimac je dužan otplatiti svaku tranšu u ratama na datume plaćanja utvrđene u dotičnoj obavijesti o isplati, u skladu s uvjetima plana otplate zajma koji se dostavlja u skladu s člankom 2.03

(b) Svaki plan otplate sastavlja se na temelju sljedećih pretpostavki:

(i) da se u slučaju tranše s fiksnom kamatnom stopom bez datuma revizije/konverzije kamatne stope, otplata vrši u jednakim polugodišnjim ratama glavnice;

(ii) u slučaju tranše s fiksnom kamatnom stopom s datumom revizije/konverzije kamatne stope ili tranše s promjenjivom kamatnom stopom, otplata vrši u jednakim godišnjim, polugodišnjim ili tromjesečnim ratama glavnice;

(iii) da je prvi datum otplate svake tranše datum plaćanja koji pada najranije 60 dana od planiranog datuma isplate i najkasnije na prvi datum plaćanja koji neposredno slijedi iza sedme (7.) godišnjice planiranog datuma isplate tranše; i

(iv) da je posljednji datum otplate svake tranše datum plaćanja koji pada najranije 4 (četiri) godine, a najkasnije 25 (dvadeset pet) godina nakon planiranog datuma isplate.

4.02 Dobrovoljna prijevremena otplata

4.02A Mogućnost prijevremene otplate

Podložno člancima 4.02B, 4.02C i 4.04, Zajmoprimac može prijevremeno otplatiti cjelokupan ili djelomičan iznos bilo koje tranše, zajedno s obračunatom kamatom i naknadama, ako postoje, na način da dostavi zahtjev za prijevremenom otplatom najmanje 1 (jedan) mjesec prije, u kojem će navesti (i) iznos prijevremene otplate, (ii) datum prijevremene otplate, i (iii) prema potrebi, izbor metode primjene iznosa prijevremene otplate u skladu s člankom 5.05C točke (i) i (iv), broj ugovora („FI br") naveden na naslovnoj stranici ovog Ugovora.

Podložno člankom 4.02C, zahtjev za prijevremenom otplatom je obvezujući i neopoziv.

4.02B Naknada za prijevremenu otplatu

4.02B(1) TRANŠA S FIKSNOM KAMATNOM STOPOM

Podložno člankom 4.02B(3) dolje, ako Zajmoprimac prijevremeno otplaćuje tranšu s fiksnom kamatnom stopom, plaća Banci na datum prijevremene otplate naknadu za prijevremenu otplatu koja se odnosi na tranšu s fiksnom kamatnom stopom koja se prijevremeno otplaćuje.

4.02B(2) TRANŠA S PROMJENJIVOM KAMATNOM STOPOM

Podložno člankom 4.02B(3) dolje, Zajmoprimac može prijevremeno otplatiti tranšu s promjenjivim kamatnom stopom bez provizije na bilo koji relevantan datum plaćanja.

4.02B(3) Osim ako je Zajmoprimac prihvatio u pismenom obliku fiksnu kamatnu stopu u pogledu prijedloga revizije/konverzije kamatne stope u skladu s Prilogom D, prijevremena otplata tranše na datum revizije/konverzije kamatne stope, kako je priopćeno na temelju članka 1.02C(a)(viii) ili u skladu s Prilogom C1 ili D, ovisno o slučaju, može se izvršiti bez naknade.

4.02C **Načini prijevremene otplate**

Nakon što Zajmoprimac dostavi Banci zahtjev za prijevremenom otplatom, Banka izdaje obavijest o prijevremenoj otplati zajmoprimcu, najkasnije 15 (petnaest) dana prije datuma prijevremene otplate. U obavijesti o prijevremenoj otplati navodi se iznos prijevremene otplate, dospjela kamata zaračunata na taj iznos, naknada za prijevremenu otplatu koju treba platiti na temelju članka 4.02B ili, ovisno o slučaju, ako nema dospjele naknade, način primjene iznosa prijevremene otplate i rok za prihvaćanje.

Ako Zajmoprimac prihvati obavijest o prijevremenoj otplati najkasnije do roka za prihvaćanje, dužan je izvršiti prijevremenu otplatu. U svim ostalim slučajevima, Zajmoprimac ne smije izvršiti prijevremenu otplatu.

Zajmoprimac je dužan uz prijevremenu otplatu platiti i obračunatu kamatu kao i naknadu, ako ih bude, kako je navedeno u obavijesti o prijevremenoj otplati.

4.03 <u>Obvezna prijevremena otplata</u>

4.03A Događaji prijevremene otplate

4.03A(1) SMANJENJE TROŠKOVA PROJEKTA

Ako ukupni trošak projekta bude smanjen od iznosa navedenog u Uvodnoj napomeni (2) na razinu na kojoj iznos odobrenog kredita premašuje 50% (pedeset posto) takvog troška, Banka može smjesta, uz davanje obavijesti Zajmoprimcu, otkazati neisplaćeni dio kredita i/ili zahtijevati prijevremenu otplatu zajma do iznosa za koji kredit premašuje 50% (pedeset posto) ukupnog troška projekta. Zajmoprimac je dužan izvršiti plaćanje zatraženog iznosa na datum koji navede Banka, s tim da takav datum bude datum koji pada najmanje 30 (trideset) dana od datuma zahtjeva.

4.03A(2) KLAUZULA *PARI PASSU* U ODNOSU NA FINANCIRANJE KOJE NE OSIGURAVA EIB

Ako Zajmoprimac dobrovoljno prijevremeno otplati (radi otklanjanja dvojbe, prijevremena otplata uključuje otkup ili otkazivanje u odgovarajućim slučajevima) djelomično ili u cijelosti neki drugi zajam koji nije osigurao EIB i takva prijevremena otplata nije izvršena u okviru *revolving* kredita (osim za otkazivanje *revolving* kredita), Banka može, uz davanje obavijesti Zajmoprimcu, otkazati neisplaćeni dio kredita i zahtijevati prijevremenu otplatu zajma. Udio zajma za koji Banka može zahtijevati da bude prijevremeno otplaćen treba biti isti kao i udio koji prijevremeno otplaćen iznos nekog drugog zajma koji nije osigurao EIB ima u ukupnom nepodmirenom iznosu cjelokupnog tog drugog zajma koji nije osigurao EIB.

Zajmoprimac je dužan izvršiti plaćanje zatraženog iznosa na datum koji navede Banka, s tim da takav datum bude datum koji pada najmanje 30 (trideset) dana od datuma zahtjeva.

U svrhe ovog članka, **„financiranje koje ne osigurava EIB"** uključuje bilo koji zajam (osim zajma i svih ostalih izravnih zajmova Banke Zajmoprimcu), kreditnu obveznicu ili drugi oblik financijskog zaduženja ili bilo koju obvezu plaćanja ili otplate novčanog iznosa koji su izvorno odobreni Zajmoprimcu na rok duži od 5 (pet) godina.

4.03A(3) PROMJENA ZAKONA

Zajmoprimac bez odgode obavještava Banku ako nastupi događaj promjene zakona ili je vjerojatno da će do njega doći u vezi sa Zajmoprimcem. U takvom slučaju, ili ako Banka ima opravdani razlog vjerovati da je nastupio ili će nastupiti događaj promjene zakona, Banka može zahtijevati da se Zajmoprimac konzultira s njom. Takva konzultacija će se održati u roku od 30 (trideset) dana od datuma zahtjeva Banke. Ako (a) nakon isteka roka od 30 (trideset) dana od datuma takvog zahtjeva za konzultaciju ili (b) nastupi očekivani događaj promjene zakona, Banka može, putem obavijesti Zajmoprimcu, otkazati kredit i zahtijevati prijevremenu otplatu zajma, zajedno s obračunatom kamatom i svim drugim dospjelim i nepodmirenim iznosima prema ovom Ugovoru. Zajmoprimac je dužan izvršiti plaćanje zatraženog iznosa na datum koji navede Banka, s tim da takav datum bude datum koji pada najmanje 30 (trideset) dana od datuma zahtjeva.

U svrhe ovog članka, „**događaj promjene zakona**" znači donošenje, proglašenje, potpisivanje ili ratificiranje, odnosno bilo kakvu izmjenu ili dopunu bilo kojeg zakona, propisa ili uredbe (ili u primjeni ili službenom tumačenju bilo kojeg zakona, propisa ili uredbe) koja se dogodi nakon datuma ovog Ugovora i koja dovodi do ili je opravdano moguće da će dovesti do značajne negativne promjene.

4.03A(4) NEZAKONITOST

Ako za Banku postane nezakonito izvršavanje bilo koje njene obveze u bilo kojoj mjerodavnoj jurisdikciji kako je predviđeno ovim Ugovorom, ili financiranje ili održavanje zajma, Banka odmah obavještava Zajmoprimca i može trenutačno (i) obustaviti ili otkazati neisplaćeni dio kredita i/ili (ii) zahtijevati prijevremenu otplatu zajma, zajedno s obračunatom kamatom i svim ostalim dospjelim i nepodmirenim iznosima prema ovom Ugovoru na datum koji navede Banka u svojoj obavijesti Zajmoprimcu.

4.03A(5) IZOSTANAK DODJELE, ISPLATE ILI PRERASPODJELE

Na pisano priopćenje Banke, Zajmoprimac je dužan prijevremeno otplatiti dio zajma koji nije dodijeljen ili je dodijeljen, ali nije isplaćen krajnjem korisniku, najkasnije do roka raspoloživosti sredstava.

Ako Nositelj ne preraspodijeli investicijske projekte na datum dospijeća u skladu s člankom 1.09B, Banka može, putem obavijesti Zajmoprimcu, otkazati kredit razmjerno iznosu koji nije preraspodijeljen, ili zahtijevati prijevremenu otplatu zajma u iznosu jednakom iznosu koji nije preraspodijeljen, zajedno s obračunatom kamatom i svim dospjelim i nepodmirenim iznosima prema ovom Ugovoru.

4.03A(6) VIŠAK UDRUŽENOG FINANCIRANJA EU-a i EIB-a

Ako, na datum tablice konačne dodjele sredstava koja se dostavlja Banci u skladu s člankom 8.01, ukupna sredstva ESIF-a isplaćena Zajmoprimcu koja do tada nisu povučena i dio odobrenog kredita isplaćenog Zajmoprimcu koji do tada nije povučen, prelaze 92% (devedeset i dva posto) ukupnog troška projekta, što utvrđuje Banka na temelju tablice konačne dodjele sredstava, Banka može zatražiti da se Zajmoprimac konzultira s njom. Takva konzultacija će se održati u roku od 30 (trideset) dana od datuma zahtjeva Banke. Nakon isteka 30 (trideset) dana od datuma takvog zahtjeva za konzultacijama, Banka može smjesta, uz obavijest Zajmoprimcu, otkazati neisplaćeni dio kredita i/ili zahtijevati prijevremenu otplatu zajma do iznosa za koji ukupna sredstva ESIF-a koja su isplaćena ali nisu povučena do tog datuma i dio odobrenog kredita koji je isplaćen Zajmoprimcu a zatim nije povučen, prelazi 92% (devedeset i dva posto) ukupnog troška projekta, što utvrđuje Banka na temelju tablice konačne dodjele sredstava. Zajmoprimac je dužan izvršiti plaćanje zatraženog iznosa na datum koji navede Banka, s tim da takav datum bude datum koji pada najmanje 30 (trideset) dana od datuma zahtjeva.

4.03A(7) ESIF DOGAĐAJ

Ako je Zajmoprimac obaviješten, ili ima opravdane razloge vjerovati da je nastao ESIF događaj ili da će nastati, o tome odmah obavještava Banku. Po primitku takve informacije, Banka može zatražiti da se Zajmoprimac konzultira s njom. Takve konzultacije će se održati u roku od 30 (trideset) dana od datuma zahtjeva Banke. Uz to, nakon isteka 30 (trideset) dana od datuma takvog zahtjeva, Banka može, uz obavijest Zajmoprimcu, smjesta otkazati razmjeran dio kredita ili zahtijevati plaćanje razmjernog dijela zajma.

4.03B Načini prijevremene otplate

Svaki iznos koji Banka zahtijeva u skladu s člankom 4.03A, kao i sve zaračunate kamate ili ostale dospjele i nepodmirene iznose prema ovom Ugovoru, uključujući, bez ograničenja, i sve dospjele naknade na temelju članka 4.03C i članka 4.04, plaćaju se na datum koji navede Banka u svojoj obavijesti o zahtjevu.

4.03C **Naknada za prijevremenu otplatu**

U slučaju događaja prijevremene otplate uz naknadu, sama naknada, ako takva postoji, određuje se u skladu s člankom 4.02B.

4.04 **Općenito**

Otplaćen ili prijevremeno otplaćen iznos ne može se ponovno pozajmiti. Ovaj članak 4. ne dovodi u pitanje članak 10.

Ako Zajmoprimac prijevremeno otplaćuje tranšu na datum koji nije odgovarajući datum plaćanja, Zajmoprimac je dužan platiti naknadu Banci u iznosu koji Banka potvrdi kao potreban za nadoknađivanje štete prouzrokovane primitkom sredstava na dan koji nije odgovarajući datum plaćanja.

ČLANAK 5.

Plaćanja

5.01 **Pravila računanja dana**

Svi iznosi koji se potražuju na temelju kamata, naknada ili provizija od Zajmoprimca prema ovom Ugovoru, i koji se izračunavaju za neki dio godine, određuju se uz primjenu sljedećih pravila:

(a) za dospjele kamate i naknade na temelju tranše s fiksnom kamatnom stopom, računa se godina od 360 (tristo šezdeset) dana i mjesec od 30 (trideset) dana;

(b) za dospjele kamate i naknade na temelju tranše s promjenjivom kamatnom stopom, računa se godina od 360 (tristo šezdeset) dana i broj proteklih dana;i

(c) za naknade, računa se godina od 360 (tristo šezdeset) dana i broj proteklih dana.

5.02 **Vrijeme i mjesto plaćanja**

Ako nije drukčije navedeno u ovom Ugovoru ili zahtjevu Banke, svi iznosi, osim iznosa kamate, naknade i glavnice, trebaju se platiti u roku od 15 (petnaest) dana nakon što Zajmoprimac zaprimi zahtjev Banke.

Svaki iznos koji je Zajmoprimac dužan platiti po ovom Ugovoru plaća se na odgovarajući račun o kojem će Banka obavijestiti Zajmoprimca. Banka o tom računu obavještava najmanje 15 (petnaest) dana prije datuma dospijeća prve uplate Zajmoprimca, te o svakoj promjeni računa najmanje 15 (petnaest) dana prije datuma prve uplate na koju se promjena odnosi. Ovaj rok za obavijest ne odnosi se na uplate iz članka 10.

Kod svake uplate, koju izvrši na temelju ovog Ugovora, Zajmoprimac navodi broj ugovora ("FI br.") koji se nalazi na naslovnoj stranici ovog Ugovora.

Iznos koji je Zajmoprimac dužan platiti smatra se plaćenim onda kad ga Banka primi.

Sve isplate Banke i plaćanja prema njoj na temelju ovog Ugovora vrše se na račun/-e prihvatljiv/-e za Banku. Radi otklanjanja dvojbe, bilo koji račun na ime Zajmoprimca koji se vodi kod valjano ovlaštene financijske institucije u pravnoj nadležnosti u kojoj Zajmoprimac ima sjedište ili u kojoj se provodi projekt, smatra se prihvatljivim za Banku.

5.03 **Zabrana prijeboja od strane Zajmoprimca**

Sva plaćanja koja Zajmoprimac treba izvršiti na temelju ovog Ugovora, obračunavaju se i provode bez (odnosno bez ikakvih odbitaka na ime) prijeboja ili protutražbine.

5.04 Narušavanje sustava plaćanja

Ako Banka utvrdi (prema vlastitoj ocjeni) da je nastupio događaj narušavanja ili Zajmoprimac obavijesti Banku da je nastupio događaj narušavanja:

(a) Banka može, i mora ako to zatraži Zajmoprimac, konzultirati se s njime u cilju postizanja suglasnosti sa Zajmoprimcem o takvim promjenama u izvršavanju ili administraciji Ugovora kako to Banka bude smatrala nužnim u danim okolnostima;

(b) Banka neće biti obvezna konzultirati se sa Zajmoprimcem u vezi s bilo kakvim promjenama spomenutim u stavku (a) ako, po njezinom mišljenju, to ne bude izvedivo u danim okolnostima te, ni u kojem slučaju neće imati nikakvu obvezu suglasiti se s takvim promjenama; i

(c) Banka neće biti odgovorna ni za kakva štete, troškove ili gubitke koji proizlaze iz događaja narušavanja ili za poduzimanje ili nepoduzimanje bilo kakve radnje prema ili u vezi s ovim člankom 5.04.

5.05 Raspodjela primljenih sredstava

(a) Općenito

Iznosi primljeni od Zajmoprimca ispunjavaju njegove obveza plaćanja samo ako su primljeni u skladu s uvjetima ovog Ugovora.

(b) Djelomična plaćanja

Ako Banka primi uplatu iznosa koji nije dovoljan za otplatu svih iznosa koji se tada duguju i koje Zajmoprimac treba platiti na temelju ovog Ugovora, Banka upotrebljava to plaćanje:

(i) prvo, u razmjernom plaćanju i za razmjerno plaćanje svih neplaćenih provizija, troškova, naknada i izdataka koji se duguju na temelju ovog Ugovora;

(ii) drugo, u plaćanju ili za plaćanje obračunate kamate koja je dospjela, ali nije plaćena na temelju ovog Ugovora;

(iii) treće, u plaćanju i za plaćanje dospjelog iznosa glavnice koji nije plaćen na temelju ovog Ugovora; i

(iv) četvrto, u plaćanju i za plaćanje bilo kojeg drugog dospjelog iznosa koji nije plaćen na temelju ovog Ugovora.

(c) Raspodjela iznosa koji se odnose na tranše

(i) U slučaju:

- djelomične dobrovoljne prijevremene otplate tranše koja podliježe otplati u nekoliko rata, iznos prijevremene otplate primjenjuje se razmjerno na svaku preostalu ratu ili, na zahtjev Zajmoprimca, obrnutim redoslijedom dospijeća.
- djelomične obvezne prijevremene otplate tranše koja podliježe otplati u nekoliko rata, primjenjuje se iznos prijevremene otplate za smanjenje preostalih obroka obrnutim redoslijedom dospijeća.

(ii) Iznosi koje Banka primi na osnovi zahtjeva na temelju članka 10.01, a koji se koriste za otplatu tranše, umanjuju preostale obroke obrnutim redoslijedom dospijeća. Banka može upotrijebiti primljene iznose između tranši po vlastitom nahođenju.

(iii) U slučaju primitka iznosa za koje se ne može utvrditi da se odnose na neku određenu tranšu i za koje ne postoji sporazum između Banke i Zajmoprimca o njihovoj primjeni, Banka može upotrijebiti te iznose između tranši po vlastitom nahođenju.

ČLANAK 6.

Obveze i izjave Zajmoprimca

Obveze u ovom članku 6. ostaju na snazi od datuma ovog Ugovora sve dok bilo koji iznos bude neotplaćen prema ovom Ugovoru ili sve dok kredit bude na snazi.

A. Obveze po projektu

6.01 Korištenje zajma i raspoloživost drugih sredstava

Zajmoprimac i Nositelj koriste, a pobrinut će se da to učine i krajnji korisnici, sva sredstva zajma isključivo za financiranje investicijskih projekata za koje su izvršene dodjele u skladu s člankom 1.08., na temelju članka 1.04.

Zajmoprimac mora imati na raspolaganju druga sredstva navedena u Uvodnoj odredbi (2) i ta sredstva se trebaju trošiti, do traženog iznosa, za financiranje investicijskih projekata uključenih u projekt.

6.02 Dovršenje Projekta

Nositelj je dužan osigurati da svaki krajnji korisnik provede sve investicijske projekte u skladu s tehničkim opisom, koji se povremeno može mijenjati uz odobrenje Banke, te da dovrši projekt do navedenog roka.

6.03 Povećanje troškova Projekta

Ako ukupan trošak projekta premašuje procjenu navedenu u Uvodnoj odredbi (2), Zajmoprimac je dužan ishoditi sredstva za financiranje tih izvanrednih troškova, bez obraćanja Banci za pomoć, kako bi se osiguralo dovršenje projekta u skladu s tehničkim opisom. Plan financiranja izvanrednih troškova potrebno je bez odgađanja predati Banci.

6.04 Postupak nabave

Nositelj osigurava da svaki krajnji korisnik kupi opremu, osigura usluge i naruči radove za predmetni investicijski projekt (a) ukoliko se oni primjenjuju na njega ili na investicijski projekt, u skladu s pravom Europske unije općenito, a posebno s odgovarajućim direktivama Europske unije i (b) ukoliko se direktive Europske unije ne primjenjuju, prema postupcima nabave koji, na zadovoljstvo Banke, poštuju kriterije ekonomičnosti i učinkovitosti i, u slučaju javnih ugovora, načela transparentnosti, jednakog postupanja i nediskriminacije na temelju državne pripadnosti.

6.05 Stalne obveze u projektu

6.05A Krajnji korisnici/Investicijski projekti

Nositelj je dužan pobrinuti da svaki krajnji korisnik:

(a) **Održavanje**: održava, popravlja, servisira i obnavlja svu imovinu koja čini dio investicijskog projekta koliko je potrebno da ista bude u dobrom radnom stanju;

(b) **Imovina projekta**: osim ako je Banka prethodno dala svoju pisanu suglasnost, zadrži vlasništvo i posjed nad cjelokupnom ili značajnim dijelom cjelokupne imovine koja čini investicijski projekt ili, po potrebi, zamijeni i obnovi tu imovinu i vodi investicijski projekt tako da stalno funkcionira u skladu sa svojom izvornom namjenom; uz uvjet da Banka može uskratiti svoju suglasnost jedino ako predloženi postupak može dovesti u pitanje interese Banke kao zajmodavca prema Zajmoprimcu ili ako može dovesti do toga da je taj investicijski projekt neprihvatljiv za financiranje od strane Banke na temelju njezinog Statuta ili na temelju članka 309. Ugovora o funkcioniranju Europske unije;

(c) **Osiguranje**: osigura sve radove i imovinu koja je dio investicijskog projekta na zadovoljstvo Banke u skladu s uobičajenom praksom za slične radove od javnog interesa u Hrvatskoj;

(d) **Prava i dozvole**: održava na snazi sva prava prolaza ili uporabe i sve dozvole nužne za izvođenje i rad investicijskog projekta;

(e) **Okoliš**:

(i) provodi i upravlja investicijskim projektom u skladu s propisima za zaštitu okoliša;

(ii) pribavlja i održava potrebne okolišne dozvole za investicijski projekt; i

(iii) postupa u skladu s takvim okolišnim dozvolama

(f) **Savjesnost:**

(i) poduzima, unutar razumnog vremenskog okvira, odgovarajuće mjere u vezi s bilo kojim članom svojih upravljačkih tijela koji je osuđen pravomoćnom i neopozivom sudskom presudom za kazneno djelo počinjeno tijekom izvršavanja svojih profesionalnih dužnosti, s ciljem osiguranja da se takav član isključi iz bilo koje aktivnosti krajnjeg korisnika u vezi s bilo kojim sredstvima koja mu stavi na raspolaganje Zajmoprimac na temelju zajma ili u vezi s odgovarajućim investicijskim projektom;

(ii) odmah obavještava Nositelja o svim mjerama koje poduzme takav krajnji korisnik na temelju ovog članka 6.06A(f)(i);

(iii) izjavljuje Nositelju da, koliko je njemu poznato, nikakva sredstva koja je krajnji korisnik uložio u investicijski projekt nisu nezakonitog podrijetla, uključujući proizvode pranja novca ili one povezane s financiranjem terorizma, kao i da će bez odlaganja obavijestiti Nositelja ako u bilo kojem trenutku postane svjestan nezakonitog podrijetla takvih sredstava;

(g) **Prava na poštenu reviziju:**

(A) osigura da svi ugovori u sklopu određenog investicijskog projekta koji će biti pribavljeni nakon datuma potpisivanja ovog Ugovora u skladu s direktivama Europske unije o nabavama predviđaju:

(i) uvjet da dotični ugovaratelj odmah obavijesti Banku o izvornim navodima, pritužbama ili informacijama u vezi s kaznenim djelima koja se odnose na dotični investicijski projekt;

(ii) uvjet da dotični ugovaratelj vodi knjige i evidencije o svim financijskim transakcijama i izdacima u vezi s dotičnim investicijskim projektom; i

(iii) pravo Banke, vezano uz navodno kazneno djelo, da pregleda knjige i evidencije dotičnog ugovaratelja u vezi s dotičnim investicijskim projektom i izradi preslike dokumenata, u mjeri u kojoj je to dozvoljeno po zakonu;

(B) osigura da:

(i) vodi knjige i evidencije o svim financijskim transakcijama i izdacima u vezi s dotičnim investicijskim projektom;

(ii) odmah obavijesti Nositelja o izvornim navodima, pritužbama ili informacijama u vezi s kaznenim djelima koja se odnose na dotični investicijski projekt;

(h) **Posjeti:**

dozvoli osobama koje odredi Banka, kao i osobama koje odrede druge institucije ili tijela *Europske unije kad to zahtijevaju relevantne obvezne odredbe prava Europske unije,*

(a) da posjete lokacije, postrojenja i radove koje obuhvaća dotičan investicijski projekt,

(b) da intervjuiraju predstavnike krajnjeg korisnika i da ne sprječavaju kontakte s bilo kojom drugom osobom uključenom u relevantni investicijski projekt ili na koju utječe relevantni investicijski projekt; i

(c) da pregledaju knjige i evidencije krajnjeg korisnika u vezi s izvršenjem dotičnog investicijskog projekta i budu u mogućnosti izraditi preslike odgovarajućih dokumenata u mjeri u kojoj je to dozvoljeno po zakonu.

(d) da pruže Banci, ili osiguraju da je Banci pružena, sva potrebna pomoć u svrhe opisane u ovom članku.

Nositelj je dužan pobrinuti se da svaki krajnji korisnik zna da Banka može imati obvezu slanja informacija koje se odnose na krajnjeg korisnika i sredstva koja su dalje pozajmljena krajnjem korisniku na temelju Zajma i/ili Investicijskih projekata, bilo kojoj nadležnoj instituciji ili tijelu Europske unije u skladu s relevantnim obveznim odredbama prava Europske unije.

(i) **Računi:**

zahtijeva bilo koju isplatu od Nositelja, i izvršava bilo koju isplatu prema Nositelju, na temelju sporazuma o daljnjem kreditiranju vezano uz zajam na bankovni račun na ime tog krajnjeg korisnika, koji se vodi kod valjano ovlaštene financijske institucije u pravnoj nadležnosti u kojoj je krajnji korisnik osnovan ili ima prebivalište, ili u kojoj krajnji korisnik provodi investicijski projekt. U slučaju krajnjih korisnika koji su korisnici državnog proračuna, Nositelj će osigurati da svaki krajnji korisnik koji zahtjeva isplatu to vrši putem Nositelja preko sustava Jedinstvenog računa riznice koji je otvoren kod Hrvatske narodne banke u skladu s hrvatskim pravom.

U svrhu ovog Ugovora:

„**Zakon o proračunu**" znači Zakon objavljen u Narodnim novinama broj 87/2008 te izmijenjen i dopunjen pa objavljen u Narodnim novinama broj 136/2012 i broj 15/2015 te izmijenjen i dopunjen te ponovno potvrđen s vremena na vrijeme.

„**Proračunski korisnici**" su tijela javne vlasti, institucije, vijeća manjinske samouprave, jedinice samouprave, proračunski fondovi i mjesna samouprava, troškovi osoblja i/ili materijalni troškovi evidentirani u Proračunu u skladu s člankom 3. Zakona o proračunu.

„**Jedinstveni račun riznice**" je račun deponiran kod Hrvatske narodne banke u skladu s člankom 60. Zakona o proračunu.

„**Korisnici državnog proračuna**" su proračunski korisnici, koje s vremena na vrijeme određuje ministar financija Pravilnikom o utvrđivanju proračunskih i izvanproračunskih korisnika državnog proračuna i proračunskih i izvanproračunskih korisnika proračuna jedinica lokalne i područne (regionalne) samouprave te o načinu vođenja Registra proračunskih i izvanproračunskih korisnika, objavljenim u Narodnim novinama broj 128/2009, i njegovim povremenim izmjenama i dopunama objavljenim u Narodnim novinama broj 142/2014, čiji se troškovi financiraju putem Državnog proračuna Republike Hrvatske i čiji je registar dostupan na http://www.mfin.hr/hr/proracunsko-racunovodstvo.

6.05B Nositelj

Nositelj je dužan:

(i) osigurati da jedinica za provedbu projekta bude ustrojena i u potpunosti funkcionalna te se bavi zahtjevima za dodjelu sredstava i redovitim izvještavanjem i nadzorom;

(ii) osigurati da sredstva zajma budu dodijeljena prihvatljivim investicijskim projektima financiranim u okviru OPCC-a uz postupke prilagođene veličini investicijskog projekta i u skladu s važećim postupcima za okvirne zajmove, i kako je navedeno u Prilogu A.1;

(iii) osigurati da sredstva zajma budu dodijeljena prihvatljivim investicijskim projektima, korištenjem standardnih tablica za dodjelu sredstava i projektnih sažetaka, uz postupke prilagođene veličini investicijskog projekta i u skladu s važećim postupcima za okvirne zajmove:

a) *ex-post* potvrda prihvatljivih investicijskih projekata za sve investicijske projekte čiji ukupni trošak ne prelazi 25.000.000 (dvadeset i pet milijuna) eura;

b) *ex-ante* odobrenje za sve projekte s troškom između 25.000.000 (dvadeset i pet milijuna) eura i 50.000.000 (pedeset milijuna) eura, uz mogućnost pojedinačne procjene;

c) *ex-ante* pojedinačno odobrenje za sve projekte s troškom iznad 50.000.000 (pedeset milijuna) eura;

(iv) provjeriti usklađenost krajnjih korisnika s relevantnim i važećim propisima zakonodavstva Europske unije, posebno u područjima okoliša, državnih potpora i javne nabave;

(v) pohraniti i održavati ažurnima odgovarajuće dokumente (uključujući studije o okolišu koje se odnose na PUO, netehničke sažetke PUO-a, procjene zahvata na prirodu/biološku raznolikost ili istovjetne dokumente kojima se podupire usklađenost s Direktivom Europske unije o staništima i Direktivom Europske unije o pticama) koje je potrebno dostaviti Banci na zahtjev. U slučaju da Banka zahtijeva takvu dokumentaciju, Nositelj je dužan dostaviti sve zatražene dokumente bez odgode (u roku od 10 (deset) radnih dana pozivajući se na obvezu u okviru politike Banke o javnom objavljivanju u pogledu odgovara na vanjske upite) od primitka zahtjeva Banke.

(vi) pozvati Banku kao promatrača na sastanke odbora za praćenje;

(vii) obavijestiti Banku o ishodu javnih konzultacija o Strateškoj procjeni utjecaja na okoliš OPCC-a, te o načinu na koji je uzet u obzir doprinos javnosti,

(viii) ne osiguravati sredstva Banke za investicijske projekte koji zahtijevaju PUO ili ocjenu biološke raznolikosti sukladno pravu Europske unije i nacionalnom pravu bez da, prije preuzimanja obveze, dobije suglasnost nadležnog tijela i netehnički sažetak PUO-a koji je stavljen na raspolaganje javnosti. Prije dodjele sredstava Banka mora dobiti odgovarajuće okolišne dozvole/potvrde.

(ix) osigurati da nema dvostrukog financiranja investicijskih projekata s drugim kreditnim sredstvima Banke kod istog krajnjeg korisnika;

(x) odmah obavijestiti Banku u slučaju kada je provedba bilo kojeg dodijeljenog investicijskog projekta obustavljena ili je investicijski projekt otkazan.

(xi) odmah obavijestiti Banku o svakoj obustavi plaćanja i/ili prekršajnim postupcima koje pokrene Komisija EU-a, najkasnije u roku od 5 dana nakon što Zajmoprimac ili Nositelj saznaju za poteze Komisije EU-a;

(xii) odmah obavijestiti Banku o ishodu postupka određivanja (sukladno članku 123. Uredbe o zajedničkim odredbama);

(xiii) odmah obavijestiti Banku o svim revizijskim izvještajima koje provede nezavisno revizijsko tijelo, Komisija EU-a i Revizorski sud; i

(xiv) odmah obavijestiti Banku o rezultatima pregleda uspješnosti (čl. 21., UZO-a).

Banka obavlja srednjoročni pregled projekta, po mogućnosti nakon pregleda uspješnosti, nakon čega može promijeniti odjeljke A.1, A.2. i/ili A.3 Priloga A.

Banka zadržava pravo pregledati postupke dodjele sredstava s obzirom na bilo koju promjenu koju zahtijeva, između ostalog, Komisija EU-a, ili pripremu investicijskih projekata.

B. Opće obveze

6.06 Usklađenost sa zakonima

Zajmoprimac i Nositelj pridržavaju se i osiguravaju da se svaki krajnji korisnik pridržava, u svakom pogledu, svih zakona i propisa kojima oni ili projekt podliježu.

6.07 Opće izjave i jamstva

Zajmoprimac izjavljuje i jamči Banci da:

(a) ima ovlasti potpisati, ispuniti i izvršiti sve svoje obveze prema ovom Ugovoru i da su poduzete sve korporativne, dioničarske i ostale radnje potrebne da ga se ovlasti za potpisivanje, ispunjavanje i izvršenje istih;

(b) ovaj Ugovor za njega stvara pravno važeće, obvezujuće i izvršive obveze;

(c) potpisivanje i ispunjavanje te izvršavanje njegovih obveza prema i u skladu s odredbama ovog Ugovora nije i neće biti:

  (i) u suprotnosti ili sukobu s bilo kojim primjenjivim zakonom, statutom, pravilom ili propisom, ili bilo kojom presudom, odlukom ili dozvolom kojoj podliježe;

  (ii) u suprotnosti ili sukobu s bilo kojim sporazumom ili drugim instrumentom koji je za njega obvezujući i za kojeg bi se moglo razumno očekivati da će imati značajan negativan učinak na njegovu sposobnost izvršavanja svojih obveza prema ovom Ugovoru;

(d) da nije bilo nikakve značajne negativne promjene od 18. studenoga 2014.;

(e) nikakav događaj ili okolnost koja čini događaj neispunjenja obveza nije nastupio i ne nastavlja se neispravljen ili da se od njega nije odustalo;

(f) je pribavio sve potrebna ovlaštenja u vezi s ovim Ugovorom te kako bi zakonito ispunjavao svoje obveze iz ovog Ugovora, a projekt i sva takva ovlaštenja su na snazi i proizvode učinak i prihvatljiva su kao dokaz;

(g) njegove obveze plaćanja prema ovom Ugovoru imaju barem jednaki položaj (*pari passu*) u pogledu plaćanja u odnosu na sve druge sadašnje i buduće neosigurane obveze prema bilo kojem dužničkom instrumentu, osim obveza koje zakon koji se primjenjuje na trgovačka društva općenito tretira kao obvezujuće prioritetne;

(h) je u skladu sa svim obvezama iz ovog članka 6.; i

(i) koliko je upoznat, nikakva sredstva koja je Zajmoprimac ili krajnji korisnik uložio u projekt nisu nezakonitog podrijetla, uključujući proizvode pranja novca ili one povezane s financiranjem terorizma. Zajmoprimac je dužan odmah obavijestiti Banku ako u bilo kom trenutku postane svjestan nezakonitog podrijetla bilo kojih takvih sredstava.

Izjave i jamstva navedena gore vrijedit će poslije potpisivanja ovog Ugovora i smatraju se, osim izjava navedenih u stavku (d) gore, ponovljenima na svaki datum zahtjeva za isplatom, datum isplate i na svaki datum plaćanja.

6.08 Načelo savjesnost i poštenja

Zajmoprimac poduzima, unutar razumnog vremenskog okvira, odgovarajuće mjere u vezi s bilo kojim svojim punomoćnikom s ovlaštenjima za kontrolu i/ili donošenje odluka u vezi projekta i/ili zajma, i osigurava da se Nositelj obveže da će poduzeti, unutar razumnog vremenskog okvira, odgovarajuće mjere u vezi s bilo kojim članom svojih upravljačkih tijela ili bilo kojim od svojih punomoćnika s ovlaštenjima za kontrolu i/ili donošenje odluka u vezi projekta i/ili zajma koji je bio osuđen pravomoćnom i neopozivom sudskom odlukom za kazneno djelo počinjeno tijekom izvršavanja svojih službenih dužnosti, kako bi osigurao da se takav član isključi iz svake aktivnosti

Zajmoprimca vezano uz projekt i/ili zajam i aktivnosti Nositelja vezano uz projekt i/ili zajam.

6.09 Knjige i evidencije

Zajmoprimac i Nositelj jamče da će voditi i da će nastaviti voditi ispravne knjige i evidencije o računima u kojima će biti provedena cjelokupna i točna knjiženja svih financijskih transakcija i imovine i poslovanja Zajmoprimca i Nositelja, uključujući rashode u vezi s projektom i investicijskim projektima, u skladu s UZO-om i Financijskom uredbom (EU/Euratom) 966/2012 Europskog parlamenta i Vijeća od 25.10.2012.

ČLANAK 7.

Osiguranje

Obveze u ovom članku 7. ostaju na snazi od datuma ovog Ugovora sve dok bilo koji iznos prema ovom Ugovoru ne bude otplaćen ili dok kredit bude na snazi.

7.01 Položaj jednakih prava (*Pari passu*)

Zajmoprimac osigurava da njegove obveze plaćanja prema ovom Ugovoru imaju ili će imati barem jednaki položaj (*pari passu*) u pogledu prava plaćanja u odnosu na sve druge, sadašnje i buduće neosigurane obveze prema bilo kojem njegovom dužničkom instrumentu, osim obveza koje zakon koji se primjenjuje na trgovačka društva općenito tretira kao obvezujuće prioritetne.

Naročito ako Banka podnese zahtjev iz članka 10.01 ili ako je događaj ili potencijalni događaj neispunjenja obveza prema bilo kojem neosiguranom i nepodređenom dužničkom instrumentu Zajmoprimca ili bilo koje njegove agencije, ili sredstvima, nastupio i traje, Zajmoprimac neće izvršiti (niti odobriti) nikakvo plaćanje povezano s bilo kojim drugim takvim dužničkim instrumentom (bez obzira na to je li redovno raspoređen u planu otplate ili nije) a da istodobno ne plati, ili rasporedi na namjenski račun za plaćanje na sljedeći datum plaćanja, iznos udjela neotplaćenog duga prema ovom Ugovoru koji odgovara onom udjelu koji plaćanje prema takvom dužničkom instrumentu ima u ukupno neotplaćenom dugu prema tom instrumentu. U tu svrhu, svako plaćanje dužničkog instrumenta koje se izvrši iz sredstava izdanja drugog instrumenta, na koji su se velikim dijelom upisale za poravnanje iste osobe koje imaju potraživanja po dužničkom instrumentu, bit će odbijeno.

U ovom Ugovoru, „**dužnički instrument**" znači (a) instrument, uključujući svaku potvrdu o plaćenom računu ili bankovni izvadak, kojim se dokazuje ili koji stvara obvezu otplate zajma, pologa, predujma ili sličnog produženja kredita (uključujući bez ograničenja bilo koje produženje kredita prema sporazumu o refinanciranju ili reprogramiranju), (b) obveza dokazana obveznicom, zadužnicom ili sličnim pisanim dokazom zaduženja, ili (c) jamstvo za obvezu koja proizlazi iz dužničkog instrumenta neke druge osobe.

7.02 Dodatna osiguranja

Ako Zajmoprimac da trećoj strani bilo kakvo osiguranje za izvršenje bilo kojeg dužničkog instrumenta ili bilo koju prednost ili prioritet u vezi s njim, Zajmoprimac će, ako to bude zahtijevala Banka, dati Banci ekvivalentno osiguranje za izvršenje svojih obveza prema ovom Ugovoru ili dati Banci ekvivalentnu prednost ili prioritet.

7.03 **Uvrštene klauzule**

Ako Zajmoprimac sklopi s bilo kojim drugim srednjoročnim ili dugoročnim financijskim vjerovnikom sporazum o financiranju koji uključuje klauzulu o padu boniteta, odnosno obvezu ili drugu odredbu koja se odnosi na položaj jednakih prava (*pari passu*) ili odredbu o zajedničkoj odgovornosti zbog neplaćanja, ako je to primjenjivo, a koja je stroža od ekvivalentne odredbe u ovom Ugovoru, Zajmoprimac je dužan o tome obavijestiti Banku i, na zahtjev Banke, potpisati sporazum kojim će se ovaj Ugovor izmijeniti i dopuniti tako da osigurava ekvivalentnu odredbu u korist Banke.

ČLANAK 8.

Informacije i posjeti

8.01 Informacije koje se tiču projekta

Zajmoprimac će, i osigurava da će Nositelj:

(a) dostaviti Banci:

(i) informacije koje imaju sadržaj i oblik, te u rokovima koji su navedeni u Prilogu A.2. ili drukčije kako s vremena na vrijeme dogovore stranke ovog Ugovora; i

(ii) sve takve informacije ili ostale dokumente koji se odnose na financiranje, nabavu, provedbu, funkcioniranje i utjecaj na okoliš projekta i za projekt, koje Banka može opravdano zatražiti u razumnom roku;

uvijek pod uvjetom da, ako takve informacije ili dokument nisu dostavljeni Banci na vrijeme i Zajmoprimac ili Nositelj ne ispravi propust u razumnom roku koji odredi Banka u pisanom obliku, Banka može popraviti nedostatak, u mjeri u kojoj je to izvedivo, zapošljavanjem vlastitog osoblja ili konzultanta ili neke treće osobe na trošak Zajmoprimca, a Zajmoprimac i/ili Nositelj je dužan pružiti takvim osobama svu pomoć koja je potrebna u tu svrhu;

(b) podnijeti na odobrenje Banci bez odgode bilo koju značajnu promjenu projekta i/ili investicijskog projekta, također uzimajući u obzir očitovanja prema Banci u vezi s projektom i/ili investicijskim projektima prije potpisivanja ovog Ugovora, s obzirom na, između ostaloga, cijenu, nacrt, planove, vremenski raspored ili program izdataka, odnosno plan financiranja za projekt i /ili investicijske projekte;

(c) odmah obavijesti Banku o:

(i) svakoj uloženoj tužbi ili protestu ili svakom prigovoru koji je podnijela bilo koja treća strana, ili svakoj izvornoj pritužbi koju je primio Zajmoprimac, Nositelj ili bilo koji krajnji korisnik, ili bilo koji tužbeni zahtjev za štetu uzrokovanu u okolišu koji je, koliko je to njemu poznato, pokrenut, u tijeku ili za koje postoji rizik da će biti podnesen protiv njega u vezi s pitanjima okoliša ili drugim pitanjima koja utječu na projekt; i

(ii) svakoj činjenici ili događaju koji su poznati Zajmoprimcu ili Nositelju, koji mogu značajno prejudicirati ili utjecati na uvjete izvršenja ili funkcioniranja projekta; i

(iii) izvornim navodima, pritužbama ili informacijama u vezi s kaznenim djelima koja se odnose na projekt;

i odrediti radnju koju treba poduzeti u pogledu tih pitanja.

8.02 Informacije koje se tiču Zajmoprimca, Nositelja i krajnje korisnike

Zajmoprimac s vremena na vrijeme dostavlja Banci informacije o svojem općem financijskom stanju koje Banka može opravdano zahtijevati, te odmah obavještava Banku o:

(i) svakoj činjenici koja ga obvezuje na prijevremenu otplatu financijskog duga ili bilo koje financiranje od strane Europske unije;

(ii) svakom događaju ili odluci koja predstavlja ili može dovesti do događaja prijevremene otplate;

(iii) bilo kojoj svojoj namjeri davanja bilo kakvog osiguranja nad bilo kojim dijelom svoje imovine u korist treće strane;

(iv) svakoj činjenici ili događaju za koji se opravdano vjeruje da može u značajnoj mjeri spriječiti ispunjenje bilo koje obveze Zajmoprimca iz ovog Ugovora;

(v) svakom događaju navedenom u članku 10.01 koji se dogodio ili postoji rizik da se dogodi ili se predviđa;

(vi) u mjeri u kojoj to dopušta zakon, da, koliko mu je poznato i koliko vjeruje, sud, upravno ili slično tijelo vlasti ne provodi nikakvu parnicu, arbitražu, upravni postupak ili istragu koja bi bila u tijeku, koja bi se pripremala ili bi još bila neriješena protiv (i) punomoćnika Zajmoprimca s ovlaštenjima za kontrolu i/ili donošenje odluka u vezi zajma ili projekta, ili protiv (ii) upravljačkih tijela ili punomoćnika Nositelja s ovlaštenjima za kontrolu i/ili donošenje odluka u vezi zajma ili projekta, ili protiv (iii) upravljačkih tijela bilo kojeg krajnjeg korisnika u vezi s kaznenim djelima koja se odnose na zajam ili na projekt;

(vii) svim mjerama koje poduzme Zajmoprimac ili Nositelj u skladu s člankom 6.09.

(viii) svim izvornim navodima, pritužbama ili informacijama u vezi s kaznenim djelom koje se odnosi na bilo koja sredstva koja su stavljena na raspolaganje krajnjem korisniku iz sredstava zajma ili bilo kojeg investicijskog projekta:

(ix) ako u bilo kojem trenutku postane svjestan nezakonitog podrijetla, uključujući proizvode pranja novca ili one povezane s financiranjem terorizma u vezi sa sredstvima koja su stavljena na raspolaganje krajnjem korisniku ili za investicijski projekt;

(x) o svim mjerama koje poduzme krajnji korisnik u skladu s člankom 6.06A(f)(i);

8.03 Posjeti od strane Banke

Zajmoprimac i Nositelj dužni su dopustiti osobama koje odredi Banka kao i osobama koje odrede druge institucije ili tijela Europske unije kad to zahtijevaju relevantne obvezne odredbe prava Europske unije,

(a) da posjete lokacije, postrojenja i radove koje obuhvaća dotičan investicijski projekt,

(b) da intervjuiraju predstavnike krajnjeg korisnika i/ili Nositelja i da ne sprječavaju kontakte s bilo kojom drugom osobom uključenom u ili pogođenom relevantnim investicijskim projektom; i

(c) da pregleda knjige i evidencije krajnjeg korisnika i Nositelja u vezi sa zajmom i izvršenjem dotičnog investicijskog projekta te da bude u mogućnosti izraditi preslike odgovarajućih dokumenata u mjeri u kojoj je to dozvoljeno po zakonu.

Zajmoprimac i Nositelj pružaju Banci ili osiguraju da je Banci pružena sva potrebna pomoć u svrhe opisane u ovom članku.

Zajmoprimac i Nositelj potvrđuju da Banka može imati obvezu slanja informacija koje se odnose na Zajmoprimca, Nositelja i investicijske projekte bilo kojoj nadležnoj instituciji ili tijelu Europske unije u skladu s relevantnim obveznim odredbama prava Europske unije.

8.04 Jezik

Informacije koje dostavlja Zajmoprimac ili Nositelj u skladu s člankom 8. trebaju biti dostavljene na engleskom jeziku ili popraćene prijevodom na engleski.

ČLANAK 9.

Pristojbe i troškovi

9.01 Porezi, pristojbe i naknade

Zajmoprimac je dužan platiti sve poreze, pristojbe, naknade i ostala davanja bilo koje vrste, uključujući i pristojbe za biljege i registraciju, koji proizlaze iz izvršenja ili provedbe ovog Ugovora ili bilo kojeg povezanog dokumenta i izrade, zaključivanja, registracije ili izvršenja bilo kojeg osiguranja za zajam u mjeri u kojoj se to na njega primjenjuje.

Zajmoprimac je dužan platiti svu glavnicu, kamate, naknade i ostale iznose koji dospijevaju na temelju ovog Ugovora, i to bruto bez odbijanja bilo kakvih državnih ili lokalnih davanja bilo koje vrste, uz uvjet da će Zajmoprimac, ako je obvezan primijeniti takav odbitak, uvećati svoju isplatu Banci za iznos tako da nakon odbitka neto iznos koji će Banka primiti bude jednak iznosu dugovanja.

9.02 Ostali troškovi

Zajmoprimac snosi sve naknade, pristojbe i troškove, uključujući strukovne, bankarske i tečajne naknade i sve pristojbe, ako takve postoje, za pravne, tehničke i sve ostale nezavisne konzultante koje angažira Banka, a koje nastanu u vezi s pripremom, potpisivanjem, provođenjem, prisilnim izvršenjem i okončanjem ovog Ugovora ili bilo kojeg povezanog dokumenta, kao i bilo koje izmjene i dopune, dodatka ili odricanja u vezi s ovim Ugovorom ili bilo kojim povezanim dokumentom te prilikom izmjene i dopune, osnivanja, upravljanja, prisilnog izvršenja i realizacije bilo kojeg instrumenta osiguranja za zajam.

9.03 Povećanje troškova, naknade i prijeboj

(a) Zajmoprimac je dužan platiti Banci sve iznose i izdatke koji nastanu za Banku ili koje ona pretrpi zbog uvođenja bilo kakve izmjene (ili u tumačenju, provođenju ili primjeni) bilo kojeg zakona ili propisa ili usklađenosti s bilo kojim zakonom ili propisom, uvedene nakon datuma potpisivanja ovog Ugovora, u skladu s čime ili zbog čega (i) je Banka obvezna snositi dodatne troškove kako bi financirala ili izvršavala svoje obveze na temelju ovog Ugovora, ili zbog čega (ii) je bilo koji iznos koji se duguje Banci na temelju ovog Ugovora ili financijski prihod koji proizlazi iz Bančinog odobravanja kredita ili zajma Zajmoprimcu smanjen ili ukinut.

(b) Ne dovodeći u pitanje bilo koja druga prava Banke na temelju ovog Ugovora ili na temelju bilo kojeg drugog važećeg zakona, Zajmoprimac je dužan platiti naknadu Banci i smatrati Banku oslobođenom od odgovornosti za bilo koji gubitak koji nastane zbog bilo kojeg plaćanja ili djelomičnog plaćanja koje se bude odvijalo na način drugačiji od onoga koji je izričito naveden u ovom Ugovoru.

(c) Banka može prebiti neku dospjelu obvezu Zajmoprimca prema ovom Ugovoru (u mjeri u kojoj je Banka stvarni vlasnik) s bilo kojom obvezom (bez obzira je li dospjela ili nije) koju Banka ima prema Zajmoprimcu, bez obzira na mjesto plaćanja, poslovnicu knjiženja ili valutu takve obveze. Ako su obveze u različitim valutama, Banka u svom redovitom poslovanju u svrhe prijeboja može konvertirati svaku takvu obvezu prema tržišnom deviznom tečaju. Ako je bilo koja od tih obveza nelikvidirana ili neutvrđena, Banka je može prebiti u iznosu koji u dobroj vjeri procijeni iznosom te obveze.

ČLANAK 10.

Događaji neispunjavanja obveza

10.01 Pravo traženja prijevremene otplate

Zajmoprimac je dužan odmah otplatiti sav zajam ili neki njegov dio, uključujući zaračunatu kamatu i sve druge obračunate i nepodmirene iznose iz ovog Ugovora, na pisani zahtjev Banke, u skladu sa sljedećim odredbama.

10.01A **Zahtjev bez odgode**

Banka može takav zahtjev uložiti bez odgode:

(a) ako Zajmodavac na datum dospijeća ne otplati bilo koji iznos koji treba platiti u skladu s ovim Ugovorom u mjestu i u valuti u kojoj je iskazan da treba platiti, osim ako je (i) njegovo neplaćanje izazvano administrativnom ili tehničkom pogreškom ili događajem narušavanja i (ii) plaćanje se izvrši u roku od 3 (tri) radna dana od njegovog datuma dospijeća;

(b) ako bilo koja informacija ili dokument dostavljen Banci od ili u ime Zajmoprimca ili Nositelja ili bilo koje očitovanje, jamstvo ili izjava Zajmoprimca u primjeni ili u skladu s ovim Ugovorom ili u vezi s pregovorima oko ili izvršavanjem ovog Ugovora jesu ili se pokaže da su bili netočni, nepotpuni ili obmanjujući u bilo kojem značajnom pogledu;

(c) ako se nakon bilo kojeg neispunjavanja obveza u vezi s ovim Ugovorom, od Zajmoprimca traži ili se od njega može zahtijevati ili će, nakon isteka bilo kojeg važećeg ugovornog razdoblja počeka, biti zahtijevano ili će se moći od njega zahtijevati da prijevremeno otplati, podmiri, zatvori ili otkaže prije dospijeća takav drugi zajam ili obvezu koja proizlazi iz bilo koje financijske transakcije ili bilo koje preuzete obveze u pogledu bilo kojeg zajma, ili obveze koja proizlazi iz bilo koje financijske transakcije koja se otkazuje ili obustavlja;

(d) ako Zajmoprimac propusti izvršiti bilo koju obvezu u vezi s bilo kojim drugim zajmom koji mu je odobrila Banka ili s financijskim instrumentom koji je zaključen s Bankom;

(e) ako Zajmoprimac propusti izvršiti bilo koju obvezu u vezi s bilo kojim drugim zajmom koji mu je odobren iz sredstava Banke ili Europske unije;

(f) ako nastupi značajna negativna promjena, u usporedbi sa situacijom Zajmoprimca na datum ovog Ugovora; ili

(g) *ako je protuzakonito ili postane protuzakonito za Zajmoprimca da izvršava bilo koje svoje* obveze na temelju ovog Ugovora ili ovaj Ugovor nije pravovaljan u skladu s njegovim uvjetima ili Zajmoprimac tvrdi da nije pravovaljan u skladu s njegovim uvjetima.

10.01B **Zahtjev nakon opomene**

Banka može također uložiti takav zahtjev:

(a) ako Zajmoprimac ne ispuni bilo koju svoju obvezu na temelju ovog Ugovora koja nije obveza navedena u članku 10.01A; ili

(b) ako se bilo koja činjenica povezana sa Zajmoprimcem ili projektom navedena u Uvodnim odredbama značajno promijeni i ne bude u bitnom dijelu ispravljena te ako ta promjena utječe na interese Banke kao zajmodavca prema Zajmoprimcu ili negativno utječe na provedbu ili funkcioniranje projekta,

osim ako je neispunjenje ili okolnost koja je uzrokovala neispunjenje moguće ispraviti te se ispravi *u razumnom roku specificiranom u obavijesti koju Banka dostavi Zajmoprimcu.*

10.02 Ostala prava po zakonu

Članak 10.01 ne ograničava neko drugo pravo Banke koje ona ima po zakonu da zahtijeva prijevremenu otplatu Zajma.

10.03 Naknade

10.03A Tranše s fiksnom kamatnom stopom

U slučaju zahtjeva iz članka 10.01 u pogledu bilo koje tranše s fiksnom kamatnom stopom, Zajmoprimac je dužan Banci platiti traženi iznos zajedno s naknadom za prijevremenu otplatu na bilo koji iznos glavnice koji se treba prijevremeno otplatiti. Takva naknada za prijevremenu otplatu obračunava se od datuma dospijeća za plaćanje utvrđeno u obavijesti o zahtjevu Banke, a izračunava se kao da je prijevremena otplata izvršena na tako utvrđeni datum.

10.03B Tranše s promjenjivom kamatnom stopom

U slučaju zahtjeva iz članka 10.01 u pogledu bilo koje tranše s promjenjivom kamatnom stopom, Zajmoprimac je dužan Banci platiti traženi iznos zajedno s iznosom jednakim sadašnjoj vrijednosti od 0,15% (petnaest baznih bodova) godišnje, izračunato i obračunato na iznos glavnice koja se prijevremeno otplaćuje, na isti način na koji bi kamata bila izračunata i obračunata da je taj iznos ostao nepodmiren u skladu s izvornim planom otplate tranše, do datuma revizije/konverzije kamatne stope, ako bi ga bilo, ili datuma dospijeća.

Vrijednost se izračunava po diskontnoj stopi koja je jednaka stopi ponovnog angažmana koja se primjenjuje na svaki relevantni datum plaćanja.

10.03C Općenito

Iznosi koje Zajmoprimac duguje u skladu s ovim člankom 10.03 dospijevaju na naplatu na datum prijevremene otplate koji je utvrđen u zahtjevu Banke.

10.04 Neodricanje od prava

Nikakav propust ili kašnjenje Banke, odnosno jednokratno ili djelomično ostvarivanje njenih prava ili pravnih lijekova na temelju ovog Ugovora ne smije se tumačiti kao odricanje od takvog prava ili pravnog lijeka. Prava i pravni lijekovi predviđeni ovim Ugovorom su kumulativne naravi i ne isključuju nikakva zakonska prava i pravne lijekove predviđene zakonom.

ČLANAK 11.

Mjerodavno pravo i sudska nadležnost, razno

11.01 Mjerodavno pravo

Za ovaj Ugovor i sve neugovorne obveze koje proizlaze iz njega ili u vezi s njim mjerodavno je pravo Engleske.

11.02 Nadležnost

(a) Sudovi Engleske imaju isključivu sudsku nadležnost za rješavanje bilo kojeg spora („**spor**") koji proizađe iz ili u vezi s ovim Ugovorom (uključujući spor koji se odnosi na postojanje, valjanost ili okončanje ovog Ugovora ili na posljedice njegove ništetnosti) ili bilo koje neugovorne obveze koja proizađe iz ili u vezi s ovim Ugovorom.

(b) Stranke su suglasne da su sudovi Engleske najprimjereniji i najprikladniji sudovi za rješavanja sporova među njima i, sukladno tome, da neće to osporavati.

11.03 Punomoćnik za primanje pismena

Ne dovodeći u pitanje bilo koji drugi način usluge dopušten na temelju bilo kojeg mjerodavnog prava, Zajmoprimac ovime neopozivo imenuje Veleposlanstvo Republike Hrvatske u Ujedinjenoj Kraljevini Velike Britanije i Sjeverne Irske kao svoga punomoćnika koji će u ime Zajmoprimca zaprimati sva pismena, obavijesti, naloge, presude ili druge pravne dokumente. Ako punomoćnik za primanje pismena pravodobno ne obavijesti Zajmoprimca, Zajmoprimac je suglasan da to neće imati utjecaj na postupak na koji se odnosi.

Banka ovime imenuje The Security Management Trust Limited of 8 Lothbury, London, England kao svoga punomoćnika u svrhu prihvaćanja usluge pravnog postupka.

11.04 Mjesto izvršenja

Ako Banka nije izričito drukčije dogovorila pisanim putem, mjesto izvršenja na temelju ovog Ugovora bit će sjedište Banke.

11.05 Dokaz o dospjelim iznosima

U svakom sudskom postupku koji proizlazi iz ovog Ugovora, potvrda Banke o nekom dospjelom iznosu koji treba platiti Banci na temelju ovog Ugovora, predstavlja, u nedostatku očite pogreške, prima facie dokaz o takvom iznosu ili omjeru.

11.06 Prava trećih osoba

Osoba koja nije stranka nema pravo na temelju Zakona o ugovorima (Prava trećih osoba) iz 1999. izvršiti ili uživati koristi od bilo kojeg uglavka ovog Ugovora.

11.07 Cjelokupan sporazum

Ovaj Ugovor predstavlja cjelokupan sporazum između Banke i Zajmoprimca u vezi s davanjem kredita na temelju ovog Ugovora i ukida sve prijašnje sporazume, bez obzira da li su oni izraženi ili se podrazumijevaju, u pogledu iste materije.

11.08 Ništavnost

Ako u bilo kojem trenutku bilo koji uglavak ovog Ugovora jest ili postane nezakonit, nevažeći ili neizvršiv u bilo kom pogledu, ili ovaj Ugovor je ili prestane proizvoditi učinak u bilo kom pogledu, na temelju zakona bilo koje nadležnosti, takva nezakonitost, ništavnost, neizvršivost ili nepravovaljanost ne utječu na:

(a) zakonitost, valjanost ili izvršnost u toj sudskoj nadležnosti bilo kojeg drugog uglavka ovog Ugovora ili učinkovitost u bilo kom drugom pogledu ovog Ugovora u toj nadležnosti; ili

(b) zakonitost, valjanost ili izvršnost u drugoj nadležnosti toga ili bilo kojeg drugog uglavka Ugovora ili učinkovitost ovog Ugovora na temelju zakona takvih drugih nadležnosti.

11.09 Izmjene i dopune

Bilo koja izmjena i dopuna ovog Ugovora biti će u pisanom obliku i, osim onoga što je određeno člankom 1.08 B u vezi s postupcima dodjele sredstava, uz suglasnost između Banke i Zajmoprimca, a potpisat će ju stranke ovog Ugovora.

11.10 Primjerci

Ovaj Ugovor može biti sastavljen u bilo kojem broju primjeraka, a svi uzeti zajedno predstavljaju jedan i isti instrument. Svaki primjerak je izvornik, ali svi primjerci zajedno predstavljaju jedan i isti instrument.

ČLANAK 12.

Završne odredbe

12.01 Obavijesti bilo kojoj stranci

Obavijesti i ostala priopćenja dana prema ovom Ugovoru upućene bilo kojoj stranci ovog Ugovora trebaju se poslati na adresu ili broj telefaksa kako je navedeno dolje, ili na drugu adresu ili broj telefaksa o kojoj jedna stranka prethodno obavijesti drugu pisanim putem:

Za Banku:	Operations Directorate Adriatic Sea Department Lending Operations in Slovenia, Croatia and Western Balkans 100, boulevard Konrad Adenauer L-2950 Luxembourg Fax br.: +352 4379 67487
Za Zajmoprimca: Ministarstvo financija:	Na pažnju: Ministarstvo financija Katančićeva, 5 10000 Zagreb Hrvatska Fax br.: +38514922583
Ministarstvo regionalnoga razvoja i fondova Europske unije:	Na pažnju: Ministarstvo regionalnoga razvoja i fondova Europske unije Račkoga, 6 10000 Zagreb Hrvatska Fax br.: +38516400644

Radi otklanjanja nedoumica, sve obavijesti i ostala priopćenja koje Banka dostavlja Zajmoprimcu na temelju ovog Ugovora potrebno je poslati Ministarstvu financija uz slanje preslike Ministarstvu regionalnoga razvoja i fondova Europske unije, a sve obavijesti i druga priopćenja koje Banka dostavlja Nositelju na temelju ovog Ugovora šalju se u Ministarstvo regionalnoga razvoja i fondova Europske unije uz slanje preslike Ministarstvu financija.

Radi otklanjanja nedoumica, sve obavijesti i ostala priopćenja koje Nositelj dostavlja Banci na temelju ovog Ugovora, potrebno je poslati preko i uz davanje preslike Ministarstvu financija, a sve obavijesti i druga priopćenja koje Zajmoprimac dostavlja Banci na temelju ovog Ugovora šalju su u Ministarstvo financija uz slanje preslike Ministarstvu regionalnoga razvoja i fondova Europske unije.

12.02 Oblik obavijesti

Svaka obavijest ili drugo priopćenje dano prema ovom Ugovoru mora biti u pisanom obliku.

Obavijesti i ostala priopćenja, za koje se u ovom Ugovoru utvrđuju fiksni rokovi ili koje u sebi sadrže fiksne rokove koje obavezuju primatelje, šalju se osobnom dostavom, preporučenim pismom ili telefaksom. Za takve obavijesti i poruke smatra se da ih je druga stranka primila na datum dostave kad se radi o osobnoj dostavi ili preporučenom pismu ili po primitku prijenosa kad se radi o telefaksu.

Ostale obavijesti i poruke mogu se poslati osobnom dostavom, preporučenim pismom, ili telefaksom.

Bez utjecanja na valjanost bilo koje obavijesti dostavljene telefaksom prema stavcima gore, primjerak svake obavijesti dostavljene faksimilom također će biti poslan pismom dotičnoj stranci najkasnije prvog sljedećeg radnog dana.

Obavijesti koje izda Zajmoprimac u skladu s bilo kojom odredbom ovog Ugovora trebaju se, ako tako traži Banka, dostaviti u Banku zajedno s prihvatljivim dokazima o ovlaštenju osobe ili osoba ovlaštenih za potpisivanje takve obavijesti u ime Zajmoprimca i s ovjerenim uzorkom potpisa takve osobe ili osoba.

12.03 Uvodne odredbe i Prilozi

Uvodne odredbe i sljedeći Prilozi čine dio ovog Ugovora:

Prilog A	Specifikacija projekta i izvještavanje
Prilog B	Definicija EURIBOR-a
Prilog C	Obrasci za Zajmoprimca
Prilog D	Revizija i konverzija kamatne stope
Prilog E	Potvrde Zajmoprimca

12.04 Stupanje na snagu

Ovaj Ugovor stupa na snagu datumom stupanja na snagu zakona o njegovom potvrđivanju.

U POTVRDU TOGA, stranke su sklopile ovaj Ugovor u 4 (četiri) izvornika na engleskom jeziku te su parafirale svaku stranicu ovog Ugovora.

U Zagrebu, 30. ožujka, 2015.

Potpisano za i u ime	Potpisano za i u ime
REPUBLIKE HRVATSKE	EUROPSKE INVESTICIJSKE BANKE
ministar financija	potpredsjednik zadužen za malo i srednje poduzetništvo
Boris LALOVAC, v.r.	Dario SCANNAPIECO, v.r.

Prilog A

Specifikacija projekta i izvještavanje

A.1 Tehnički opis (članak 6.02)

A.1.1 Svrha, lokacija

Ovaj projekt, strukturiran kao zajam strukturnog programa, bit će potpora hrvatskom Sporazumu o partnerstvu (SP) i odabranim investicijama za jedan operativni program (OP), Operativni program Konkurentnost i kohezija 2014.-2020. (OPCC). Intervencije koje će financirati Banka usredotočit će se uglavnom, ali ne isključivo, na sljedeće sektore: promet, energetiku, okoliš, zdravlje, istraživačku i razvojnu infrastrukturu, zaštitu prirode, socijalnu infrastrukturu, informacijske i komunikacijske tehnologije, urbanu regeneraciju, vodu i otpad. OPCC može uključivati 41 veliki projekt na temelju indikativnog popisa velikih projekata koji je priložen ovom Ugovoru. Ako je primjenjivo, veliki projekti u sektoru prometa koji koriste potporu Instrumenta za povezivanje Europe („**CEF**") i i koje provodi nositelj također mogu biti financirani na temelju ovog Ugovora

A.1.2 Opis

Projekt će financirati odabrane investicije u okviru prioritetnih osi OPCC-a:

1. Jačanje gospodarstva primjenom istraživanja i inovacija
2. Korištenje informacijskih i komunikacijskih tehnologija
3. Poslovna konkurentnost
4. Promicanje energetske učinkovitosti i obnovljivih izvora energije
5. Klimatske promjene i upravljanje rizikom
6. Zaštita okoliša i održivost resursa
7. Povezanost i mobilnost
8. Socijalna uključenost i zdravlje
9. Obrazovanje, vještine i cjeloživotno učenje
10. Tehnička pomoć

A.1.3 Kalendar

Očekuje se da će se projekti provesti u programskom razdoblju 2014.-2020. i da će biti dovršeni najkasnije do kraja 2023. Pri tome se uzimaju u obzir pravila iz Uredbe o zajedničkim odredbama koje se odnose na završetak projekata.

A.1.4 Opće odredbe

Prihvatljive kategorije. Banka će općenito dodijeliti svoja sredstva samo prihvatljivim investicijskim projektima koji su ekonomski, tehnički i financijski opravdani te ekološki pouzdani. Svi investicijski projekti moraju poštivati zakonodavstvo Europske unije o okolišu, nabavi i državnim pomoćima kao i poštivati načela i norme iz Izjave Banke o politici zaštite okoliša.[1]

Banka će provjeravati prihvatljivost za financiranje EIB-a u fazi dodjele sredstava prema donjem popisu i uobičajenim kriterijima prihvatljivosti Banke.

Banka zadržava pravo preispitivanja postupka dodjele sredstava s obzirom na napredovanje Projekta.

Opća izuzeća. Sljedeći troškovi nisu prihvatljivi za financiranje od strane EIB-a: PDV i drugi porezi i davanja, stjecanje zemljišta, kupovina zgrada, održavanje i drugi operativni troškovi, stjecanje polovne imovine, kamate akumulirane na zajmovima kojima se financira izgradnja zgrada ili razvoj, kupovina dozvola za korištenje ne-generiranih javnih sredstava (npr. telekomunikacijske dozvole), patenti, *brandovi* i žigovi. Čisto financijske transakcije također nisu prihvatljive.

Isključeni sektori:

- Proizvodnja i distribucija oružja i municije, naoružanja i vojne opreme
- Proizvodnja i distribucija duhanskih ili alkoholnih proizvoda
- Djelatnosti kockanja i klađenja
- Objekti za pritvaranje osoba/lišavanje slobode, npr. zatvori, policijske postaje, škole sa skrbničkim funkcijama
- Sektori i djelatnosti s jakom etičkom dimenzijom, za koje se smatra da imaju značajan reputacijski rizik

Urbani razvoj
Svi investicijski projekti povezani s određenim urbanim područjem morat će se pridržavati instrumenata urbanog i teritorijalnog planiranja, imati razumne troškove i biti cjeloviti (a ne da su samo komponenta nekog velikog investicijskog projekta), ali i doprinositi globalnom djelovanju u okviru urbanizacije.

A.1.5 Postupci dodjele sredstava

Sredstva Banke dodijelit će se investicijskim projektima koji su sufinancirani sredstvima Europske unije na temelju OPCC-a, uz postupke prilagođene veličini investicijskog projekta i u skladu s važećim postupcima okvirnog zajma.

a) Prihvatljive investicijske projekte s investicijskim troškom manjim od 25 milijuna eura odabire Nositelj. Ti odabiri podliježu *ex-post* potvrdi prihvatljivosti od strane službi Banke. Nositelj treba dostaviti zahtjev za dodjelu sredstava na obrascu koji zahtjeva Banka (kako je utvrđeno u A.1.6.2).

b) Prihvatljivi investicijski projekti s troškom između 25 milijuna eura i 50 milijuna eura dostavljaju se Banci *ex-ante* radi odobrenja prije financiranja, korištenjem obrasca utvrđenog u A.1.7 ili u studiji izvedivosti. Banka zadržava pravo tražiti dodatne informacije; ako se ocjeni potrebnim, poduzet će se djelomična ili dubinska procjena investicijskog projekta.

[1] http://www.eib.org/attachments/strategies/eib_statement_esps_en.pdf, ili bilo koja poveznica na internetsku stranicu koja bude uslijedila nakon ove.

c) Prihvatljivi investicijski projekti čiji je trošak veći od 50 milijuna obrađuju se, u načelu, kao posebni zajmovi te ih službe Banke i ocjenjuju posebno. Takvi investicijski projekti podliježu odobrenju prije dodjele sredstava. Nositelj je dužan dostaviti dokumentaciju koju, po svome nahođenju, zatraži Banka, na način koji sama naznači Nositelju, ovisno o pojedinačnom slučaju.

d) Nositelj bi trebao dostaviti zajedno sa zahtjevom za dodjelu sredstava sljedeću dokumentaciju koja dokazuje usklađenost predmetnih investicijskih projekata s propisima zaštite okoliša:

- za investicijske projekte za koje je potrebna PUO, bilo ne-tehnički sažetak PUO-a ili poveznicu na javnu verziju ne-tehničkog sažetka PUO-a ili istovjetan dokument, zajedno s preslikom odgovarajuće suglasnosti koja pokazuje da su provedene javne konzultacije te da su njihovi rezultati uzeti u obzir. Nositelj ne smije EIB-u podnositi zahtjev za dodjelu sredstava za investicijske projekte koji zahtijevaju PUO procjenu u skladu s pravom Europske unije i nacionalnim pravom, bez da je prethodno dobio suglasnost nadležnog tijela.
- za investicijske projekte koji podliježu procjeni, ali nemaju značajnog utjecaja, ni potencijalnog ni vjerojatnog, na lokalitet koji je od važnosti za očuvanje prirode (Natura 2000 ili neki drugi), očitovanje nadležnog tijela da su investicijski projekti usklađeni s Direktivom Europske unije o staništima i Direktivom Europske unije o pticama (bilo Obrazac A prema Prilogu A.1.8. ili njegov ekvivalent ili pojednostavljeno očitovanje /popis investicijskih projekata koje je potpisalo nadležno tijelo, potvrđujući time da niti jedan investicijski projekt nema značajan utjecaj na bilo koje zaštićeno područje). Nositelj ne smije EIB-u podnositi zahtjev za dodjelu sredstava za investicijske projekte koji zahtijevaju procjenu biološke raznovrsnosti u skladu s pravom Europske unije i nacionalnim pravom, bez da je prethodno dobio suglasnost nadležnog tijela.
- za investicijske projekte sa značajnim utjecajem, potencijalnim ili vjerojatnim, na lokalitet koji je od važnosti za očuvanje prirode, Obrazac B prema Prilogu A.1.8. - ili njegov ekvivalent - treba ga potpisati nadležno tijelo i treba biti dostavljen Banci zajedno s mišljenjem Komisije EU-a (ako to zahtijeva članak 6. stavak 4. Direktive o staništima).

e) Nositelj je dužan pohraniti odgovarajuće dokumente (uključujući i studije o utjecaju na okoliš koje se odnose na PUO, ne-tehničke sažetke PUO-a, procjene prirode/biološke raznolikosti, ili istovjetne dokumente koji dokazuju usklađenost s Direktivom o staništima i Direktivom o pticama) i održavati ih ažurnima, a i dostaviti Banci na njen zahtjev. U slučaju da EIB zatraži takvu dokumentaciju, Nositelj je dužan odmah dostaviti sve zatražene dokumente.

d) Uz zahtjev za dodjelu sredstava za sva ulaganja u linijski prijevoz u okviru sektora prometa (ceste i željeznice), vodnog sektora te sektora upravljanja otpadom, s projektnim troškom manjim od 25 milijuna eura, moraju se priložiti tablice sukladno A.1.6.3, A.1.6.4, A.1.6.5 ili A.1.6.6.

Sve informacije dostavljaju se Banci u elektroničkom obliku, a tablice u tabličnim kalkulatorima (eng. *spreadsheets*).

Banka zadržava pravo pregledati, na sredini razdoblja, postupke dodjele sredstava s obzirom na napredovanje Projekta, zajedno s Nositeljem.

A.1.6.1 Sažeta tablica izvješća o dodjeli sredstava po prioritetima

DODJELA BR. ______ *X*
DATUM: *DD/MM/YYYY*

Naziv EIB Operacije: PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014. – 2020. GODINE (SPL)
Broj EIB Operacije: 2014-0375

Valuta: EUR

SAŽETA TABLICA DODJELE SREDSTAVA (ZA SVE INVESTICIJSKE PROJEKTE UKLJUČENE U OPERACIJU EIB-a
ISPLATE (kumulativno do DD/MM/YYYY)

Datum tranše EIB-a *DD/MM/YYYY*	Iznos (EUR)	Postotak Tranše EIB-a dodijeljen projektima (%)	Postotak Tranši EIB-a isplaćen krajnjim korisnicima
datum x			
...			
...			
Sadašnji (posljednji) zahtjev			
Ukupno			

DODJELE (kumulativno do DD/MM/YYYY)

Operativni programi i prioriteti	Ukupno (prihvatljivo) troškovi (EUR '000)	EU doprinos (EUR '000)	Središnja država (EUR '000)	Druga sredstva (EUR '000)	Broj inv. proje.	Opseg inv. projekata ukupno trošak	
						Najniži (EUR) '000)	Najviši (EUR '000)
Operativni program Konkurentnost i kohezija							
Projekt EIB							
Od čega sredstva EIB-a dodijeljena (EUR '000)							
Ukupna sredstva EIB-a isplaćena Krajnjim korisnicima (EUR '000)							

Odgovorna osoba: ______ *<Ime i prezime>*
<Funkcija>
<Direkcija>
Ministarstvo regionalnoga razvoja i fondova Europske unije

Potpis: ______ ....
Datum: *DD/MM/YYYY*
Mjesto: Zagreb, Hrvatska

A.1.6.2 Obrazac za praćenje (Zahtjev za dodjelu sredstava)

Projekt EIB-a PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014 - 2020 GODINE (SPL)

Upravljačko tijelo (sektor)

Ident oznaka	Prioritetna os/ključno područje	Lokacija (županija/ općina)	Krajnji korisnik (naziv i vrsta)	Opis projekta	Poštivanje propisa za zaštitu okoliša		Faza provedbe	Datumi početka/dovršetka		Ukupno prihvatljivi troškovi		Sredstva EU-a (CF, ERDF)		Državni doprinos (financiran preko zajma EIB-a)		Ostali doprinosi	ERR
					PUO	Očuvanje prirode (Natura 2000)											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
									Ukupno								

Napomene s objašnjenjima:

(4) Naziv i vrsta krajnjeg korisnika država, općina/grad, privatni, NVO itd

(6) Molimo navesti NE PUO nije potrebna, S-O projekt Aneks II isključen (*screened out*), DA projekt Aneks I ili Aneks II uključen (*screened in*) Ako DA, priložiti kopiju ne-tehničkog sažetka kod dodjele sredstava ili čim bude dostupan

(7) Odnosi se na Natura 2000 ili druga područja staništa od međunarodne ili nacionalne važnosti Molimo navesti NE Procjena nije potrebna, NZU – nema značajnog utjecaja Procjena obavljena nema značajnog utjecaja, ZU (značajan utjecaj), Procjena obavljena, značajan utjecaj – molimo priložiti Obrazac B kod dodjele sredstava ili kada bude dostupna, ali prije dodjele bilo kojih sredstava EIB-a za projekt

(8) Molimo navesti fazu provedbe projekta na datum podnošenja (studija izvedivosti, idejni projekt, provedba, dovršeno itd)

(9), (10) Molimo navesti najnovije predviđene datume početka i dovršenja projekta

(11) Procijenjeni početni ukupni prihvatljivi troškovi projekta (prema izvješću poslanom EK, fiksno u vrijeme podnošenja zahtjeva za dodjelu sredstava, ovaj iznos treba ostati nepromijenjen do kraja programa)

(12) Najnovija procjena treba je ažurirati pri svakom zahtjevu za dodjelu sredstava

(13)-(16) Slično kao 11, odnosno 12

(17) Ostali doprinosi svi preostali doprinosi države, regije, grada/općine, korisnika itd

(18) Procijenjeni ERR projekti u vrijeme dodjele sredstava u slučaju *ex-ante*, u vrijeme odobrenja od strane upravljačkog tijela u slučaju *ex-post* (kada je primjenjivo)

A. 1.6.3. Obrazac za cestovne investicijske projekte

Projekt: PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014. - 2020. GODINE (SPL)

Oper. br. 2014-0375: Ugovor br.:

Ref br projekta	Naziv investicijskog projekta	Upravljačko tijelo (1)	Cesta br	Vrsta ceste (2)	Cesta		Trošak (000 EUR)	Trošak/km	AADT (3)	Promet/ % HGV (4)	Vrsta radova/vrsta oštecenja (5)	Očekivano razdoblje gradnje	Obrazloženje/ Napomene/ ERR
					Širina(m)	Dužina (km)							
UKUPNO							0						

Legenda

1	*Provedbeno tijelo*	Npr NDS, regija, grad/opcina (naziv), druga cestovna organizacija (naziv) itd
2	*Vrsta ceste*	Broj traka (npr 2x1, 2x2, 3x2, itd)
3	*PGDP (AADT)*	Prosječan godišnji dnevni promet (vozila po danu)
4	*HGV*	Vozila za teške terete
5	*Vrsta radova*	1 Presvlačenje, 2 Sanacija, 3 Rekonstrukcija, 4 Modernizacija, 5 Nova izgradnja (novo poravnanje), 6 sigurnosna poboljšanja Kvarovi/oštecenja prema standardnim šiframa koje su u upotrebi i koje su osvojila nacionalna tijela nadležna za ceste
6	Obrazloženje Napomene/ ERR	A – povecanje sigurnosti cestovnog prometa i unapređenja okoliša B – povecanje razine usluge (kapacitet prometa/protočnost) C – povećanje nosivosti Ekonomska stopa povrata (ERR) – ako se obavlja

A. 1.6.4. Obrazac za željezničke investicijske projekte
Projekt: PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014. - 2020. GODINE (SPL)

Oper. br. 2014-0375: **Ugovor br.:**

Ref br projekta	Naziv investicijskog projekta	Šifra dionice pruge	Provedbeno tijelo (1)	Dionica pruge		Trošak (000 EUR)	Trošak/km	Promet (2)	%Teretni promet	Vrsta radova (3)	Ocekivano razdoblje gradnje	Obrazlo-ženje/ Napome -ne/ ERR (4)
				Broj kolosijeka	Dužina (km)							
UKUPNO						0						

Legenda

1	*Provedbeno tijelo*	npr željeznička organizacija (naziv), privatna željeznička tvrtka (naziv) itd
2	*Promet*	Putnički kilometri
3	*Vrsta radova*	1 Sanacija, 2 Modernizacija, 3 Rekonstrukcija, 4 Signalizacija, 5 Elektrifikacija, 6 Nova izgradnja (novo poravnanje), 7 Telekomunikacije, 8 Kolosijeci
4	*Obrazloženje/Napomene/ERR*	A – povecanje sigurnosti cestovnog prometa i unaprjeđenje okoliša B – povecanje razine usluge (kapacitet prometa/protočnost) C – povecanje nosivosti Ekonomska stopa povrata (ERR) – ako se obavlja

A1.6.5. Obrazac za investicijski projekte u vodnom sektoru

Projekt : PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014. - 2020. GODINE

Oper. br 2014-0375 **Ugovor br.:**

Ref. br. projekta	Naziv investicijskog projekta	Provedbeno tijelo (1)	Vrsta projekta (2)	Vodoopskrba						Obrada i prikupljanje otpadnih voda						Ukupan trošak (000EUR)i	Očekivano razdoblje izgradnje
				Dužina cjevovoda m 3	Kapacitet WTP (m3/d) (4)	Priključci (nbr,) (5)	Stanovništvo koje će imati koristi (domaćinstva) (6)	Glavna vrsta radova (7)	Trošak vodoopskrbe (000 EUR)	Dužina sustava odvodnje (3)	Kapacitet WWTP (PE) (4)	Priključci (nbr.)(5)	Stanovništvo koje će imati koristi (domaćinstva) (6)	Glavna vrsta radova (7)	Trošak otpadnih voda (000 EUR)		
1	2	3	4													17	18
UKUPNO															0		

Legenda

1	Provedbeno tijelo	Naziv komunalnog društva
2	Vrsta projekta	W: vodoopskrba, WW: otpadne vode W+WW: vodoopskrba i otpadne vode
3	Dužina	Dužina novoizgrađenih ili saniranih cijevi (bez dužine kućnih priključaka)
4	Kapacitet WTP	Kapacitet novoizgrađenog postrojenja ili sanacije. Sve vrste obrade vode, uključujući jednostavne tretmane na izvoru ili bunaru (klorinacija, aeracija itd.)
5	Kućni priključci	Novi kućni priključci, i proširenje i sanacija postojećih priključaka
6	Stanovništvo koje će imati koristi	Gradsko ili ruralno stanovništvo koje će imati koristi od komponente projekta, u broju povezanih domaćinstava
7	Glavne vrste radove	N: nova izgradnja (proširenja); R: Sanacija ili rekonstrukcija postojeće infrastrukture

A.1.6.6 Obrazac za investicijske projekte iz sektora otpada

Projekt: PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014. - 2020. GODINE

Oper. Br.: 2014-0375

Ugovor br.:

Ref br Projekta	Naziv investicijskog projekta	Subjekt za provedbu	Projektni zahtjev					Opis projekta						Trenutni status pripreme i odobrenja	Očekivano razdoblje izgradnje
			Opslužene regije	Opsluženo stanovništvo	Ukupno generirani kruti komunalni otpad (kt/ god)	Ciljane vrste otpada	Ciljani protok otpada (kt/ god)	Glavne komponente projekta (1)	Tehnički opseg postrojenja za obradu (2)	Vrsta proizvodnje koja se proizvodi u postrojenjima za obradu	Udaljenost od mjesta projekta do glavnog opsluženog populacijskog centra	Udaljenost od mjesta projekta do najbližeg RCGO	Ukupan trošak ulaganja (m EUR)		
												UKUPNO	0		

Bilješke

1 *Navedite komponente, tj vrste i broj opreme za prikupljanje, vrste postrojenja za obradu i kapacitet, kapacitet odlagališta*

2 *Opišite tehnički opseg, tj vrstu postrojenja za obradu, konfiguraciju MB postrojenja*

A 1.7 Sažetak projekta za investicijske projekte s troškom između 25m EUR i 50m EUR

SAŽETAK PROJEKTA

PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014. - 2020. GODINE (SPL) / A

2014-0375

Naziv Investicijskog projekta	Nositelj Investicijskog projekta
	Lokacija:
Referentni broj Investicijskog projekta:	Sektor:
Provedbeno tijelo:	Vrsta: novi projekt/ produženje/ obnova
	Datum:
	Potpis Nositelja :
Kontakt osoba:	
Kontakt (e-mail, telefon):	

1. **Investicijski projekt**

1.1 Pozadina

1.2 Razlozi za realizaciju Projekta i ključni ciljevi

1.3 Tehnički opis Projekta uključujući relevantne glavne dimenzije i kapacitete

1.4 Tijelo/tijela odgovorno/a za koncepciju, izgradnju i nadzor projekta

1.5 Investicijski trošak (ukupno) u EUR

Projektiranje i nadzor	-
Zemljišta	-
Građevinski radovi (izgradnja)	-
Oprema	-
Razno	-
Nepredviđene tehničke okolnosti	-
Nepredviđena povećanja cijena (...% godišnje povećanje), ako je primjenjivo	-
Kamata kumulirana na zajam tijekom izgradnje	-
Ukupno	**-**

1.6 **Prilog o očekivanim izdacima** (u EUR)

Godina	2014.	2015.	2016.	+n	Ukupno
EUR					

1.7 **Očekivani tehnički/ekonomski vijek trajanja projekta (godine)**

1.8 ***Razdoblje provedbe (datumi, mjesec, godina)***

a) Početak

b) Dovršenje

1.9 **Ovlaštenje potrebno za provedbu/rad projekta**

Molimo, navedite naziv ili nazive tijela koje/koja izdaje/izdaju relevantnu(e) dozvolu(e) i je (jesu) li odobrenje (odobrenja) bilo/bila izdano/izdana. Ako dozvole nisu izdane, navedite očekivani datum.

1.10 **Radna mjesta na koja investicija utječe**

Broj radnih mjesta koja će se otvoriti, osigurati ili zatvoriti kao posljedica projekta

a) tijekom izgradnje:	
b) nakon izgradnje (rad i održavanje) – osigurano:	

1.11 **Fizički pokazatelji**

Molimo, navedite (kvantificirajte) planirani fizički *output*/rezultat Projekta.

Naziv i definicija pokazatelja	Polazna vrijednost (godina)	Ciljana vrijednost (godina)
a) ...		
b)		
c)		

1.12 **Nabava**

Vrsta i detalji o nadmetanju/nadmetanjima

1.13 **Utjecaji na okoliš**

a) Molimo ukratko objasniti učinke projekta na okoliš.

b) Ima li projekt neke osobite rizike ili koristi za okoliš?

c) Usklađenost sa zahtjevima u pogledu zaštite okoliša (lokalnim i nacionalnim zahtjevima, zahtjevima EU) i sažeti opis donesenih mjera ublažavanja, ako takve postoje; navesti je li potrebna PUO i je li lokacija projekta unutar ili utječe na lokalitete Natura 2000, ili slično – u potvrdnim slučajevima, molimo navesti informacije o dotičnoj procjeni i administrativnim odlukama za takve projekte. Službe Banke mogu zatražiti dodatne informacije (kao što je primjerak ne-tehničkog sažetka PUO-a, analiza učinka na lokalitete Natura 2000 ili slično).

1.14 **Djelovanje (stavljanje u pogon) i održavanje objekata:**

a) Organizacija zadužena za djelovanje (stavljanje u pogon) i održavanje investicijskog projekta;

b) Troškovi djelovanja (stavljanja u pogon) i održavanja te raspoloživi proračun za djelovanje (stavljanje u pogon) i održavanje.

1.15 Ekonomski i financijski aspekti

a) broj stanovnika kojeg investicijski projekt opslužuje, ili druge relevantne analize potražnje (npr. promet);

b) Ako je primjenjivo, sažetak analize troškova i koristi (*cost-benefit* analize) ili analize ekonomske opravdanosti;

c) Ako je primjenjivo, mehanizam naplate troškova (hoće li korisnici morati davati doprinos za trošak investicijskog projekta? Kakva je tarifna (cjenovna) politika?).

2. <u>Sveukupni zaključci i preporuke</u>

Mjesto:

Datum

Nositelj:

Odgovorna osoba:

A.1.8 A/B obrasci u skladu s Direktivama EU-a o staništima i o pticama

I. DIO – OBRAZAC A- DIO 1

Obrazac A – Ocjena prihvatljivosti sukladno članku 6. stavak 3. nije bila potrebna

IZJAVA TIJELA NADLEŽNOG ZA PRAĆENJE STANJA NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE[2]

Nadležno tijelo: ....,

nakon što je ispitalo prijedlog projekta[3] ....

koji će se izvoditi na području:. ....

izjavljuje kako nije izgledno da će projekt imati značajan utjecaj na područje iz mreže NATURA 2000 iz sljedećih razloga:

Stoga se smatra kako ocjena prihvatljivosti propisana člankom 6. stavak 3. nije potrebna.

U prilogu je sadržan zemljovid u mjerilu 1:100.000 (ili najbližem mogućem mjerilu) koji prikazuje lokaciju projekta kao i zahvaćena područja iz mreže NATURA 2000, ako takva postoje.

Datum (dd/mm/gggg):

Potpis:

Ime i prezime:

Dužnost:

---

2 Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima.

3 Uzimajući u obzir zahtjeve iz članka 6. stavak 3 Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore.

Organizacija:

(Tijelo nadležno za praćenje stanja na područjima iz mreže NATURA 2000)

Službeni pečat:

II. DIO – OBRAZAC A- DIO 2

Obrazac A – Procjena utjecaja na područje NATURA 2000 – Nema rizika značajnog utjecaja

IZJAVA TIJELA NADLEŽNOG ZA PRAĆENJE STANJA NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE[4]

Nadležno tijelo ....,

nakon što je ispitalo prijedlog projekta[5] ....,

koji će se izvoditi na ....,

izjavljuje kako, slijedom ocjene prihvatljivosti propisane člankom 6. stavak 3. Direktive 92/43/EEZ, projekt neće imati značajnih utjecaja na područje od važnosti za zaštitu prirode[1].

Molimo vas da iznesete sažetak zaključaka ocjene prihvatljivosti obavljene sukladno članku 6. stavak 3. Direktive 92/43/EEZ:

Molimo vas da iznesete sažeti prikaz mjera ublažavanja neophodnih za potrebe projekta:

U prilogu je sadržan zemljovid u mjerilu 1:100.000 (ili najbližem mogućem mjerilu) koji prikazuje lokaciju projekta kao i područje od važnosti za zaštitu prirode.

Potpis:

Ime i prezime i dužnost:

Organizacija (tijelo nadležno za praćenje stanja na područjima iz mreže NATURA 2000)

Službeni pečat:

---

[4] Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima.

[5] Uzimajući u obzir zahtjeve iz članka 6. stavak 3. Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore.

Obrazac B – Rizik značajnog utjecaja – *FORM B*

PODACI TIJELA NADLEŽNOG ZA PRAĆENJE STANJA NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE[6]

Nadležno tijelo ....,

nakon što je ispitalo[7] prijedlog projekta ....,

koji će se izvoditi na području ....

iznosi sljedeće podatke i dokumentaciju koja se Europskoj komisiji dostavlja (označiti odgovarajuće polje):

na uvid (čl. 6. st. 4.(1)) ☐ na davanje mišljenja (čl. 6. st. 4.(2)) ☐

Država članica:
Nadležno domaće tijelo:
Adresa:
Osoba za kontakte :
Tel., faks, e-pošta:
Datum:
Sadrži li obavijest osjetljive podatke? Ako sadrži, molimo da ih naznačite i obrazložite.

[6] Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima.

[7] Uzimajući u obzir zahtjeve iz članka 6 stavak 4 Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore.

1. PLAN ILI PROJEKT

Naziv plana/projekta:

Predlagatelj:

Sažetak plana ili projekta koji ima utjecaj na predmetno područje:

Opis i lokacija projektnih sastavnica i djelatnosti s potencijalnim učincima, uz točnu naznaku pogođenih područja (uključujući zemljovide):

2 OCJENA NEGATIVNIH UTJECAJA[8]

Naziv i oznaka pogođenog (pogođenih) područja iz mreže Natura 2000

Molimo vas da označite odgovarajuće polje

☐ područje posebne zaštite (**SPA**) prema Direktivi o pticama

☐ područje posebne zaštite/posebno područje zaštite (**SCI/SAC**) prema Direktivi o staništima

☐ područje na kojem se **nalazi** neko **prioritetno** stanište/vrsta

☐ ***pogođena*** su ***prioritetna*** staništa/vrste

☐ močvarno područje od međunarodne važnosti, koje je kao takvo određeno sukladno **Ramsarskoj konvenciji** ili ispunjava uvjete za takvu zaštitu

☐ područje uvršteno u najnoviji popis **područja važnih za ptice** (IBA) ili (ako postoji) kakav istovrijedan iscrpniji znanstveni popis prihvaćen od domaćih nadležnih tijela

☐ područje na koje se primjenjuje **Bernska konvencija** o zaštiti europskih divljih vrsta i prirodnih staništa (čl 4), a osobito područje koje ispunjava kriterije **Smaragdne mreže**

☐ područja zaštićena domaćim propisima o zaštiti prirode

Ciljevi očuvanja područja i ključne značajke koje doprinose njegovoj cjelovitosti

Staništa i vrste koje će biti pogođene štetnim posljedicama (npr naznaka njihove reprezentativnosti i, ako je primjenjivo sukladno čl 17 , stanja njihove očuvanosti i stupnja izoliranosti te njihovih uloga i funkcija na predmetnom području)

8 Napomena Naglasak treba staviti na očekivane štetne utjecaje na staništa i vrste zbog kojih je predmetno područje predloženo za uvrštenje u mrežu Natura 2000 Potrebno je navesti sve podatke koji bi mogli biti bitni u svakom pojedinom slučaju, ovisno o utvrđenim posljedicama po zahvacene vrste i staništa

Važnost područja za staništa i vrste koje će biti pogođene (npr. obrazloženje uloge predmetnog područja na državnoj razini i unutar bio-geografske regije te u odnosu na cjelovitost mreže Natura 2000).

Opis očekivanih štetnih utjecaja (nestanak staništa/vrsta, pogoršanje stanja, uznemiravanje vrsta, izravni i neizravni učinci itd.), razmjera utjecaja (površina staništa i broj vrsta ili područja na kojima se one javljaju, a koja su pogođena projektom), važnosti i veličine (npr. razmatranje pogođene površine ili populacije u odnosu na ukupnu površinu ili populaciju na razini predmetnog područja i, možebitno, cijele zemlje) te lokacije (uključujući zemljovide).

Možebitne kumulativne i ine posljedice koje bi po svoj prilici mogle nastati uslijed provedbe plana ili projekta koji je predmet ocjene u sprezi s provedbom drugih planova ili projekata.

Mjere ublažavanja predviđene projektom (opis načina na koji će se iste provesti i na koji će se time izbjeći li umanjiti nepovoljne posljedice po predmetno područje).

3. ZAMJENSKA RJEŠENJA

Naznaka i opis mogućih zamjenskih rješenja, uključujući mogućnost neprovođenja projekta, tj. "nultu" opciju (navesti kako su utvrđena, koji su postupci i metode korišteni itd.)

Ocjena zamjenskih rješenja koja su razmotrena i obrazloženje odabranog zamjenskog rješenja (razlozi zbog kojih su nadležna domaća tijela zaključila kako ne postoje nikakva zamjenska rješenja)

4 IMPERATIVNI RAZLOZI PRETEŽUĆEG JAVNOG INTERESA

Razlog za provedbu ovog plana ili projekta unatoč njegovim negativnim utjecajima:

- Imperativni razlozi pretežućeg javnog interesa, uključujući razloge društvene ili gospodarske naravi (u slučaju da nema prioritetnih staništa/vrsta)
- ljudsko zdravlje
- javna sigurnost
- korisne posljedice od prvenstvene važnosti za okoliš
- ostali imperativni razlozi pretežućeg javnog interesa

Opis i obrazloženje prevage tih razloga[9]:

[9] Potrebna razina podrobnosti može se razlikovati ovisno o tome dostavlja li se obavijest na uvid ili radi dobivanja mišljenja

5. KOMPENZACIJSKE MJERE[10]

Ciljevi, ciljna obilježja (staništa i vrste) i ekološki procesi/funkcije koje treba kompenzirati (razlozi, zašto su te mjere prikladne za kompenziranje negativnih utjecaja))
Obuhvat kompenzacijskih mjera (površina područja, brojnost populacije)
Naznaka i lokacija područja obuhvaćenih kompenzacijskim mjerama (uključujući zemljovide)
Dosadašnje stanje i uvjeti na područjima obuhvaćenim kompenzacijskim mjerama (postojeća staništa i njihovo stanje, vrsta zemljišta, namjena zemljišta itd.)
Očekivani rezultati i obrazloženje načina na koji će se predloženim mjerama kompenzirati štetni utjecaji na cjelovitost područja i omogućiti očuvanje cjelovitosti mreže Natura 2000
Vremenski raspored provedbe kompenzacijskih mjera (uključujući dugoročnu provedbu), uz naznaku rokova u kojima se očekuje ostvarivanje očekivanih rezultata

[10] Potrebna razina podrobnosti može se razlikovati ovisno o tome dostavlja li se obavijest na uvid ili radi dobivanja mišljenja

Metode i tehnike koje se predlažu za provedbu kompenzacijskih mjera i ocjena njihove izvodljivosti i moguće djelotvornosti

Troškovi i financiranje predloženih kompenzacijskih mjera

Odgovornost za provedbu kompenzacijskih mjera

Praćenje provedbe kompenzacijskih mjera gdje god je to predviđeno (npr. ako postoji neizvjesnost u pogledu djelotvornosti mjera), ocjena rezultata i poduzimanje daljnjih koraka

A.2. INFORMACIJE O PROJEKTIMA KOJE SE TREBAJU SLATI BANCI I NAČIN NJIHOVOG SLANJA

1. Slanje informacija: imenovanje odgovorne osobe

Osoba zadužena za slanje podataka iz donjeg teksta Banci je:

	Financijski kontakt	**Tehnički kontakt**
Društvo	*Ministarstvo financija*	*Ministarstvo regionalnoga razvoja i fondova Europske unije*
Kontakt osoba	*Silvija Belajec*	*Juraj Ivankovic*
Funkcija	*Načelnica sektora*	*Načelnik sektora*
Funkcija / Financijska i tehnička direkcija	*Načelnica sektora za Međunarodne financijske odnose*	*Načelnik sektora za upravljanje Operativnim programima*
Adresa	*Katančićeva 5 10000 Zagreb Hrvatska*	*Račkoga 6 10000 Zagreb Hrvatska*
Telefon	*+385-1-4591 344*	*+385-1-643 8201*
Fax	*+385-1-4922 583*	*+385-1-630 3216*
Email	*silvija.belajec@mfin.hr*	*juraj.ivankovic@mrrfeu.hr*

Navedena kontakt osoba za sada je osoba zadužena za kontaktiranje s Bankom.
Zajmoprimac ili Nositelj će odmah obavijestiti EIB o svakoj promjeni

2. Informacije o posebnim pitanjima

Nositelj je obvezan Banci dostaviti sljedeće informacije najkasnije do dolje navedenih rokova

Dokument / informacije	**Rok**
Informacije o pokretanju postupka od strane Komisije EU-a zbog povrede ili sudskog postupka pred Sudom EZ-a zbog nepoštivanja prava Zajednice u vezi s projektom ili investicijskim projektom koji će se financirati ili se financira u okviru ovog Zajma.	*U svakom slučaju bez odgode, ali ne kasnije od 5 kalendarskih dana nakon što Nositelj sazna za mjeru Komisije*
Informacije o pokretanju od strane Komisije EU-a bilo koje obustave plaćanja.	*U svakom slučaju bez odgode, ali ne kasnije od 5 kalendarskih dana nakon što Nositelj sazna za mjeru Komisije.*
Primjerak odluke o odobravanju operativnih programa, koji odgovaraju kriterijima za odabir projekta, i završna verzija Operativnih programa.	*5 kalendarskih dana nakon što Komisija EU-a odobri operativne programe.*
Informacije o promjenama bilo kojeg operativnog programa	*5 kalendarskih dana nakon što Komisija EU-a konačno odobri promjene operativnih programa.*

3. Informacije o provedbi projekta

Nositelj je obvezan Banci dostaviti sljedeće informacije o napretku projekta tijekom provedbe najkasnije do dolje naznačenog roka

Dokument / informacije	Rok	Učestalost izvještavanja
- godišnj-e/a izvješć-e/a o provedbi vezano uz provedbu operativnog programa (kako je utvrđeno u Uredbi o zajedničkim odredbama članci 50. i 111.) Dodatno uključivši: - opis svakog značajnijeg problema s utjecajem na okoliš; - svako značajno pitanje koje se pojavilo i svaki značajan rizik koji može utjecati na rad projekta. - bilo koji sudski postupak koji se odnosi na projekt, a koji može biti u tijeku. - informativni sažetak koji sadrži informacije o fizičkom i financijskom napretku operativnog programa.	do 30. lipnja svake godine od 2015. do 2023.	Godišnje
- godišnje izvješće o kontroli i mišljenje (kako je utvrđeno u članku 127. UZO-a)	do 30. lipnja svake godine od 2015. do 2023.	Godišnje
- popis projekata u elektroničkom obliku, uključujući informacije prikupljene u IT sustavima (A.1.6.2, A.1.6.3, A.1.6.4, A.1.6.5, A.1.6.5)	zajedno s godišnjim izvješćem o provedbi	Godišnje, osim u slučaju ako je Zajmoprimac te godine poslao bilo kakav zahtjev za dodjelom sredstava
- informacije koje traži Banka za pripremu izvješća o napretku projekta	do 30. studenoga svake godine od 2015. do 2023.	Godišnje
- primjerci drugih relevantnih dokumenata, uključujući *ad hoc* izvješća, koja se dostavljaju Komisiji EU-a u vezi s operativnim programima koji su uključeni u ovu operaciju.	Komisiji Europske unije	Kad su dostupni
- svi dokumenti i informacije potrebne kako bi se Banci omogućilo da prati fizički i financijski napredak projekta i investicijskih projekata financiranih na temelju toga.	na zahtjev	

4. Informacije o završetku radova i prvoj godini poslovanja

Nositelj je obvezan Banci dostaviti sljedeće informacije o dovršenju projekta i puštanju u promet, najkasnije do dolje naznačenih rokova

Prilog B

Dokument / informacije	Datum dostave Banci
- završn-o/a izvješć-e/a o provedbi operativnog programa (kako je utvrđeno) - dodatno uključivši: - opis svakog značajnijeg problema s utjecajem na okoliš; - svako značajno pitanje koje se pojavilo i svaki značajan rizik koji može utjecati na rad projekta. - bilo koji sudski postupak koji se odnosi na projekt, a koji može biti u tijeku.	do 31. lipnja 2024.
- završna izjava (kako je utvrđeno u članku 141. UZO-a) zajedno s završnim izvješćem o kontroli i odobrenjem/komentarima Komisije EU-a.	Komisiji Europske unije

Jezik izvješća	*Engleski*

Definicija EURIBOR-a

A. EURIBOR

"**EURIBOR**" znači

(a) za relevantno razdoblje kraće od mjesec dana, objavljena kotacijska stopa (kako je utvrđeno dolje) za razdoblje od jednog mjeseca;

(b) za relevantno razdoblje razdoblje od jednog ili više mjeseci za koje je dostupna objavljena kotacijska stopa, važeća objavljena kotacijska stopa za razdoblje za odgovarajući broj mjeseci; i

(c) za relevantno razdoblja duže od mjesec dana za koje objavljena kotacijska stopa nije dostupna, stopa koja je rezultat linearne interpolacije pozivanjem na dvije objavljene kotacijske stope, od kojih je jedna primjenjiva za razdoblje neposredno kraće, a druga za razdoblje neposredno duže od trajanja relevantnog razdoblja,

(pri čemu je razdoblje za koje se kamatna stopa uzima ili iz kojeg se stope interpoliraju „**reprezentativno razdoblje**").

U smislu stavaka (b) i (c) gore, „dostupan" znači stope, za određena dospijeća koje je izračunao i objavio Global Rate Set Systems Ltd (GRSS) ili takav drugi davatelj usluge kojega odabere Europski institut za tržišta novca (EMMI), pod sponzorstvom EMMI-a i EURIBOR ACI-a ili bilo kojeg nasljednika te funkcije EMMI-a i EURIBOR ACI-a, kako odredi Banka.

„**Objavljena kotacijska stopa**" znači kamatnu stopu za depozite u eurima za relevantno razdoblje kako je objavljeno u 11:00h prema vremenu u Bruxellesu, ili nekom kasnijem vremenu koji je prihvatljiv za Banku na dan ("**datum resetiranja**") koji pada 2 (dva) relevantna radna dana prije prvog dana relevantnog razdoblja, na Reutersovoj stranici pod nazivom EURIBOR 01 ili njezinoj zamjenskoj stranici ili, ako to nije moguće, putem bilo kojeg sredstva objavljivanja koje u tu svrhu odredi Banka.

Ako se takva stopa ne objavi na gore navedeni način, Banka će zatražiti od glavnih podružnica četiri najveće banke u eurozoni po vlastitom izboru, da navedu stope po kojima svaka od njih nudi depozite usporedivog iznosa u eurima, u približno 11:00h prema vremenu u Bruxellesu, na datum resetiranja, vodećim bankama na međubankarskom tržištu eurozone, na razdoblje koje odgovara reprezentativnom razdoblju. Ako banka primi najmanje 2 (dvije) kotacije, stopa na taj datum resetiranja bit će jednaka aritmetičkoj sredini između te dvije kotacije.

Ako su prema zatraženom dostavljene manje od 2 (dvije) kotacije, stopa na taj datum resetiranja bit će jednaka aritmetičkoj sredini stopa koje su navele veće banke eurozone, po izboru Banke, u približno 11:00h prema vremenu u Bruxellesu, na dan koji pada 2 (dva) relevantna radna dana nakon datuma resetiranja, za zajmove u EUR u usporedivom iznosu, koji se izdaju vodećim europskim bankama za razdoblje jednako reprezentativnom razdoblju

Ako je stopa koja proizlazi iz gore navedenog ispod nule, smatrat će se da je EURIBOR nula.

Ako nije dostupna nikakva stopa kako je predviđeno gore, EURIBOR će biti stopa (izražena kao godišnja postotna stopa) za koju Banka odredi da je sveobuhvatni trošak Banke za financiranje relevantne tranše koja se temelji na tada primjenjivoj interno generiranoj referentnoj stopi Banke ili alternativnoj metodi određivanja stope koju razumno odredi Banka.

B. OPĆENITO

U svrhu gore spomenutih definicija:

(a) Svi postoci koji su rezultat izračuna iz ovog Priloga, po potrebi, zaokružuju se na najbliži stotisućiti dio postotnog boda, s tim da se polovine vrijednosti zaokružuju na višu vrijednost.

(b) Banka će bez odgađanja obavijestiti Zajmoprimca o svim kotacijama koje primi od Banke.

(c) Ako bilo koja od prethodnih odredaba dođe u nesklad s odredbama usvojenim pod pokroviteljstvom EMMI-a i EURIBOR ACI-a (ili bilo kojeg nasljednika te funkcije EMMI-a ili EURIBOR ACI-a kako odredi Banka), Banka može, uz obavijest Zajmoprimcu, izmijeniti i dopuniti predmetnu odredbu kako bi ju uskladila s takvim drugim odredbama.

Prilog C

Obrasci za Zajmoprimca

C.1 Obrazac zahtjeva za isplatom (članak 1.02B)

Zahtjev za isplatu

HRVATSKA - PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014. - 2020 GODINE (SPL) / A

Datum	

Molimo vas da izvršite sljedeću isplatu

Naziv zajma (*)	
Datum potpisivanja (*)	
FI broj ugovora	

Valuta i iznos zahtjeva	
Valuta	Iznos

Predloženi datum isplate:

KAMATA	**Osnovica kamatne stope (čl. 3.01)**	
	Stopa (% ili marža) **ILI (molimo navedite samo JEDNO)** **Maksimalna stopa (% ili Maksimalna kamatna marža)11**	-------------------------------- --------
	Dinamika (čl 3.01)	polugodišnje ☐
	Datumi plaćanja (čl. 5.)	
	Datum revizije/konverzije kamatne stope (ako postoji)	
GLAVNICA	**Učestalost otplate**	Polugodišnje ☐
	Metodologija otplate (čl. 4.01)	Jednaki obroci ☐
	Datum prve otplate	
	Datum dospijeća:	

Rezervirano za Banku	(valuta ugovora)
Ukupan iznos kredita	300 000 000
Isplaćeno do sada	
Ostalo za isplatu	
Sadašnja isplata	
Saldo nakon isplate	
Rok za isplatu	
Maksimalni broj isplata	
Minimalna veličina tranše	
Ukupne dodjele do sada	
Prethodni uvjeti	Da / Ne

[11] *NAPOMENA Ako Zajmoprimac ovdje ne navede kamatnu stopu ili maržu, smatrat će se da je Zajmoprimac suglasan s kamatnom stopom ili maržom koju je naknadno dostavila Banka u obavijesti o isplati, u skladu s člankom 1 02C(c)*

Račun Zajmoprimca na koji će se isplatiti kredit

Rn br °

(molimo navesti format IBAN u slučaju isplata u EUR, ili odgovarajući format za relevantnu valutu)

Naziv i adresa Banke

Molimo vas da podatke relevantne za zahtjev pošaljete na

Ime(na) i potpis (i) ovlaštene osobe (osoba) Zajmoprimca

Prilog D

Revizija i konverzija kamatne stope

Ako je datum revzije/konverzije kamatne stope uključen u obavijest o isplati za tranšu, primjenjivat će se sljedeće odredbe.

A. Načini Promjene/konverzije kamatne stope

Po primitku zahtjeva za reviziju/konverziju kamatne stope, Banka će, tijekom razdoblja koje započinje 60 (šezdeset) dana i završava 30 (trideset) dana prije datuma revizije/konverzije kamatne stope, dostaviti Zajmoprimcu prijedlog revizije/konverzije kamatne stope u kojem će navesti:

(a) fiksnu kamatnu stopu i/ili kamatnu maržu koja će se primijeniti na tranšu, ili njezin dio naveden u zahtjevu za reviziju/konverziju kamatne stope prema članku 3.01; i

(b) da će se takva stopa primjenjivati do datum dospijeća ili do novog datuma revizije/konverzije kamatne stope, ako će ga biti, s tim da se kamate plaćaju tromjesečno, polugodišnje ili godišnje unatrag, na naznačene datume plaćanja.

Zajmoprimac može pisanim putem prihvatiti prijedlog revizije/konverzije kamatne stope do roka naznačenog u njemu.

Bilo kakve izmjene i dopune Ugovora koje Banka zatraži u vezi s ovim, stupit će na snagu putem ugovora koji se mora sklopiti najkasnije 15 (petnaest) dana prije relevantnog datuma revizije/konverzije kamatne stope.

B. Učinci revizije/konverzije kamatne stope

Ako Zajmoprimac pravovaljano prihvati pisanim putem fiksnu kamatnu stopu ili kamatnu maržu s obzirom na prijedlog revizije/konverzije kamatne stope, Zajmoprimac je obvezan platiti obračunate kamate na datum revizije/konverzije kamatne stope, kao i na sve sljedeće određene datume plaćanja.

Prije datuma revizije/konverzije kamatne stope, relevantne odredbe Ugovora i obavijest o isplati primjenjivat će se na cijelu tranšu. Od datuma revizije/konverzije kamatne stope nadalje, odredbe sadržane u prijedlogu za reviziju/konverziju kamatne stope koje se odnose na novu kamatnu stopu ili kamatnu maržu, primjenjivat će se na tranšu (ili njezin dio) do novog datuma revizije/konverzije kamatne stope, ako će ga biti, ili do datuma dospijeća.

C. Neprovođenje revizije/konverzije kamatne stope

Ako Zajmoprimac ne podnese zahtjev za reviziju/konverziju kamatne stope ili ne prihvati pisanim putem prijedlog za reviziju/konverziju kamatne stope za tranšu, ili ako strane ne provedu izmjenu i dopunu koju zahtijeva Banka sukladno stavku A gore, Zajmoprimac je dužan otplatiti tranšu (ili njezin dio) na datum revizije/konverzije kamatne stope, bez naknade. Zajmoprimac će otplatiti na datum revizije/konverzije kamatne stope svaki dio tranše na koji ne utječe revizija/konverzija kamatne stope.

Prilog E

POTVRDA KOJU DOSTAVLJA ZAJMOPRIMAC

E.1. Obrazac Potvrde Zajmoprimca (članak 1.04B)

Prima: Europska investicijska banka

Šalje: [Zajmoprimac]

Datum:

Predmet: Ugovor o financiranju između Republike Hrvatske i Europske investicijske banke od ● („Ugovor o financiranju")

FI broj .... Serapis broj........

Poštovani,

izrazi definirani u Ugovoru o financiranju imaju isto značenje kada se upotrebljavaju u ovom Pismu.

U svrhe članka 1.04 Ugovora o financiranju ovim vam potvrđujemo sljedeće:

(a) da nije nastupio nikakav događaj prijevremene otplate niti se on nastavlja neispravljen;

(b) da nije stvoreno niti postoji osiguranje takve vrste koja je zabranjena prema članku 7.02;

(c) da ne postoji nikakva značajna promjena bilo kojeg aspekta projekta ili u pogledu kojeg smo obvezni dati izvješće prema članku 8.01, osim kako smo to ranije priopćili;

(d) da imamo dovoljno sredstava na raspolaganju da osiguramo pravodobno dovršenje i provedbu projekta u skladu s Prilogom A.1;

(e) da nije nastupio nikakav događaj ili okolnost koja čini ili bi s vremenom ili davanjem obavijesti iz Ugovoru o financiranju činila događaj neispunjenja obveza, niti se nastavlja neispravljen ili da se od njega nije odustalo;

(f) da nikakva parnica, arbitraža, upravni postupci ili istraga nisu u tijeku niti, koliko nam je poznato, nisu najavljeni niti su ostali neriješeni pred bilo kojim sudom, arbitražnim tijelom ili agencijom, a koji su za posljedicu imali, ili bi u slučaju donošenja nepovoljne odluke bilo razumno vjerojatno da bi za posljedicu imali značajno negativnu promjenu, te da ne postoji protiv nas ili bilo kojeg našeg ovisnog društva bilo koja neizvršena presuda ili odluka suda;

(g) da su očitovanja i jamstva, koja ćemo dati ili ponoviti iz članka 6.07, točna u svakom značajnom smislu; i

(h) da se nije dogodila nikakva značajno negativna promjena, u usporedbi s našim stanjem na datum Ugovora o financiranju.

S poštovanjem,

Za i u ime [Zajmoprimca]

Datum:

FI N° 84.395 (HR)
Serapis N° 2014-0375

CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL) / A

Finance Contract

between the

Republic of Croatia

and the

European Investment Bank

Zagreb, 30 March 2015

THIS CONTRACT IS MADE BETWEEN:

the Republic of Croatia, acting by and through its Ministry of Finance, represented by the Minister of Finance, Mr. Boris Lalovac,

of the first part, and

The European Investment Bank having its seat at 100 blvd Konrad Adenauer, Luxembourg, L-2950 Luxembourg, represented by the Vice-President, Mr. Dario Scannapieco, (the "**Bank**")

of the second part.

WHEREAS:

(1) The Borrower (as defined below) has stated that it is undertaking a project (the "**Project**") for the support of the Croatian Partnership Agreement ("**PA**") and selected investments for one operational programme, the Operational Programme Competitiveness and Cohesion 2014-2020 ("**OPCC**"), using European structural and investment funds ("**ESIF**"); the interventions co-financed by the Bank will mainly but not exclusively focus on the following sectors: transport, energy, environment, health, R&D infrastructure, nature protection, social infrastructure, ICT, urban regeneration, water and waste, as more particularly described in the technical description (the "**Technical Description**") set out in Schedule A. The OPCC may include 41 major projects based on the indicative list of major projects attached thereto. If applicable, major projects in the transport sector benefiting from Connecting Europe Facility ("**CEF**") support and implemented under the aegis of the Promoter (as defined below) may also be funded hereunder. The promoter of the Project is the Republic of Croatia acting through the Croatian Ministry of Regional Development and EU Funds (the "**Promoter**"), in its capacity as Managing Authority ("**MA**") of the OPCC will act as the Bank's main interlocutor regarding the allocations, project monitoring aspects and project progress reporting. Under the Project, the Bank will co-finance a wide range of public sector entities that will implement the concerned ESIF Schemes; in some cases, selected private sector entities (mainly expected to be SME's eligible for direct ESIF support) could be beneficiaries of the Bank's loan hereunder (the "**Final Beneficiaries**").

(2) The total cost of the Project, as estimated by the Bank, is EUR 8,095,000,000 (eight billion ninety-five million euros) and the Borrower has stated that it intends to finance the Project as follows:

Source	**Amount (EUR)**
EU funds	6,881,000,000
Other funds	614,000,000
Approved Credit from the Bank	600,000,000 (of which a Credit in an amount of EUR 300,000,000 is made available under this Contract)
TOTAL	8,095,000,000

(3) In order to fulfil the financing plan set out in Recital (2), the Borrower has requested from the Bank a credit of EUR 600,000,000 (six hundred million euros) (the "**Approved Credit**").

(4) The Bank considering that the financing of the Project falls within the scope of its functions and it conforms to the aims of the Framework Agreement, 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 portion of the Approved Credit in an amount of EUR 300,000,000 (three hundred million euros) under this Finance Contract (the "**Contract**"); provided (i) 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), and (ii) the aggregate of ESIF funds and Bank loan shall not, in any case, exceed 92% (ninety-two per cent.) of the total cost of the Project set out in Recital (2).

(5) The Republic of Croatia and the Bank concluded on 13 December 2000 a Framework Agreement governing the Bank's activities in the Republic of Croatia (hereinafter the "**Framework Agreement**") as ratified by law adopted on 3 May 2001 by the Croatian Parliament, and published in the Croatian official gazette "*Narodne novine – međunarodni ugovori*" No. 6/2001 dated 23 May 2001.

(6) The Promoter will be the promoter of the individual projects (each, a "**Scheme**") described in the Technical Description to be financed under this Contract.

(7) By Article 3 of the Framework Agreement, the Republic of Croatia 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 Croatia agreed that throughout the life of any financial operation concluded pursuant to the Framework Agreement it shall:

(a) ensure (i) that Beneficiaries may convert into any fully convertible currency, at the prevailing market exchange rate on the due date, the amounts in the national currency of Croatia 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;

(b) 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 Croatia 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; or, at the Bank's option, (ii) that it may freely dispose of such amounts within the territory of Croatia; and (iii) that the Bank may convert into the national currency of Croatia, at the prevailing market exchange rate, any amounts in any fully convertible currency.

(9) The Ministry of Finance, Mr Boris Lalovac, has been authorised to sign this Contract on behalf of the Borrower.

(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 policies of the European Union.

(11) The Bank 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 and has therefore established its Transparency policy, the purpose of which is to enhance the accountability of the EIB Group towards its stakeholders and the citizens of the European Union in general.

(12) The processing of personal data shall be carried out by the Bank in accordance with applicable European Union legislation on the protection of individuals with regard to the processing of personal data by the EC institutions and bodies and on the free movement of such data.

NOW THEREFORE it is hereby agreed as follows:

INTERPRETATION AND DEFINITIONS

(a) Interpretation

In this Contract:

(i) References 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 to a provision of law are references to that provision as amended or re-enacted.

(iii) References to any other agreement or instrument are references 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.

"**Allocation Letter**" is the written communication sent by the Bank to the Promoter pursuant Article 1.08B.

"**Allocation Request**" is the request submitted to the Bank pursuant Article 1.08A.

"**Approved Credit**" has the meaning given to it in Recital (3).

"**Authorisation**" means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Borrower**" means the Republic of Croatia, acting by and through the Ministry of Finance, whose Minister of Finance is authorised to sign and execute this Contract, its amendments pursuant to Article 11.09 and the Disbursement Requests on behalf of the Borrower.

"**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.

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

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

"**Common Provision Regulation**" or "**CPR**" means the Common Provisions Regulation as set out in Regulation (EU) no. 1303/2013 of the European Parliament and of the Council of 17.12.2013.

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

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

"**Criminal offence**" means any of the following criminal offences as applicable: fraud, corruption, coercion, collusion, obstruction, money laundering, financing of terrorism.

"**Debt Instrument**" has the meaning given to it in Article 7.01.

"**Deferment Indemnity**" means an indemnity calculated on the amount of disbursement deferred or suspended at the percentage rate (if higher than zero) by which:

- the interest rate that would have been applicable to such amount had it been disbursed to the Borrower on the Scheduled Disbursement Date exceeds

- EURIBOR (one month rate) less 0.125% (12.5 basis points), unless this value is less than zero, in which case it will be set at zero.

Such indemnity shall accrue from the Scheduled Disbursement Date to the Disbursement Date or, as the case may be, until the date of cancellation of the Notified Tranche in accordance with this Contract.

"**Designation Procedure**" *means the designation procedure referred to in article 123 of the CPR.*

"**Disbursement Date**" means the date on which actual disbursement of a Tranche is made by the Bank.

"**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.

"**EIA**" means the Environmental Impact Assessment as set out in EU Directive 2014/52/EU amending Directive 2011/92/EU.

"**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.

"**Environmental Approval**" means any Authorisation required by Environmental Law.

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

"**Environmental Impact Assessment**" or "**EIA**" means each environmental impact assessment required to be performed in connection with the Project pursuant to EU law, and in particular the Environmental Impact Assessment Directive, and its implementing legislation or instruments in the Republic of Croatia, each as amended from time to time.

"**Environmental Impact Assessment Directive**" means Council Directive No.85/337/EEC of 27 June 1985 on the assessment of the effects of certain public and private Schemes on the environment, as amended by directives 97/11/EC, 2003/35/EC, 2009/31/EC and codified into Directive 2011/92/EU, which has been amended in 2014 by Directive 2014/52/EU and as further amended, supplemented and consolidated from time to time.

"**Environmental Law**" means:

(a) EU law, including principles and standards;

(b) Croatian laws and regulations; and

(c) applicable international treaties

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

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

"**ESIF Event**" means any of the following:

a) any financial assistance from the ESIF is, or is intended to be, cancelled, and/or
b) the Borrower has repaid or is required to repay, in whole or in part, any ESIF financial assistance.

"**EU Commission**" means the Commission of the European Union.

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

"**EUR**" or "**euro**" means the lawful currency of the Member States of the European Union which adopt or have adopted it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union or their succeeding treaties.

"**Event of Default**" means any of the circumstances, events or occurrences specified in Article 10.01.

"**Final Availability Date**" means 31 December 2023.

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

"**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 determined by the Bank for each successive Floating Rate Reference Period equal to the Relevant Interbank Rate plus the Spread.

"**Floating Rate Reference Period**" means each period from one Payment Date to the next relevant Payment Date; 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.

"**Forms A/B**" means any of Form A or Form B according to the EU Habitats Directive and Birds Directive and attached to this Contract in Schedule A.1.8.

"**Framework Agreement**" has the meaning given to it in Recital (5).

"**Habitats Directive**" means Directive 92/43/EEC of the European Council on the conservation of natural habitats and of wild fauna and flora, as amended, supplemented and consolidated from time to time.

"**Indemnifiable Prepayment Event**" means a Prepayment Event other than those specified in paragraphs 4.03A(2) or 4.03A(4).

"**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, 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.

"**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. 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.

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

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

"**Market Disruption Event**" means any of the following circumstances:

(a) there are, in the reasonable opinion of the Bank, events or 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 in order to adequately fund a 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 a Tranche in respect of which interest is or would be 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 such 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: (1) materially impairs the ability of the Borrower to perform its financial or any of its other obligations under this Contract; (2) materially impairs the prospects or financial condition of the Borrower; or (3) adversely affects any security provided by the Borrower.

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

"**Nature/Biodiversity Assessment**" means the assessment of schemes that may have a significant effect on a site designated and/or in the process of being designated Natura 2000. Such schemes shall be subject of the assessment procedures required under Art. 6(3) and Art. 6(4) of the Habitats Directive.

"**Monitoring Committee**" means the committee set up by the Promoter pursuant to article 47 of the CPR.

"**Non-EIB Financing**" has the meaning given to it in Article 4.03A(2).

"**Non-Technical Summary**" means the Non-Technical Summary in relation to the EIA.

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

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

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

"**Payment Date**" *means the semi-annual 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; 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.

"**Performance Review**" means the performance review referred to in article 21 of the CPR.

"**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 Event**" means any of the events described in Article 4.03A.

"**Prepayment Indemnity**" means in respect of any principal amount to be prepaid or cancelled, the amount communicated by the Bank to the Borrower as 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.

"**Prepayment Notice**" means a written notice from the Bank to the Borrower in accordance with Article 4.02C.

"**Prepayment Request**" means a written request from the Borrower to the Bank to prepay all or part of the Loan, in accordance with Article 4.02A.

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

"**Project Implementation Unit**" means the project implementation unit established by the Promoter within the MA for the purpose of implementing the Project and more specifically to act as the Bank's main contact for any matters related to the ESIF co-financed Schemes.

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

"**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 48 (forty-eight) months 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 12 (twelve) and 48 (forty-eight) months, the bid point on the swap rates as published by 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 on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 (TARGET2) is open for the settlement of payments in EUR; 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.

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

"**Schemes**" has the meaning given to it in Recital (6).

"**Security**" means any mortgage, pledge, lien, charge, assignment, hypothecation, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Spread**" means the fixed spread to the Relevant Interbank Rate determined by the Bank and notified to the Borrower in the relevant Disbursement Notice or Interest Revision/Conversion Proposal.

"**Strategic Environment Assessment**" means the strategic environment assessment as set out in EU Directive 2001/42/EC.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

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

"**Tranche**" means each disbursement made or to be made under this Contract. In case no Disbursement Notice has been delivered, Tranche shall mean a Tranche as requested under Article 1.02B.

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, a credit in an amount of EUR 300,000,000.00 (three hundred million euros) for the financing of the Project (the "**Credit**").

1.02 Disbursement procedure

1.02A **Tranches**

The Bank shall disburse the Credit in up to 10 (ten) Tranches. The amount of each Tranche, if not being the undrawn balance of the Credit, shall be in a minimum amount of EUR 30,000,000.00 (thirty million euros).

The first Tranche (i) shall be in a maximum amount not exceeding EUR 90,000,000.00 (ninety million euros) and (ii) can be used for the pre-financing of project preparation and other early programme expenditures in connection with Project.

1.02B ***Disbursement Request***

(a) The Borrower may present to the Bank a Disbursement Request for the disbursement of a Tranche, such Disbursement Request to be received at the latest 15 (fifteen) days before the Final Availability Date. The Disbursement Request shall be in the form set out in Schedule C.1 and shall specify:

(i) the amount 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, in any event, on or before the Final Availability Date, it being understood that notwithstanding the Final Availability Date 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.

(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 amount of the Tranche;

(ii) the Scheduled Disbursement Date;

(iii) the interest rate basis for the Tranche, being: (i) a Fixed Rate Tranche; or (ii) a Floating Rate Tranche all pursuant to the relevant provisions of Article 3.01;

(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 applicable to the Tranche until the Interest Revision/Conversion Date, if any or until the Maturity Date.

(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 such 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 **<u>Currency of disbursement</u>**

The Bank shall disburse each Tranche in EUR.

1.04 <u>Conditions of disbursement</u>

1.04A **First Tranche**

The disbursement of the first Tranche under Article 1.02 is conditional upon receipt by the Bank, in form and substance satisfactory to it, on or before the date falling 5 (five) Business Days before the Scheduled Disbursement Date, of the following documents or evidence:

(a) evidence that the execution of this Contract by the Borrower has been duly authorised and that the person or persons signing this 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) a legal opinion, in the English language, issued by or behalf of the Minister of Justice of Croatia on the due execution of this Contract by the Borrower, confirming (i) that its provisions are in full force and effect, (ii) that this Contract is valid, binding and enforceable in the Republic of Croatia in accordance with its terms, (iii) that the financing to be provided under this Contract falls within the scope of the Framework Agreement and (iv) that no exchange control restrictions are in place or consents are required in order to permit the receipt of all amounts to be disbursed hereunder and to permit the repayment of the Loan and the payment of interest and all other amounts due under this Contract;
(c) evidence that each of the Borrower and the Promoter has obtained all necessary Authorisations, required in connection with this Contract and the Project;
(d) evidence of appointment of the Borrower's agent of service;

(e) evidence that the Project Implementation Unit for the Bank's operation has been appointed and is responsible for the allocation requests and progress reporting under this Contract; and

(f) evidence that the EU Commission has approved the OPCC under which allocations have been requested by the Promoter.

1.04B **Second and subsequent Tranches**

The disbursement of each Tranche under Article 1.02, excluding the first, is subject to the following conditions:

(a) that the Bank has received, in form and substance satisfactory to it, on or before the date falling 5 (five) Business Days before the Scheduled Disbursement Date for the proposed Tranche, of the following documents or evidence:
   (i) evidence satisfactory to the Bank showing that (i) 80% (eighty per cent.) of all previously disbursed sums have been allocated to Schemes in accordance with Article 1.08, or (ii) that 50% (fifty per cent.) of all previously disbursed sums have been effectively paid out to Final Beneficiaries;
   (ii) the Bank having approved in writing the allocations or disbursements referred to in sub-paragraph (i) above, as being in line with and compliant with (1) the Bank's eligibility criteria and as stipulated in the Technical Description, and (2) the following further conditions:
      1. for Schemes with project cost below EUR 25,000,000.00 (twenty-five million euros), the Bank having received a copy of a declaration made by the competent authority, based on a list of Schemes, as to whether an EIA is required or not;
      2. for Schemes with project cost equal to or exceeding EUR 25,000,000.00 (twenty-five million euros) and requiring an EIA, the Bank having received the Non-Technical Summary of the EIA;
      3. for Schemes with project cost below EUR 25,000,000.00 (twenty-five million euros) with no effect, potential or likely, on a conservation site, a copy of a declaration from the competent authority, based on a list of Schemes, to ensure that the Schemes comply with the EU Habitats and Birds Directives;
      4. for Schemes with an effect on conservation sites, the Bank having received a copy of Form B, signed by the competent authority for each individual Scheme; and
      5. for any Scheme with project cost equal to or exceeding EUR 25,000,000.00 (twenty-five million euros), the Bank having received a copy of Form A or Form B signed by the competent authority for each individual Scheme;

(iii) the Bank having received information from the Promoter about the fulfilment of ex-ante conditionalities for Schemes under their respective fields.

1.04C **All Tranches**

The disbursement of each Tranche under Article 1.02, including the first, is subject to the following conditions:

(a) that the Bank has received, in form and substance satisfactory to it, on or before the date falling 5 (five) 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 E.1, signed by an authorised representative of the Borrower and dated no earlier than the date falling 30 (thirty) days before the Scheduled Disbursement Date;

(ii) 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, this Contract or the validity and enforceability of the same.

(b) that on the Disbursement Date for the proposed Tranche:

(i) the representations and warranties which are repeated pursuant to Article 6.07 are correct in all material 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, or

(bb) a Prepayment Event

has occurred and is continuing unremedied or unwaived or would result from the disbursement of the proposed Tranche.

1.05 **<u>Deferment of disbursement</u>**

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 and not later than 60 (sixty) days prior to the first repayment date of the Tranche indicated in the Disbursement Notice. In such case, the Borrower shall pay the Deferment Indemnity calculated on the amount of disbursement deferred.

Any request for deferment shall have effect in respect of a Tranche only if it is made at least 5 (five) Business Days before its Scheduled Disbursement Date.

If for a Notified Tranche any of the conditions referred to in Article 1.04 is not fulfilled as at the specified date and at the Scheduled Disbursement Date (or the date expected for disbursement in case of a previous deferment), disbursement will be deferred to a date agreed between the Bank and the Borrower falling not earlier than 5 (five) Business Days following the fulfilment of all conditions of disbursement (without prejudice to the right of the Bank to suspend and/or cancel the undisbursed portion of the Credit in whole or in part pursuant to Article 1.06B). In such case, the Borrower shall pay the Deferment Indemnity calculated on the amount of disbursement deferred.

1.05B **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 (i) a Notified Tranche which has a Scheduled Disbursement Date falling within 5 (five) Business Days of the date of the notice or (ii) a Tranche in respect of which a Disbursement Request has been submitted but no Disbursement Notice has been issued.

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

(a) 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 upon the occurrence of a Prepayment Event or an Event of Default or an event or circumstance which would with the passage of time or giving of notice under this Contract constitute a Prepayment Event or an Event of Default.

(b) The Bank may also suspend the portion of the Credit in respect of which it has not issued a Disbursement Notice with immediate effect in the case that a Market Disruption Event occurs.

(c) 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 of Default, the Borrower shall pay to the Bank the Deferment Indemnity calculated on the amount of disbursement suspended.

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 Tranche which is a Notified Tranche or any part of the Credit other than a Notified Tranche, no indemnity is payable.

If the Bank cancels

(i) a Fixed Rate Tranche which is a Notified Tranche upon an Indemnifiable Prepayment Event or pursuant to Article 1.05B, the Borrower shall pay to the Bank the Prepayment Indemnity; or

(ii) a Notified Tranche upon an Event of Default, 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.

The indemnity shall be calculated as if the cancelled amount had 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

On the day following the Final Availability Date, and unless otherwise specifically agreed to in writing by the Bank, the part of the Credit in respect of which no Disbursement Request has been made in accordance with Article 1.02B shall be automatically cancelled, without any notice being served by the Bank to the Borrower and without liability arising on the part of either party.

1.08 Allocation

1.08A Allocation Request

Not less than 3 (three) months before the Final Availability Date the Promoter may submit to the Bank a request for allocation (the "**Allocation Request**").

The Credit shall only be allocated to Schemes identified as eligible for financing in the Technical Description as set out in Schedule A hereto.

The Bank funds shall be allocated as described in Schedules A.1.4 – A.1.8.

The Bank reserves the right to review with the Promoter the allocation procedures in view of any change required by inter alia the EU Commission on the development of the Schemes and OPCC as well as the development and implementation of the Project.

Each Allocation Request shall be accompanied by:

(i) an Allocation Report Table in the form set out in Schedule A.1.6.1;

(ii) for Schemes with project cost below EUR 25,000,000 (twenty-five millions euros), a copy of a declaration made by the competent authority, based on a list of Schemes, as to whether an EIA is required or not;

(iii) for Schemes with project cost equal to or exceeding EUR 25,000,000 (twenty-five millions euros) and requiring an EIA, the Non-Technical Summary of the EIA;

(iv) for Schemes with project cost below EUR 25,000,000 (twenty-five millions euros) with no effect, potential or likely, on a conservation site, a copy of a declaration from the competent authority, based on a list of Schemes, to ensure that the Schemes comply with the EU Habitats and Birds Directives;

(v) for Schemes with an effect on conservation sites, a copy of Form B, signed by the competent authority for each individual Scheme; and

(vi) for any Scheme with project cost equal to or exceeding EUR 25,000,000 (twenty-five millions euros), a copy of Form A or Form B signed by the competent authority for each individual Scheme,

if it has not been provided before.

The Promoter shall provide the Bank with any additional information regarding the Schemes as the Bank, at its own discretion, may request.

1.08B Allocation Letter

If the Allocation Request or the Schemes under Article 1.08A are confirmed/approved by the Bank, the Bank shall deliver to the Promoter a letter of allocation ("**Allocation Letter**"), informing the Promoter of its confirmation/approval and of the amount of the Credit allocated to each Scheme. If the Bank requires additional information regarding the Schemes included in the Allocation Request, the period to deliver the Allocation Letter will be suspended until such additional information is provided to the satisfaction of the Bank.

In the event the Bank does not approve fully or partially the Allocation Request, the Bank shall inform the Promoter thereof.

The Bank may by notice to the Promoter amend the allocation procedure as described in this Article 1.08A to bring it into line with the Bank's policy on framework loans or reflect the results of the review of the implementation capacity and performance. In such case, the Bank shall inform the Promoter thereof and the Promoter shall without undue delay adapt its internal allocation procedures accordingly.

1.09 Reallocation Procedure

1.09A Reallocation at the request of the Promoter

The Promoter may by notice in writing to the Bank, which shall include reasons thereof, propose to reallocate at any time, any part of the Credit, which has been allocated.

The Promoter shall specify in writing which of the already allocated Schemes need to be removed and/or which of the allocated amounts need to be reduced. The request for allocation of new Schemes shall contain information as specified in article 1.08A and will be reviewed by the Bank in accordance with Article 1.08B.

If the reallocation is not possible or possible only in part, the Bank may in proportion to the amount not reallocated, by notice to the Borrower, cancel the Credit and/or demand prepayment of the Loan pursuant to Article 4.03A(5).

1.09B **Reallocation at the request of the Bank**

If in the opinion of the Bank any of the Schemes allocated or proposed in accordance with Article 1.08A above is ineligible for financing by the Bank under the Bank's Statute, policies or guidelines or under Article 309 of the Treaty on the functioning of the European Union, the Promoter shall upon the Bank request replace such Schemes by other Schemes acceptable to the Bank. If within 30 days from the date of the Bank's request the Promoter has not replaced such Schemes satisfactorily to the Bank, the Bank may in proportion to the amount not reallocated, by notice to the Borrower, cancel the Credit and/or demand prepayment of the Loan pursuant Article 4.03A(5).

1.10 Sums due under Article 1

Sums due under Articles 1.05 and 1.06 shall be payable in EUR. 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 semi-annually in arrears on the relevant Payment Dates as specified in the Disbursement Notice, commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) 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).

3.01B **Floating Rate Tranches**

The Borrower shall pay interest on the outstanding balance of each Floating Rate Tranche at the Floating Rate semi-annually in arrears on the relevant Payment Dates, as specified in the Disbursement Notice commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) 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). If the Floating Rate for any Floating Rate Reference Period is below zero, it will be set at zero.

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, if the Borrower fails to pay any amount payable by it under this Contract on its due date, interest shall accrue on any overdue amount payable under the terms of this Contract from the due date to the date of actual payment at an annual rate equal to:

(i) for overdue sums related to Floating Rate Tranches, the applicable Floating Rate plus 2% (200 basis points);

(ii) for overdue sums related to Fixed Rate Tranches, the higher of (a) the applicable Fixed Rate plus 2% (200 basis points) or (b) the Relevant Interbank Rate plus 2% (200 basis points);

(iii) for overdue sums other than under (i) or (ii) above, 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.

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 (i) from the issuance by the Bank of the Disbursement Notice in respect of a Tranche, and (ii) until the date falling 30 (thirty) calendar days prior to the Scheduled Disbursement Date, a Market Disruption Event occurs, the Bank may notify to the Borrower that this clause has come into effect. In such case, the rate of interest applicable to such Notified Tranche 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 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. If the Borrower does not refuse the disbursement in time, the parties agree that the disbursement 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 shall no longer be applicable.

ARTICLE 4

Repayment

4.01 Normal repayment

(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 semi-annually by equal 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 semi-annual 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 seventh (7^{th}) 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 (twenty-five) years from the Scheduled Disbursement Date.

4.02 <u>Voluntary prepayment</u>

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 Request with at least 1 (one) month's prior notice specifying (i) the Prepayment Amount, (ii) the Prepayment Date, (iii) if applicable, the choice of application method of the Prepayment amount in line with Article 5.05C(i) and (iv) the contract number ("FI nr") mentioned on the cover page of this Contract.

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

4.02B **Prepayment indemnity**

4.02B(1) FIXED RATE TRANCHE

Subject to Article 4.02B(3) below, if the Borrower prepays a Fixed Rate Tranche, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Fixed Rate Tranche which is being prepaid.

4.02B(2) FLOATING RATE TRANCHE

Subject to Article 4.02B(3) below, the Borrower may prepay a Floating Rate Tranche without indemnity on any relevant Payment Date.

4.02B(3) 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(a)(viii), or in accordance with Schedule C1 or D, as the case may be, may be effected without indemnity.

4.02C **Prepayment mechanics**

Upon presentation by the Borrower to the Bank of a Prepayment Request, the Bank shall issue a Prepayment Notice to the Borrower, not later than 15 (fifteen) days prior to the Prepayment Date. The Prepayment Notice shall specify the Prepayment Amount, the accrued interest due thereon, the Prepayment Indemnity payable under Article 4.02B or, as the case may be, that no indemnity is due, the method of application of the Prepayment Amount and the Acceptance Deadline.

If the Borrower accepts the Prepayment Notice no later than by the Acceptance Deadline, it shall effect the prepayment. In any other case, the Borrower may not effect the prepayment.

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

4.03 <u>Compulsory prepayment</u>

4.03A **Prepayment Events**

4.03A(1) PROJECT COST REDUCTION

If the total cost of the Project falls below the figure stated in Recital (2) so that the amount of the Approved Credit exceeds 50% (fifty per cent.) of such total cost, the Bank may forthwith, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan up to the amount by which the Credit exceeds 50% (fifty per cent.) of the total cost of the Project. 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.

4.03A(2) *PARI PASSU* TO NON-EIB FINANCING

If the Borrower voluntarily prepays (for the avoidance of doubt, prepayment shall include a repurchase or cancellation where applicable) a part or the whole of any Non-EIB Financing and such prepayment is not made within a revolving credit facility (save for the cancellation of the revolving credit facility), 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 and any other direct loans from the Bank to the Borrower), 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 respect to the Borrower. 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. After the earlier of (a) the lapse of 30 (thirty) days from the date of such request for consultation or (b) the occurrence of the anticipated Change-of-Law Event, the Bank may, by notice to the Borrower, cancel the Credit and demand prepayment of the Loan, together with accrued interest and all other amounts accrued and 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 which results or is reasonably likely to result in a Material Adverse Change.

4.03A(4) ILLEGALITY

If it becomes unlawful in any applicable jurisdiction for the Bank to perform any of its obligations as contemplated in this Contract or to fund or maintain the Loan, the Bank shall promptly notify the Borrower and may immediately (i) suspend or cancel the undisbursed portion of the Credit and/or (ii) demand prepayment of the Loan, together with accrued interest and all other amounts accrued or outstanding under this Contract on the date indicated by the Bank in its notice to the Borrower.

4.03A(5) FAILURE TO ALLOCATE,DISBURSE OR REALLOCATE

Upon written notification of the Bank, the Borrower shall prepay such part of the Loan that has not been allocated or which has been allocated but which not been disbursed to a Final Beneficiary by no later than the Final Availability Date.

If the Promoter fails to reallocate the Schemes on the due date in accordance with Article 1.09B, the Bank may, by notice to the Borrower, cancel the Credit in proportion to the amount not reallocated or demand prepayment of the Loan in an amount equal to the amount not reallocated, together with accrued interest and all other amounts accrued and outstanding under this Contract.

4.03A(6) EXCESS OF COMBINED EU AND EIB FINANCING

If, as at the date of the final allocation table delivered to the Bank pursuant to Article 8.01 the aggregate of ESIF funds disbursed to the Borrower and then outstanding and the portion of the Approved Credit disbursed to the Borrower and then outstanding exceeds 92% (ninety-two per cent.) of the total cost of the Project, as determined by the Bank on the basis of the final allocation table, 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. After the lapse of 30 (thirty) days from the date of such request for consultation, the Bank may forthwith, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan up to the amount by which the aggregate of ESIF funds disbursed and outstanding as at that date and the portion of Approved Credit disbursed to the Borrower and then outstanding exceeds 92% (ninety-two per cent.) of the total cost of the Project as determined by the Bank on the basis of the final allocation table. 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.

4.03A(7) ESIF EVENT

If the Borrower is informed, or has reasonable grounds to believe, that any ESIF Event has occurred or will occur, the Borrower shall promptly inform the Bank. Upon receipt of such information the Bank may demand that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request. In addition, after the elapse of 30 (thirty) days from the date of such a request, the Bank may by notice to the Borrower, forthwith cancel a proportionate part of the Credit or demand prepayment of a proportionate part of the Loan.

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 and Article 4.04, shall be paid on the date indicated by the Bank in its notice of demand.

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.

4.04 **General**

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

If 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.

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) in respect of interest and indemnities due under a Fixed Rate Tranche, a year of 360 (three hundred and sixty) days and a month of 30 (thirty) days;

(b) in respect of interest and indemnities due under a Floating Rate Tranche, a year of 360 (three hundred and sixty) days and the number of days elapsed;

(c) in respect of fees, a year of 360 (three hundred and sixty) days and the number of days elapsed.

5.02 **Time and place of payment**

Unless otherwise specified in this Contract or in the Bank's demand, 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 relevant account notified by the Bank to the Borrower. The Bank shall notify 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.

The Borrower shall indicate in each payment made hereunder the contract number ("FI nr") found on the cover page of this Contract.

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

Any disbursements by and payments to the Bank under this Contract shall be made using account(s) acceptable to the Bank. For the avoidance of doubt, any account in the name of the Borrower held with a duly authorized financial institution in the jurisdiction where the Borrower is incorporated or where the Project is undertaken is deemed acceptable to the Bank.

5.03 No set-off by the Borrower

All payments to be made by the Borrower under this Contract shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

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 this 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.

5.05 Application of sums received

(a) General

Sums received from the Borrower shall only discharge its payment obligations if received in accordance with the terms of this Contract.

(b) Partial payments

If the Bank receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under this Contract, the Bank shall apply that payment:

(i) first, in or towards payment pro rata of any unpaid fees, costs, indemnities and expenses due under this Contract;

(ii) secondly, in or towards payment of any accrued interest due but unpaid under this Contract;

(iii) thirdly, in or towards payment of any principal due but unpaid under this Contract; and

(iv) fourthly, in or towards payment of any other sum due but unpaid under this Contract.

(c) Allocation of sums related to Tranches

(i) In case of:

- a partial voluntary prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied pro rata to each outstanding instalment, or, at the request of the Borrower, in inverse order of maturity,

- a partial compulsory prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied in reduction *of the outstanding instalments in inverse order of maturity.*

(ii) Sums received by the Bank following a demand under Article 10.01 and applied to a Tranche, shall reduce the outstanding instalments in inverse order of maturity. The Bank may apply sums received between Tranches at its discretion.

(iii) In case of receipt of sums which cannot be identified as applicable to a specific Tranche, and on which there is no agreement between the Bank and the Borrower on their application, the Bank may apply these between Tranches at its discretion.

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 and the Promoter shall use, and shall cause the Final Beneficiaries to use, all proceeds of the Loan exclusively for the financing of Schemes to which allocations have been made pursuant to Article 1.08, subject to Article 1.04.

The Borrower shall have available to it the other funds listed in Recital (2) and that such funds shall be expended, to the extent required, on the financing of the Schemes included in the Project.

6.02 Completion of Project

The Promoter shall ensure that each Final Beneficiary will carry out the relevant Scheme 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 Promoter shall procure that each Final Beneficiary shall purchase equipment, secure services and order works for the relevant Scheme (a) in so far as they apply to it or to the Scheme, in accordance with European Union law in general and in particular with the relevant European Union Directives and (b) in so far as European Union Directives do not apply, by procurement procedures which, to the satisfaction of the Bank, respect the criteria of economy and efficiency and, in case of public contracts, the principles of transparency, equal treatment and non-discrimination on the basis of nationality.

6.05 Continuing Project undertakings

6.05A Final beneficiaries/Schemes

The Promoter shall cause each Final Beneficiary to:

(a) **Maintenance**: maintain, repair, overhaul and renew all property forming part of the Scheme 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 Scheme or, as appropriate, replace and renew such assets and maintain the Scheme 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 relevant Scheme to the satisfaction of the Bank in accordance with normal practice for similar works of public interest in Croatia;

(d) **Rights and Permits**: maintain in force all rights of way or use and all Authorisations necessary for the execution and operation of the Scheme;

(e) **Environment**:

(i) implement and operate the Scheme in compliance with Environmental Law;

(ii) obtain and maintain requisite Environmental Approvals for the Scheme; and

(iii) comply with any such Environmental Approvals;

(f) **Integrity:**

(i) take, within a reasonable timeframe, appropriate measures in respect of any member of its management bodies who has been convicted by a final and irrevocable court ruling of a Criminal Offence perpetrated in the course of the exercise of his/her professional duties, in order to ensure that such member is excluded from any Final Beneficiary's activity in relation to any funds made available by the Borrower to it under the Loan or in relation to the relevant Scheme;

(ii) promptly inform the Promoter of any measure taken by such Final Beneficiary pursuant to this Article 6.05A(f)(i);

(iii) represents to the Promoter that, to the best of its knowledge, no funds invested in the Scheme by the such Final Beneficiary are of illicit origin, including products of money laundering or linked to the financing of terrorism, as well as to promptly inform the Promoter if at any time it becomes aware of the illicit origin of any such funds;

(g) **Integrity Audit Rights:**

(A) ensure that all contracts under the relevant Scheme to be procured after the date of signature of this Contract in accordance with European Union Directives on procurement provide for:

(i) the requirement that the relevant contractor promptly informs the Bank of a genuine allegation, complaint or information with regard to Criminal Offences related to the relevant Scheme;

(ii) the requirement that the relevant contractor keeps books and records of all financial transactions and expenditures in connection with the relevant Scheme; and

(iii) the Bank's right, in relation to an alleged Criminal Offence, to review the books and records of the relevant contractor in relation to the relevant Scheme and to take copies of documents to the extent permitted by law;

(B) ensure that:

(i) it keeps books and records of all financial transactions and expenditures in connection with the relevant Scheme;

(ii) promptly inform the Promoter of a genuine allegation, complaint or information with regard to Criminal Offences related to the relevant Scheme;

(h) **Visits:**

allow persons designated by the Bank, as well as persons designated by other institutions or bodies of the European Union when so required by the relevant mandatory provisions of European Union law,

(a) to visit the sites, installations and works comprising the relevant Scheme,

(b) to interview representatives of the Final Beneficiary, and not obstruct contacts with any other person involved in or affected by the relevant Scheme; and

(c) to review the Final Beneficiary's books and records in relation to the execution of the relevant Scheme and to be able to take copies of related documents to the extent permitted by the law;

(d) provide the Bank, or ensure that the Bank is provided, with all necessary assistance for the purposes described in this Article.

The Promoter shall cause each Final Beneficiary to acknowledge that the Bank may be obliged to communicate information relating to the Final Beneficiary, the proceeds onlent to the Final Beneficiary under the Loan and/or the Schemes to any competent institution or body of the European Union in accordance with the relevant mandatory provisions of European Union law;

(i) **Accounts:**

request any disbursement from, and make any disbursement to, the Promoter under an onlending agreement relating to the Loan to a bank account in the name of such Final Beneficiary held with a duly authorised financial institution in the jurisdiction where such Final Beneficiary is incorporated or has its place of residence or where the Scheme is undertaken by such Final Beneficiary; provided that in the case of Final Beneficiaries which are State Budget Users, the Promoter shall cause each Final Beneficiary to request any disbursement from, and make any disbursement to, the Promoter through the system of Single Treasury Account opened in the Croatian National Bank in accordance with Croatian law.

For the purpose of this Contract:

"**Budget Act**" means the Budget Act published in the Official Gazette No 87/2008 and amended as published in the Official Gazette No 136/2012 and No 15/2015, as amended and/or supplemented and/or reinstated from time to time;

"**Budget Users**" means the State bodies, institutions, councils of minority, self-governments, budgetary funds and local self-government, the staff expenditures and/or material expenditures of which are provided for in the Budget in accordance with article 3 pf the Budget Act;

"**Single Treasury Account**" means the account deposited with the Croatian National Bank pursuant to article 60 of the Budget Act; and

"**State Budget Users**" means the Budget Users, determined from time to time by the Minister of Finance by Ordinance on identifying budget and extra-budgetary users of the state budget and the local and regional self-government units' budgets, and on the manner of keeping the Register of budget and extra-budgetary users published in the Official Gazette No 128/2009 and amended as published in the Official Gazette No 142/2014, the expenditures of which are funded under the Croatian State budget and the register of which is available at http://www.mfin.hr/hr/proracunsko-racunovodstvo.

6.05B Promoter

The Promoter shall:

(i) ensure that a Project Implementation Unit is in place and fully functional, dealing with allocation requests and regular reporting and monitoring;

(ii) ensure that the proceeds of the Loan will be allocated to the eligible Schemes financed under the OPCC with procedures modulated according to the Scheme size in line with applicable framework loan procedures and as indicated in the Schedule A.1;

(iii) ensure that proceeds of the Loan will be allocated to the eligible Schemes, using standard allocation tables and project fiches, with procedures modulated according to the Scheme size and in line with applicable framework loan procedures:

a) ex-post confirmation of eligible Schemes for all Schemes with total costs not exceeding EUR 25,000,000.00 (twenty-five million euros);

b) ex-ante approval for all projects with a cost between EUR 25,000,000.00 (twenty-five million euros) and EUR 50,000,000.00 (fifty million euros), with an option for an individual appraisal;

c) ex-ante individual approval for all projects with a cost above EUR 50,000,000.00 (fifty million euros);

(iv) verify the compliance of the Final Beneficiaries with the relevant and applicable rules of the European Union legislation, in particular in the fields of environment, state aid and public procurement;

(v) store and keep the relevant documents updated (including environmental studies related to the EIA, the Non-Technical Summaries of EIAs, and Nature/Biodiversity Assessments or equivalent documents supporting the compliance with the European Union Habitats and Birds Directives) to be provided to the Bank upon request. In case the Bank requires such documentation, the Promoter shall provide all documents requested promptly (within 10 (ten) working days with reference to the commitment in the Bank's public disclosure policy on responses to external inquiries) from receipt of the request from the Bank;

(vi) invite the Bank as an observer to meetings of the Monitoring Committees;

(vii) inform the Bank on the outcome of the OPCC's Strategic Environment Assessment's public consultation and how the input of the public was taken into account;

(viii) not commit any Bank's funds against Schemes that require an EIA or biodiversity assessment according to European Union and national law without, prior to commitment, receiving consent from the competent authority, and the Non-Technical Summary of the EIA having been made available to the public. The relevant environmental permits/confirmations must be received by the Bank before the funds are allocated;

(ix) ensure that there is no double-financing of the Schemes with other loans by the Bank with the same Final Beneficiary;

(x) promptly inform the Bank when the implementation of any allocated Scheme is suspended or the Scheme is cancelled;

(xi) promptly notify the Bank on any suspension of payments and or infringement procedures initiated by the EU Commission, no later than 5 days after the Borrower or the Promoter becomes aware of the EU Commission action;

(xii) promptly notify the Bank on the outcome of the Designation Procedure (according to Article 123 of the Common Provision Regulation);

(xiii) promptly notify the Bank on any audit reports carried out by the Independent Audit Authority, the EU Commission and the Court of Audit; and

(xiv) promptly notify the Bank on the results of the Performance Review (art.21 of the CPR).

The Bank shall carry out a mid-term review of the Project, preferably after the performance review, following which the Bank may change sections A.1, A.2. and/or A.3 of Schedule A.

The Bank reserves the right to review the allocation procedures in view of any change required by inter alia the EU Commission or the development of the Schemes.

B. General undertakings

6.06 <u>Compliance with laws</u>

The Borrower and the Promoter shall comply and shall procure that each Final Beneficiary complies in all respects with all laws and regulations to which they or the Project are 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 18 November 2014;

(e) no event or circumstance which constitutes an Event of Default has occurred and is continuing unremedied or unwaived;

(f) it has obtained all necessary Authorisations in connection with this Contract and in order to lawfully comply with its obligations hereunder, and the Project and all such Authorisations are in full force and effect and admissible in evidence;

(g) its payment obligations under this Contract rank not less than *pari passu* in right of payment with all other present and future unsecured obligations under any of its Debt Instruments except for obligations mandatorily preferred by law applying to companies generally;

(h) it is in compliance with all undertakings under this Article 6; and

(i) to the best of its knowledge, no funds invested in the Project by the Borrower or any Final Beneficiary are of illicit origin, including products of money laundering or linked to the financing of terrorism. The Borrower shall promptly inform the Bank if at any time it becomes aware of the illicit origin of any such funds.

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

6.08 Integrity

The Borrower shall take, within a reasonable timeframe, appropriate measures in respect of any of its agents with control and/or decision making powers over the Project and/or the Loan, and shall procure that the Promoter undertakes to take within a reasonable timeframe appropriate measures in respect of any member of its management bodies or any of its agents with control and/or decision making powers over the Project and/or the Loan who has been convicted by a final and irrevocable court ruling of a Criminal Offence perpetrated in the course of the exercise of his/her professional duties, in order to ensure that such member is excluded from any Borrower's activity in relation to the Project and/or the Loan and/or the Promoter activity in relation to the Project and/or the Loan.

6.09 Books and records

The Borrower and the Promoter shall ensure that it keeps and will continue to keep proper books and records of account, in which full and correct entries shall be made of all financial transactions and the assets and business of the Borrower and the Promoter, including expenditures in connection with the Project and the Schemes, in accordance with the CPR and the Financial Regulation (EU/Euratom) 966/2012 of the European Parliament and of the Council of 25.10.2012.

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 obligations under any of its 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 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 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 Debt Instrument bears to the total debt outstanding under that Instrument. For this purpose, any payment of an Debt Instrument that is made out of the proceeds of the issue of another instrument, to which substantially the same persons that hold claims under the Debt Instrument have subscribed, shall be disregarded.

In this Contract, "**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 of an obligation arising under a Debt Instrument of another.

7.02 Additional security

Should the Borrower grant to a third party any security for the performance of any 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, if applicable, that is stricter than any 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, or shall procure that the Promoter 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 or the Promoter do 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 and/or the Promoter 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 and/or the Schemes, also taking into account the disclosures made to the Bank in connection with the Project and/or the Schemes 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 and/or the Schemes;

(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, the Promoter or any Final Beneficiary or any 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 or the Promoter, which may substantially prejudice or affect the conditions of execution or operation of the Project;

(iii) a genuine allegation, complaint or information with regard to Criminal Offences related to the Project;

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

8.02 <u>Information concerning the Borrower, the Promoter and the Final Beneficiaries</u>

The Borrower shall deliver to the Bank from time to time, such information on its general financial situation as the Bank may reasonably require and inform the Bank immediately:

(i) of any fact which obliges it to prepay any financial indebtedness or any European Union funding;

(ii) of any event or decision that constitutes or may result in a Prepayment Event;

(iii) of any intention on its part to grant any security over any of its assets in favour of a third party;

(iv) of any fact or event that is reasonably likely to prevent the substantial fulfilment of any obligation of the Borrower under this Contract;

(v) of any event listed in Article 10.01 having occurred or being threatened or anticipated;

(vi) to the extent permitted by law, any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which, to the best of its knowledge and belief, is current, imminent or pending against (i) the agents of the Borrower with control and/or decision making power over the Loan or the Project or (ii) the management bodies or agents of the Promoter with control and/or decision making power over the Loan or the Project or (iii) the management bodies of any Final Beneficiary in connection with Criminal Offences related to the Loan or the Project;

(vii) of any measure taken by the Borrower or the Promoter pursuant to Article 6.08;

(viii) of any genuine allegation, complaint or information with regard to Criminal Offence related to any funds made available to the Final Beneficiary out of the proceeds of the Loan or any Scheme;

(ix) if at any time it becomes aware of the illicit origin, including products of money laundering or linked to the financing of terrorism with respect to funds made available to the Final Beneficiary or a Scheme;

(x) of any measure taken by the Final Beneficiary pursuant to Article 6.05A(f)(i).

8.03 Visits by the Bank

The Borrower and the Promoter shall allow persons designated by the Bank, as well as persons designated by other institutions or bodies of the European Union when so required by the relevant mandatory provisions of European Union law,

(a) to visit the sites, installations and works comprising the relevant Scheme;

(b) to interview representatives of the Borrower and/or the Promoter, and not obstruct contacts with any other person involved in or affected by Loan or the relevant Scheme; and

(c) to review the Borrower's and Promoter's books and records in relation to the Loan and the execution of the relevant Scheme and to be able to take copies of related documents to the extent permitted by the law.

The Borrower and the Promoter shall provide the Bank, or ensure that the Bank is provided, with all necessary assistance for the purposes described in this Article.

The Borrower and the Promoter acknowledge that the Bank may be obliged to communicate information relating to the Borrower, the Promoter and the Schemes to any competent institution or body of the European Union in accordance with the relevant mandatory provisions of European Union law.

8.04 Language

Information provided by the Borrower or by the Promoter pursuant to this Article 8 shall be provided in the English language or with an English translation.

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, fees and expenses, including professional, banking or exchange charges and any fees, if any, of legal, insurance, technical and other independent consultants engaged by the Bank, incurred in connection with the preparation, execution, implementation, enforcement 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, enforcement and realisation of any security for the Loan.

9.03 Increased costs, indemnity and set-off

(a) The Borrower shall pay to the Bank any sums or expenses incurred or suffered by the Bank as a consequence of the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or compliance with any law or regulation made after the date of signature of this Contract, in accordance with or as a result of which (i) the Bank is obliged to incur additional costs in order to fund or perform its obligations under this Contract, or (ii) any amount owed to the Bank under this Contract or the financial income resulting from the granting of the Credit or the Loan by the Bank to the Borrower is reduced or eliminated.

(b) Without prejudice to any other rights of the Bank under this Contract or under any applicable law, the Borrower shall indemnify and hold the Bank harmless from and against any loss incurred as a result of any payment or partial discharge that takes place in a manner other than as expressly set out in this Contract.

(c) 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. If either obligation is unliquidated or unascertained, the Bank may set off in an amount estimated by it in good faith to be the amount of that obligation.

ARTICLE 10

Events of Default

10.01 Right to demand repayment

The Borrower shall repay all or part of the Loan (as requested by the Bank) 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 does not pay on the due date any amount payable pursuant to this Contract at the place and in the currency in which it is expressed to be payable, 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 (three) Business Days of its due date;

(b) if any information or document given to the Bank by or on behalf of the Borrower or the Promoter or any representation, warranty or statement made or deemed to be made by the Borrower in or pursuant to 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 in relation thereto, 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 any other loan or obligation arising out of any financial transaction or any commitment for any other loan or obligation arising out of any financial transaction is cancelled or suspended;

(d) if the Borrower defaults in the performance of any obligation in respect of any other loan granted by the Bank or financial instrument entered into with the Bank;

(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 European Union;

(f) if a Material Adverse Change occurs, as compared with the Borrower's condition at the date of this Contract; or

(g) 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.

10.01B **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 the Prepayment Indemnity on any amount of principal due to be prepaid. Such Prepayment Indemnity 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 of principal 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.

ARTICLE 11

Law and jurisdiction, miscellaneous

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 England.

11.02 Jurisdiction

(a) The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with this Contract (including a dispute regarding the existence, validity or termination of this Contract or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Contract.

(b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

11.03 Agent of Service

Without prejudice to any other mode of service allowed under any relevant law, the Borrower hereby irrevocably appoints the Embassy of the Republic of Croatia in the United Kingdom of Great Britain and Northern Ireland as its agent of service for the purposes of accepting service on its behalf of any writ, notice, order, judgement or other legal process. The Borrower agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.

The Bank hereby appoints The Security Management Trust Limited of 8 Lothbury, London, England to be its agent for the purpose of accepting service of legal process.

11.04 Place of performance

Unless otherwise specifically agreed by the Bank in writing, the place of performance under this Contract, shall be the seat of the Bank.

11.05 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.

11.06 Third party rights

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

11.07 Entire Agreement

This Contract constitutes the entire agreement between the Bank and the Borrower in relation to the provision of the Credit hereunder, and supersedes any previous agreement, whether express or implied, on the same matter.

11.08 Invalidity

If at any time any term of this Contract is or becomes illegal, invalid or unenforceable in any respect, or this Contract is or becomes ineffective in any respect, under the laws of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

(a) the legality, validity or enforceability in that jurisdiction of any other term of this Contract or the effectiveness in any other respect of this Contract in that jurisdiction; or

(b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Contract or the effectiveness of this Contract under the laws of such other jurisdictions.

11.09 Amendments

Any amendment to this Contract shall be made in writing and, other than as set out in Article 1.08 B in respect of allocation procedures, with an agreement between the Bank and the Borrower and shall be signed by the parties hereto.

11.10 Counterparts

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

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 Bank:	Operations Directorate Adriatic Sea Department Lending Operations in Slovenia, Croatia and Western Balkans 100, boulevard Konrad Adenauer L-2950 Luxembourg Facsimile no.: +352 4379 67487
For the Borrower:	
Ministry of Finance:	Attention: Ministry of Finance Katanciceva, 5 10000 Zagreb Croatia Facsimile no.: +385 14922583
Ministry of Regional Development and EU Funds:	Attention: Ministry of Regional Development and European Union Funds Račkoga, 6 10000 Zagreb Croatia Facsimile no.: +385 16400644

For the avoidance of doubt, all notices and other communications given under this Contract by the Bank to the Borrower shall be sent to the Ministry of Finance with copy to Ministry of Regional Development and EU Funds, and all notices and other communications given under this Contract by the Bank to the Promoter shall be sent to the Ministry of Regional Development and EU Funds with copy to the Ministry of Finance.

For the avoidance of doubt, all notices and other communications given under this Contract by the Promoter to the Bank shall be sent through or with copy to the Ministry of Finance, and all notices and other communications given under this Contract by the Borrower to the Bank shall be sent to the Ministry of Finance with copy to the Ministry of Regional Development and EU Funds.

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.

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.

12.03 Recitals and Schedules

The Recitals and following Schedules form part of this Contract:

Schedule A	Project Specification and Reporting
Schedule B	Definition of EURIBOR
Schedule C	Forms for Borrower
Schedule D	Interest Rate Revision and Conversion
Schedule E	Certificate to be provided by the Borrower

12.04 Entry into force

This Contract shall enter into force on the date of entry into force of the law of its ratification.

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

At Zagreb, this 30 March 2015

Signed for and on behalf of	Signed for and on behalf of
THE REPUBLIC OF CROATIA	EUROPEAN INVESTMENT BANK
The Minister of Finance	The Vice-President
Boris LALOVAC	Dario SCANNAPIECO

Schedule A

Project Specification and Reporting

A.1 Technical Description (Article 6.02)

A.1.1 Purpose, Location

The project, structured as a Structural Programme Loan, will support the Croatian Partnership Agreement (PA) and selected investments for one Operational Programme (OP), the Operational Programme Competitiveness and Cohesion 2014-2020 (OPCC). The interventions financed by the Bank will focus mainly but not exclusively on the following sectors: transport, energy, environment, health, R&D infrastructure, nature protection, social infrastructure, ICT, urban regeneration, water and waste. The OPCC could contain 41 major projects based on the indicative list of major projects attached thereto. If applicable, major projects in the transport sector benefitting from CEF support and implemented by the promoter could also be funded hereunder.

A.1.2 Description

The project will finance selected investment from the axes the OPCC:

1. Strengthening the economy through application of research and innovation
2. Use of information and communication technologies
3. Business competitiveness
4. Promoting energy efficiency and renewable energy sources
5. Climate Change and Risk Management
6. Environmental Protection and Sustainability of Resources
7. Connectivity and mobility
8. Social Inclusion and Health
9. Education, Skills and Lifelong Learning
10. Technical Assistance

A.1.3 Calendar

The projects are expected to be implemented in the 2014-2020 programming period and completed by no later than end of 2023. This takes into account the rules of the Common Provision Regulation concerning the closure of projects.

A.1.4 General Provisions

Eligibilities. The Bank will generally allocate its funds only to eligible schemes which are economically, technically and financially justified and environmentally sound All schemes must comply with European Union environmental, procurement and state aid legislation as well as comply with the principles and standards of the Bank's Environmental Policy Statement [1]

The eligibility for EIB financing will be checked by the Bank at the allocation stage against the list below and the Bank's normal eligibility criteria

The Bank reserves the right to review allocations procedures in view of the development of the Project

General exclusions. The following costs are not eligible for EIB financing VAT and other taxes and duties, land acquisition, purchase of buildings, maintenance and other operating costs, acquisition of second-hand assets, interest during construction, purchase of licences for the use of non-generated public resources (e g telecom licences), patents, brands and trademarks Purely financial transactions are also not eligible

Excluded Sectors:

- Manufacture and distribution of weapons and ammunition, arms and military equipment
- Manufacture and distribution of tobacco or alcohol products
- Gambling and betting activities
- Detention facilities e g prisons, police stations, schools with custodial functions
- Sectors and activities with a strong ethical dimension considered to carry significant reputation risk

Urban development
All schemes related to a specific urban area will have to abide to urban and territorial planning instruments, have reasonable costs and be self-contained (not just a component of a major one), but complementary to the global urban action

A.1.5 Allocation Procedures

The Bank funds will be allocated to the schemes co-financed with the European Union Funds under the OPCC with procedures modulated according to the scheme size and in line with applicable framework loan procedures

a) Eligible schemes with an investment cost below EUR 25m are selected by the Promoter The choices are subject to ex-post confirmation of eligibility by the Bank's services The Promoter is to submit an allocation request in a form required by the Bank (as defined in A 1 6 2)

b) Eligible schemes with a cost between EUR 25m and EUR 50m are submitted ex-ante to the Bank for approval before funding, using a template as defined in A 1 7 or a feasibility study The Bank keeps the right to ask for additional information, partial or in-depth appraisal of the scheme will be undertaken, if judged necessary

[1] http //www eib org/attachments/strategies/eib_statement_esps_en pdf, or any successor web link thereof

c) Eligible schemes with a cost above EUR 50m are to be treated, in principle, like separate loans and appraised separately by the Bank's services. Schemes will be subject to approval before allocation. The Promoter shall provide documentation requested by the Bank, at its discretion, as individually indicated by the Bank to the Promoter.

d) The Promoter should provide together with an allocation request the following documentation supporting environmental compliance of the schemes concerned:

- for schemes requiring an EIA, either the Non-Technical Summary of the EIA or a link to a public version of the Non-Technical Summary of the EIA or equivalent document, together with a copy of the relevant consent showing that public consultation has been performed and its results taken into consideration. The Promoter shall not request EIB for allocation of schemes that require an EIA assessment according to European Union and national law without receiving consent from the competent authority.

- for schemes subject to assessment, but without significant impact, potential or likely, on a conservation site (Natura 2000 or otherwise), a declaration from the Competent Authority that the schemes are in compliance with European Union Habitats and Birds Directives (either Forms A as per Annex A.1.8 or its equivalent or a simplified declaration /A list of schemes signed by the Competent Authority certifying that none of the schemes has any significant impact on any protected site). The Promoter shall not request EIB for allocation of schemes that require a biodiversity assessment according to European Union and national law without receiving consent from the competent authority.

- for schemes with a significant impact, potential or likely, on a conservation site, Form B as per Annex A.1.8 - or its equivalent - has to be signed by the Competent Authority and submitted to the Bank together with the opinion of the EU Commission (if required by the Article 6(4) of the Habitats Directive).

e) The Promoter shall store and maintain updated the relevant documents (including environmental studies related to EIA, the Non-Technical Summaries of EIAs, and Nature/Biodiversity Assessments or equivalent documents supporting the compliance with the European Union Habitats and Birds Directives) to be provided to the Bank upon request. In case the EIB requires such documentation, the Promoter shall promptly provide all the requested documents.

d) The allocation request for all line investments in the transport sector (roads and rail) and water and waste sector with project cost below EUR 25m must be accompanied by tables as per A.1.6.3, A.1.6.4, A.1.6.5 or A.1.6.6.

All information shall be provided to the Bank in an electronic form, tables in spreadsheets.

The Bank reserves the right to review at mid-term the allocation procedures in view of the development of the Project with the Promoter.

A.1.6.1 Summary Allocation Report Table by Priority

ALLOCATION NO. x
DATE: *DD/MM/YYYY*

Name of EIB Operation: *CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL)*
Number of EIB Operation: 2014-0375

Currency: EUR

SUMMARY ALLOCATION TABLE (FOR ALL SCHEMES INCLUDED IN EIB OPERATION
DISBURSEMENTS (cumulative up to DD/MM/YYYY)

EIB Tranche date *(DD/MM/YYYY)*	Amount (EUR)	Percent of EIB Tranche(s) allocated to the projects (%)	Percent of EIB Tranche(s) Disbursed to Final Beneficiaries
date x			
...			
...			
The current (latest) request			
Total			

ALLOCATIONS (cumulative up to DD/MM/YYYY)

Operational Programmes and priorities	Total (eligible) costs (EUR '000)	EU contribution (EUR '000)	Central Government (EUR '000)	Other resources (EUR '000)	Number of schemes	Range of schemes total cost	
						Lowest (EUR '000)	Highest (EUR '000)
Operational Programme Competitiveness and Cohesion							
EIB Project							

Of which EIB funds allocated (EUR '000)	
Total EIB Funds disbursed to Final Beneficiaries (EUR '000)	

Responsible person: *<Name and surname>*
<Function>
<Department>
Ministry of Regional Development and EU Funds

Signature: ....
Date: *DD/MM/YYYY*
Place: Zagreb, Croatia

A.1.6.2 Template for Monitoring (Allocation request)

EIB Project: CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL)

Managing Authority (sector)

Identification code	Priority axis/ key area	Location (county/ municipality or commune)	Final Beneficiary (name and type)	Project description	Environmental compliance		Implementation phase	Start/end dates		Total Eligible Cost		EU funds (CF, ERDF)		State contribution (financed through EIB loan)		Other Contributions	ERR
					EIA	Nature conservation (Natura 2000)		start	end	planned	actual	planned	actual	planned	actual		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
									Total								

Explanatory notes:

(4) Name and type of final beneficiary state, municipality, private, NGO, etc

(6) Please indicate NO no EIA required, S-O Annex II project screened out, Yes Annex I project or Annex II screened in If YES, provide copy of NTS at allocation or as soon as available

(7) It refers to Natura 2000 or other habitats areas of international or national importance Please indicate NO Assessment not required, NSI Assessment performed no significant impact, SI, Assessment performed, significant impact - please attache Form B at allocation or when available but before allocation of any EIB funds to the project

(8) Please indicate the implementation phase of the project at the date of submission (FS, preliminary design, implementation, completed etc)

(9),(10) Please indicate the latest estimated dates for commencement and completion of the project

(11) Estimated initial total eligible cost of the project (as reported to the EC, fixed at time of allocation request, this amount should remain unchanged until end of the programme)

(12) Latest estimate to be updated at each allocation request

(13)-(16) Similar with 11 and 12 respectively

(17) Other contribution all remaining contributions of the state, region, municipality, beneficiary, etc

(18) Projects estimated ERR at time of allocation in case of ex-ante, at time of approval by MA in case of ex-post (when applicable)

A.1.6.3 Template for Roads

Project: **CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL)**
Oper. No: **2014-0375** **Contract No:**

Project reference number	Name of scheme	Managing Authority (1)	Road No	Road type (2)	Road		Cost (000 EUR)	Cost/km	AADT (3)	Traffic/% HGV (4)	Type of Work/Type of Defect (5)	Expected construction period	Justification/Notes/ERR (6)
					Width (m)	Length (km)							
TOTAL							0						

Legend

1	*Implementation authority*	e g NDS, region, municipality (name), other road organisation (name), etc
2	*Road type*	Number of lanes (e g 2x1, 2x2, 3x2, etc)
3	*AADT*	Average Annual Daily Traffic, (vehicles/day)
4	*HGV*	Heavy Good Vehicles
5	*Type of Work*	1 Resurfacing, 2 Rehabilitation, 3 Reconstruction, 4 Upgrading, 5 New construction (new alignment), 6 safety improvements
		Defects according to standard codes in use and adopted by national road authorities
6	*Justification/Notes/ERR*	A - increasing the road traffic safety and improving the environment
		B - increasing the service level (traffic capacity)
		C - increasing the load bearing capacity
		Economic rate of return - if done

A.1.6.4 Template for Rails

Project: **CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL)**
Oper. No: **2014-0375** **Contract No:**

Project reference number	Name of scheme	Rail section code	Implementation authority (1)	Rail section		Cost (000 EUR)	Cost/km	Traffic (2)	% Freight traffic	Type of Work (3)	Expected construction period	Justification/ Notes/ ERR (4)
				Number of tracks	Length km							
TOTAL						0						

Legend

1	*Implementation authority*	e g rail organisation (name), private rail company (name), etc
2	*Traffic*	Passenger kilometers
3	*Type of Work*	1 Rehabilitation, 2 Upgrading, 3 Reconstruction, 4 Signalling, 5 Electrification 6 New construction (new alignment), 7 telecommunication 8 Tracks
4	*Justification/Notes/ERR*	A - increasing the road traffic safety and improving the environment B - increasing the service level (traffic capacity) C - increasing the load bearing capacity Economic rate of return - if done

A.1.6.5 Template for Water

Project: **CROATIA EU FUNDS CO-FINANCING 2014-2020**
Oper. No: **2014-0375** **Contract No:**

Project ref number	Name of scheme	Implement Authority (1)	Project type (2)	Water supply						Waste water collection and treatment						Total Cost (000 EUR)	Expected construction period
				Length of mains (m) (3)	Capacity of WTP (m³/d) (4)	Connections (nbr) (5)	Beneficiary population (households) (6)	Main type of Work (7)	Cost water supply (000 EUR)	Length of sewers (m) (3)	Capacity of WWTP (PE) (4)	Connections (nbr) (5)	Beneficiary population (households) (6)	Main type of Work (7)	Cost waste water (000 EUR)		
TOTAL															0		

Legend

1	*Implementation authority*	Name of water utility
2	*Project type*	W Water supply, WW waste water, W+WW water and waste water
3	*Length*	Length of newly built or rehabilitated pipes (excluding length of house connections)
4	*Capacity of WTP*	Capacity of newly built plant or rehabilitation All types of water treatment, including simple treatment at spring or well source (chlorination, aeration, etc)
5	*House connections*	New domestic connections, both extensions and rehabilitation of existing ones
6	*Beneficiary population*	Urban or rural population benefitting from the project component, in number of households connected
7	*Main type of works*	N New construction (extensions) , R Rehabilitation or reconstruction of existing infrastructure

A.1.6.6 Template for Waste Sector Schemes

Project: CROATIA EU FUNDS CO-FINANCING 2014-2020

Oper. No: 2014-0375 **Contract No:**

			Project Demand					Project Description							
Project ref number	Name of scheme	Implementing entity	Regions served	Population served	Total MSW generation (kt/yr)	Target waste types	Target waste flow (kt/yr)	Main project components (1)	Technical scope of treatment facilities (2)	Types of outputs produced in treatment facilities	Distance from project site to main population centre served	Distance from project site to nearest RWMC	Total investment cost (m EUR)	Current status of preparation and permitting	Expected construction period
										TOTAL			0		

Notes

1 List components e g types and number of collection equipment, treatment facility types and capacity, landfill capacity

2 Describe technical scope, e g type of treatment facility, configuration pf MBT plant

A 1.7 Project Fiche for schemes with a cost between EUR 25m and EUR 50m

PROJECT FICHE

CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL) / A

2014-0375

Scheme Name: Scheme reference number: Implementing body: Contact Person: Contact (e-mail, telephone):	Scheme promoter: Location: Sector: Type: new project/ extension/ rehabilitation Date: Signature of the Promoter :

1. **Scheme**

1.1 Background

1.2 Reasons for undertaking the Project and key objectives

1.3 Technical description of the project including relevant key dimensions and capacities

1.4 Entity(ies) responsible for project design, construction and supervision

1.5 Investment cost (total) in EUR

Engineering and supervision	-
Land	-
Civil works (Building work)	-
Equipment	-
Miscellaneous	-
Technical contingencies	-
Price contingencies (...% escalation p.a.), if applicable	-
Interest during construction	-
Total	**-**

1.6 Expected expenditure schedule (in EUR)

year	2014	2015	2016	+n	Total
EUR					

1.7 Expected technical/ economical life-span (years)

1.8 Implementation period (dates: month, year)

a) Start:
b) Completion:

1.9 Authorisation required to implement/operate the project

Please provide the name(s) of the authority(ties) issuing the relevant permit(s) and whether or not the authorisation(s) has (have) been issued. If permits are not issued, please indicate the expected date.

1.10 Jobs affected by the investment

Number of jobs that will be created, secured or lost as a consequence of the project

a) during construction:	
b) post construction (operation and maintenance) – secured:	

1.11 Physical indicators

Please indicate (quantify) planned physical output/result of the project.

Indicator name and definition	Baseline (year)	Target value (year)
a) ...		
b)		
c)		

1.12 Procurement

Type and specifics on tender(s)

1.13 Environmental impacts

a) Please explain briefly the effects of the project on the environment.

b) Does the Project have any particular environmental risks or benefits?

c) Compliance with environmental requirements (local, national, European Union) and summary description of mitigating measures adopted, if any; indicate if an EIA is required and if the project is located within/impacts a Natura 2000 sites, or similar - in the affirmative cases, please provide information on the relevant assessment and administrative decisions for such projects. The Bank's services may require further information (such as a copy of the non-technical EIA summary, analysis of impact on Natura 2000 sites or similar).

1.14 Operation and maintenance of the facilities:

a) Organisation in charge of the operation and maintenance of the Scheme;

b) Operating and maintenance costs and available budget for operation and maintenance.

1.15 Economic and financial aspects

a) Population served by the Scheme, or other pertinent demand analysis (e.g. traffic);

b) If applicable, a summary of cost-benefit or economic feasibility analysis;

c) If applicable, cost recovery mechanism (Will users be required to contribute to the cost of the Scheme? Tariff policy?).

2. Overall conclusions and recommendations

Place:

Date:

Promoter:

Responsible person:

A.1.8 Forms A/B according to the EU Habitats and Birds Directives

I. DIO – FORM A- PART 1

Obrazac A – Ocjena prihvatljivosti sukladno članku 6. stavak 3. nije bila potrebna

IZJAVA TIJELA NADLEŽNOG ZA PRAĆENJE STANJA NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE[2]

Nadležno tijelo: .... ,

nakon što je ispitalo prijedlog projekta[3] ....

koji će se izvoditi na području:. ....

izjavljuje kako nije izgledno da će projekt imati značajan utjecaj na područje iz mreže NATURA 2000 iz sljedećih razloga:

Stoga se smatra kako ocjena prihvatljivosti propisana člankom 6. stavak 3. nije potrebna.

U prilogu je sadržan zemljovid u mjerilu 1:100.000 (ili najbližem mogućem mjerilu) koji prikazuje lokaciju projekta kao i zahvaćena područja iz mreže NATURA 2000, ako takva postoje.

Datum (dd/mm/gggg):

Potpis:

Ime i prezime:

Dužnost:

---

[2] Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima

[3] Uzimajući u obzir zahtjeve iz članka 6. stavak 3. Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore

Organizacija:

(Tijelo nadležno za praćenje stanja na područjima iz mreže NATURA 2000)

Službeni pečat:

II. DIO – FORM A- PART 2

Obrazac A – Procjena utjecaja na područje NATURA 2000 – Nema rizika značajnog utjecaja

IZJAVA TIJELA NADLEŽNOG ZA PRAĆENJE STANJA NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE[4]

Nadležno tijelo ....,

nakon što je ispitalo prijedlog projekta[5] ....,

koji će se izvoditi na ....,

izjavljuje kako, slijedom ocjene prihvatljivosti propisane člankom 6. stavak 3. Direktive 92/43/EEZ, projekt neće imati značajnih utjecaja na područje od važnosti za zaštitu priorode[1].

Molimo vas da iznesete sažetak zaključaka ocjene prihvatljivosti obavljene sukladno članku 6. stavak 3. Direktive 92/43/EEZ:

Molimo vas da iznesete sažeti prikaz mjera ublažavanja neophodnih za potrebe projekta:

U prilogu je sadržan zemljovid u mjerilu 1:100.000 (ili najbližem mogućem mjerilu) koji prikazuje lokaciju projekta kao i područje od važnosti za zaštitu prirode.

Potpis:

Ime i prezime i dužnost:

Organizacija (tijelo nadležno za praćenje stanja na područjima iz mreže NATURA 2000)

Službeni pečat:

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4 Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima.

5 Uzimajući u obzir zahtjeve iz članka 6. stavak 3. Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore

Obrazac B – Rizik značajnog utjecaja – FORM B

PODACI TIJELA NADLEŽNOG ZA PRAĆENJE STANJA NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE[6]

Nadležno tijelo .... ,

nakon što je ispitalo[7] prijedlog projekta .... ,

koji će se izvoditi na području ....

iznosi sljedeće podatke i dokumentaciju koja se Europskoj komisiji dostavlja (označiti odgovarajuće polje):

na uvid (čl. 6. st. 4.(1)) ☐ *na davanje mišljenja (čl. 6. st. 4.(2))* ☐

Država članica:
Nadležno domaće tijelo:
Adresa:
Osoba za kontakte:
Tel., faks, e-pošta:
Datum:
Sadrži li obavijest osjetljive podatke? Ako sadrži, molimo da ih naznačite i obrazložite.

[6] Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima.

[7] Uzimajući u obzir zahtjeve iz članka 6 stavak 4 Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore.

1. PLAN ILI PROJEKT

Naziv plana/projekta:

Predlagatelj:

Sažetak plana ili projekta koji ima utjecaj na predmetno područje:

Opis i lokacija projektnih sastavnica i djelatnosti s potencijalnim učincima, uz točnu naznaku pogođenih područja (uključujući zemljovide):

2 OCJENA NEGATIVNIH UTJECAJA[8]

Naziv i oznaka pogođenog (pogođenih) područja iz mreže Natura 2000

Molimo vas da označite odgovarajuće polje

☐ područje posebne zaštite (**SPA**) prema Direktivi o pticama

☐ područje posebne zaštite/posebno područje zaštite (**SCI/SAC**) prema Direktivi o staništima

☐ područje na kojem se **nalazi** neko **prioritetno** stanište/vrsta

☐ **pogođena** su **prioritetna** staništa/vrste

☐ močvarno područje od međunarodne važnosti, koje je kao takvo određeno sukladno **Ramsarskoj konvenciji** ili ispunjava uvjete za takvu zaštitu

☐ područje uvršteno u najnoviji popis **područja važnih za ptice** (IBA) ili (ako postoji) kakav istovrijedan iscrpniji znanstveni popis prihvaćen od domaćih nadležnih tijela

☐ područje na koje se primjenjuje **Bernska konvencija** o zaštiti europskih divljih vrsta i prirodnih staništa (čl 4), a osobito područje koje ispunjava kriterije **Smaragdne mreže**

☐ područja zaštićena domaćim propisima o zaštiti prirode

Ciljevi očuvanja područja i ključne značajke koje doprinose njegovoj cjelovitosti

Staništa i vrste koje će biti pogođene štetnim posljedicama (npr naznaka njihove reprezentativnosti i, ako je primjenjivo sukladno čl 17 , stanja njihove očuvanosti i stupnja izoliranosti te njihovih uloga i funkcija na predmetnom području)

[8] Napomena Naglasak treba staviti na očekivane štetne utjecaje na staništa i vrste zbog kojih je predmetno područje predloženo za uvrštenje u mrežu Natura 2000 Potrebno je navesti sve podatke koji bi mogli biti bitni u svakom pojedinom slučaju ovisno o utvrđenim posljedicama po zahvacene vrste i staništa

Važnost područja za staništa i vrste koje će biti pogođene (npr. obrazloženje uloge predmetnog područja na državnoj razini i unutar biogeografske regije te u odnosu na cjelovitost mreže Natura 2000).

Opis očekivanih štetnih utjecaja (nestanak staništa/vrsta, pogoršanje stanja, uznemiravanje vrsta, izravni i neizravni učinci itd.), razmjera utjecaja (površina staništa i broj vrsta ili područja na kojima se one javljaju, a koja su pogođena projektom), važnosti i veličine (npr. razmatranje pogođene površine ili populacije u odnosu na ukupnu površinu ili populaciju na razini predmetnog područja i, možebitno, cijele zemlje) te lokacije (uključujući zemljovide).

Možebitne kumulativne i ine posljedice koje bi po svoj prilici mogle nastati uslijed provedbe plana ili projekta koji je predmet ocjene u sprezi s provedbom drugih planova ili projekata.

Mjere ublažavanja predviđene projektom (opis načina na koji će se iste provesti i na koji će se time izbjeći li umanjiti nepovoljne posljedice po predmetno područje).

3. ZAMJENSKA RJEŠENJA

Naznaka i opis mogućih zamjenskih rješenja, uključujući mogućnost neprovođenja projekta, tj. "nultu" opciju (navesti kako su utvrđena, koji su postupci i metode korišteni itd.)

Ocjena zamjenskih rješenja koja su razmotrena i obrazloženje odabranog zamjenskog rješenja (razlozi zbog kojih su nadležna domaća tijela zaključila kako ne postoje nikakva zamjenska rješenja)

4. IMPERATIVNI RAZLOZI PRETEŽUĆEG JAVNOG INTERESA

Razlog za provedbu ovog plana ili projekta unatoč njegovim negativnim utjecajima:

- Imperativni razlozi pretežućeg javnog interesa, uključujući razloge društvene ili gospodarske naravi (u slučaju da nema prioritetnih staništa/vrsta)

- ljudsko zdravlje

- javna sigurnost

- korisne posljedice od prvenstvene važnosti za okoliš

- ostali imperativni razlozi pretežućeg javnog interesa

Opis i obrazloženje prevage tih razloga[9].

[9] Potrebna razina podrobnosti može se razlikovati ovisno o tome dostavlja li se obavijest na uvid ili radi dobivanja mišljenja

5. KOMPENZACIJSKE MJERE[10]

Ciljevi, ciljna obilježja (staništa i vrste) i ekološki procesi/funkcije koje treba kompenzirati (razlozi, zašto su te mjere prikladne za kompenziranje negativnih utjecaja))

Obuhvat kompenzacijskih mjera (površina područja, brojnost populacije)

Naznaka i lokacija područja obuhvaćenih kompenzacijskim mjerama (uključujući zemljovide)

Dosadašnje stanje i uvjeti na područjima obuhvaćenim kompenzacijskim mjerama (postojeća staništa i njihovo stanje, vrsta zemljišta, namjena zemljišta itd.)

Očekivani rezultati i obrazloženje načina na koji će se predloženim mjerama kompenzirati štetni utjecaji na cjelovitost područja i omogućiti očuvanje cjelovitosti mreže Natura 2000

Vremenski raspored provedbe kompenzacijskih mjera (uključujući dugoročnu provedbu), uz naznaku rokova u kojima se očekuje ostvarivanje očekivanih rezultata

10 Potrebna razina podrobnosti može se razlikovati ovisno o tome dostavlja li se obavijest na uvid ili radi dobivanja mišljenja.

Metode i tehnike koje se predlažu za provedbu kompenzacijskih mjera i ocjena njihove izvodljivosti i moguće djelotvornosti   Troškovi i financiranje predloženih kompenzacijskih mjera   Odgovornost za provedbu kompenzacijskih mjera   Praćenje provedbe kompenzacijskih mjera gdje god je to predviđeno (npr. ako postoji neizvjesnost u pogledu djelotvornosti mjera), ocjena rezultata i poduzimanje daljnjih koraka

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:

	Financial Contact	**Technical Contact**
Company	*Ministry of Finance*	*Ministry of Regional Development and European Union Funds*
Contact person	*Silvija Belajec*	*Juraj Ivankovic*
Title	*Head of Sector*	*Head of Sector*
Function / Department financial and technical	*Head of sector for International Financial Relations*	*Head of sector for management of Operational Programmes*
Address	*Katančićeva 5* *10000 Zagreb* *Croatia*	*Rackoga 6* *10000 Zagreb* *Croatia*
Phone	*+385-1-4591 344*	*+385-1-643 8201*
Fax	*+385-1-4922 583*	*+385-1-630 3216*
Email	*silvija.belajec@mfin.hr*	*juraj.ivankovic@mrrfeu.hr*

The above-mentioned contact person is the responsible contact for the time being.
The Borrower or Promoter shall inform the EIB immediately in case of any change.

2. Information on specific subjects

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

Document / information	**Deadline**
Information on the initiation by the EU Commission of an infringement procedure or of legal proceedings before the Court of Justice of the EC for non-compliance of Community law regarding a project or scheme to be financed or financed under this Loan	*in every case without delay but not later than 5 calendar days after the Promoter becomes aware of the Commission action*
Information on the initiation by the EU Commission of any suspension of payments	*in every case without delay but not later than 5 calendar days after the Promoter becomes aware of the EU Commission action*
Copy of the decision approving the Operational Programmes, corresponding project selection criteria, and the final version of the OPs	*5 calendar days after final approval of the OPs by the EU Commission*
Information about changes in any of the Operational Programmes	*5 calendar days after final approval of the changes in the OPs by the EU Commission*

3. <u>Information on the Project's implementation.</u>

The Promoter 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
- annual implementation report(s) on the implementation of the operational programme (as defined in the Common Provisions Regulation art 50 and 111) Additionally including: - description of any major issue with impact on the environment; - any significant issue that has occurred and any significant risk that may affect the project's operation; - any legal action concerning the project that may be ongoing, - executive summary that contains information on the physical and financial progress of the Operational Programme.	by 30 June each year from 2015 to 2023	Annually
- annual control report and opinion (as defined in Article 127 of CPR)	by 30 June each year from 2016 to 2023	Annually
- list of projects in electronic format, including information collected in IT systems (A.1.6.2, A.1.6.3, A.1.6.4, A.1.6.5, A.1.6.5)	together with annual implementation report	Annually, unless on that year the Borrower has sent any Allocation Request
- information as required for the Bank for the preparation of a project progress report	by 30 November each year from 2015 to 2023	Annually
- copies of other relevant documents, including ad hoc reports, provided to the EU Commission in connection with the Operational Programmes included within this operation.	as to the EU Commission	When available
- all documents and information necessary to enable the Bank to monitor the physical and financial progress of the Project and the schemes financed thereunder.	upon request	

4. <u>Information on the end of works and first year of operation</u>

The Promoter 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
- final report(s) on the implementation of the operational programme (as defined) - additionally including: - description of any major issue with impact on the environment; - any significant issue that has occurred and any significant risk that may affect the project's operation - any legal action concerning the project that may be ongoing.	by 31 June 2024
- closure declaration (as defined in Article 141 CPR) together with the final control report and EU Commission's approval/comments	As to the EU Commission

Language of reports	*English*

Definitions of EURIBOR

A. EURIBOR

"**EURIBOR**" means:

(a) in respect of a relevant period of less than one month, the Screen Rate (as defined below) for a term of one month;

(b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and

(c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the rate is taken or from which the rates are interpolated being the "**Representative Period**").

For the purposes of paragraphs (b) and (c) above, "available" means the rates, for given maturities, that are calculated and published by Global Rate Set Systems Ltd (GRSS), or such other service provider selected by the European Money Markets Institute (EMMI), under the sponsorship of EMMI and EURIBOR ACI, or any successor to that function of EMMI and EURIBOR ACI as determined by the Bank.

"**Screen Rate**" means the rate of interest for deposits in EUR for the relevant 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 Screen 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.

If the rate resulting from the above is below zero, EURIBOR will be deemed to be zero.

If no rate is available as provided above, EURIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

B. GENERAL

For the purposes of the foregoing definitions:

(a) 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.

(b) The Bank shall inform the Borrower without delay of the quotations received by the Bank.

(c) If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of EMMI and EURIBOR ACI (or any successor to that function of EMMI and EURIBOR ACI as determined by the Bank), the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

Schedule C

Forms for Borrower

C 1 Form of Disbursement Request (Article 1.02B)

Disbursement Request

CROATIA – CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL) / A

Date

Please proceed with the following disbursement

Loan Name (*)	
Signature Date (*)	
Contract FI number	

Currency & amount requested	
Currency	Amount

Proposed disbursement date:

INTEREST	**Int. rate basis (Art. 3.01)**	
	Rate (% or Spread) **OR (please indicate only ONE)** **Maximum Rate (% or Maximum Spread)**[11]	--
	Frequency (Art. 3.01)	Semi-annual
	Payment Dates (Art. 5)	
	Interest Revision/Conversion date (if any)	
CAPITAL	**Repayment frequency**	Semi-annual
	Repayment methodology (Art. 4.01)	Equal instalments
	First repayment date	
	Maturity Date:	

Reserved for the Bank	(contract currency)
Total **Credit** Amount	300,000,000
Disbursed to date	
Balance for disbursement	
Current disbursement	
Balance after disbursement	
Disbursement deadline	
Max number of disbursements	
Minimum Tranche size	
Total allocations to date	
Conditions precedent	Yes / No

[11] *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)*

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)

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 this 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 this 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.

Schedule E

CERTIFICATE TO BE PROVIDED BY THE BORROWER

E.1 Form of Certificate from Borrower (Article 1.04B)

To: European Investment Bank

From: [Borrower]

Date:

Subject: Finance Contract between the Republic of Croatia and the European Investment Bank 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 Prepayment Event has occurred and is continuing unremedied;

(b) no security of the type prohibited under Article 7.02 has been created or is in existence;

(c) 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;

(d) we have sufficient funds available to ensure the timely completion and implementation of the Project in accordance with Schedule A.1;

(e) 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 has occurred and is continuing unremedied or unwaived;

(f) 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;

(g) the representations and warranties to be made or repeated by us under Article 6.07 are true in all material respects; and

(h) no Material Adverse Change has occurred, as compared with the situation at the date of the Finance Contract.

Yours faithfully,

For and on behalf of [Borrower]

Date:

Članak 3.

Financijske obveze koje će nastati za Republiku Hrvatsku kao zajmoprimca temeljem Ugovora iz članka 1. ovoga Zakona planirat će se i podmirivati u skladu s odredbama propisa o izvršavanju državnog proračuna Republike Hrvatske prema planovima otplate do konačne otplate zajma.

Članak 4.

Provedba ovoga Zakona u djelokrugu je središnjih tijela državne uprave nadležnih za poslove financija te regionalnoga razvoja i fondova Europske unije.

Članak 5.

Ugovor iz članka 1. ovoga Zakona stupa na snagu danom stupanja na snagu ovoga Zakona.

Članak 6.

Ovaj Zakon stupa na snagu osmoga dana od dana objave u Narodnim novinama.

OBRAZLOŽENJE

Člankom 1. utvrđuje se da Hrvatski sabor potvrđuje Ugovor o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt nacionalnog sufinanciranja EU fondova u razdoblju od 2014. – 2020. godine, čime se iskazuje formalni pristanak Republike Hrvatske da bude vezana ovim Ugovorom.

Članak 2. sadrži tekst Ugovora u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

Člankom 3. propisuje se način planiranja i podmirivanja financijskih obveza koje nastaju za Republiku Hrvatsku kao zajmoprimca na temelju Ugovora.

Člankom 4. utvrđuje se da je provedba Zakona u djelokrugu središnjih tijela državne uprave nadležnih za poslove financija te regionalnoga razvoja i fondova Europske unije.

Člankom 5. utvrđuje se da Ugovor stupa na snagu danom stupanja na snagu ovoga Zakona.

Člankom 6. uređuje se stupanje Zakona na snagu.

FI N° 84.395 (HR)
Serapis N° 2014-0375

CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL) / A

Finance Contract

between the

Republic of Croatia

and the

European Investment Bank

Zagreb, 30 March 2015

THIS CONTRACT IS MADE BETWEEN:

the Republic of Croatia, acting by and through its Ministry of Finance, represented by the Minister of Finance, Mr. Boris Lalovac,

of the first part, and

The European Investment Bank having its seat at 100 blvd Konrad Adenauer, Luxembourg, L-2950 Luxembourg, represented by the Vice-President, Mr. Dario Scannapieco, (the "**Bank**")

of the second part.

WHEREAS:

(1) The Borrower (as defined below) has stated that it is undertaking a project (the "**Project**") for the support of the Croatian Partnership Agreement ("**PA**") and selected investments for one operational programme, the Operational Programme Competitiveness and Cohesion 2014-2020 ("**OPCC**"), using European structural and investment funds ("**ESIF**"); the interventions co-financed by the Bank will mainly but not exclusively focus on the following sectors: transport, energy, environment, health, R&D infrastructure, nature protection, social infrastructure, ICT, urban regeneration, water and waste, as more particularly described in the technical description (the "**Technical Description**") set out in Schedule A. The OPCC may include 41 major projects based on the indicative list of major projects attached thereto. If applicable, major projects in the transport sector benefiting from Connecting Europe Facility ("**CEF**") support and implemented under the aegis of the Promoter (as defined below) may also be funded hereunder. The promoter of the Project is the Republic of Croatia acting through the Croatian Ministry of Regional Development and EU Funds (the "**Promoter**"), in its capacity as Managing Authority ("**MA**") of the OPCC will act as the Bank's main interlocutor regarding the allocations, project monitoring aspects and project progress reporting. Under the Project, the Bank will co-finance a wide range of public sector entities that will implement the concerned ESIF Schemes; in some cases, selected private sector entities (mainly expected to be SME's eligible for direct ESIF support) could be beneficiaries of the Bank's loan hereunder (the "**Final Beneficiaries**").

(2) The total cost of the Project, as estimated by the Bank, is EUR 8,095,000,000 (eight billion ninety-five million euros) and the Borrower has stated that it intends to finance the Project as follows:

Source	**Amount (EUR)**
EU funds	6,881,000,000
Other funds	614,000,000
Approved Credit from the Bank	600,000,000 (of which a Credit in an amount of EUR 300,000,000 is made available under this Contract)
TOTAL	8,095,000,000

(3) In order to fulfil the financing plan set out in Recital (2), the Borrower has requested from the Bank a credit of EUR 600,000,000 (six hundred million euros) (the "**Approved Credit**").

(4) The Bank considering that the financing of the Project falls within the scope of its functions and it conforms to the aims of the Framework Agreement, 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 portion of the Approved Credit in an amount of EUR 300,000,000 (three hundred million euros) under this Finance Contract (the "**Contract**"); provided (i) 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), and (ii) the aggregate of ESIF funds and Bank loan shall not, in any case, exceed 92% (ninety-two per cent.) of the total cost of the Project set out in Recital (2).

(5) The Republic of Croatia and the Bank concluded on 13 December 2000 a Framework Agreement governing the Bank's activities in the Republic of Croatia (hereinafter the "**Framework Agreement**") as ratified by law adopted on 3 May 2001 by the Croatian Parliament, and published in the Croatian official gazette "*Narodne novine – međunarodni ugovori*" No. 6/2001 dated 23 May 2001.

(6) The Promoter will be the promoter of the individual projects (each, a "**Scheme**") described in the Technical Description to be financed under this Contract.

(7) By Article 3 of the Framework Agreement, the Republic of Croatia 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 Croatia agreed that throughout the life of any financial operation concluded pursuant to the Framework Agreement it shall:

(a) ensure (i) that Beneficiaries may convert into any fully convertible currency, at the prevailing market exchange rate on the due date, the amounts in the national currency of Croatia 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;

(b) 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 Croatia 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; or, at the Bank's option, (ii) that it may freely dispose of such amounts within the territory of Croatia; and (iii) that the Bank may convert into the national currency of Croatia, at the prevailing market exchange rate, any amounts in any fully convertible currency.

(9) The Ministry of Finance, Mr Boris Lalovac, has been authorised to sign this Contract on behalf of the Borrower.

(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 policies of the European Union.

(11) The Bank 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 and has therefore established its Transparency policy, the purpose of which is to enhance the accountability of the EIB Group towards its stakeholders and the citizens of the European Union in general.

(12) The processing of personal data shall be carried out by the Bank in accordance with applicable European Union legislation on the protection of individuals with regard to the processing of personal data by the EC institutions and bodies and on the free movement of such data.

NOW THEREFORE it is hereby agreed as follows:

INTERPRETATION AND DEFINITIONS

(a) Interpretation

In this Contract:

(i) References 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 to a provision of law are references to that provision as amended or re-enacted.

(iii) References to any other agreement or instrument are references 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.

"**Allocation Letter**" is the written communication sent by the Bank to the Promoter pursuant Article 1.08B.

"**Allocation Request**" is the request submitted to the Bank pursuant Article 1.08A.

"**Approved Credit**" has the meaning given to it in Recital (3).

"**Authorisation**" means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Borrower**" means the Republic of Croatia, acting by and through the Ministry of Finance, whose Minister of Finance is authorised to sign and execute this Contract, its amendments pursuant to Article 11.09 and the Disbursement Requests on behalf of the Borrower.

"**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.

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

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

"**Common Provision Regulation**" or "**CPR**" means the Common Provisions Regulation as set out in Regulation (EU) no. 1303/2013 of the European Parliament and of the Council of 17.12.2013.

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

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

"**Criminal offence**" means any of the following criminal offences as applicable: fraud, corruption, coercion, collusion, obstruction, money laundering, financing of terrorism.

"**Debt Instrument**" has the meaning given to it in Article 7.01.

"**Deferment Indemnity**" means an indemnity calculated on the amount of disbursement deferred or suspended at the percentage rate (if higher than zero) by which:

- the interest rate that would have been applicable to such amount had it been disbursed to the Borrower on the Scheduled Disbursement Date

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exceeds

- EURIBOR (one month rate) less 0.125% (12.5 basis points), unless this value is less than zero, in which case it will be set at zero.

Such indemnity shall accrue from the Scheduled Disbursement Date to the Disbursement Date or, as the case may be, until the date of cancellation of the Notified Tranche in accordance with this Contract.

"**Designation Procedure**" means the designation procedure referred to in article 123 of the CPR.

"**Disbursement Date**" means the date on which actual disbursement of a Tranche is made by the Bank.

"**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.

"**EIA**" means the Environmental Impact Assessment as set out in EU Directive 2014/52/EU amending Directive 2011/92/EU.

"**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.

"**Environmental Approval**" means any Authorisation required by Environmental Law.

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

"**Environmental Impact Assessment**" or "**EIA**" means each environmental impact assessment required to be performed in connection with the Project pursuant to EU law, and in particular the Environmental Impact Assessment Directive, and its implementing legislation or instruments in the Republic of Croatia, each as amended from time to time.

"**Environmental Impact Assessment Directive**" means Council Directive No.85/337/EEC of 27 June 1985 on the assessment of the effects of certain public and private Schemes on the environment, as amended by directives 97/11/EC, 2003/35/EC, 2009/31/EC and codified into Directive 2011/92/EU, which has been amended in 2014 by Directive 2014/52/EU and as further amended, supplemented and consolidated from time to time.

"**Environmental Law**" means:

(a) EU law, including principles and standards;

(b) Croatian laws and regulations; and

(c) applicable international treaties

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

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

"**ESIF Event**" means any of the following:

a) any financial assistance from the ESIF is, or is intended to be, cancelled, and/or

b) the Borrower has repaid or is required to repay, in whole or in part, any ESIF financial assistance.

"**EU Commission**" means the Commission of the European Union.

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

"**EUR**" or "**euro**" means the lawful currency of the Member States of the European Union which adopt or have adopted it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union or their succeeding treaties.

"**Event of Default**" means any of the circumstances, events or occurrences specified in Article 10.01.

"**Final Availability Date**" means 31 December 2023.

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

"**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 determined by the Bank for each successive Floating Rate Reference Period equal to the Relevant Interbank Rate plus the Spread.

"**Floating Rate Reference Period**" means each period from one Payment Date to the next relevant Payment Date; 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.

"**Forms A/B**" means any of Form A or Form B according to the EU Habitats Directive and Birds Directive and attached to this Contract in Schedule A.1.8.

"**Framework Agreement**" has the meaning given to it in Recital (5).

"**Habitats Directive**" means Directive 92/43/EEC of the European Council on the conservation of natural habitats and of wild fauna and flora, as amended, supplemented and consolidated from time to time.

"**Indemnifiable Prepayment Event**" means a Prepayment Event other than those specified in paragraphs 4.03A(2) or 4.03A(4).

"**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, 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.

"**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. 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.

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

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

"**Market Disruption Event**" means any of the following circumstances:

(a) there are, in the reasonable opinion of the Bank, events or 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 in order to adequately fund a 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 a Tranche in respect of which interest is or would be 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 such 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: (1) materially impairs the ability of the Borrower to perform its financial or any of its other obligations under this Contract; (2) materially impairs the prospects or financial condition of the Borrower; or (3) adversely affects any security provided by the Borrower.

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

"**Nature/Biodiversity Assessment**" means the assessment of schemes that may have a significant effect on a site designated and/or in the process of being designated Natura 2000. Such schemes shall be subject of the assessment procedures required under Art. 6(3) and Art. 6(4) of the Habitats Directive.

"**Monitoring Committee**" means the committee set up by the Promoter pursuant to article 47 of the CPR.

"**Non-EIB Financing**" has the meaning given to it in Article 4.03A(2).

"**Non-Technical Summary**" means the Non-Technical Summary in relation to the EIA.

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

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

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

"**Payment Date**" means the semi-annual 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; 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.

"**Performance Review**" means the performance review referred to in article 21 of the CPR.

"**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 Event**" means any of the events described in Article 4.03A.

"**Prepayment Indemnity**" means in respect of any principal amount to be prepaid or cancelled, the amount communicated by the Bank to the Borrower as 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.

"**Prepayment Notice**" means a written notice from the Bank to the Borrower in accordance with Article 4.02C.

"**Prepayment Request**" means a written request from the Borrower to the Bank to prepay all or part of the Loan, in accordance with Article 4.02A.

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

"**Project Implementation Unit**" means the project implementation unit established by the Promoter within the MA for the purpose of implementing the Project and more specifically to act as the Bank's main contact for any matters related to the ESIF co-financed Schemes.

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

"**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 48 (forty-eight) months 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 12 (twelve) and 48 (forty-eight) months, the bid point on the swap rates as published by 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 on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 (TARGET2) is open for the settlement of payments in EUR; 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.

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

"**Schemes**" has the meaning given to it in Recital (6).

"**Security**" means any mortgage, pledge, lien, charge, assignment, hypothecation, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Spread**" means the fixed spread to the Relevant Interbank Rate determined by the Bank and notified to the Borrower in the relevant Disbursement Notice or Interest Revision/Conversion Proposal.

"**Strategic Environment Assessment**" means the strategic environment assessment as set out in EU Directive 2001/42/EC.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

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

"**Tranche**" means each disbursement made or to be made under this Contract. In case no Disbursement Notice has been delivered, Tranche shall mean a Tranche as requested under Article 1.02B.

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, a credit in an amount of EUR 300,000,000.00 (three hundred million euros) for the financing of the Project (the "**Credit**").

1.02 Disbursement procedure

1.02A **Tranches**

The Bank shall disburse the Credit in up to 10 (ten) Tranches. The amount of each Tranche, if not being the undrawn balance of the Credit, shall be in a minimum amount of EUR 30,000,000.00 (thirty million euros).

The first Tranche (i) shall be in a maximum amount not exceeding EUR 90,000,000.00 (ninety million euros) and (ii) can be used for the pre-financing of project preparation and other early programme expenditures in connection with Project.

1.02B **Disbursement Request**

(a) The Borrower may present to the Bank a Disbursement Request for the disbursement of a Tranche, such Disbursement Request to be received at the latest 15 (fifteen) days before the Final Availability Date. The Disbursement Request shall be in the form set out in Schedule C.1 and shall specify:

(i) the amount 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, in any event, on or before the Final Availability Date, it being understood that notwithstanding the Final Availability Date 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.

(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 amount of the Tranche;

(ii) the Scheduled Disbursement Date;

(iii) the interest rate basis for the Tranche, being: (i) a Fixed Rate Tranche; or (ii) a Floating Rate Tranche all pursuant to the relevant provisions of Article 3.01;

(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 applicable to the Tranche until the Interest Revision/Conversion Date, if any or until the Maturity Date.

(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 such 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 **<u>Currency of disbursement</u>**

The Bank shall disburse each Tranche in EUR.

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1.04 Conditions of disbursement

1.04A **First Tranche**

The disbursement of the first Tranche under Article 1.02 is conditional upon receipt by the Bank, in form and substance satisfactory to it, on or before the date falling 5 (five) Business Days before the Scheduled Disbursement Date, of the following documents or evidence:

(a) evidence that the execution of this Contract by the Borrower has been duly authorised and that the person or persons signing this 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) a legal opinion, in the English language, issued by or behalf of the Minister of Justice of Croatia on the due execution of this Contract by the Borrower, confirming (i) that its provisions are in full force and effect, (ii) that this Contract is valid, binding and enforceable in the Republic of Croatia in accordance with its terms, (iii) that the financing to be provided under this Contract falls within the scope of the Framework Agreement and (iv) that no exchange control restrictions are in place or consents are required in order to permit the receipt of all amounts to be disbursed hereunder and to permit the repayment of the Loan and the payment of interest and all other amounts due under this Contract;

(c) evidence that each of the Borrower and the Promoter has obtained all necessary Authorisations, required in connection with this Contract and the Project;

(d) evidence of appointment of the Borrower's agent of service;

(e) evidence that the Project Implementation Unit for the Bank's operation has been appointed and is responsible for the allocation requests and progress reporting under this Contract; and

(f) evidence that the EU Commission has approved the OPCC under which allocations have been requested by the Promoter.

1.04B **Second and subsequent Tranches**

The disbursement of each Tranche under Article 1.02, excluding the first, is subject to the following conditions:

(a) that the Bank has received, in form and substance satisfactory to it, on or before the date falling 5 (five) Business Days before the Scheduled Disbursement Date for the proposed Tranche, of the following documents or evidence:

(i) evidence satisfactory to the Bank showing that (i) 80% (eighty per cent.) of all previously disbursed sums have been allocated to Schemes in accordance with Article 1.08, or (ii) that 50% (fifty per cent.) of all previously disbursed sums have been effectively paid out to Final Beneficiaries;

(ii) the Bank having approved in writing the allocations or disbursements referred to in sub-paragraph (i) above, as being in line with and compliant with (1) the Bank's eligibility criteria and as stipulated in the Technical Description, and (2) the following further conditions:

1. for Schemes with project cost below EUR 25,000,000.00 (twenty-five million euros), the Bank having received a copy of a declaration made by the competent authority, based on a list of Schemes, as to whether an EIA is required or not;

2. for Schemes with project cost equal to or exceeding EUR 25,000,000.00 (twenty-five million euros) and requiring an EIA, the Bank having received the Non-Technical Summary of the EIA;

3. for Schemes with project cost below EUR 25,000,000.00 (twenty-five million euros) with no effect, potential or likely, on a conservation site, a copy of a declaration from the competent authority, based on a list of Schemes, to ensure that the Schemes comply with the EU Habitats and Birds Directives;

4. for Schemes with an effect on conservation sites, the Bank having received a copy of Form B, signed by the competent authority for each individual Scheme; and

5. for any Scheme with project cost equal to or exceeding EUR 25,000,000.00 (twenty-five million euros), the Bank having received a copy of Form A or Form B signed by the competent authority for each individual Scheme;

(iii) the Bank having received information from the Promoter about the fulfilment of ex-ante conditionalities for Schemes under their respective fields.

1.04C **All Tranches**

The disbursement of each Tranche under Article 1.02, including the first, is subject to the following conditions:

(a) that the Bank has received, in form and substance satisfactory to it, on or before the date falling 5 (five) 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 E.1, signed by an authorised representative of the Borrower and dated no earlier than the date falling 30 (thirty) days before the Scheduled Disbursement Date;

(ii) 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, this Contract or the validity and enforceability of the same.

(b) that on the Disbursement Date for the proposed Tranche:

(i) the representations and warranties which are repeated pursuant to Article 6.07 are correct in all material 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, or

(bb) a Prepayment Event

has occurred and is continuing unremedied or unwaived or would result from the disbursement of the proposed Tranche.

1.05 <u>Deferment of disbursement</u>

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 and not later than 60 (sixty) days prior to the first repayment date of the Tranche indicated in the Disbursement Notice. In such case, the Borrower shall pay the Deferment Indemnity calculated on the amount of disbursement deferred.

Any request for deferment shall have effect in respect of a Tranche only if it is made at least 5 (five) Business Days before its Scheduled Disbursement Date.

If for a Notified Tranche any of the conditions referred to in Article 1.04 is not fulfilled as at the specified date and at the Scheduled Disbursement Date (or the date expected for disbursement in case of a previous deferment), disbursement will be deferred to a date agreed between the Bank and the Borrower falling not earlier than 5 (five) Business Days following the fulfilment of all conditions of disbursement (without prejudice to the right of the Bank to suspend and/or cancel the undisbursed portion of the Credit in whole or in part pursuant to Article 1.06B). In such case, the Borrower shall pay the Deferment Indemnity calculated on the amount of disbursement deferred.

1.05B **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 (i) a Notified Tranche which has a Scheduled Disbursement Date falling within 5 (five) Business Days of the date of the notice or (ii) a Tranche in respect of which a Disbursement Request has been submitted but no Disbursement Notice has been issued.

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

(a) 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 upon the occurrence of a Prepayment Event or an Event of Default or an event or circumstance which would with the passage of time or giving of notice under this Contract constitute a Prepayment Event or an Event of Default.

(b) The Bank may also suspend the portion of the Credit in respect of which it has not issued a Disbursement Notice with immediate effect in the case that a Market Disruption Event occurs.

(c) 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 of Default, the Borrower shall pay to the Bank the Deferment Indemnity calculated on the amount of disbursement suspended.

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 Tranche which is a Notified Tranche or any part of the Credit other than a Notified Tranche, no indemnity is payable.

If the Bank cancels

(i) a Fixed Rate Tranche which is a Notified Tranche upon an Indemnifiable Prepayment Event or pursuant to Article 1.05B, the Borrower shall pay to the Bank the Prepayment Indemnity; or

(ii) a Notified Tranche upon an Event of Default, 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.

The indemnity shall be calculated as if the cancelled amount had 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

On the day following the Final Availability Date, and unless otherwise specifically agreed to in writing by the Bank, the part of the Credit in respect of which no Disbursement Request has been made in accordance with Article 1.02B shall be automatically cancelled, without any notice being served by the Bank to the Borrower and without liability arising on the part of either party.

1.08 Allocation

1.08A **Allocation Request**

Not less than 3 (three) months before the Final Availability Date the Promoter may submit to the Bank a request for allocation (the "**Allocation Request**").

The Credit shall only be allocated to Schemes identified as eligible for financing in the Technical Description as set out in Schedule A hereto.

The Bank funds shall be allocated as described in Schedules A.1.4 – A.1.8.

The Bank reserves the right to review with the Promoter the allocation procedures in view of any change required by inter alia the EU Commission on the development of the Schemes and OPCC as well as the development and implementation of the Project.

Each Allocation Request shall be accompanied by:

(i) an Allocation Report Table in the form set out in Schedule A.1.6.1;

(ii) for Schemes with project cost below EUR 25,000,000 (twenty-five millions euros), a copy of a declaration made by the competent authority, based on a list of Schemes, as to whether an EIA is required or not;

(iii) for Schemes with project cost equal to or exceeding EUR 25,000,000 (twenty-five millions euros) and requiring an EIA, the Non-Technical Summary of the EIA;

(iv) for Schemes with project cost below EUR 25,000,000 (twenty-five millions euros) with no effect, potential or likely, on a conservation site, a copy of a declaration from the competent authority, based on a list of Schemes, to ensure that the Schemes comply with the EU Habitats and Birds Directives;

(v) for Schemes with an effect on conservation sites, a copy of Form B, signed by the competent authority for each individual Scheme; and

(vi) for any Scheme with project cost equal to or exceeding EUR 25,000,000 (twenty-five millions euros), a copy of Form A or Form B signed by the competent authority for each individual Scheme,

if it has not been provided before.

The Promoter shall provide the Bank with any additional information regarding the Schemes as the Bank, at its own discretion, may request.

1.08B **Allocation Letter**

If the Allocation Request or the Schemes under Article 1.08A are confirmed/approved by the Bank, the Bank shall deliver to the Promoter a letter of allocation ("**Allocation Letter**"), informing the Promoter of its confirmation/approval and of the amount of the Credit allocated to each Scheme. If the Bank requires additional information regarding the Schemes included in the Allocation Request, the period to deliver the Allocation Letter will be suspended until such additional information is provided to the satisfaction of the Bank.

In the event the Bank does not approve fully or partially the Allocation Request, the Bank shall inform the Promoter thereof.

The Bank may by notice to the Promoter amend the allocation procedure as described in this Article 1.08A to bring it into line with the Bank's policy on framework loans or reflect the results of the review of the implementation capacity and performance. In such case, the Bank shall inform the Promoter thereof and the Promoter shall without undue delay adapt its internal allocation procedures accordingly.

1.09 Reallocation Procedure

1.09A Reallocation at the request of the Promoter

The Promoter may by notice in writing to the Bank, which shall include reasons thereof, propose to reallocate at any time, any part of the Credit, which has been allocated.

The Promoter shall specify in writing which of the already allocated Schemes need to be removed and/or which of the allocated amounts need to be reduced. The request for allocation of new Schemes shall contain information as specified in article 1.08A and will be reviewed by the Bank in accordance with Article 1.08B.

If the reallocation is not possible or possible only in part, the Bank may in proportion to the amount not reallocated, by notice to the Borrower, cancel the Credit and/or demand prepayment of the Loan pursuant to Article 4.03A(5).

1.09B Reallocation at the request of the Bank

If in the opinion of the Bank any of the Schemes allocated or proposed in accordance with Article 1.08A above is ineligible for financing by the Bank under the Bank's Statute, policies or guidelines or under Article 309 of the Treaty on the functioning of the European Union, the Promoter shall upon the Bank request replace such Schemes by other Schemes acceptable to the Bank. If within 30 days from the date of the Bank's request the Promoter has not replaced such Schemes satisfactorily to the Bank, the Bank may in proportion to the amount not reallocated, by notice to the Borrower, cancel the Credit and/or demand prepayment of the Loan pursuant Article 4.03A(5).

1.10 Sums due under Article 1

Sums due under Articles 1.05 and 1.06 shall be payable in EUR. 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 semi-annually in arrears on the relevant Payment Dates as specified in the Disbursement Notice, commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) 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).

3.01B **Floating Rate Tranches**

The Borrower shall pay interest on the outstanding balance of each Floating Rate Tranche at the Floating Rate semi-annually in arrears on the relevant Payment Dates, as specified in the Disbursement Notice commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) 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). If the Floating Rate for any Floating Rate.Reference Period is below zero, it will be set at zero.

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, if the Borrower fails to pay any amount payable by it under this Contract on its due date, interest shall accrue on any overdue amount payable under the terms of this Contract from the due date to the date of actual payment at an annual rate equal to:

(i) for overdue sums related to Floating Rate Tranches, the applicable Floating Rate plus 2% (200 basis points);

(ii) for overdue sums related to Fixed Rate Tranches, the higher of (a) the applicable Fixed Rate plus 2% (200 basis points) or (b) the Relevant Interbank Rate plus 2% (200 basis points);

(iii) for overdue sums other than under (i) or (ii) above, 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.

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 (i) from the issuance by the Bank of the Disbursement Notice in respect of a Tranche, and (ii) until the date falling 30 (thirty) calendar days prior to the Scheduled Disbursement Date, a Market Disruption Event occurs, the Bank may notify to the Borrower that this clause has come into effect. In such case, the rate of interest applicable to such Notified Tranche 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 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. If the Borrower does not refuse the disbursement in time, the parties agree that the disbursement 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 shall no longer be applicable.

ARTICLE 4

Repayment

4.01 Normal repayment

(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 semi-annually by equal 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 semi-annual 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 seventh (7th) 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 (twenty-five) years from the Scheduled Disbursement Date.

4.02 <u>Voluntary prepayment</u>

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 Request with at least 1 (one) month's prior notice specifying (i) the Prepayment Amount, (ii) the Prepayment Date, (iii) if applicable, the choice of application method of the Prepayment amount in line with Article 5.05C(i) and (iv) the contract number ("FI nr") mentioned on the cover page of this Contract.

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

4.02B **Prepayment indemnity**

4.02B(1) FIXED RATE TRANCHE

Subject to Article 4.02B(3) below, if the Borrower prepays a Fixed Rate Tranche, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Fixed Rate Tranche which is being prepaid.

4.02B(2) FLOATING RATE TRANCHE

Subject to Article 4.02B(3) below, the Borrower may prepay a Floating Rate Tranche without indemnity on any relevant Payment Date.

4.02B(3) 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(a)(viii), or in accordance with Schedule C1 or D, as the case may be, may be effected without indemnity.

4.02C **Prepayment mechanics**

Upon presentation by the Borrower to the Bank of a Prepayment Request, the Bank shall issue a Prepayment Notice to the Borrower, not later than 15 (fifteen) days prior to the Prepayment Date. The Prepayment Notice shall specify the Prepayment Amount, the accrued interest due thereon, the Prepayment Indemnity payable under Article 4.02B or, as the case may be, that no indemnity is due, the method of application of the Prepayment Amount and the Acceptance Deadline.

If the Borrower accepts the Prepayment Notice no later than by the Acceptance Deadline, it shall effect the prepayment. In any other case, the Borrower may not effect the prepayment.

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

4.03 <u>Compulsory prepayment</u>

4.03A **Prepayment Events**

4.03A(1) PROJECT COST REDUCTION

If the total cost of the Project falls below the figure stated in Recital (2) so that the amount of the Approved Credit exceeds 50% (fifty per cent.) of such total cost, the Bank may forthwith, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan up to the amount by which the Credit exceeds 50% (fifty per cent.) of the total cost of the Project. 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.

4.03A(2) *PARI PASSU* TO NON-EIB FINANCING

If the Borrower voluntarily prepays (for the avoidance of doubt, prepayment shall include a repurchase or cancellation where applicable) a part or the whole of any Non-EIB Financing and such prepayment is not made within a revolving credit facility (save for the cancellation of the revolving credit facility), 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 and any other direct loans from the Bank to the Borrower), 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 respect to the Borrower. 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. After the earlier of (a) the lapse of 30 (thirty) days from the date of such request for consultation or (b) the occurrence of the anticipated Change-of-Law Event, the Bank may, by notice to the Borrower, cancel the Credit and demand prepayment of the Loan, together with accrued interest and all other amounts accrued and 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 which results or is reasonably likely to result in a Material Adverse Change.

4.03A(4) ILLEGALITY

If it becomes unlawful in any applicable jurisdiction for the Bank to perform any of its obligations as contemplated in this Contract or to fund or maintain the Loan, the Bank shall promptly notify the Borrower and may immediately (i) suspend or cancel the undisbursed portion of the Credit and/or (ii) demand prepayment of the Loan, together with accrued interest and all other amounts accrued or outstanding under this Contract on the date indicated by the Bank in its notice to the Borrower.

4.03A(5) FAILURE TO ALLOCATE,DISBURSE OR REALLOCATE

Upon written notification of the Bank, the Borrower shall prepay such part of the Loan that has not been allocated or which has been allocated but which not been disbursed to a Final Beneficiary by no later than the Final Availability Date.

If the Promoter fails to reallocate the Schemes on the due date in accordance with Article 1.09B, the Bank may, by notice to the Borrower, cancel the Credit in proportion to the amount not reallocated or demand prepayment of the Loan in an amount equal to the amount not reallocated, together with accrued interest and all other amounts accrued and outstanding under this Contract.

4.03A(6) EXCESS OF COMBINED EU AND EIB FINANCING

If, as at the date of the final allocation table delivered to the Bank pursuant to Article 8.01 the aggregate of ESIF funds disbursed to the Borrower and then outstanding and the portion of the Approved Credit disbursed to the Borrower and then outstanding exceeds 92% (ninety-two per cent.) of the total cost of the Project, as determined by the Bank on the basis of the final allocation table, 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. After the lapse of 30 (thirty) days from the date of such request for consultation, the Bank may forthwith, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan up to the amount by which the aggregate of ESIF funds disbursed and outstanding as at that date and the portion of Approved Credit disbursed to the Borrower and then outstanding exceeds 92% (ninety-two per cent.) of the total cost of the Project as determined by the Bank on the basis of the final allocation table. 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.

4.03A(7) ESIF EVENT

If the Borrower is informed, or has reasonable grounds to believe, that any ESIF Event has occurred or will occur, the Borrower shall promptly inform the Bank. Upon receipt of such information the Bank may demand that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request. In addition, after the elapse of 30 (thirty) days from the date of such a request, the Bank may by notice to the Borrower, forthwith cancel a proportionate part of the Credit or demand prepayment of a proportionate part of the Loan.

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 and Article 4.04, shall be paid on the date indicated by the Bank in its notice of demand.

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.

4.04 General

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

If 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.

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) in respect of interest and indemnities due under a Fixed Rate Tranche, a year of 360 (three hundred and sixty) days and a month of 30 (thirty) days;

(b) in respect of interest and indemnities due under a Floating Rate Tranche, a year of 360 (three hundred and sixty) days and the number of days elapsed;

(c) in respect of fees, a year of 360 (three hundred and sixty) days and the number of days elapsed.

5.02 Time and place of payment

Unless otherwise specified in this Contract or in the Bank's demand, 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 relevant account notified by the Bank to the Borrower. The Bank shall notify 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.

The Borrower shall indicate in each payment made hereunder the contract number ("FI nr") found on the cover page of this Contract.

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

Any disbursements by and payments to the Bank under this Contract shall be made using account(s) acceptable to the Bank. For the avoidance of doubt, any account in the name of the Borrower held with a duly authorized financial institution in the jurisdiction where the Borrower is incorporated or where the Project is undertaken is deemed acceptable to the Bank.

5.03 No set-off by the Borrower

All payments to be made by the Borrower under this Contract shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

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 this 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.

5.05 Application of sums received

(a) General

Sums received from the Borrower shall only discharge its payment obligations if received in accordance with the terms of this Contract.

(b) Partial payments

If the Bank receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under this Contract, the Bank shall apply that payment:

(i) first, in or towards payment pro rata of any unpaid fees, costs, indemnities and expenses due under this Contract;

(ii) secondly, in or towards payment of any accrued interest due but unpaid under this Contract;

(iii) thirdly, in or towards payment of any principal due but unpaid under this Contract; and

(iv) fourthly, in or towards payment of any other sum due but unpaid under this Contract.

(c) Allocation of sums related to Tranches

(i) In case of:

- a partial voluntary prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied pro rata to each outstanding instalment, or, at the request of the Borrower, in inverse order of maturity,

- *a partial compulsory prepayment of a Tranche that is subject to a repayment* in several instalments, the Prepayment Amount shall be applied in reduction of the outstanding instalments in inverse order of maturity.

(ii) Sums received by the Bank following a demand under Article 10.01 and applied to a Tranche, shall reduce the outstanding instalments in inverse order of maturity. The Bank may apply sums received between Tranches at its discretion.

(iii) In case of receipt of sums which cannot be identified as applicable to a specific Tranche, and on which there is no agreement between the Bank and the Borrower on their application, the Bank may apply these between Tranches at its discretion.

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 and the Promoter shall use, and shall cause the Final Beneficiaries to use, all proceeds of the Loan exclusively for the financing of Schemes to which allocations have been made pursuant to Article 1.08, subject to Article 1.04.

The Borrower shall have available to it the other funds listed in Recital (2) and that such funds shall be expended, to the extent required, on the financing of the Schemes included in the Project.

6.02 Completion of Project

The Promoter shall ensure that each Final Beneficiary will carry out the relevant Scheme 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 Promoter shall procure that each Final Beneficiary shall purchase equipment, secure services and order works for the relevant Scheme (a) in so far as they apply to it or to the Scheme, in accordance with European Union law in general and in particular with the relevant European Union Directives and (b) in so far as European Union Directives do not apply, by procurement procedures which, to the satisfaction of the Bank, respect the criteria of economy and efficiency and, in case of public contracts, the principles of transparency, equal treatment and non-discrimination on the basis of nationality.

6.05 Continuing Project undertakings

6.05A Final beneficiaries/Schemes

The Promoter shall cause each Final Beneficiary to:

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(a) **Maintenance:** maintain, repair, overhaul and renew all property forming part of the Scheme 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 Scheme or, as appropriate, replace and renew such assets and maintain the Scheme 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 relevant Scheme to the satisfaction of the Bank in accordance with normal practice for similar works of public interest in Croatia;

(d) **Rights and Permits**: maintain in force all rights of way or use and all Authorisations necessary for the execution and operation of the Scheme;

(e) **Environment**:

(i) implement and operate the Scheme in compliance with Environmental Law;

(ii) obtain and maintain requisite Environmental Approvals for the Scheme; and

(iii) comply with any such Environmental Approvals;

(f) **Integrity:**

(i) take, within a reasonable timeframe, appropriate measures in respect of any member of its management bodies who has been convicted by a final and irrevocable court ruling of a Criminal Offence perpetrated in the course of the exercise of his/her professional duties, in order to ensure that such member is excluded from any Final Beneficiary's activity in relation to any funds made available by the Borrower to it under the Loan or in relation to the relevant Scheme;

(ii) promptly inform the Promoter of any measure taken by such Final Beneficiary pursuant to this Article 6.05A(f)(i);

(iii) represents to the Promoter that, to the best of its knowledge, no funds invested in the Scheme by the such Final Beneficiary are of illicit origin, including products of money laundering or linked to the financing of terrorism, as well as to promptly inform the Promoter if at any time it becomes aware of the illicit origin of any such funds;

(g) **Integrity Audit Rights:**

(A) ensure that all contracts under the relevant Scheme to be procured after the date of signature of this Contract in accordance with European Union Directives on procurement provide for:

(i) the requirement that the relevant contractor promptly informs the Bank of a genuine allegation, complaint or information with regard to Criminal Offences related to the relevant Scheme;

(ii) the requirement that the relevant contractor keeps books and records of all financial transactions and expenditures in connection with the relevant Scheme; and

(iii) the Bank's right, in relation to an alleged Criminal Offence, to review the books and records of the relevant contractor in relation to the relevant Scheme and to take copies of documents to the extent permitted by law;

(B) ensure that:

(i) it keeps books and records of all financial transactions and expenditures in connection with the relevant Scheme;

(ii) promptly inform the Promoter of a genuine allegation, complaint or information with regard to Criminal Offences related to the relevant Scheme;

(h) **Visits:**

allow persons designated by the Bank, as well as persons designated by other institutions or bodies of the European Union when so required by the relevant mandatory provisions of European Union law,

(a) to visit the sites, installations and works comprising the relevant Scheme,

(b) to interview representatives of the Final Beneficiary, and not obstruct contacts with any other person involved in or affected by the relevant Scheme; and

(c) to review the Final Beneficiary's books and records in relation to the execution of the relevant Scheme and to be able to take copies of related documents to the extent permitted by the law;

(d) provide the Bank, or ensure that the Bank is provided, with all necessary assistance for the purposes described in this Article.

The Promoter shall cause each Final Beneficiary to acknowledge that the Bank may be obliged to communicate information relating to the Final Beneficiary, the proceeds onlent to the Final Beneficiary under the Loan and/or the Schemes to any competent institution or body of the European Union in accordance with the relevant mandatory provisions of European Union law;

(i) **Accounts:**

request any disbursement from, and make any disbursement to, the Promoter under an onlending agreement relating to the Loan to a bank account in the name of such Final Beneficiary held with a duly authorised financial institution in the jurisdiction where such Final Beneficiary is incorporated or has its place of residence or where the Scheme is undertaken by such Final Beneficiary; provided that in the case of Final Beneficiaries which are State Budget Users, the Promoter shall cause each Final Beneficiary to request any disbursement from, and make any disbursement to, the Promoter through the system of Single Treasury Account opened in the Croatian National Bank in accordance with Croatian law.

For the purpose of this Contract:

"**Budget Act**" means the Budget Act published in the Official Gazette No 87/2008 and amended as published in the Official Gazette No 136/2012 and No 15/2015, as amended and/or supplemented and/or reinstated from time to time;

"**Budget Users**" means the State bodies, institutions, councils of minority, self-governments, budgetary funds and local self-government, the staff expenditures and/or material expenditures of which are provided for in the Budget in accordance with article 3 pf the Budget Act;

"**Single Treasury Account**" means the account deposited with the Croatian National Bank pursuant to article 60 of the Budget Act; and

"**State Budget Users**" means the Budget Users, determined from time to time by the Minister of Finance by Ordinance on identifying budget and extra-budgetary users of the state budget and the local and regional self-government units' budgets, and on the manner of keeping the Register of budget and extra-budgetary users published in the Official Gazette No 128/2009 and amended as published in the Official Gazette No 142/2014, the expenditures of which are funded under the Croatian State budget and the register of which is available at http://www.mfin.hr/hr/proracunsko-racunovodstvo.

6.05B Promoter

The Promoter shall:

(i) ensure that a Project Implementation Unit is in place and fully functional, dealing with allocation requests and regular reporting and monitoring;

(ii) ensure that the proceeds of the Loan will be allocated to the eligible Schemes financed under the OPCC with procedures modulated according to the Scheme size in line with applicable framework loan procedures and as indicated in the Schedule A.1;

(iii) ensure that proceeds of the Loan will be allocated to the eligible Schemes, using standard allocation tables and project fiches, with procedures modulated according to the Scheme size and in line with applicable framework loan procedures:

a) ex-post confirmation of eligible Schemes for all Schemes with total costs not exceeding EUR 25,000,000.00 (twenty-five million euros);

b) ex-ante approval for all projects with a cost between EUR 25,000,000.00 (twenty-five million euros) and EUR 50,000,000.00 (fifty million euros), with an option for an individual appraisal;

c) ex-ante individual approval for all projects with a cost above EUR 50,000,000.00 (fifty million euros);

(iv) verify the compliance of the Final Beneficiaries with the relevant and applicable rules of the European Union legislation, in particular in the fields of environment, state aid and public procurement;

(v) store and keep the relevant documents updated (including environmental studies related to the EIA, the Non-Technical Summaries of EIAs, and Nature/Biodiversity Assessments or equivalent documents supporting the compliance with the European Union Habitats and Birds Directives) to be provided to the Bank upon request. In case the Bank requires such documentation, the Promoter shall provide all documents requested promptly (within 10 (ten) working days with reference to the commitment in the Bank's public disclosure policy on responses to external inquiries) from receipt of the request from the Bank;

(vi) invite the Bank as an observer to meetings of the Monitoring Committees;

(vii) inform the Bank on the outcome of the OPCC's Strategic Environment Assessment's public consultation and how the input of the public was taken into account;

(viii) not commit any Bank's funds against Schemes that require an EIA or biodiversity assessment according to European Union and national law without, prior to commitment, receiving consent from the competent authority, and the Non-Technical Summary of the EIA having been made available to the public. The relevant environmental permits/confirmations must be received by the Bank before the funds are allocated;

(ix) ensure that there is no double-financing of the Schemes with other loans by the Bank with the same Final Beneficiary;

(x) promptly inform the Bank when the implementation of any allocated Scheme is suspended or the Scheme is cancelled;

(xi) promptly notify the Bank on any suspension of payments and or infringement procedures initiated by the EU Commission, no later than 5 days after the Borrower or the Promoter becomes aware of the EU Commission action;

(xii) promptly notify the Bank on the outcome of the Designation Procedure (according to Article 123 of the Common Provision Regulation);

(xiii) promptly notify the Bank on any audit reports carried out by the Independent Audit Authority, the EU Commission and the Court of Audit; and

(xiv) promptly notify the Bank on the results of the Performance Review (art.21 of the CPR).

The Bank shall carry out a mid-term review of the Project, preferably after the performance review, following which the Bank may change sections A.1, A.2. and/or A.3 of Schedule A.

The Bank reserves the right to review the allocation procedures in view of any change required by inter alia the EU Commission or the development of the Schemes.

B. General undertakings

6.06 <u>Compliance with laws</u>

The Borrower and the Promoter shall comply and shall procure that each Final Beneficiary complies in all respects with all laws and regulations to which they or the Project are 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 18 November 2014;

(e) no event or circumstance which constitutes an Event of Default has occurred and is continuing unremedied or unwaived;

(f) it has obtained all necessary Authorisations in connection with this Contract and in order to lawfully comply with its obligations hereunder, and the Project and all such Authorisations are in full force and effect and admissible in evidence;

(g) its payment obligations under this Contract rank not less than *pari passu* in right of payment with all other present and future unsecured obligations under any of its Debt Instruments except for obligations mandatorily preferred by law applying to companies generally;

(h) it is in compliance with all undertakings under this Article 6; and

(i) to the best of its knowledge, no funds invested in the Project by the Borrower or any Final Beneficiary are of illicit origin, including products of money laundering or linked to the financing of terrorism. The Borrower shall promptly inform the Bank if at any time it becomes aware of the illicit origin of any such funds.

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

6.08 Integrity

The Borrower shall take, within a reasonable timeframe, appropriate measures in respect of any of its agents with control and/or decision making powers over the Project and/or the Loan, and shall procure that the Promoter undertakes to take within a reasonable timeframe appropriate measures in respect of any member of its management bodies or any of its agents with control and/or decision making powers over the Project and/or the Loan who has been convicted by a final and irrevocable court ruling of a Criminal Offence perpetrated in the course of the exercise of his/her professional duties, in order to ensure that such member is excluded from any Borrower's activity in relation to the Project and/or the Loan and/or the Promoter activity in relation to the Project and/or the Loan.

6.09 Books and records

The Borrower and the Promoter shall ensure that it keeps and will continue to keep proper books and records of account, in which full and correct entries shall be made of all financial transactions and the assets and business of the Borrower and the Promoter, including expenditures in connection with the Project and the Schemes, in accordance with the CPR and the Financial Regulation (EU/Euratom) 966/2012 of the European Parliament and of the Council of 25.10.2012.

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 obligations under any of its 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 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 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 Debt Instrument bears to the total debt outstanding under that Instrument. For this purpose, any payment of an Debt Instrument that is made out of the proceeds of the issue of another instrument, to which substantially the same persons that hold claims under the Debt Instrument have subscribed, shall be disregarded.

In this Contract, "**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 of an obligation arising under a Debt Instrument of another.

7.02 Additional security

Should the Borrower grant to a third party any security for the performance of any 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, if applicable, that is stricter than any 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, or shall procure that the Promoter 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 or the Promoter do 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 and/or the Promoter 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 and/or the Schemes, also taking into account the disclosures made to the Bank in connection with the Project and/or the Schemes 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 and/or the Schemes;

(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, the Promoter or any Final Beneficiary or any 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 or the Promoter, which may substantially prejudice or affect the conditions of execution or operation of the Project;

(iii) a genuine allegation, complaint or information with regard to Criminal Offences related to the Project;

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

8.02 <u>Information concerning the Borrower, the Promoter and the Final Beneficiaries</u>

The Borrower shall deliver to the Bank from time to time, such information on its general financial situation as the Bank may reasonably require and inform the Bank immediately:

(i) of any fact which obliges it to prepay any financial indebtedness or any European Union funding;

(ii) of any event or decision that constitutes or may result in a Prepayment Event;

(iii) of any intention on its part to grant any security over any of its assets in favour of a third party;

(iv) of any fact or event that is reasonably likely to prevent the substantial fulfilment of any obligation of the Borrower under this Contract;

(v) of any event listed in Article 10.01 having occurred or being threatened or anticipated;

(vi) to the extent permitted by law, any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which, to the best of its knowledge and belief, is current, imminent or pending against (i) the agents of the Borrower with control and/or decision making power over the Loan or the Project or (ii) the management bodies or agents of the Promoter with control and/or decision making power over the Loan or the Project or (iii) the management bodies of any Final Beneficiary in connection with Criminal Offences related to the Loan or the Project;

(vii) of any measure taken by the Borrower or the Promoter pursuant to Article 6.08;

(viii) of any genuine allegation, complaint or information with regard to Criminal Offence related to any funds made available to the Final Beneficiary out of the proceeds of the Loan or any Scheme;

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(ix) if at any time it becomes aware of the illicit origin, including products of money laundering or linked to the financing of terrorism with respect to funds made available to the Final Beneficiary or a Scheme;

(x) of any measure taken by the Final Beneficiary pursuant to Article 6.05A(f)(i).

8.03 Visits by the Bank

The Borrower and the Promoter shall allow persons designated by the Bank, as well as persons designated by other institutions or bodies of the European Union when so required by the relevant mandatory provisions of European Union law,

(a) to visit the sites, installations and works comprising the relevant Scheme;

(b) to interview representatives of the Borrower and/or the Promoter, and not obstruct contacts with any other person involved in or affected by Loan or the relevant Scheme; and

(c) to review the Borrower's and Promoter's books and records in relation to the Loan and the execution of the relevant Scheme and to be able to take copies of related documents to the extent permitted by the law.

The Borrower and the Promoter shall provide the Bank, or ensure that the Bank is provided, with all necessary assistance for the purposes described in this Article.

The Borrower and the Promoter acknowledge that the Bank may be obliged to communicate information relating to the Borrower, the Promoter and the Schemes to any competent institution or body of the European Union in accordance with the relevant mandatory provisions of European Union law.

8.04 Language

Information provided by the Borrower or by the Promoter pursuant to this Article 8 shall be provided in the English language or with an English translation.

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, fees and expenses, including professional, banking or exchange charges and any fees, if any, of legal, insurance, technical and other independent consultants engaged by the Bank, incurred in connection with the preparation, execution, implementation, enforcement 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, enforcement and realisation of any security for the Loan.

9.03 Increased costs, indemnity and set-off

(a) The Borrower shall pay to the Bank any sums or expenses incurred or suffered by the Bank as a consequence of the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or compliance with any law or regulation made after the date of signature of this Contract, in accordance with or as a result of which (i) the Bank is obliged to incur additional costs in order to fund or perform its obligations under this Contract, or (ii) any amount owed to the Bank under this Contract or the financial income resulting from the granting of the Credit or the Loan by the Bank to the Borrower is reduced or eliminated.

(b) Without prejudice to any other rights of the Bank under this Contract or under any applicable law, the Borrower shall indemnify and hold the Bank harmless from and against any loss incurred as a result of any payment or partial discharge that takes place in a manner other than as expressly set out in this Contract.

(c) 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. If either obligation is unliquidated or unascertained, the Bank may set off in an amount estimated by it in good faith to be the amount of that obligation.

ARTICLE 10

Events of Default

10.01 Right to demand repayment

The Borrower shall repay all or part of the Loan (as requested by the Bank) 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 does not pay on the due date any amount payable pursuant to this Contract at the place and in the currency in which it is expressed to be payable, 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 (three) Business Days of its due date;

(b) if any information or document given to the Bank by or on behalf of the Borrower or the Promoter or any representation, warranty or statement made or deemed to be made by the Borrower in or pursuant to 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 in relation thereto, 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 any other loan or obligation arising out of any financial transaction or any commitment for any other loan or obligation arising out of any financial transaction is cancelled or suspended;

(d) if the Borrower defaults in the performance of any obligation in respect of any other loan granted by the Bank or financial instrument entered into with the Bank;

(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 European Union;

(f) if a Material Adverse Change occurs, as compared with the Borrower's condition at the date of this Contract; or

(g) 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.

10.01B **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 the Prepayment Indemnity on any amount of principal due to be prepaid. Such Prepayment Indemnity 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 of principal 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.

ARTICLE 11

Law and jurisdiction, miscellaneous

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 England.

11.02 Jurisdiction

(a) The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with this Contract (including a dispute regarding the existence, validity or termination of this Contract or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Contract.

(b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

11.03 Agent of Service

Without prejudice to any other mode of service allowed under any relevant law, the Borrower hereby irrevocably appoints the Embassy of the Republic of Croatia in the United Kingdom of Great Britain and Northern Ireland as its agent of service for the purposes of accepting service on its behalf of any writ, notice, order, judgement or other legal process. The Borrower agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.

The Bank hereby appoints The Security Management Trust Limited of 8 Lothbury, London, England to be its agent for the purpose of accepting service of legal process.

11.04 Place of performance

Unless otherwise specifically agreed by the Bank in writing, the place of performance under this Contract, shall be the seat of the Bank.

11.05 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.

11.06 Third party rights

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

11.07 Entire Agreement

This Contract constitutes the entire agreement between the Bank and the Borrower in relation to the provision of the Credit hereunder, and supersedes any previous agreement, whether express or implied, on the same matter.

11.08 Invalidity

If at any time any term of this Contract is or becomes illegal, invalid or unenforceable in any respect, or this Contract is or becomes ineffective in any respect, under the laws of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

(a) the legality, validity or enforceability in that jurisdiction of any other term of this Contract or the effectiveness in any other respect of this Contract in that jurisdiction; or

(b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Contract or the effectiveness of this Contract under the laws of such other jurisdictions.

11.09 Amendments

Any amendment to this Contract shall be made in writing and, other than as set out in Article 1.08 B in respect of allocation procedures, with an agreement between the Bank and the Borrower and shall be signed by the parties hereto.

11.10 Counterparts

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

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 Bank:	Operations Directorate Adriatic Sea Department Lending Operations in Slovenia, Croatia and Western Balkans 100, boulevard Konrad Adenauer L-2950 Luxembourg Facsimile no.: +352 4379 67487
For the Borrower:	
Ministry of Finance:	Attention: Ministry of Finance Katanciceva, 5 10000 Zagreb Croatia Facsimile no.: +385 14922583
Ministry of Regional Development and EU Funds:	Attention: Ministry of Regional Development and European Union Funds Račkoga, 6 10000 Zagreb Croatia Facsimile no.: +385 16400644

For the avoidance of doubt, all notices and other communications given under this Contract by the Bank to the Borrower shall be sent to the Ministry of Finance with copy to Ministry of Regional Development and EU Funds, and all notices and other communications given under this Contract by the Bank to the Promoter shall be sent to the Ministry of Regional Development and EU Funds with copy to the Ministry of Finance.

For the avoidance of doubt, all notices and other communications given under this Contract by the Promoter to the Bank shall be sent through or with copy to the Ministry of Finance, and all notices and other communications given under this Contract by the Borrower to the Bank shall be sent to the Ministry of Finance with copy to the Ministry of Regional Development and EU Funds.

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.

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.

12.03 Recitals and Schedules

The Recitals and following Schedules form part of this Contract:

Schedule A	Project Specification and Reporting
Schedule B	Definition of EURIBOR
Schedule C	Forms for Borrower
Schedule D	Interest Rate Revision and Conversion
Schedule E	Certificate to be provided by the Borrower

12.04 Entry into force

This Contract shall enter into force on the date of entry into force of the law of its ratification.

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

At Zagreb, this 30 March 2015

Signed for and on behalf of	Signed for and on behalf of
THE REPUBLIC OF CROATIA	EUROPEAN INVESTMENT BANK
The Minister of Finance	The Vice-President
Boris LALOVAC	Dario SCANNAPIECO

Schedule A

Project Specification and Reporting

A.1 Technical Description (Article 6.02)

A.1.1 Purpose, Location

The project, structured as a Structural Programme Loan, will support the Croatian Partnership Agreement (PA) and selected investments for one Operational Programme (OP), the Operational Programme Competitiveness and Cohesion 2014-2020 (OPCC). The interventions financed by the Bank will focus mainly but not exclusively on the following sectors: transport, energy, environment, health, R&D infrastructure, nature protection, social infrastructure, ICT, urban regeneration, water and waste. The OPCC could contain 41 major projects based on the indicative list of major projects attached thereto. If applicable, major projects in the transport sector benefitting from CEF support and implemented by the promoter could also be funded hereunder.

A.1.2 Description

The project will finance selected investment from the axes the OPCC:

1. Strengthening the economy through application of research and innovation
2. Use of information and communication technologies
3. Business competitiveness
4. Promoting energy efficiency and renewable energy sources
5. Climate Change and Risk Management
6. Environmental Protection and Sustainability of Resources
7. Connectivity and mobility
8. Social Inclusion and Health
9. Education, Skills and Lifelong Learning
10. Technical Assistance

A.1.3 Calendar

The projects are expected to be implemented in the 2014-2020 programming period and completed by no later than end of 2023. This takes into account the rules of the Common Provision Regulation concerning the closure of projects.

A.1.4 General Provisions

Eligibilities. The Bank will generally allocate its funds only to eligible schemes which are economically, technically and financially justified and environmentally sound. All schemes must comply with European Union environmental, procurement and state aid legislation as well as comply with the principles and standards of the Bank's Environmental Policy Statement.[1]

The eligibility for EIB financing will be checked by the Bank at the allocation stage against the list below and the Bank´s normal eligibility criteria.

The Bank reserves the right to review allocations procedures in view of the development of the Project.

General exclusions. The following costs are not eligible for EIB financing: VAT and other taxes and duties, land acquisition, purchase of buildings, maintenance and other operating costs, acquisition of second-hand assets, interest during construction, purchase of licences for the use of non-generated public resources (e.g. telecom licences), patents, brands and trademarks. Purely financial transactions are also not eligible.

Excluded Sectors:

- Manufacture and distribution of weapons and ammunition, arms and military equipment
- Manufacture and distribution of tobacco or alcohol products
- Gambling and betting activities
- Detention facilities e.g. prisons, police stations, schools with custodial functions
- Sectors and activities with a strong ethical dimension considered to carry significant reputation risk

Urban development
All schemes related to a specific urban area will have to abide to urban and territorial planning instruments, have reasonable costs and be self-contained (not just a component of a major one), but complementary to the global urban action.

A.1.5 Allocation Procedures

The Bank funds will be allocated to the schemes co-financed with the European Union Funds under the OPCC with procedures modulated according to the scheme size and in line with applicable framework loan procedures:

a) Eligible schemes with an investment cost below EUR 25m are selected by the Promoter. The choices are subject to ex-post confirmation of eligibility by the Bank's services. The Promoter is to submit an allocation request in a form required by the Bank (as defined in A.1.6.2).

b) Eligible schemes with a cost between EUR 25m and EUR 50m are submitted ex-ante to the Bank for approval before funding, using a template as defined in A.1.7 or a feasibility study. The Bank keeps the right to ask for additional information; partial or in-depth appraisal of the scheme will be undertaken, if judged necessary.

c) Eligible schemes with a cost above EUR 50m are to be treated, in principle, like separate loans and appraised separately by the Bank's services. Schemes will be subject to approval before allocation. The Promoter shall provide documentation requested by the Bank, at its discretion, as individually indicated by the Bank to the Promoter.

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1 http://www.eib.org/attachments/strategies/eib_statement_esps_en.pdf, or any successor web link thereof.

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d) The Promoter should provide together with an allocation request the following documentation supporting environmental compliance of the schemes concerned:

- for schemes requiring an EIA, either the Non-Technical Summary of the EIA or a link to a public version of the Non-Technical Summary of the EIA or equivalent document, together with a copy of the relevant consent showing that public consultation has been performed and its results taken into consideration. The Promoter shall not request EIB for allocation of schemes that require an EIA assessment according to European Union and national law without receiving consent from the competent authority.
- for schemes subject to assessment, but without significant impact, potential or likely, on a conservation site (Natura 2000 or otherwise), a declaration from the Competent Authority that the schemes are in compliance with European Union Habitats and Birds Directives (either Forms A as per Annex A.1.8 or its equivalent or a simplified declaration /A list of schemes signed by the Competent Authority certifying that none of the schemes has any significant impact on any protected site). The Promoter shall not request EIB for allocation of schemes that require a biodiversity assessment according to European Union and national law without receiving consent from the competent authority.
- for schemes with a significant impact, potential or likely, on a conservation site, Form B as per Annex A.1.8 - or its equivalent - has to be signed by the Competent Authority and submitted to the Bank together with the opinion of the EU Commission (if required by the Article 6(4) of the Habitats Directive).

e) The Promoter shall store and maintain updated the relevant documents (including environmental studies related to EIA, the Non-Technical Summaries of EIAs, and Nature/Biodiversity Assessments or equivalent documents supporting the compliance with the European Union Habitats and Birds Directives) to be provided to the Bank upon request. In case the EIB requires such documentation, the Promoter shall promptly provide all the requested documents.

d) The allocation request for all line investments in the transport sector (roads and rail) and water and waste sector with project cost below EUR 25m must be accompanied by tables as per A.1.6.3, A.1.6.4, A.1.6.5 or A.1.6.6.

All information shall be provided to the Bank <u>in an electronic form</u>, tables in spreadsheets.

The Bank reserves the right to review at mid-term the allocation procedures in view of the development of the Project with the Promoter.

A.1.6.1 Summary Allocation Report Table by Priority

ALLOCATION NO	*X*
DATE	*DD/MM/YYYY*
Name of EIB Operation	CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL)
Number of EIB Operation	2014-0375

Currency EUR

SUMMARY ALLOCATION TABLE (FOR ALL SCHEMES INCLUDED IN EIB OPERATION
DISBURSEMENTS (cumulative up to DD/MM/YYYY)

EIB Tranche date (DD/MM/YYYY)	Amount (EUR)	Percent of EIB Tranche(s) allocated to the projects (%)	Percent of EIB Tranche(s) Disbursed to Final Beneficiaries
date x			
The current (latest) request			
Total			

ALLOCATIONS (cumulative up to DD/MM/YYYY)

Operational Programmes and priorities	Total (eligible) costs (EUR '000)	EU contribution (EUR '000)	Central Government (EUR '000)	Other resources (EUR '000)	Number of schemes	Range of schemes total cost	
						Lowest (EUR '000)	Highest (EUR '000)
Operational Programme Competitiveness and Cohesion							
EIB Project							
Of which EIB funds allocated (EUR 000)							
Total EIB Funds disbursed to Final Beneficiaries (EUR '000)							

Responsible person

<Name and surname>
<Function>
<Department>
M n stry of Regional Development and EU Funds

Signature
Date *DD/MM/YYYY*
Place Zagreb Croat a

A.1.6.2 Template for Monitoring (Allocation request)

EIB Project CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL)
Managing Authority (sector)

Identification code	Priority axis/ key area	Location (county/ municipality or commune)	Final Beneficiary (name and type)	Project description	Environmental compliance		Implementation phase	Start/end dates		Total Eligible Cost		EU funds (CF, ERDF)		State contribution (financed through EIB loan)		Other Contributions	ERR
					EIA	Nature conservation (Natura 2000)		start	end	planned	actual	planned	actual	planned	actual		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
									Total								

Explanatory notes.
(4) Name and type of final beneficiary state, municipality, private NGO, etc
(6) Please indicate NO no EIA required, S-O Annex II project screened out, Yes Annex I project or Annex II screened in If YES, provide copy of NTS at allocation or as soon as available
(7) It refers to Natura 2000 or other habitats areas of international or national importance Please indicate NO Assessment not required, NSI Assessment performed no significant impact, SI, Assessment performed significant impact - please attache Form B at allocation or when available but before allocation of any EIB funds to the project
(8) Please indicate the implementation phase of the project at the date of submission (FS preliminary design, implementation, completed etc)
(9),(10) Please indicate the latest estimated dates for commencement and completion of the project
(11) Estimated initial total eligible cost of the project (as reported to the EC, fixed at time of allocation request, this amount should remain unchanged until end of the programme)
(12) Latest estimate to be updated at each allocation request
(13)-(16) Similar with 11 and 12 respectively
(17) Other contribution all remaining contributions of the state region municipality, beneficiary etc
(18) Projects estimated ERR at time of allocation in case of ex-ante, at time of approval by MA in case of ex-post (when applicable)

A.1.6.3 Template for Roads

Project: CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL)
Oper. No: 2014-0375 **Contract No:**

Project reference number	Name of scheme	Managing Authority (1)	Road No.	Road type (2)	Road		Cost (000 EUR)	Cost/km	AADT (3)	Traffic/% HGV (4)	Type of Work/Type of Defect (5)	Expected construction period	Justification/Notes/ERR (6)
					Width (m)	Length (km)							
TOTAL							0						

Legend

1	*Implementation authority*	e.g. NDS, region, municipality (name), other road organisation (name), etc.
2	*Road type*	Number of lanes (e.g. 2x1, 2x2, 3x2, etc)
3	*AADT*	Average Annual Daily Traffic, (vehicles/day)
4	*HGV*	Heavy Good Vehicles
5	*Type of Work*	1. Resurfacing; 2. Rehabilitation; 3. Reconstruction; 4. Upgrading; 5. New construction (new alignment); 6. safety improvements Defects according to standard codes in use and adopted by national road authorities
6	*Justification/Notes/ERR*	A - increasing the road traffic safety and improving the environment B - increasing the service level (traffic capacity) C - increasing the load bearing capacity Economic rate of return - if done

A.1.6.4 Template for Rails

Project: CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL)
Oper. No: 2014-0375 **Contract No:**

Project reference number	Name of scheme	Rail section code	Implementation authority (1)	Rail section		Cost (000 EUR)	Cost/km	Traffic (2)	% Freight traffic	Type of Work (3)	Expected construction period	Justification/ Notes/ ERR (4)
				Number of tracks	Length km							
TOTAL						0						

Legend

1	*Implementation authority*	e.g. rail organisation (name), private rail company (name), etc
2	*Traffic*	Passenger kilometers
3	*Type of Work*	1. Rehabilitation; 2. Upgrading; 3. Reconstruction; 4. Signalling; 5. Electrification 6. New construction (new alignment); 7. telecommunication: 8. Tracks
4	*Justification/Notes/ERR*	A - increasing the road traffic safety and improving the environment B - increasing the service level (traffic capacity) C - increasing the load bearing capacity Economic rate of return - if done

A.1.6.5 Template for Water

Project: CROATIA EU FUNDS CO-FINANCING 2014-2020
Oper. No: 2014-0375 **Contract No:**

Project ref number	Name of scheme	Implement Authority (1)	Project type (2)	Water supply						Waste water collection and treatment						Total Cost (000 EUR)	Expected construction period
				Length of mains (m) (3)	Capacity of WTP (m^3/d) (4)	Connections (nbr) (5)	Beneficiary population (households) (6)	Main type of Work (7)	Cost water supply (000 EUR)	Length of sewers (m) (3)	Capacity of WWTP (PE) (4)	Connections (nbr) (5)	Beneficiary population (households) (6)	Main type of Work (7)	Cost waste water (000 EUR)		
TOTAL															0		

Legend

1	*Implementation authority*	Name of water utility
2	*Project type*	W Water supply, WW waste water, W+WW water and waste water
3	*Length*	Length of newly built or rehabilitated pipes (excluding length of house connections)
4	*Capacity of WTP*	Capacity of newly built plant or rehabilitation All types of water treatment, including simple treatment at spring or well source (chlorination aeration, etc)
5	*House connections*	New domestic connections, both extensions and rehabilitation of existing ones
6	*Beneficiary population*	Urban or rural population benefitting from the project component, in number of households connected
7	*Main type of works*	N New construction (extensions) , R Rehabilitation or reconstruction of existing infrastructure

A.1.6.6 Template for Waste Sector Schemes

Project: **CROATIA EU FUNDS CO-FINANCING 2014-2020**
Oper. No: **2014-0375** **Contract No:**

Project ref. number	Name of scheme	Implementing entity	Project Demand					Project Description						Current status of preparation and permitting	Expected construction period
			Regions served	Population served	Total MSW generation (kt/yr)	Target waste types	Target waste flow (kt/yr)	Main project components (1)	Technical scope of treatment facilities (2)	Types of outputs produced in treatment facilities	Distance from project site to main population centre served	Distance from project site to nearest RWMC	Total investment cost (m EUR)		
										TOTAL			0		

Notes

1 *List components e.g. types and number of collection equipment, treatment facility types and capacity, landfill capacity*

2 *Describe technical scope, e.g. type of treatment facility, configuration pf MBT plant*

A 1.7 Project Fiche for schemes with a cost between EUR 25m and EUR 50m

PROJECT FICHE

CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL) / A

2014-0375

Scheme Name Scheme reference number Implementing body Contact Person Contact (e-mail, telephone)	Scheme promoter Location Sector Type new project/ extension/ rehabilitation Date Signature of the Promoter

1. Scheme

1.1 **Background**

1.2 **Reasons for undertaking the Project and key objectives**

1.3 **Technical description of the project including relevant key dimensions and capacities**

1.4 **Entity(ies) responsible for project design, construction and supervision**

1.5 **Investment cost** (total) in EUR

Engineering and supervision	-
Land	-
Civil works (Building work)	-
Equipment	-
Miscellaneous	-
Technical contingencies	-
Price contingencies (% escalation p a), if applicable	-
Interest during construction	-
Total	**-**

1.6 **Expected expenditure schedule** (in EUR)

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ij

year	2014	2015	2016	+n	Total
EUR					

1.7 Expected technical/ economical life-span (years)

1.8 Implementation period (dates: month, year)

a) Start:

b) Completion:

1.9 Authorisation required to implement/operate the project

Please provide the name(s) of the authority(ties) issuing the relevant permit(s) and whether or not the authorisation(s) has (have) been issued. If permits are not issued, please indicate the expected date.

1.10 Jobs affected by the investment

Number of jobs that will be created, secured or lost as a consequence of the project

a) during construction:	
b) post construction (operation and maintenance) – secured:	

1.11 Physical indicators

Please indicate (quantify) planned physical output/result of the project.

Indicator name and definition	Baseline (year)	Target value (year)
a) ...		
b)		
c)		

1.12 Procurement

Type and specifics on tender(s)

1.13 Environmental impacts

a) Please explain briefly the effects of the project on the environment.

b) Does the Project have any particular environmental risks or benefits?

c) Compliance with environmental requirements (local, national, European Union) and summary description of mitigating measures adopted, if any; indicate if an EIA is required and if the project is located within/impacts a Natura 2000 sites, or similar - in the affirmative cases, please provide information on the relevant assessment and administrative decisions for such projects. The Bank's services may require further information (such as a copy of the non-technical EIA summary, analysis of impact on Natura 2000 sites or similar).

1.14 Operation and maintenance of the facilities:

a) Organisation in charge of the operation and maintenance of the Scheme;

b) Operating and maintenance costs and available budget for operation and maintenance.

1.15 Economic and financial aspects

a) Population served by the Scheme, or other pertinent demand analysis (e.g. traffic);

b) If applicable, a summary of cost-benefit or economic feasibility analysis;

c) If applicable, cost recovery mechanism (Will users be required to contribute to the cost of the Scheme? Tariff policy?).

2. **<u>Overall conclusions and recommendations</u>**

Place:

Date:

Promoter:

Responsible person:

A.1.8 Forms A/B according to the EU Habitats and Birds Directives

I. DIO – FORM A- PART 1

Obrazac A – Ocjena prihvatljivosti sukladno članku 6. stavak 3. nije bila potrebna

IZJAVA TIJELA NADLEŽNOG ZA PRAĆENJE STANJA NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE[2]

Nadležno tijelo: ....,

nakon što je ispitalo prijedlog projekta[3] ....

koji će se izvoditi na području:. ....

izjavljuje kako nije izgledno da će projekt imati značajan utjecaj na područje iz mreže NATURA 2000 iz sljedećih razloga:

Stoga se smatra kako ocjena prihvatljivosti propisana člankom 6. stavak 3. nije potrebna.

U prilogu je sadržan zemljovid u mjerilu 1:100 000 (ili najbližem mogućem mjerilu) koji prikazuje lokaciju projekta kao i zahvaćena područja iz mreže NATURA 2000, ako takva postoje.

Datum (dd/mm/gggg):

Potpis:

Ime i prezime:

Dužnost

---

[2] Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima.

[3] Uzimajući u obzir zahtjeve iz članka 6 stavak 3 Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore

Organizacija:

(Tijelo nadležno za praćenje stanja na područjima iz mreže NATURA 2000)

Službeni pečat:

II. DIO – FORM A- PART 2

Obrazac A – Procjena utjecaja na područje NATURA 2000 – Nema rizika značajnog utjecaja

IZJAVA TIJELA NADLEŽNOG ZA PRAĆENJE STANJA NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE[4]

Nadležno tijelo ....,

nakon što je ispitalo prijedlog projekta[5] ....,

koji će se izvoditi na.................. .. . .,

izjavljuje kako, slijedom ocjene prihvatljivosti propisane člankom 6. stavak 3. Direktive 92/43/EEZ, projekt neće imati značajnih utjecaja na područje od važnosti za zaštitu priorode[1]

Molimo vas da iznesete sažetak zaključaka ocjene prihvatljivosti obavljene sukladno članku 6. stavak 3 Direktive 92/43/EEZ

Molimo vas da iznesete sažeti prikaz mjera ublažavanja neophodnih za potrebe projekta·

U prilogu je sadržan zemljovid u mjerilu 1 100 000 (ili najbližem mogućem mjerilu) koji prikazuje lokaciju projekta kao i područje od važnosti za zaštitu prirode

Potpis

Ime i prezime i dužnost

Organizacija (tijelo nadležno za praćenje stanja na područjima iz mreže NATURA 2000)

Službeni pečat

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4 Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, vec prema okolnostima

5 Uzimajući u obzir zahtjeve iz članka 6 stavak 3 Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore

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Obrazac B – Rizik značajnog utjecaja – FORM B

PODACI TIJELA NADLEŽNOG ZA PRAĆENJE STANJA NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE[6]

Nadležno tijelo .. ..,

nakon što je ispitalo[7] prijedlog projekta ....,

koji će se izvoditi na području... ....

iznosi sljedeće podatke i dokumentaciju koja se Europskoj komisiji dostavlja (označiti odgovarajuće polje)·

na uvid (čl 6 st 4 (1)) ☐ na davanje mišljenja (čl. 6. st 4 (2)) ☐

Država članica:
Nadležno domaće tijelo.
Adresa
Osoba za kontakte
Tel., faks, e-pošta.
Datum:
Sadrži li obavijest osjetljive podatke? Ako sadrži, molimo da ih naznačite i obrazložite

6 Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima

7 Uzimajući u obzir zahtjeve iz članka 6 stavak 4 Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore

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1. PLAN ILI PROJEKT

Naziv plana/projekta:

Predlagatelj:

Sažetak plana ili projekta koji ima utjecaj na predmetno područje:

Opis i lokacija projektnih sastavnica i djelatnosti s potencijalnim učincima, uz točnu naznaku pogođenih područja (uključujući zemljovide):

2. OCJENA NEGATIVNIH UTJECAJA[8]

Naziv i oznaka pogođenog (pogođenih) područja iz mreže Natura 2000:

Molimo vas da označite odgovarajuće polje.

☐ područje posebne zaštite (**SPA**) prema Direktivi o pticama

☐ područje posebne zaštite/posebno područje zaštite (**SCI/SAC**) prema Direktivi o staništima

☐ područje na kojem se **nalazi** neko **prioritetno** stanište/vrsta

☐ **pogođena** su **prioritetna** staništa/vrste

☐ močvarno područje od međunarodne važnosti, koje je kao takvo određeno sukladno **Ramsarskoj konvenciji** ili ispunjava uvjete za takvu zaštitu

☐ područje uvršteno u najnoviji popis **područja važnih za ptice** (IBA) ili (ako postoji) kakav istovrijedan iscrpniji znanstveni popis prihvaćen od domaćih nadležnih tijela

☐ područje na koje se primjenjuje **Bernska konvencija** o zaštiti europskih divljih vrsta i prirodnih staništa (čl. 4.), a osobito područje koje ispunjava kriterije **Smaragdne mreže**

☐ područja zaštićena domaćim propisima o zaštiti prirode

Ciljevi očuvanja područja i ključne značajke koje doprinose njegovoj cjelovitosti:

Staništa i vrste koje će biti pogođene štetnim posljedicama (npr. naznaka njihove reprezentativnosti i, ako je primjenjivo sukladno čl. 17., stanja njihove očuvanosti i stupnja izoliranosti te njihovih uloga i funkcija na predmetnom području).

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8 Napomena: Naglasak treba staviti na očekivane štetne utjecaje na staništa i vrste zbog kojih je predmetno područje predloženo za uvrštenje u mrežu Natura 2000. Potrebno je navesti sve podatke koji bi mogli biti bitni u svakom pojedinom slučaju, ovisno o utvrđenim posljedicama po zahvaćene vrste i staništa.

Važnost područja za staništa i vrste koje će biti pogođene (npr. obrazloženje uloge predmetnog područja na državnoj razini i unutar biogeografske regije te u odnosu na cjelovitost mreže Natura 2000).

Opis očekivanih štetnih utjecaja (nestanak staništa/vrsta, pogoršanje stanja, uznemiravanje vrsta, izravni i neizravni učinci itd.), razmjera utjecaja (površina staništa i broj vrsta ili područja na kojima se one javljaju, a koja su pogođena projektom), važnosti i veličine (npr. razmatranje pogođene površine ili populacije u odnosu na ukupnu površinu ili populaciju na razini predmetnog područja i, možebitno, cijele zemlje) te lokacije (uključujući zemljovide).

Možebitne kumulativne i ine posljedice koje bi po svoj prilici mogle nastati uslijed provedbe plana ili projekta koji je predmet ocjene u sprezi s provedbom drugih planova ili projekata.

Mjere ublažavanja predviđene projektom (opis načina na koji će se iste provesti i na koji će se time izbjeći li umanjiti nepovoljne posljedice po predmetno područje).

3. ZAMJENSKA RJEŠENJA

Naznaka i opis mogućih zamjenskih rješenja, uključujući mogućnost neprovođenja projekta, tj. "nultu" opciju (navesti kako su utvrđena, koji su postupci i metode korišteni itd.)

Ocjena zamjenskih rješenja koja su razmotrena i obrazloženje odabranog zamjenskog rješenja (razlozi zbog kojih su nadležna domaća tijela zaključila kako ne postoje nikakva zamjenska rješenja)

4. IMPERATIVNI RAZLOZI PRETEŽUĆEG JAVNOG INTERESA

Razlog za provedbu ovog plana ili projekta unatoč njegovim negativnim utjecajima:

- Imperativni razlozi pretežućeg javnog interesa, uključujući razloge društvene ili gospodarske naravi (u slučaju da nema prioritetnih staništa/vrsta)
- ljudsko zdravlje
- javna sigurnost
- korisne posljedice od prvenstvene važnosti za okoliš
- ostali imperativni razlozi pretežućeg javnog interesa

Opis i obrazloženje prevage tih razloga[9]:

[9] Potrebna razina podrobnosti može se razlikovati ovisno o tome dostavlja li se obavijest na uvid ili radi dobivanja mišljenja.

5. KOMPENZACIJSKE MJERE[10]

Ciljevi, ciljna obilježja (staništa i vrste) i ekološki procesi/funkcije koje treba kompenzirati (razlozi, zašto su te mjere prikladne za kompenziranje negativnih utjecaja))
Obuhvat kompenzacijskih mjera (površina područja, brojnost populacije)
Naznaka i lokacija područja obuhvaćenih kompenzacijskim mjerama (uključujući zemljovide)
Dosadašnje stanje i uvjeti na područjima obuhvaćenim kompenzacijskim mjerama (postojeća staništa i njihovo stanje, vrsta zemljišta, namjena zemljišta itd.)
Očekivani rezultati i obrazloženje načina na koji će se predloženim mjerama kompenzirati štetni utjecaji na cjelovitost područja i omogućiti očuvanje cjelovitosti mreže Natura 2000
Vremenski raspored provedbe kompenzacijskih mjera (uključujući dugoročnu provedbu), uz naznaku rokova u kojima se očekuje ostvarivanje očekivanih rezultata

[10] Potrebna razina podrobnosti može se razlikovati ovisno o tome dostavlja li se obavijest na uvid ili radi dobivanja mišljenja.

Metode i tehnike koje se predlažu za provedbu kompenzacijskih mjera i ocjena njihove izvodljivosti i moguće djelotvornosti

Troškovi i financiranje predloženih kompenzacijskih mjera

Odgovornost za provedbu kompenzacijskih mjera

Praćenje provedbe kompenzacijskih mjera gdje god je to predviđeno (npr. ako postoji neizvjesnost u pogledu djelotvornosti mjera), ocjena rezultata i poduzimanje daljnjih koraka

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:

	Financial Contact	Technical Contact
Company	*Ministry of Finance*	*Ministry of Regional Development and European Union Funds*
Contact person	*Silvija Belajec*	*Juraj Ivankovic*
Title	*Head of Sector*	*Head of Sector*
Function / Department financial and technical	*Head of sector for International Financial Relations*	*Head of sector for management of Operational Programmes*
Address	*Katančićeva 5* *10000 Zagreb* *Croatia*	*Rackoga 6* *10000 Zagreb* *Croatia*
Phone	*+385-1-4591 344*	*+385-1-643 8201*
Fax	*+385-1-4922 583*	*+385-1-630 3216*
Email	*silvija.belajec@mfin.hr*	*juraj.ivankovic@mrrfeu.hr*

The above-mentioned contact person is the responsible contact for the time being.
The Borrower or Promoter shall inform the EIB immediately in case of any change.

2. Information on specific subjects

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

Document / information	Deadline
Information on the initiation by the EU Commission of an infringement procedure or of legal proceedings before the Court of Justice of the EC for non-compliance of Community law regarding a project or scheme to be financed or financed under this Loan	*in every case without delay but not later than 5 calendar days after the Promoter becomes aware of the Commission action*
Information on the initiation by the EU Commission of any suspension of payments	*in every case without delay but not later than 5 calendar days after the Promoter becomes aware of the EU Commission action*
Copy of the decision approving the Operational Programmes, corresponding project selection criteria, and the final version of the OPs	*5 calendar days after final approval of the OPs by the EU Commission*
Information about changes in any of the Operational Programmes	*5 calendar days after final approval of the changes in the OPs by the EU Commission*

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3. Information on the Project's implementation.

The Promoter 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
- annual implementation report(s) on the implementation of the operational programme (as defined in the Common Provisions Regulation art 50 and 111) Additionally including: - description of any major issue with impact on the environment; - any significant issue that has occurred and any significant risk that may affect the project's operation; - any legal action concerning the project that may be ongoing, - executive summary that contains information on the physical and financial progress of the Operational Programme.	by 30 June each year from 2015 to 2023	Annually
- annual control report and opinion (as defined in Article 127 of CPR)	by 30 June each year from 2016 to 2023	Annually
- list of projects in electronic format, including information collected in IT systems (A.1.6.2, A.1.6.3, A.1.6.4, A.1.6.5, A.1.6.5)	together with annual implementation report	Annually, unless on that year the Borrower has sent any Allocation Request
- information as required for the Bank for the preparation of a project progress report	by 30 November each year from 2015 to 2023	Annually
- copies of other relevant documents, including ad hoc reports, provided to the EU Commission in connection with the Operational Programmes included within this operation.	as to the EU Commission	When available
- all documents and information necessary to enable the Bank to monitor the physical and financial progress of the Project and the schemes financed thereunder.	upon request	

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

The Promoter 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**
- final report(s) on the implementation of the operational programme (as defined) - additionally including: - description of any major issue with impact on the environment; - any significant issue that has occurred and any significant risk that may affect the project's operation - any legal action concerning the project that may be ongoing.	by 31 June 2024
- closure declaration (as defined in Article 141 CPR) together with the final control report and EU Commission's approval/comments	As to the EU Commission

Language of reports	*English*

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Schedule B

Definitions of EURIBOR

A. EURIBOR

"**EURIBOR**" means:

(a) in respect of a relevant period of less than one month, the Screen Rate (as defined below) for a term of one month;

(b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and

(c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the rate is taken or from which the rates are interpolated being the "**Representative Period**").

For the purposes of paragraphs (b) and (c) above, "available" means the rates, for given maturities, that are calculated and published by Global Rate Set Systems Ltd (GRSS), or such other service provider selected by the European Money Markets Institute (EMMI), under the sponsorship of EMMI and EURIBOR ACI, or any successor to that function of EMMI and EURIBOR ACI as determined by the Bank.

"**Screen Rate**" means the rate of interest for deposits in EUR for the relevant 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 Screen 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.

If the rate resulting from the above is below zero, EURIBOR will be deemed to be zero.

If no rate is available as provided above, EURIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

B. GENERAL

For the purposes of the foregoing definitions:

(a) 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.

(b) The Bank shall inform the Borrower without delay of the quotations received by the Bank.

(c) If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of EMMI and EURIBOR ACI (or any successor to that function of EMMI and EURIBOR ACI as determined by the Bank), the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

Schedule C

Forms for Borrower

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

Disbursement Request

CROATIA – CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL) / A

Date:

Please proceed with the following disbursement.

Loan Name (*).

Signature Date (*)

Contract FI number

Currency & amount requested	
Currency	Amount

Proposed disbursement date:

INTEREST	**Int. rate basis (Art. 3.01)**	
	Rate (% or Spread) OR (please indicate only ONE) **Maximum Rate (% or Maximum Spread)**[11]	
	Frequency (Art. 3.01)	Semi-annual ☐
	Payment Dates (Art. 5)	
	Interest Revision/Conversion date (if any)	
CAPITAL	**Repayment frequency**	Semi-annual ☐
	Repayment methodology (Art. 4.01)	Equal instalments ☐
	First repayment date	
	Maturity Date:	

Reserved for the Bank	(contract currency)
Total Credit Amount.	300,000,000
Disbursed to date	
Balance for disbursement	
Current disbursement	
Balance after disbursement	
Disbursement deadline	
Max number of disbursements	
Minimum Tranche size	
Total allocations to date	
Conditions precedent	Yes / No

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[11] *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).*

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):

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 this 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 this 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.

Schedule E

CERTIFICATE TO BE PROVIDED BY THE BORROWER

E.1 Form of Certificate from Borrower (Article 1.04B)

To: European Investment Bank

From: [Borrower]

Date:

Subject: Finance Contract between the Republic of Croatia and the European Investment Bank 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 Prepayment Event has occurred and is continuing unremedied;

(b) no security of the type prohibited under Article 7.02 has been created or is in existence;

(c) 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;

(d) we have sufficient funds available to ensure the timely completion and implementation of the Project in accordance with Schedule A.1;

(e) 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 has occurred and is continuing unremedied or unwaived;

(f) 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;

(g) the representations and warranties to be made or repeated by us under Article 6.07 are true in all material respects; and

(h) no Material Adverse Change has occurred, as compared with the situation at the date of the Finance Contract.

Yours faithfully,

For and on behalf of [Borrower]

Date: