



P.Z. br. 627

HRVATSKI SABOR

KLASA: 022-03/19-01/67

URBROJ: 65-19-02

Zagreb, 4. travnja 2019.



Hs**NP*022-03/19-01/67*65-19-02**Hs

**ZASTUPNICAMA I ZASTUPNICIMA
HRVATSKOGA SABORA**

**PREDSJEDNICAMA I PREDSJEDNICIMA
RADNIH TIJELA**

Na temelju članaka 178. i 192, a u svezi članka 207.a Poslovnika Hrvatskoga sabora u prilogu upućujem *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. do 2020. godine/B*, koji je predsjedniku Hrvatskoga sabora podnijela Vlada Republike Hrvatske, aktom od 4. travnja 2019. godine.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila Gabrijelu Žalac, ministricu regionalnoga razvoja i fondova Europske unije, Spomenku Đurić i Velimira Žunca, državne tajnike u Ministarstvu regionalnoga razvoja i fondova Europske unije, te Dragana Jelića, pomoćnika ministricu regionalnoga razvoja i fondova Europske unije.


PREDSJEDNIK
Gordan Jandroković



VLADA REPUBLIKE HRVATSKE

P.Z. br. 627

Klasa: 022-03/18-11/108

Urbroj: 50301-25/16-19-7

Zagreb, 4. travnja 2019.



Hs**NP*022-03/19-01/67*50-19-01**Hs

REPUBLIKA HRVATSKA
95 - HRVATSKI SABOR
ZAGREB, Trg Sv. Marka 6

| | | |
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| Primiteno: 04-04-2019 | | |
| Klasifikacijska oznaka | Org. jed. | |
| 022-03/19-01/67 | 65 | |
| Budžetni broj | Pril. | Vrij. |
| 50-19-01 | 1 | 9 |

PREDSJEDNIKU HRVATSKOGA SABORA

Predmet: 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. do 2020. godine/B

Na temelju članka 85. Ustava Republike Hrvatske (Narodne novine, br. 85/10 – pročišćeni tekst i 5/14 – Odluka Ustavnog suda Republike Hrvatske) i članka 207.a Poslovnika Hrvatskoga sabora (Narodne novine, br. 81/13, 113/16, 69/17 i 29/18), Vlada Republike Hrvatske podnosi 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. do 2020. godine/B.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila Gabrijelu Žalac, ministricu regionalnoga razvoja i fondova Europske unije, Spomenku Đurić i Velimira Žunca, državne tajnike u Ministarstvu regionalnoga razvoja i fondova Europske unije, te Dragana Jelića, pomoćnika ministricu regionalnoga razvoja i fondova Europske unije.



**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. DO 2020. GODINE/B**

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. DO 2020. GODINE/B

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. do 2020. godine/B sadržana je u odredbi članka 140. stavka 1. Ustava Republike Hrvatske (Narodne novine, br. 85/10 – pročišćeni tekst i 5/14 – Odluka Ustavnog suda Republike Hrvatske).

II. OCJENA STANJA I CILJ KOJI SE ZAKONOM ŽELI POSTIĆI

1. Ocjena stanja

Europska investicijska banka (u daljnjem tekstu: EIB) dugoročnim financiranjem projekata, jamstvima i savjetima unapređuje ciljeve Europske unije. Banka podupire projekte unutar i izvan Europske unije. Njezini su dioničari države članice Europske unije. EIB je većinski dioničar Europskog investicijskog fonda (u daljnjem tekstu: EIF) te zajedno s njim čini Grupu EIB-a. U sklopu Plana ulaganja za Europu koji je predložila Europska komisija, Grupa EIB-a dio je šire strategije čiji je cilj premošćivanje velikog investicijskog jaza na način da se smanje neki od rizika koje snose ulagači, a koji su povezani s projektima.

Pristupanjem Europskoj uniji, 1. srpnja 2013. godine, Republika Hrvatska je postala punopravna članica Europske investicijske banke, a do danas je s Europskom investicijskom bankom sklopila 42 ugovora za 8 zajmova izravno Republici Hrvatskoj i 34 zajma uz državno jamstvo, u ukupnom iznosu od oko 4,76 milijardi eura.

Europska investicijska banka odobrila je Republici Hrvatskoj na sjednici Odbora direktora održanoj 16. prosinca 2014. godine 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. (u daljnjem tekstu: OPKK).

Ugovor o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt nacionalnog sufinanciranja EU fondova u razdoblju od 2014. do 2020. godine/B odnosi se na drugi dio zajma u iznosu od 300.000.000,00 eura u svrhu potrebe osiguranja dodatnih sredstava za nacionalno sufinanciranje iz OPKK-a, dok je ukupan iznos prvog dijela zajma od 300.000.000,00 eura u cijelosti iskorišten 2017. godine.

Za potrebe osiguranja dodatnih sredstava za nacionalno sufinanciranje projekata iz OPKK-a i velikih projekata iz Instrumenta za povezivanje Europe, Zdravko Marić, ministar financija i Dario Scannapieco, potpredsjednik Europske investicijske banke potpisali su 7. prosinca 2018. godine Ugovor o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt

nacionalnog sufinanciranja EU fondova u razdoblju od 2014. do 2020. godine/B kojim bi se Republici Hrvatskoj na raspolaganje stavilo dodatnih 300.000.000,00 eura.

Ukupna vrijednost OPKK-a procijenjena je na 8,1 milijardu eura, a indikativna lista velikih projekata u okviru OPKK-a u trenutku njegova donošenja sadržavala je 30 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 te urbane obnove.

2. Cilj koji se Zakonom želi postići

Donošenjem ovoga Zakona provodi se unutarnji pravni postupak koji je pretpostavka kako bi Republika Hrvatska na međunarodnoj razini izrazila svoj konačni pristanak biti vezana Ugovorom. Sukladno Zakonu o sklapanju i izvršavanju međunarodnih ugovora (Narodne novine, broj 28/96) ovim Zakonom se potvrđuje Ugovor o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt nacionalnog sufinanciranja EU fondova u razdoblju od 2014. do 2020. godine/B. Ukupan iznos zajma iznosi 300.000.000,00 eura. Cilj Projekta je sufinanciranje projekata iz područja prometa, energetike, okoliša, zdravlja, istraživanja i razvoja, zaštite prirode, socijalne infrastrukture, informacijske i komunikacijske tehnologije te urbane 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: | fiksna 1,654% |
| dospijeća obveza: | Polugodišnje plaćanje kamata i polugodišnja otplata glavnice. |

III. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI ZAKONOM

Ovim Zakonom potvrđuje se Ugovor o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt nacionalnog sufinanciranja EU fondova u razdoblju od 2014. – 2020. godine/B kako bi njegove odredbe u smislu članka 141. Ustava Republike Hrvatske postale dio unutarnjeg pravnog poretka Republike Hrvatske. Ugovor o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt nacionalnog sufinanciranja EU fondova u razdoblju od 2014. – 2020. godine/B propisuje način podmirivanja financijskih obveza te nadležnost za provedbu Ugovora o financiranju.

IV. OCJENA I IZVORI POTRENIH SREDSTAVA ZA PROVEDBU ZAKONA

Provedba ovoga Zakona zahtijevat će dodatna financijska sredstva iz državnog proračuna Republike Hrvatske za otplatu zajma (glavnice i kamata). Točni iznosi i rokovi utvrdit će se tijekom isplate pojedinih tranši zajma i osigurat će se u državnim proračunima za naredne godine.

V. ZAKONI KOJIMA SE POTVRĐUJU MEĐUNARODNI UGOVORI

Temelj za donošenje ovoga Zakona nalazi se u članku 207.a Poslovnika Hrvatskoga sabora (Narodne novine, br. 81/13, 113/16, 69/17 i 29/18), prema kojem se zakoni kojima se, u skladu s Ustavom Republike Hrvatske, potvrđuju međunarodni ugovori donose u pravilu u jednom čitanju, a postupak donošenja pokreće se podnošenjem konačnog prijedloga zakona o potvrđivanju međunarodnog ugovora.

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 Konačni prijedlog zakona raspraviti i prihvatiti u jednom čitanju.

**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. DO 2020. GODINE/B**

Članak 1.

Potvrđuje se Ugovor o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt nacionalnog sufinanciranja EU fondova u razdoblju od 2014. do 2020. godine/B, potpisan u Zagrebu 7. prosinca 2018. 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:

**PROJEKT NACIONALNOG SUFINANCIRANJA
EU FONDOVA U RAZDOBLJU OD 2014. DO
2020. / B**

Ugovor o financiranju

između

Republike Hrvatske

i

Europske investicijske banke

Zagreb, 7. prosinca 2018.

OVAJ JE UGOVOR SKLOPLJEN IZMEĐU:

Republike Hrvatske, u čije ime djeluje i (»**Zajmoprimac**«)
koja djeluje preko Ministarstva
financija, koju zastupa ministar
financija, gospodin Zdravko Marić,

s jedne strane, i

Europske investicijske banke sa (»**Banka**«)
sjedištem na adresi 100 blvd Konrad
Adenauer, Luxembourg, L-2950
Luxembourg, koju zastupa
Potpredsjednik, gosp. Dario
Scannapieco

s druge strane.

BUDUĆI DA JE:

(a) Zajmoprimac (kako je definirano u nastavku) 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. (»OPKK«), korištenjem europskih strukturnih i investicijskih fondova (»ESIF«); intervencije koje sufinancira Banka bit će uglavnom, ali ne isključivo usredotočene na sljedeće sektore: promet, energetiku, okoliš, zdravlje, istraživačku i razvojnu infrastrukturu, zaštitu prirode, socijalnu infrastrukturu, informacijske i komunikacijske tehnologije, urbanu obnovu, vodu i otpad, koji su detaljnije opisani u tehničkom opisu (»tehnički opis«) utvrđenom u Prilogu A. OPKK može uključivati 41 veliki projekt na temelju indikativnog popisa velikih projekata koji mu je priložen. 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 u nastavku) također mogu biti financirani na temelju ovog Ugovora. Nositelj projekta je Republika Hrvatska koja djeluje preko hrvatskog Ministarstva regionalnoga razvoja i fondova Europske unije (»Nositelj«), u svom svojstvu upravljačkog tijela (»UT«) OPKK-a, djelovat će kao glavni sugovornik Banke u vezi s dodijeljenim sredstvima, aspektima nadzora projekata i izvještavanjem o napretku projekta. 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 očekuje da će to biti mala i srednja poduzeća koja ispunjavaju uvjete za dobivanje izravne potpore iz ESIF-a) mogli bi biti korisnici zajma Banke na temelju ovog ugovora (»krajnji korisnici«).

(b) 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) |
|------------------------|---|
| Fondovi Europske unije | 6.881.000.000 |
| Ostala sredstva | 614.000.000 |
| Odobreni kredit Banke | 600.000.000 (od čega je na raspolaganju kredit u iznosu od 300.000.000 EUR temeljem ovog Ugovora) |
| UKUPNO | 8.095.000.000 |

(c) U svrhu ostvarenja plana financiranja utvrđenog u uvodnoj odredbi (b), Zajmoprimac je od Banke zatražio kredit u iznosu od 600.000.000 EUR (šesto milijuna eura) (»odobreni kredit«).

(d) Prvi dio odobrenog kredita u iznosu od 300.000.000 EUR (tristo milijuna eura) proširen je u skladu s odredbama i uvjetima ugovora o financiranju (FI br. 84.395) od 30. ožujka 2015. (»prvi Ugovor o financiranju«). Banka je, uzimajući u obzir da financiranje Projekta potpada pod djelokrug njezinih funkcija i da je on u skladu s ciljevima Okvirnoga sporazuma, te s obzirom na navode i činjenice navedene u ovim uvodnim odredbama, odlučila udovoljiti zahtjevu Zajmoprimca time što će mu dodijeliti drugi dio odobrenog kredita u iznosu od **300.000.000 EUR** (tristo milijuna eura) na temelju ovog Ugovora o financiranju (»Ugovor«); uz uvjet da iznos zajma Banke neće, ni u kom slučaju, biti veći od 50 % (pedeset posto) ukupnih troškova Projekta utvrđenih u uvodnoj odredbi (b).

- (e) 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 potvrđen 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.
- (f) Nositelj će biti nositelj pojedinačnih projekata (svaki pojedinačno »**investicijski projekt**«) koji su opisani u Tehničkom opisu i koji će se financirati na temelju ovog Ugovora.
- (g) Člankom 3. Okvirnoga sporazuma, Republika Hrvatska suglasila se da su kamate i svi ostali iznosi koje Banka potražuje i koji nastaju uslijed aktivnosti predviđenih Okvirnim sporazumom, kao i imovina i prihodi Banke koji su u vezi s takvim aktivnostima, izuzeti od obveze plaćanja poreza.
- (h) Člankom 4. Okvirnoga sporazuma, Republika Hrvatska suglasila se da će tijekom trajanja svih financijskih operacija zaključenih u skladu s Okvirnim sporazumom:
 - (a) osigurati: (i) da korisnici mogu promijeniti u bilo koju potpuno konvertibilnu valutu, prema prevladavajućem tržišnom deviznom tečaju na datum dospjeća, 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 ti iznosi mogu slobodno, trenutno i djelotvorno prenijeti;
 - (b) osigurati: (i) da Banka može promijeniti 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 Hrvatske te (iii) da Banka može prema prevladavajućem tržišnom deviznom tečaju promijeniti bilo koji iznos u nekoj potpuno konvertibilnoj valuti u nacionalnu valutu Hrvatske.
- (i) Ministarstvo financija, koje zastupa ministar financija, gospodin Zdravko Marić, ovlašteno je potpisati ovaj Ugovor u ime Zajmoprimca.
- (j) 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, odredbe i uvjeti kreditnih poslova Banke moraju biti u skladu s odgovarajućim politikama Europske unije.
- (k) Banka smatra da pristup informacijama igra ključnu ulogu u smanjenju okolišnih 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 Grupe Banke prema njezinim dioničarima i građanima Europske unije općenito.
- (l) 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 Europske unije i na slobodan protok takvih podataka.

STOGA je dogovoreno kako slijedi:

TUMAČENJE I DEFINICIJE

Tumačenje

U ovom Ugovoru:

- (a) upućivanja na članke, uvodne odredbe, priloge i dodatke, osim ako nije izričito drukčije propisano, odnose se na članke, uvodne odredbe, priloge i dodatke ovom Ugovoru.
- (b) upućivanja na »zakon« ili »zakone« znači: (a) važeći zakoni i važeći ugovori, ustav, statut, zakonodavstvo, odluka, normativni akt, pravilo, propis, presuda, nalog, pismena, sudski nalog, određivanje, odluka suda ili druga zakonodavna ili upravna mjera ili sudska ili arbitražna odluka u pravnoj nadležnosti koje su obvezujuće ili primjenjiva sudska praksa; i (b) pravo Europske unije;
- (c) upućivanja na važeći zakon, važeće zakone ili važeću pravnu nadležnost znači: (a) zakon ili pravna nadležnost primjenjive na Zajmoprimca, njegova prava i/ili obveze (koji u svakom slučaju proizlaze iz ovog Ugovora ili u vezi s ovim Ugovorom), njegovo svojstvo i/ili imovinu i/ili Projekt; i/ili, prema potrebi, (b) zakon ili pravna nadležnost (uključujući u svakom slučaju Statut Banke) primjenjive na Banku, njezina prava, obveze, svojstvo i/ili imovinu;
- (d) upućivanja na neku zakonsku odredbu odnose se i na izmijenjenu i dopunjenu ili preuzetu odredbu.
- (e) upućivanja na bilo koji drugi sporazum ili instrument odnose se i na taj drugi sporazum ili instrument kako je izmijenjen, noveliran, dopunjen, proširen ili prepravljen, i
- (f) riječi i izrazi u množini odnose se i na jedninu i obrnuto.

Definicije

U ovom Ugovoru:

»ugovoreni datum odgođene isplate« ima značenje iz članka 1.5.A(2), točke (b).

»pismo o dodjeli sredstava« je pisano priopćenje koje Banka šalje Nositelju u skladu s člankom 1.8.B.

»zahtjev za dodjelu sredstava« je zahtjev podnesen Banci u skladu s člankom 1.8.A.

»odobreni kredit« ima značenje iz uvodne odredbe (c).

»ovlaštenje« znači ovlaštenje, dozvola, suglasnost, odobrenje, rješenje, licencija, izuzeće, podnesak, ovjera ili registracija.

»ovlašteni potpisnik« znači osoba ovlaštena za potpisivanje, pojedinačno ili zajednički (ovisno o slučaju), zahtjeva za isplatu u ime Zajmoprimca koja je navedena u najnovijem Popisu ovlaštenih potpisnika i računa koji Banka primi prije primitka odgovarajućeg zahtjeva za isplatu.

»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 i dopuna u skladu s člankom 11.7 i zahtjeva za isplatu u ime Zajmoprimca.

»radni dan« znači dan (osim subote i nedjelje) na koji su Banka i poslovne banke otvorene za redovno poslovanje u Luksemburgu.

»CEF« ima značenje iz uvodne odredbe (a).

»**događaj promjene zakona**« ima značenje iz članka 4.3.A(3).

»**Uredba o zajedničkim odredbama**« ili »**UZO**« znači Uredba o zajedničkim odredbama kako je utvrđena u Uredbi (EU) br. 1303/2013 Europskog parlamenta i Vijeća od 17. prosinca 2013.

»**Ugovor**« ima značenje iz uvodne odredbe (d).

»**broj ugovora**« znači broj koji generira Banka kojim se utvrđuje ovaj Ugovor i koji je naveden na naslovnoj stranici ovog Ugovora iza slovnih oznaka »FI br.«.

»**kredit**« ima značenje iz članka 1.1.

»**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 iz članka 7.1.

»**naknada za odgodu**« znači naknada izračunata na iznos odgođene ili obustavljene isplate koja je viša od (a) 0,125 % (12,5 baznih bodova) godišnje; i (b) postotne stope, pri čemu:

- (a) kamatna stopa koja bi bila primjenjiva na takav iznos da je isplaćen Zajmoprimcu na planirani datum isplate premašuje
- (b) 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 obračunava se 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.

»**račun za isplatu**« znači, u vezi sa svakom tranšom, bankovni račun utvrđen u najnovijem Popisu ovlaštenih potpisnika i računa.

»**datum isplate**« znači datum na koji Banka stvarno isplati tranšu.

»**obavijest o isplati**« znači obavijest Banke Zajmoprimcu prema i u skladu s člankom 1.2.C.

»**zahtjev za isplatu**« znači obavijest koja je u osnovi sastavljena u obliku utvrđenom u Prilogu C.

»**spor**« ima značenje iz članka 11.2..

»**događaj narušavanja**« znači jednu ili obje sljedeće situacije:

- (a) materijalno narušavanje onih sustava plaćanja ili komunikacijskog sustava, 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 prometa bilo Banke ili Zajmoprimca, koji sprječava da stranka:
 - (i) ispuni svoje obveze plaćanja prema ovom Ugovoru; ili
 - (ii) komunicira s drugim strankama,

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

»**PUO**« znači procjena utjecaja na okoliš koja je utvrđena u Direktivi Europske unije 2014/52/EU o izmjeni Direktive 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) kulturna baština i izgrađeni okoliš,

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

»**okolišna dozvola**« znači bilo koje odobrenje koje se zahtijeva sukladno propisima o zaštiti okoliša.

»**tužbeni zahtjev za štetu uzrokovanu u okolišu**« znači svaki tužbeni zahtjev, postupak, formalna obavijest ili istraga bilo koje osobe u vezi s propisima o zaštiti okoliša.

»**procjena utjecaja na okoliš**« ili »**PUO**« znači svaka procjena utjecaja na okoliš koju je potrebno provesti u vezi s Projektom u skladu s pravom Europske unije, a posebno Direktivom o procjeni utjecaja na okoliš i njezinim provedbenim zakonodavstvom ili instrumentima u Republici Hrvatskoj s povremenim izmjenama i dopunama.

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

»**propisi o zaštiti okoliša**« znači:

- (a) pravo Europske unije, uključujući načela i standarde;
- (b) hrvatski zakoni i propisi; i
- (c) primjenjivi međunarodni ugovori

kojima je svakom glavni cilj očuvanje, zaštita ili unaprjeđenje okoliša.

»**pravo Europske unije**« znači pravna stečevina Europske unije izražena kroz ugovore Europske unije, uredbe, direktive, delegirane akte, provedbene akte i sudsku praksu Suda Europske unije.

»**ESIF**« ima značenje iz uvodne odredbe (a).

»**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.

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

»**EURIBOR**« ima značenje iz Priloga B.

»**događaj neispunjenja obveza**« znači bilo koja okolnost, slučaj ili događaj naveden u članku 10.1.

»**rok raspoloživosti sredstava**« znači 31. prosinca 2023.

»**krajnji korisnik**« ima značenje iz uvodne odredbe (a).

»**prvi Ugovor o financiranju**« ima značenje iz uvodne odredbe (d).

»**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. Takva stopa ne smije imati negativnu vrijednost.

»**tranša s fiksnom kamatnom stopom**« znači tranša na koju se primjenjuje fiksna kamatna stopa.

»**promjenjiva kamatna stopa**« znači godišnja promjenjiva kamatna stopa s fiksnom kamatnom maržom, koju određuje Banka za svako iduće referentno razdoblje promjenjive kamatne stope, koja je jednaka relevantnoj međubankovnoj stopi uvećanoj za kamatnu maržu. Ako je promjenjiva stopa za neko referentno razdoblje promjenjive kamatne stope obračunata ispod nule, bit će utvrđena na nulu.

»**referentno razdoblje promjenjive kamatne stope**« znači svako razdoblje od jednog datuma plaćanja do sljedećeg relevantnog datuma plaćanja, s tim da prvo referentno razdoblje promjenjive 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 i koji su priloženi ovom Ugovoru u Prilogu A.1.8.

»**Okvirni sporazum**« ima značenje iz uvodne odredbe (e).

»**Direktiva o staništima**« znači Direktiva 92/43/EEZ Europskog vijeća o očuvanju prirodnih staništa i divlje faune i flore, te sve njezine povremeno izmijenjene, dopunjene i pročišćene verzije.

»**dogadaj prijevremene otplate uz naknadu**« znači događaj prijevremene otplate koji nije naveden u člancima 4.3.A(2) (*Klauzula pari passu u odnosu na financiranje koje ne osigurava EIB*) ili 4.3.A(4) (*Nezakonitost*);.

»**revizija/konverzija kamatne stope**« znači određivanje novih financijskih uvjeta koji se odnose na kamatnu stopu, osobito 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 protuvrijednosti od 8.000.000 EUR (osam milijuna eura).

»**datum revizije/konverzije kamatne stope**« znači datum koji je i datum plaćanja, koji određuje Banka u obavijesti o isplati u skladu s člankom 1.2.C.

»**prijedlog revizije/konverzije kamatne stope**« znači prijedlog koji podnosi Banka u skladu s Prilogom D.

»**zahtjev za reviziju/konverziju kamatne stope**« znači pisana obavijest Zajmoprimca, dostavljena najmanje 75 (sedamdeset i 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 navesti:

- (a) datume plaćanja odabrane u skladu s odredbama članka 3.1.;
- (b) iznos tranše za koju se primjenjuje revizija/konverzija kamatne stope; i
- (c) bilo koji kasniji datum revizije/konverzije kamatne stope odabran u skladu s člankom 3.1.

»**zajednički krajnji korisnici**« znači »krajnji korisnici« u skladu s prvim Ugovorom o financiranju (kako je taj pojam definiran u prvom Ugovoru o financiranju) i krajnji korisnici u skladu s ovim Ugovorom.

»**zajednički investicijski projekti**« znači pojedinačni projekti u skladu s prethodnim investicijskim projektima i investicijskim projektima.

»**popis ovlaštenih potpisnika i računa**« znači popis, u obliku i sadržaju prihvatljivom Banci, kojim se utvrđuju: (i) ovlašteni potpisnici, popraćen dokazom o ovlaštenju osoba ovlaštenih za potpisivanje navedenih na popisu i uz napomenu imaju li pojedinačnu ili zajedničku ovlast za potpisivanje; (ii) uzorci potpisa tih osoba; i (iii) bankovni račun(i) na koje se isplate mogu izvršiti u skladu s ovim Ugovorom (navedeni prema oznaci IBAN ako je zemlja uključena u Registar IBAN-a koji objavljuje SWIFT, ili u odgovarajućem formatu računa u skladu s lokalnom bankovnom praksom zemlje), oznaka BIC/SWIFT banke i naziv korisnika bankovnog računa/bankovnih računa.

»**zajam**« znači ukupni iznosi koje Banka s vremena na vrijeme isplaćuje na temelju ovog Ugovora.

»**preostali zajam**« znači ukupni iznosi koje Banka s vremena na vrijeme isplaćuje na temelju ovog Ugovora koji su ostali neisplaćeni.

»**UT**« ima značenje iz uvodne odredbe (a).

»**dogadaj narušavanja tržišta**« znači bilo koju od sljedećih okolnosti:

- (a) ako, prema opravdanom mišljenju Banke, postoje događaji ili okolnosti koje negativno utječu na pristup Banke njezinim izvorima financiranja;
- (b) ako, prema mišljenju Banke, nisu dostupna sredstva iz uobičajenih izvora financiranja Banke 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 bi kamata bila plativa po promjenjivoj kamatnoj stopi:
 - (i) bi trošak Banke za pribavljanje sredstava iz njezinih izvora financiranja, koji određuje Banka, za razdoblje jednako referentnom razdoblju promjenjive kamatne stope te tranše (tj. na tržištu novca) bio veći od primjenjive relevantne međubankovne stope;
 - ili
 - (ii) Banka utvrdi da ne postoje primjereni i pravedni načini za utvrđivanje primjenjive relevantne međubankovne stope za relevantnu valutu takve tranše ili nije moguće odrediti relevantnu međubankovnu 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 sposobnost Zajmoprimca da izvršava svoje financijske ili bilo koje druge obveze iz ovog Ugovora; (2) značajno oslabljuje izgleda 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 4.1., točkom (b), podtočkom (iv).

»**Odbor za praćenje**« znači odbor koji je osnovao Nositelj u skladu s člankom 47. UZO-a.

»**ocjena prihvatljivosti zahvata za prirodu/biološku raznolikost**« znači ocjena investicijskih projekata koji mogu imati značajan učinak na područje proglašeno područjem Natura 2000 i/ili za koje je u tijeku postupak proglašavanja tog područja područjem Natura

2000. Takvi investicijski projekti podliježu postupcima ocjene prihvatljivosti koji se traže na temelju članka 6. stavka 3. i članka 6. stavka 4. Direktive o staništima.

»**financiranje koje ne osigurava EIB**« ima značenje iz članka 4.3.A(2).

»**netehnički sažetak**« znači netehnički sažetak u vezi s PUO-om.

»**najavljena tranša**« znači tranša za koju je Banka izdala obavijest o isplati.

»**OPKK**« ima značenje iz uvodne odredbe (a).

»**SP**« ima značenje iz uvodne odredbe (a).

»**datum plaćanja**« znači polugodišnji datumi navedeni u obavijesti o isplati do datuma revizije/konverzije i uključujući datum revizije/konverzije kamatne stope, ako će ga biti, ili datum dospjeća, s tim da, u slučaju da bilo koji takav datum nije relevantan radni dan, to znači:

- (a) za tranšu s fiksnom kamatnom stopom, sljedeći relevantni radni dan, bez usklađivanja dospjele kamate na temelju članka 3.1., osim za one slučajeve u kojima je plaćanje izvršeno u cijelosti i u vezi s revizijom/konverzijom kamatne stope u skladu s Prilogom D, točkom C kada znači prethodni relevantni radni dan uz usklađivanje dospjele kamate na temelju članka 3.1.; 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 3.1.

»**pregled uspješnosti**« znači pregled uspješnosti iz članka 21. UZO-a.

»**iznos prijevremene otplate**« znači iznos tranše koju Zajmoprimac prijevremeno otplaćuje u skladu s člankom 4.2.A ili člankom 4.3.A, ovisno o slučaju.

»**datum prijevremene otplate**« znači datum, koji je datum plaćanja, koji Zajmoprimac predlaže za izvršenje prijevremene otplate ili Banka od njega zahtijeva (ovisno o slučaju) da izvrši prijevremenu otplatu iznosa prijevremene otplate.

»**dogadjaj prijevremene otplate**« znači bilo koji od događaja opisanih u članku 4.3.A.

»**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 (obračunatu na datum prijevremene otplate ili datum otkazivanja u skladu s člankom 1.6.C(2)) razlike, ako takva postoji, između:

- (a) kamate koja bi se od tog trenutka obračunala na iznos prijevremene otplate tijekom razdoblja od datuma prijevremene otplate ili datuma otkazivanja u skladu s člankom 1.6.C(2), do datuma revizije/konverzije kamatne stope, ako takva postoji, ili datuma dospjeća, 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 pisana obavijest koju Banka dostavlja Zajmoprimcu u skladu s člankom 4.2.C.

»**zahtjev za prijevremenu otplatu**« znači pisani zahtjev koji Zajmoprimac dostavlja Banci radi prijevremene otplate ukupnog ili dijela preostalog zajma, u skladu s člankom 4.2.A.

»**prethodni investicijski projekti**« znači »investicijski projekti« kako je taj pojam definiran u prvom Ugovoru o financiranju i obuhvaća pojedinačne projekte koji su bili financirani ili će tek biti financirani u okviru prvog Ugovora o financiranju.

»**Projekt**« ima značenje iz uvodne odredbe (a).

»**jedinica za provedbu projekta**« znači jedinica za provedbu projekta koju je osnovao Nositelj unutar upravljačkog tijela (UT) radi provedbe Projekta i kako bi djelovala kao glavni kontakt Banke za sva pitanja koja se odnose na investicijske projekte sufinancirane iz ESIF-a.

»**Nositelj**« ima značenje iz uvodne odredbe (a).

»**stopa ponovnog angažmana**« znači fiksna godišnja stopa koju određuje Banka, kao stopa koju bi Banka primijenila na dan izračunavanja naknade za zajam koji ima istu valutu, iste uvjete plaćanja kamate i isti model otplate do datuma revizije/konverzije kamatne stope, ako će ga biti, ili datum dospijeca kao i tranša za koju se predlaže ili zahtijeva prijevremena otplata ili otkazivanje. Takva stopa ne smije imati negativnu vrijednost.

»**relevantni radni dan**« znači dan kada je Transeuropski automatizirani sustav ekspresnih novčanih transakcija u realnom vremenu na bruto načelu, koji koristi jedinstvenu zajedničku platformu i koji je pokrenut 19. studenoga 2007. (TARGET2), otvoren za namiru plaćanja u eurima.

»**datum otplate**« znači svaki od datuma plaćanja određenih za otplatu glavnice tranše u obavijesti o isplati u skladu s kriterijima utvrđenim u članku 4.1.

»**zatraženi datum odgođene isplate**« ima značenje iz članka 1.5.A(1) točke (b).

»**planirani datum isplate**« znači datum na koji se planira isplata tranše u skladu s člankom 1.2.C.

»**investicijski projekti**« ima značenje iz uvodne odredbe (f).

»**osiguranje**« znači 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 (s pozitivnom ili negativnom vrijednosti) u odnosu na relevantnu međubankovnu 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 iz uvodne odredbe (a).

»**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 se to zahtijeva u članku 1.2.B.

ČLANAK 1.**Kredit i isplate****1.1. 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**«).

1.2. Postupak isplate**1.2.A Tranše**

Banka će isplatiti kredit u najviše 10 (deset) tranši. Iznos svake tranše bit će minimalno 30.000.000,00 EUR (trideset milijuna eura) ili (ako je manji) ukupni neiskorišteni iznos kredita.

Prva tranša (a) bit će u maksimalnom iznosu koji ne prelazi 90.000.000,00 EUR (devedeset milijuna eura) i (b) može se koristiti za predfinanciranje pripreme Projekta i drugih izdataka programa u ranoj fazi koji su povezani s projektom.

1.2.B 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 koji pada najmanje 15 (petnaest) dana nakon datuma zahtjeva za isplatu i, u svakom slučaju, na datum ili prije roka raspoloživosti sredstava. Pri tome se podrazumijeva da, neovisno o roku raspoloživosti sredstava, Banka može odrediti datum isplate za tranšu na datum najkasnije u roku od 4 (četiri) kalendarska mjeseca od datuma zahtjeva za isplatu;
- (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 3.1.;
- (iv) poželjna dinamika otplate kamate za tranšu, odabrana u skladu s člankom 3.1.;
- (v) poželjni rokovi otplate glavnice za tranšu, odabrani u skladu s člankom 4.1.;
- (vi) poželjni prvi i posljednji datum otplate glavnice tranše;
- (vii) Zajmoprimčev izbor datuma revizije/konverzije kamatne stope, ako takav postoji, za tranšu; i
- (viii) račun za isplatu na koji treba izvršiti isplatu tranše u skladu s člankom 1.2.D.

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

- (i) u slučaju tranše s fiksnom kamatnom stopom, prethodno navedenu fiksnu kamatnu stopu koju je ranije ponudila Banka; ili
- (ii) u slučaju tranše s promjenjivom kamatnom stopom, prethodno navedenu kamatnu maržu koju je ranije ponudila Banka,

primjenjive na tranšu do datuma dospijeca ili do datuma revizije/konverzije kamatne stope, ako ce ga biti.

- (c) Svaki pojedinačni zahtjev za isplatu potpisuje ovlašteni potpisnik s pojedinačnim pravom zastupanja ili dva ili više ovlaštena potpisnika sa zajedničkim pravom zastupanja.
- (d) U skladu s člankom 1.2.C točkom (b), svaki zahtjev za isplatu je neopoziv.

1.2.C **Obavijest o isplati**

- (a) Najmanje 10 (deset) dana prije predloženog planiranog datuma isplate tranše Banka će, ako je zahtjev za isplatu u skladu s člankom 1.2., dostaviti Zajmoprimcu obavijest o isplati u kojoj se navodi:
 - (i) iznos tranše;
 - (ii) planirani datum isplate;
 - (iii) osnovica 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 3.1.;
 - (iv) datumi plaćanja i prvi datum plaćanja kamate za tranšu;
 - (v) uvjeti otplate glavnice za tranšu, u skladu s odredbama članka 4.1.;
 - (vi) datumi otplate i prvi i posljednji datum otplate za tranšu;
 - (vii) datum revizije/konverzije kamatne stope, ako to zahtijeva Zajmoprimac, za tranšu; i
 - (viii) za tranšu s fiksnom kamatnom stopom, fiksna kamatna stopa, a za tranšu s promjenjivom kamatnom stopom, kamatna marža koja se primjenjuje na tranšu do datuma revizije/konverzije kamatne stope, ako takav postoji, ili do datuma dospijeca.
- (b) Ako jedan ili više elemenata navedenih 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 (podne) po luksemburškom vremenu sljedećeg radnog dana na koji je Banka otvorena, 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.

1.2.D **Račun za isplatu**

Isplata će se izvršiti na račun za isplatu naveden u relevantnom zahtjevu za isplatu, uz uvjet da takav račun za isplatu bude prihvatljiv za Banku.

Za svaku tranšu može se navesti samo jedan račun.

1.3. **Valuta isplate**

Banka će svaku tranšu isplatiti u eurima.

1.4. **Uvjeti isplate**

1.4.A **Preduvjet za prvi zahtjev za isplatu**

Banka je od Zajmoprimca dobila, u obliku i sadržaju zadovoljavajućim za Banku:

- (a) dokaz da su za potpisivanje ovog Ugovora od strane Zajmoprimca dobivena propisna ovlaštenja i da su osoba ili osobe koje potpisuju ovaj Ugovor u ime Zajmoprimca propisno ovlaštene da to učine, uz priložene uzorke potpisa za svaku takvu osobu ili osobe;
- (b) popis ovlaštenih potpisnika i računa;

prije no što Zajmoprimac dostavi zahtjev za isplatu. Zahtjev za isplatu koji Zajmoprimac podnese bez prethodno navedenih dokumenata, koji je Banka primila i koji smatra zadovoljavajućim, neće se smatrati podnesenim.

1.4.B Prva tranša

Uvjet za isplatu prve tranše u skladu s člankom 1.2. jest da Banka, na datum ili prije datuma koji pada 5 (pet) radnih dana prije planiranog datuma isplate (a u slučaju odgode iz članka 1.5., zatraženog datuma odgode isplate ili ugovorenog datuma odgode isplate, ovisno o slučaju), primi sljedeće dokumente ili dokaze čiji oblik i sadržaj smatra zadovoljavajućim:

- (a) pravno mišljenje, na engleskom jeziku, izdano od strane ili u ime ministra pravosuđa Republike Hrvatske, o propisnom potpisivanju ovog Ugovora i relevantnu dokumentaciju 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 Okvirnoga 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; i
- (b) dokaz da su i Zajmoprimac i Nositelj pribavili sva potrebna ovlaštenja koja su potrebna u vezi s ovim Ugovorom i Projektom.

1.4.C Druga tranša i tranše koje slijede nakon nje

Isplata svake tranše u skladu s člankom 1.2., 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 oblikom i sadržajem zadovoljavajuće dokumente ili dokaze:
 - (i) dokaz zadovoljavajući za Banku koji pokazuje najmanje:
 - (A) da je 80 % (osamdeset posto) svih prethodno isplaćenih iznosa na temelju prvog Ugovora o financiranju i ovog Ugovora dodijeljeno zajedničkim investicijskim projektima u skladu s člankom 1.8. prvog Ugovora o financiranju i ovog Ugovora; ili
 - (B) da je 50 % (pedeset posto) svih prethodno isplaćenih iznosa na temelju prvog Ugovora o financiranju i ovog Ugovora stvarno isplaćeno zajedničkim krajnjim korisnicima;
 - (ii) da je Banka potvrdila pisanim putem da su dodjele ili isplate sredstava iz prethodnog podstavka (i) u skladu s i dosljedne (1) kriterijima prihvatljivosti Banke i propisanome u Tehničkom opisu, kao i (2) sljedećim daljnjim uvjetima:
 - (A) za investicijske projekte s projektnim troškovima manjim od 25.000.000,00 EUR (dvadeset i pet milijuna eura), da je Banka primila primjerak očitovanja koje je pripremila nadležno tijelo, na temelju popisa investicijskih projekata o tome je li procjena utjecaja na okoliš potrebna ili nije;
 - (B) za investicijske projekte čiji projektni troškovi iznose 25.000.000,00 EUR (dvadeset i pet milijuna eura) ili su veći od tog iznosa, a za koje je potrebna procjena utjecaja na okoliš, da je Banka primila Netehnički sažetak procjene utjecaja na okoliš;

- (C) za investicijske projekte s projektnim troškovima manjim od 25.000.000,00 EUR (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;
 - (D) 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; i
 - (E) za investicijski projekt čiji projektni troškovi iznose 25.000.000,00 EUR (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* uvjeta za investicijske projekte u okviru njihovih odgovarajućih područja.

1.4.D Sve tranše

Isplata svake tranše u skladu s člankom 1.2., uključujući prvu, ovisi o sljedećem:

- (a) da Banka, na datum ili prije datuma koji pada 5 (pet) radnih dana prije planiranog datuma isplate (a u slučaju odgode iz članka 1.5., zatraženog datuma odgode isplate ili ugovorenog datuma odgode isplate, ovisno o slučaju), primi sljedeće, za nju oblikom i sadržajem zadovoljavajuće dokumente ili dokaze:
 - (i) potvrdu od Zajmoprimca na obrascu iz Priloga E, koju je potpisao ovlašten predstavnik Zajmoprimca i koja ne nosi nadnevak stariji od 30 (trideset) dana prije planiranog datuma isplate (a u slučaju odgode iz članka 1.5., zatraženog datuma odgode isplate ili ugovorenog datuma odgode isplate, ovisno o slučaju);
 - (ii) primjerak bilo kojeg drugog ovlaštenja ili drugog dokumenta, mišljenja ili uvjerenja o kojima je Banka obavijestila Zajmoprimca da je potreban ili poželjan u vezi sa sklapanjem i izvršenjem ovog Ugovora, te transakcije koje se u njemu razmatraju, ili zakonitosti, valjanosti, obvezujućim učinkom ili provedivosti istoga; i
- (b) da na planirani datum isplate (a u slučaju odgode iz članka 1.5., zatraženi datum odgode isplate ili ugovoreni datum odgode isplate, ovisno o slučaju) za predloženu tranšu:
 - (i) da su izjave i jamstva koja se ponavljaju u skladu s člankom 6.7. točna u svim značajnim aspektima; i
 - (ii) da se nijedan događaj niti okolnost koja predstavlja ili bi s vremenom ili davanjem obavijesti prema ovom Ugovoru predstavljala:
 - (A) događaj neispunjenja obveza, ili
 - (B) događaj prijevremene otplate

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

1.5. Odgoda isplate

1.5.A Razlozi za odgodu

1.5.A(1) ZAHTJEV ZAJMOPRIMCA

Zajmoprimac može Banci poslati pisani zahtjev kojim zahtijeva odgodu isplate najavljenih tranše. Banka pisani zahtjev mora primiti najmanje 5 (pet) radnih dana prije planiranog datuma isplate najavljenih tranše i u njemu je potrebno navesti:

- (a) želi li Zajmoprimac odgoditi isplatu u cijelosti ili djelomično, i ako djelomično, iznos odgođene isplate; i
- (b) datum do kojeg bi Zajmoprimac želio odgoditi isplatu prethodno navedenog iznos (»**zatraženi datum odgođene isplate**«), koji mora biti datum koji pada najkasnije:
 - (i) 6 (šest) mjeseci od planiranog datuma isplate;
 - (ii) 30 (trideset) dana prije prvog datuma otplate; i
 - (iii) roka raspoloživosti sredstava.

Nakon što primi takav pisani zahtjev, Banka će odgoditi isplatu relevantnog iznosa do zatraženog datuma odgođene isplate.

1.5.A(2) NEISPUNJAVANJE UVJETA ISPLATE

- (a) Isplata najavljene tranše odgađa se ako nije ispunjen bilo koji od uvjeta za isplatu takve najavljene tranše iz članka 1.4.:
 - (i) zaključno s datumom utvrđenim za ispunjavanje takvog uvjeta u članku 1.4.; i
 - (ii) na planirani datum isplate (ili očekivani datum isplate u slučaju prethodne odgode planiranog datuma isplate).
- (b) Banka i Zajmoprimac dogovaraju datum do kojeg će isplata takve najavljene tranše biti odgođena (»**dogovoreni datum odgođene isplate**«), koji mora biti datum koji pada:
 - (i) najmanje 5 (pet) radnih dana nakon ispunjenja svih uvjeta za isplatu; i
 - (ii) ne kasnije od roka raspoloživosti sredstava.
- (c) Ne dovodeći u pitanje pravo Banke da obustavi i/ili otkáže neisplaćeni dio kredita u cijelosti ili djelomično u skladu s člankom 1.6.B, Banka će odgoditi isplatu takve najavljene tranše do dogovorenog datuma odgođene isplate.

1.5.A(3) NAKNADA ZA ODGODU

Ako se isplata najavljene tranše odgađa u skladu s prethodnim člancima 1.5.A(1) ili 1.5.A(2), Zajmoprimac je dužan platiti naknadu za odgodu.

1.5.B Otkazivanje isplate odgođene za 6 (šest) mjeseci

Ako je isplata odgođena ukupno za više od 6 (šest) mjeseci u skladu s člankom 1.5.A, Banka može pisanim putem obavijestiti Zajmoprimca da se takva isplata otkazuje, a otkazivanje ima učinak na datum pisane obavijesti. Iznos isplate koji Banka otkazuje u skladu s ovim člankom 1.5.B ostaje na raspolaganju za isplatu u skladu s člankom 1.2.

1.6. Otkazivanje i obustava

1.6.A Pravo Zajmoprimca na otkazivanje

- (a) Zajmoprimac može Banci poslati pisani zahtjev kojim zahtijeva otkazivanje neisplaćenog dijela kredita. U pisanoj obavijesti:
 - (i) mora se navesti želi li Zajmoprimac otkazati neisplaćeni dio kredita u cijelosti ili djelomično i, ako je djelomično, iznos kredita koji bi Zajmoprimac želio otkazati; i
 - (ii) ne smije se odnositi na:
 - (1) najavljenju tranšu čiji planirani datum isplate pada unutar 5 (pet) radnih dana od datuma te obavijesti; ili
 - (2) tranšu u vezi s kojom je dostavljen zahtjev za isplatu, ali nije izdana obavijest o isplati.

- (b) Nakon primitka takve pisane obavijesti, Banka će otkazati zatraženi neisplaćeni dio kredita s trenutnim učinkom.

1.6.B Pravo Banke na obustavu i otkazivanje

- (a) U bilo kojem trenutku, nakon nastupanja sljedećih događaja, Banka može Zajmoprimca obavijestiti pisanim putem da se neisplaćeni dio kredita obustavlja i/ili (osim pojave događaja narušavanja tržišta) otkazuje u cijelosti ili djelomično:
- (i) događaja prijevremene otplate;
 - (ii) događaja neispunjenja obveza;
 - (iii) događaja ili okolnosti koje bi s vremenom ili davanjem obavijesti prema ovom Ugovoru predstavljali događaj prijevremene otplate ili događaj neispunjenja obveza;
 - (iv) događaja narušavanja tržišta uz uvjet da Banka nije izdala obavijest o isplati; ili
- (b) na datum takve pisane obavijesti, relevantni neisplaćeni dio kredita obustavlja se i/ili otkazuje s trenutnim učinkom. Svaka obustava traje sve dok Banka ne okonča obustavu ili otkáže obustavljeni iznos.

1.6.C Naknada za obustavu i otkazivanje tranše

1.6.C(1) OBUSTAVA

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

1.6.C(2) OTKAZIVANJE

- (a) Ako najavljenju tranšu koja je tranša s fiksnom kamatnom stopom otkazuje:
- (i) Zajmoprimac, u skladu s člankom 1.6.A;
 - (ii) Banka, nakon događaja prijevremene otplate uz naknadu ili u skladu s člankom 1.5.B,
- Zajmoprimac je dužan Banci platiti naknadu za prijevremenu otplatu. Naknada za prijevremenu otplatu obračunava se kao da je otkazani iznos bio isplaćen i otplaćen na planirani datum isplate ili, ako je isplata tranše trenutno odgođena ili obustavljena, na datum obavijesti o otkazivanju.
- (b) Ako Banka otkáže najavljenju tranšu nakon pojave događaja neispunjenja obveze, Zajmoprimac je dužan platiti naknadu Banci u skladu s člankom 10.3.
- (c) Osim u prethodnim slučajevima (a) i (b), ne plaća se naknada za prijevremenu otplatu nakon otkazivanja tranše.

1.7. Otkazivanje nakon isteka kredita

Na dan nakon isteka roka raspoloživosti sredstava te ako Banka nije izričito drukčije ugovorila u pisanom obliku, bilo koji dio kredita za koji nije podnesen zahtjev za isplatu u skladu s člankom 1.2.B automatski se otkazuje, bez da Banka dostavi obavijest Zajmoprimcu i bez nastanka obveze za bilo koju od stranaka.

1.8. Dodjela sredstava

1.8.A 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 samo onim 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 ostalog, Komisija EU-a u vezi s razvojem investicijskih projekata i OPKK-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 25.000.000,00 EUR (dvadeset i pet milijuna eura), primjerak očitovanja koje je pripremito nadležno tijelo, na temelju popisa investicijskih projekata o tome je li procjena utjecaja na okoliš potrebna ili nije;
- (iii) za investicijske projekte čiji projektni troškovi iznose 25.000.000,00 EUR (dvadeset i pet milijuna eura) ili su veći od tog iznosa, a za koje je potrebna procjena utjecaja na okoliš, Netehnički sažetak PUO-a;
- (iv) za investicijske projekte s projektnim troškovima manjim od 25.000.000,00 EUR (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;
- (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 investicijski projekt čiji projektni troškovi iznose 25.000.000,00 EUR (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.

1.8.B **Pismo o dodjeli sredstava**

Ako Banka potvrdi/odobri zahtjev za dodjelu sredstava ili investicijske projekte iz članka 1.8.A, 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 u vezi s investicijskim projektima uključenim 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 1.8.A radi njegova 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 odgađanja prilagođava svoje interne postupke dodjele sredstava navedenome.

1.9. **Postupak preraspodjele dodijeljenih sredstava**

1.9.A Preraspodjela dodijeljenih sredstava na zahtjev Nositelja

Nositelj može, uz pisanu obavijest Banci koja će uključivati razloge, predložiti da se u bilo kojem 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 sadržava informacije kako je navedeno u članku 1.8.A a pregledava ga Banka u skladu s člankom 1.8.B.

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 4.3.A(5).

1.9.B Preraspodjela dodijeljenih sredstava na zahtjev Banke

Ako, prema mišljenju Banke, bilo koji od investicijskih projekata za koje su dodijeljena sredstva ili koji su predloženi u skladu s prethodnim člankom 1.8.A, nije prihvatljiv za financiranje od strane Banke u skladu sa Statutom Banke, njezinim 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 u skladu s člankom 4.3.A(5).

1.10. Iznosi koji se duguju na temelju članka 1.5. i 1.6.

Iznosi koji se duguju na temelju članka 1.5 i članka 1.6. plativi su u curima. Iznosi koji se duguju na temelju članka 1.5 i članka 1.6. plativi su 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****2.1. Iznos zajma**

Zajam obuhvaća ukupan iznos tranši koje Banka isplati u sklopu kredita, potvrđen od strane Banke u skladu s člankom 2.3.

2.2. 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.

Sva druga plaćanja, ako ih bude, izvršavaju se u valuti koju odredi Banka s obzirom na valutu izdatka koji će se nadoknaditi navedenim plaćanjem.

2.3. Potvrda Banke

U roku od 10 (deset) dana nakon isplate svake tranše Banka dostavlja Zajmoprimcu plan otplate zajma naveden u članku 4.1., prema potrebi, koji sadržava datum isplate, valutu, isplaćeni iznos, rokove otplate i kamatnu stopu te tranše i za tu tranšu.

ČLANAK 3.**Kamata****3.1. Kamatna stopa**

3.1.A **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 obračunava kamate tijekom takvog razdoblja odgađa do sljedećeg datuma plaćanja.

Kamata se obračunava na temelju članka 5.1. točke (a).

3.1.B **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 obračunava kamate tijekom takvog razdoblja odgađa do sljedećeg datuma plaćanja.

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

Ako se u skladu s člancima 1.5. i 1.6. isplata bilo koje tranše s promjenjivom kamatnom stopom dogodi nakon planiranog datuma isplate, primjenjuje se relevantna međubankovna stopa primjenjiva na prvo referentno razdoblje promjenjive kamatne stope kao da je isplata izvršena na planirani datum isplate.

Kamata se obračunava za svako referentno razdoblje promjenjive kamatne stope na temelju članka 5.1., točke (b).

3.1.C **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.

3.2. **Kamata na nepodmirena dugovanja**

Ne dovodeći u pitanje članak 10. i iznimno od članka 3.1., ako Zajmoprimac ne plati bilo koji iznos koji treba platiti na temelju ovog Ugovora na datum dospjeća, kamata se obračunava na sve nepodmirene iznose koji se moraju platiti u skladu s uvjetima ovog Ugovora od datuma dospjeća do datuma stvarnog plaćanja po godišnjoj stopi koja je jednaka:

- (a) za nepodmirena dugovanja koja se odnose na tranše s promjenjivom kamatnom stopom, važećoj promjenjivoj kamatnoj stopi uvećanoj za 2 % (200 baznih bodova);
- (b) za nepodmirena dugovanja koja se odnose na tranše s fiksnom kamatnom stopom, višoj stopi od (i) važeće fiksne kamatne stope uvećane za 2 % (200 baznih bodova) ili (ii) relevantne međubankovne stope uvećane za 2 % (200 baznih bodova); i
- (c) za nepodmirena dugovanja, osim onih navedenih u prethodnim točkama (a) ili (b), relevantnoj međubankovnoj stopi uvećanoj za 2 % (200 baznih bodova);

i koja se plaća u skladu sa zahtjevom Banke. U svrhu utvrđivanja relevantne međubankovne stope u vezi s ovim člankom 3.2., relevantna razdoblja u okviru značenja Priloga B jesu uzastopna razdoblja u trajanju od jednog mjeseca, počevši s datumom dospjeća. Neplaćena ali dospjela kamata može biti kapitalizirana u skladu s člankom 1154. luksemburškog Građanskog zakonika. Radi otklanjanja dvojbe, do kapitalizacije kamate dolazi samo za kamatu koja je dospjela, ali nije plaćena za razdoblje duže od jedne godine. Zajmoprimac ovim unaprijed ugovara da je izvršio ukamaćivanje neplaćene kamate dospjele za razdoblje duže od jedne godine i da će od kapitalizacije takva neplaćena kamata stvarati kamatu po kamatnoj stopi utvrđenoj u ovom članku 3.2.

Ako je nepodmireno dugovanje u valuti različitoj od valute zajma, primjenjuje se sljedeća godišnja kamatna stopa, a to je relevantna međubankovna 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.

3.3. Događaj narušavanja tržišta

- (a) Ako u bilo kojem trenutku,
 - (i) između 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 događaj narušavanja tržišta, Banka može obavijestiti Zajmoprimca da je ova klauzula stupila na snagu. U takvom slučaju, primjenjuju se sljedeća pravila.
- (b) U takvom slučaju, kamatna stopa koja se primjenjuje na takvu najavljenju tranšu do datuma dospjeća 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 dio kredita ostaje na raspolaganju za isplatu prema članku 1.2.B. Ako Zajmoprimac ne odbije isplatu na vrijeme, stranke su suglasne da su isplata i njezini uvjeti u potpunosti obvezujući za obje stranke.
- (c) 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

4.1. Redovna otplata

- (a) Zajmoprimac je dužan otplatiti svaku tranšu u obrocima na datume otplate utvrđene u dotičnoj obavijesti o isplati u skladu s uvjetima plana otplate zajma koji se dostavlja u skladu s člankom 2.3.
- (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 izvršava u jednakim polugodišnjim obrocima glavnice;
 - (ii) u slučaju tranše s fiksnom kamatnom stopom s datumom revizije/konverzije kamatne stope ili tranše s promjenjivom kamatnom stopom, otplata izvršava u jednakim polugodišnjim obrocima glavnice;
 - (iii) da je prvi datum otplate svake tranše datum plaćanja koji pada najranije 30 (trideset) 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 i pet) godina nakon planiranog datuma isplate.

4.2. Dobrovoljna prijevremena otplata

4.2.A Mogućnost prijevremene otplate

U skladu s člancima 4.2.B, 4.2.C i 4.4., Zajmoprimac može prijevremeno otplatiti cjelokupan ili djelomičan iznos bilo koje tranše, zajedno s obračunatom kamatom i naknadama, ako postoje, na način da prethodno dostavi zahtjev za prijevremenu otplatu najmanje 30 (dana), u kojem će navesti:

- (a) iznos prijevremene otplate;
- (b) datum prijevremene otplate;
- (c) prema potrebi, izbor načina primjene iznosa prijevremene otplate u skladu s člankom 5.5.C, točkom (a); i
- (d) broj ugovora.

Zahtjev za prijevremenu otplatu je neopoziv.

4.2.B Naknada za prijevremenu otplatu

4.2.B(1) TRANŠA S FIKSNOM KAMATNOM STOPOM

U skladu s člankom 4.2.B(3) u nastavku, 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.

4.2.B(2) TRANŠA S PROMJENJIVOM KAMATNOM STOPOM

U skladu s člankom 4.2.B(3) u nastavku, Zajmoprimac može prijevremeno otplatiti tranšu s promjenjivom kamatnom stopom bez naknade na bilo koji relevantan datum plaćanja.

4.2.B(3) REVIZIJA/KONVERZIJA

Prijevremena otplata tranše na datum revizije/konverzije kamatne stope može se izvršiti bez naknade, osim ako je Zajmoprimac prihvatio, u pisanom obliku, fiksnu kamatnu stopu u okviru prijedloga revizije/konverzije kamatne stope, kako je prihvaćen prema članku 1.2.C ili u skladu s Prilogom D.

4.2.C Načini prijevremene otplate

Nakon što Zajmoprimac dostavi Banci zahtjev za prijevremenu otplatu, Banka Zajmoprimcu izdaje obavijest o prijevremenoj otplati 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 4.2.B ili, ovisno o slučaju, ako nema dospjele naknade, način primjene iznosa prijevremene otplate, a ako je naknada za prijevremenu otplatu primjenjiva, rok do kojeg Zajmoprimac može prihvatiti obavijest o prijevremenoj otplati.

Ako Zajmoprimac prihvati obavijest o prijevremenoj otplati najkasnije do roka (ako postoji) navedenog u obavijesti o prijevremenoj otplati, Zajmoprimac je dužan izvršiti prijevremenu otplatu. U svim ostalim slučajevima, Zajmoprimac ne smije izvršiti prijevremenu otplatu.

Zajmoprimac je dužan uz plaćanje iznosa prijevremene otplate platiti i obračunatu kamatu i naknadu za prijevremenu otplatu, ako ih bude, dospjele na iznos prijevremene otplate, kako je navedeno u obavijesti o prijevremenoj otplati.

4.2.D Administrativna pristojba

Ako Zajmoprimac unaprijed otplati tranšu na neki drugi datum koji nije relevantni datum plaćanja ili ako Banka, u izuzetnom slučaju, isključivo prema vlastitoj odluci Banke, prihvati zahtjev za plaćanje uz prethodnu obavijest od manje od 30 (trideset) kalendarskih dana, Zajmoprimac je Banci dužan platiti administrativnu pristojbu u iznosu od 5.000.00 EUR (pet tisuća eura) za svaku tranšu koja se prijevremeno otplaćuje, pri čemu, u slučaju jedne

prijevremene otplate više od 3 (tri) tranše administrativna pristojba za takvu tranšu nije veća od 15.000.00 EUR (petnaest tisuća eura).

4.3. Obvezna prijevremena otplata

4.3.A **Događaji prijevremene otplate**

4.3.A(1) SMANJENJE TROŠKOVA PROJEKTA

Ako ukupni trošak Projekta bude manji od iznosa navedenog u uvodnoj odredbi (b) na razinu na kojoj iznos odobrenog kredita premašuje 50 % (pedeset posto) takvog ukupnog troška, Banka može smjesta, uz davanje obavijesti Zajmoprimcu, otkazati neisplaćeni dio kredita i/ili zahtijevati prijevremenu otplatu nepodmirenog zajma do iznosa za koji kredit premašuje 50 % (pedeset posto) ukupnog troška projekta, zajedno s obračunatom kamatom i svim drugim obračunatim i neplaćenim iznosima na temelju Ugovora u vezi s dijelom nepodmirenog zajma koji treba prijevremeno otplatiti. Zajmoprimac je dužan izvršiti plaćanje zatraženoga iznosa na datum koji navede Banka, s tim da takav datum bude datum koji pada najmanje 30 (trideset) dana od datuma zahtjeva.

4.3.A(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 nepodmirenog zajma, zajedno s obračunatom kamatom i svim drugim obračunatim i neplaćenim iznosima na temelju Ugovora u vezi s dijelom nepodmirenog zajma koji treba prijevremeno otplatiti. Udio nepodmirenog 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 zatraženoga iznosa na datum koji navede Banka, s tim da takav datum bude datum koji pada najmanje 30 (trideset) dana od datuma zahtjeva.

Za potrebe 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.

4.3.A(3) PROMJENA ZAKONA

Zajmoprimac je dužan odmah obavijestiti 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 opravdan razlog vjerovati da je nastupio ili da će nastupiti događaj promjene zakona, Banka može zahtijevati da se Zajmoprimac s njom savjetuje. Takvo će se savjetovanje održati u roku od 30 (trideset) dana od datuma zahtjeva Banke. Ako nakon (a) isteka roka od 30 (trideset) dana od datuma takvog zahtjeva za savjetovanje ili (b) nastupi očekivani događaj promjene zakona, Banka može, putem obavijesti Zajmoprimcu, otkazati kredit i/ili zahtijevati prijevremenu otplatu nepodmirenog zajma, zajedno s obračunatom kamatom i svim drugim dospjelim i nepodmirenim iznosima prema ovom Ugovoru. Zajmoprimac je dužan izvršiti plaćanje zatraženoga iznosa na datum koji navede Banka, s tim da takav datum bude datum koji pada najmanje 30 (trideset) dana od datuma zahtjeva.

Za potrebe ovog članka »**događaj promjene zakona**« znači donošenje, proglašenje, potpisivanje ili potvrđivanje, odnosno promjena ili izmjena i dopuna bilo kojeg zakona, pravila ili propisa (ili u primjeni ili službenom tumačenju bilo kojeg zakona, pravila ili propisa) koja se dogodi nakon datuma ovog Ugovora i koja dovodi do ili je opravdano vjerojatno da će dovesti do značajne negativne promjene.

4.3.A(4) NEZAKONITOST

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

4.3.A(5) IZOSTANAK DODJELE, ISPLATE ILI PRERASPODJELE

Na temelju pisane obavijesti 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 dospjeća u skladu s člankom 1.9.B, 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.

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

Ako na datum tablice konačne dodjele sredstava koja se dostavlja Banci u skladu s člankom 8.1. 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 savjetuje s njom. Takvo će se savjetovanje održati u roku od 30 (trideset) dana od datuma zahtjeva Banke. Nakon isteka 30 (trideset) dana od datuma takvog zahtjeva za savjetovanjem, 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 povučen, prelazi 92 % (devedeset i dva posto) ukupnog troška Projekta, što utvrđuje Banka na temelju tablice konačne dodjele sredstava. Zajmoprimac je dužan izvršiti plaćanje zatraženoga iznosa na datum koji navede Banka, s tim da takav datum bude datum koji pada najmanje 30 (trideset) dana od datuma zahtjeva.

4.3.A(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 savjetuje s njom. Takvo će se savjetovanje 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 razmjerni dio kredita ili zahtijevati prijevremenu otplatu razmjernog dijela zajma.

4.3.B Načini prijevremene otplate

Svaki iznos koji Banka zahtijeva u skladu s člankom 4.3.A, kao i sve zaračunate kamate ili ostale dospjele ili nepodmirene iznose prema ovom Ugovoru, uključujući, bez ograničenja, i sve dospjele naknade na temelju članka 4.3.C, plaćaju se na datum koji navede Banka u svojoj obavijesti o zahtjevu.

4.3.C Naknada za prijevremenu otplatu

U slučaju događaja prijevremene otplate uz naknadu, sama naknada, ako takva postoji, određuje se u skladu s člankom 4.2.B.

4.4. Općenito

4.4.A Bez dovođenja u pitanje članka 10.

Ovaj članak 4. ne dovodi u pitanje članak 10.

4.4.B Bez ponovnog pozajmljivanja

Otplaćen ili prijevremeno otplaćen iznos ne može se ponovno pozajmiti.

ČLANAK 5.**Plaćanja****5.1. Pravila računanja dana**

Svi iznosi koji se potražuju na temelju kamata ili naknada 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.

5.2. Vrijeme i mjesto plaćanja

- (a) 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.
- (b) 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 dospeljeća 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.
- (c) Zajmoprimac navodi broj ugovora u podacima o plaćanju za svaku uplatu koju izvrši na temelju ovog Ugovora.
- (d) Iznos koji je Zajmoprimac dužan platiti smatra se plaćenim onda kad ga Banka primi.
- (e) Sve isplate Banke i plaćanja prema njoj na temelju ovog Ugovora izvršavaju se na račun/e prihvatljiv/e za Banku. 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 Projekt provodi, smatra se prihvatljivim za Banku.

5.3. 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.

5.4. 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, savjetovati se s njime u cilju postizanja suglasnosti sa Zajmoprimcem o takvim promjenama u izvršavanju ili provedbi ovog Ugovora kako to Banka bude smatrala potrebnim u danim okolnostima;

- (b) Banka neće biti obvezna savjetovati se sa Zajmoprimcem u vezi s bilo kakvim promjenama spomenutim u stavku (a) ako, po njezinu 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 kakve štete, troškove ili gubitke koji proizlaze iz događaja narušavanja ili za poduzimanje ili nepoduzimanje bilo kakve radnje prema ili u vezi s ovim člankom 5.4.

5.5. Raspodjela primljenih sredstava

5.5.A Općenito

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

5.5.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:

- (a) prvo, u razmjernom plaćanju i za razmjerno plaćanje svake od neplaćenih naknada, troškova, naknada za prijevremenu otplatu i izdataka koji se duguju na temelju ovog Ugovora;
- (b) drugo, u plaćanju ili za plaćanje obračunate kamate koja je dospjela, ali nije plaćena na temelju ovog Ugovora;
- (c) treće, u plaćanju i za plaćanje dospjelog iznosa glavnice koji nije plaćen na temelju ovog Ugovora; i
- (d) četvrto, u plaćanju i za plaćanje bilo kojeg drugog dospjelog iznosa koji nije plaćen na temelju ovog Ugovora.

5.5.C Raspodjela iznosa koji se odnose na tranše

- (a) U slučaju:
 - (i) djelomične dobrovoljne prijevremene otplate tranše koja podliježe otplati u nekoliko obroka, iznos prijevremene primjenjuje se razmjerno na svaku preostalu ratu ili, na zahtjev Zajmoprimca, obrnutim redoslijedom dospijeća,
 - (ii) djelomične obvezne prijevremene otplate tranše koja podliježe otplati u nekoliko obroka, primjenjuje se iznos prijevremene otplate za smanjenje preostalih obroka obrnutim redoslijedom dospijeća.
- (b) Iznosi koje Banka primi na osnovi zahtjeva na temelju članka 10.1., a koji se koriste za otplatu tranše, umanjuju preostale obroke obrnutim redoslijedom dospijeća. Banka može upotrijebiti primljene iznose između tranši po vlastitom nahođenju.
- (c) 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

6.1. Korištenje zajma i raspoloživost drugih sredstava

Zajmoprimac i Nositelj koriste, i 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 1.8., na temelju članka 1.4.

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

6.2. 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 ih do roka navedenog u Tehničkom opisu.

6.3. Povećanje troškova Projekta

Ako ukupan trošak Projekta premašuje procjenu navedenu u uvodnoj odredbi (b), 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. Planove financiranja izvanrednih troškova potrebno je bez odgađanja predati Banci.

6.4. Postupak nabave

Nositelj osigurava da svaki krajnji korisnik kupi opremu, osigura usluge i naruči radove za predmetni investicijski projekt (a) ako se oni primjenjuju na njeega ili na investicijski projekt, u skladu s pravom Europske unije općenito, a osobito u skladu s odgovarajućim direktivama Europske unije i (b) ako 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.

6.5. Stalne obveze u Projektu

6.5.A Krajnji korisnici/Investicijski projekti

Nositelj je dužan pobrinuti se 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 imovinom ili značajnim dijelom cjelokupne imovine koja čini investicijski projekt ili, prema potrebi, zamijeni ili 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 Projekt neprihvatljiv za financiranje od strane Banke na temelju njezina Statuta ili na temelju članka 309. Ugovora o funkcioniranju Europske unije;
- (c) **osiguranje:** osigura sve radove i imovinu koja je dio odnosnog investicijskog projekta na zadovoljstvo Banke u skladu s uobičajenom praksom za slične radove od javnog interesa u Republici Hrvatskoj;
- (d) **prava i dozvole:** održava na snazi sva prava prolaza ili uporabe i sva ovlaštenja nužna 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 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 poduzima takav krajnji korisnik na temelju ovog članka 6.5.A točka (f) podtočka (i);
- (iii) izjavljuje Nositelju da, koliko je njemu poznato, 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 odgađanja obavijestiti Nositelja ako u bilo kojem trenutku postane svjestan nezakonitog podrijetla takvih sredstava;

(g) **prava na poštenu reviziju:**

- (i) 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:
 - (A) uvjet da dotični ugovaratelj odmah obavijesti Banku o autentičnim navodima, pritužbama ili informacijama u vezi s kaznenim djelima koja se odnose na dotični investicijski projekt;
 - (B) uvjet da dotični ugovaratelj vodi knjige i evidencije o svim financijskim transakcijama i izdacima u vezi s dotičnim investicijskim projektom; i
 - (C) pravo Banke, u vezi s navodnim kaznenim djelom, da pregleda knjige i evidencije dotičnog ugovaratelja u vezi s dotičnim investicijskim projektom i izradi preslike dokumenata, u mjeri u kojoj je to dozvoljeno zakonom;
- (ii) osigura da:
 - (A) vodi knjige i evidencije o svim financijskim transakcijama i izdacima u vezi s dotičnim investicijskim projektom;
 - (B) odmah obavijesti Nositelja o autentičnim 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 razgovaraju s predstavnicima 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 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 isplatu od Nositelja, i izvršava isplatu prema Nositelju, na temelju sporazuma o daljnjem kreditiranju u vezi sa zajmom 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 zahtijeva isplatu to izvrši putem Nositelja preko sustava jedinstvenog računa riznice koji je otvoren kod Hrvatske narodne banke u skladu s hrvatskim pravom.

Za potrebe ovog Ugovora:

»**Zakon o proračunu**« znači Zakon o proračunu objavljen u »Narodnim novinama«, broj 87/08., te izmijenjen i dopunjen pa objavljen u »Narodnim novinama« broj 136/12. i 15/15., te izmijenjen i dopunjen odnosno ponovno potvrđen s vremenom na vrijeme;

»**proračunski korisnici**« znači državna tijela, 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**« znači račun deponiran kod Hrvatske narodne banke u skladu s člankom 60. Zakona o proračunu; i

»**korisnici državnog proračuna**« znači 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 128/09. i povremenim izmjenama i dopunama objavljenim u »Narodnim novinama«, broj 142/14., čiji se troškovi financiraju putem Državnog proračuna Republike Hrvatske i čiji je registar dostupan na <http://www.mfin.hr/hr/registar>.

6.5.B Nositelj

Nositelj je dužan:

- (a) osigurati da jedinica za provedbu projekta bude ustrojena i u potpunosti funkcionalna te da se bavi zahtjevima za dodjelu sredstava i redovitim izvještavanjem i nadzorom;
- (b) osigurati da sredstva zajma budu dodijeljena prihvatljivim investicijskim projektima financiranim u okviru OPKK-a uz postupke prilagođene veličini investicijskog projekta i u skladu s važećim postupcima za okvirne zajmove, i kako je navedeno u Prilogu A.1;
- (c) 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;

- (i) *ex-post* potvrda prihvatljivih investicijskih projekata za sve investicijske projekte čiji ukupni trošak ne prelazi 25.000.000,00 EUR (dvadeset i pet milijuna eura);
 - (ii) *ex-ante* odobrenje za sve projekte s troškom između 25.000.000,00 EUR (dvadeset i pet milijuna eura) i 50.000.000,00 EUR (pedeset milijuna eura), uz mogućnost pojedinačne procjene;
 - (iii) *ex-ante* pojedinačno odobrenje za sve projekte s troškom iznad 50.000.000,00 EUR (pedeset milijuna eura);
- (d) provjeriti usklađenost krajnjih korisnika s relevantnim i važećim propisima zakonodavstva Europske unije, osobito u područjima okoliša, državnih potpora i javne nabave;
 - (e) pohraniti i održavati ažurnima odgovarajuće dokumente (uključujući studije o okolišu koje se odnose na PUO, netehničke sažetke PUO-a i 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 odgovora na vanjske upite) od primitka zahtjeva Banke;
 - (f) pozvati Banku kao promatrača na sastanke odbora za praćenje;
 - (g) ne osiguravati sredstva Banke za investicijske projekte koji zahtijevaju PUO ili procjenu biološke raznolikosti u skladu s pravom Europske unije i nacionalnim pravom 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;
 - (h) osigurati da nema dvostrukog financiranja investicijskih projekata drugim zajmovima Banke istog krajnjeg korisnika;
 - (i) odmah obavijestiti Banku u slučaju kada je provedba dodijeljenog investicijskog projekta obustavljena ili je investicijski projekt otkazan;
 - (j) odmah obavijestiti Banku o svakoj obustavi plaćanja i/ili prekršajnim postupcima koje pokrene Komisija EU-a, najkasnije u roku od pet dana nakon što Zajmoprimac ili Nositelj saznaju za djelovanje Komisije EU-a;
 - (k) odmah obavijestiti Banku o svim revizijskim izvještajima koje provede nezavisno revizijsko tijelo, Komisija EU-a i Revizorski sud; i
 - (l) 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 priprema investicijskih projekata.

B. Opće obveze

6.6. 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.

6.7. Opće izjave i jamstva

Zajmoprimac izjavljuje i jamči Banci da:

- (a) ima ovlast potpisati, ispuniti i izvršiti 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 koji bi se moglo razumno očekivati da će imati značajan negativan učinak na njegovu sposobnost izvršavanja 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) pribavilo je sva 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 barom jednak 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) u skladu je 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.

Prethodno navedene izjave i jamstva ostaju na snazi poslije potpisivanja ovog Ugovora i smatraju se, osim izjava navedenih u prethodnom stavku (d), ponovljenima na svaki datum zahtjeva za isplatu, datuma isplate i na svaki datum plaćanja.

6.8. Načelo savjesnosti 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 s Projektom i/ili zajmom, 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 s Projektom i/ili zajmom koji je bio osuđen pravomoćnom i neopozivom sudskom odlukom za kazneno djelo počinjeno tijekom izvršavanja svojih službenih dužnost, kako bi osigurao da se takav član isključi iz svake aktivnosti Zajmoprimalca u vezi s Projektom i/ili zajmom i aktivnosti Nositelja u vezi s Projektom i/ili zajmom.

6.9. Knjige i evidencije

Zajmoprimac i Nositelj jamče da vode 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 Zajmoprimalca 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. listopada 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.

7.1. Položaj jednakih prava (*pari passu*)

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

Osobito, ako Banka podnese zahtjev iz članka 10.1. ili ako je događaj ili potencijalni događaj neispunjenja obveza prema bilo kojem neosiguranom i nepodređenom dužničkom instrumentu Zajmoprimca ili bilo koje njegove agencije ili njegovih sredstava nastupio i traje, Zajmoprimac neće izvršiti (ni odobriti) plaćanje povezano s bilo kojim drugim takvim dužničkim instrumentom (neovisno o tome je li redovito 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.

7.2. Dodatna osiguranja

Ako Zajmoprimac da trećoj strani osiguranje za izvršenje nekog dužničkog instrumenta ili prednost ili prioritet u vezi s njim, Zajmoprimac će, ako to bude zahtijevala Banka, dati Banci jednakovrijedno osiguranje za izvršenje svojih obveza prema ovom Ugovoru ili dati Banci jednakovrijednu prednost ili prioritet.

7.3. 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 jednakovrijedne odredbe u ovom Ugovoru, Zajmoprimac je dužan o tome obavijestiti Banku i, na zahtjev Banke, potpisati sporazum kojim će ovaj Ugovor izmijeniti i dopuniti tako da osigurava jednakovrijednu odredbu u korist Banke.

ČLANAK 8.

Informacije i posjeti

8.1. Informacije o Projektu

Zajmoprimac će, ili 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 pitanja utjecaja na okoliš Projekta ili za Projekt, koje Banka može opravdano zahtijevati u razumnom roku;

uvijek pod uvjetom da, ako takve informacije ili dokument nisu dostavljeni Banci na vrijeme i Zajmoprimac ili Nositelj ne isprave propust u razumnom roku koji odredi Banka u pisanom obliku, Banka može ispraviti nedostatak, u mjeri u kojoj je to izvedivo, zapošljavanjem vlastitog osoblja ili konzultanata ili neke treće strane na trošak Zajmoprimalca, 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 investicijskih projekata, 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 obavijestiti Banku o:

- (i) svakoj uloženoj tužbi ili protestu ili svakom prigovoru koji je podnijela bilo koja treća strana, ili svakoj autentičnoj 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 podneseni protiv njega u vezi s pitanjima okoliša ili drugim pitanjima koja utječu na Projekt;
- (ii) svakoj činjenici ili događaju koji su poznati Zajmoprimalcu ili Nositelju, koji mogu značajno štetiti ili utjecati na uvjete izvršenja ili funkcioniranja projekta; i
- (iii) o autentičnim navodima, pritužbama ili informacijama u vezi s kaznenim djelima u vezi s Projektom;

i odrediti mjeru koju je potrebno poduzeti u pogledu tih pitanja.

8.2. Informacije o Zajmoprimalcu, Nositelju i krajnjim korisnicima

Zajmoprimac je dužan:

- (a) s vremena na vrijeme Banci dostaviti informacije o:
- (i) svojem općem financijskom stanju; i
 - (ii) pitanjima dubinske analize stranaka Zajmoprimalca i Nositelja ili za Zajmoprimalca i Nositelja radi usklađenosti s načelom »upoznaj svog klijenta« (KYC, engl. »*know your customer*«) ili sličnim postupcima identifikacije,
- kako Banka može smatrati potrebnim ili može razumno zahtijevati da bude pružene u razumnom vremenu, i
- (b) odmah obavijestiti Banku o:
- (i) svakoj činjenici koja ga obvezuje na prijevremenu otplatu financijskog duga ili financiranju od strane Europske unije;
 - (ii) svakom događaju ili odluci koji čine događaj prijevremene otplate ili mogu dovesti do događaja prijevremene otplate;
 - (iii) svojoj namjeri davanja osiguranja svojom imovinom 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) bilo kojem događaju navedenom u članku 10.1. koji se dogodio ili postoji rizik da se dogodi ili se očekuje da će se dogoditi;
- (vi) osim u slučaju da je to zabranjeno zakonom, svim značajnim parnicama, arbitražama, upravnim postupcima ili istragama koje provodi sud, upravno ili slično tijelo vlasti, koji se, prema njegovom najboljem znanju i uvjerenju, provode, očekuju ili su u tijeku protiv (A) punomoćnika Zajmoprimca s ovlasti za kontrolu i/ili donošenje odluka u vezi sa zajmom ili Projektom, ili protiv (B) upravljačkih tijela ili punomoćnika Nositelja s ovlasti za kontrolu i/ili donošenje odluka u vezi sa zajmom ili Projektom ili (C) upravljačkih tijela bilo kojeg krajnjeg korisnika u vezi s kaznenim djelima koja se odnose na kredit, zajam ili Projekt;
- (vii) svim mjerama koje poduzima Zajmoprimac ili Nositelj u skladu s člankom 6.8.;
- (viii) svim autentičnim navodima, pritužbama ili informacijama u vezi s kaznenim djelom koje se odnosi na 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 6.5.A, točkom (f), podtočkom (i).

8.3. 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 relevantan investicijski projekt,
- (b) da razgovaraju s predstavnicima Zajmoprimca i/ili Nositelja i da ne sprječavaju kontakte sa svim drugim osobama uključenim u zajam ili relevantan investicijski projekt ili na koju utječe zajam ili relevantan investicijski projekt; i
- (c) da pregledaju knjige i evidencije Zajmoprimca i Nositelja u vezi sa zajmom i izvršenjem relevantnog investicijskog projekta te da budu u mogućnosti izraditi preslike odgovarajućih dokumenata u mjeri u kojoj je to dozvoljeno po zakonu.

Zajmoprimac i Nositelj pružaju Banci svu potrebnu pomoć ili osiguravaju 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 svim nadležnim institucijama ili tijelima Europske unije u skladu s relevantnim obveznim odredbama prava Europske unije.

8.4. Jezik

Informacije koje dostavlja Zajmoprimac ili Nositelj u skladu s člankom 8. dostavljaju se na engleskom jeziku ili popraćene prijevodom na engleski.

ČLANAK 9.

Naknade i izdaci

9.1. Porezi, pristojbe i naknade

Zajmoprimac je dužan platiti sve poreze, pristojbe, naknade i ostala davanja bilo koje vrste, uključujući i administrativne pristojbe i naknade za registraciju, koji proizlaze iz izvršenja ili

provedbe ovog Ugovora ili bilo kojeg povezanog dokumenta i izrade, zaključivanja, registracije ili provedbe 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 zadržavanja ili odbijanja državnih ili lokalnih davanja bilo koje vrste, propisane zakonom ili na temelju ugovora s nekim javnim tijelom ili drukčije. Ako je Zajmoprimac obvezan primijeniti takvo zadržavanje ili takav odbitak, uvećat će svoju isplatu Banci za iznos tako da nakon zadržavanja ili odbijanja neto iznos koji će Banka primiti bude jednak iznosu dugovanja.

9.2. Ostali troškovi

Zajmoprimac snosi sve pristojbe, naknade i izdatke, uključujući profesionalne, bankovne ili tečajne naknade i sve pristojbe, ako takve postoje, pravnih, tehničkih i ostalih neovisnih konzultanata koje angažira Banka, a koje nastanu u vezi s pripremom, potpisivanjem, provedbom, prisilnim izvršenjem i raskidom ovog Ugovora ili bilo kojeg drugog povezanog dokumenta, izmjena i dopuna, dodatka ili odricanja u vezi s ovim Ugovorom ili bilo kojim povezanim dokumentom te prilikom izmjene i dopune, nastanka, upravljanja, prisilnog izvršenja i realizacije bilo kojeg instrumenta osiguranja za zajam.

9.3. Povećanje troškova, naknade i prijeboj

- (a) Zajmoprimac je dužan platiti Banci sve troškove ili 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, do kojih dođe nakon datuma potpisivanja ovog Ugovora, u skladu s čime ili zbog čega je (i) Banka obvezna snositi dodatne troškove kako bi financirala ili izvršavala svoje obveze na temelju ovog Ugovora, ili zbog čega je (ii) bilo koji iznos koji se duguje Banci na temelju ovog Ugovora ili financijski prihod koji proizlazi iz Bančina 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 potpunog ili djelomičnog plaćanja koje se odvija na način drukčiji 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 (neovisno o tome je li dospjela ili nije) koju Banka ima prema Zajmoprimcu, neovisno o mjestu plaćanja, poslovnici knjiženja ili valuti 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 neispunjenja obveza

10.1. Pravo traženja prijevremene otplate

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

10.1.A Zahtjev bez odgode

Banka može takav zahtjev uložiti odmah, bez prethodne obavijesti (*mise en demeure préalable*) ili poduzimanja sudskih ili izvansudskih koraka:

- (a) ako Zajmoprimac na datum dospijea ne plati bilo koji iznos koji treba platiti u skladu s ovim Ugovorom u mjestu i u valuti u kojoj je iskazan da ga treba platiti, osim ako je (i) njegovo neplaćanje uzrokovano administrativnom ili tehničkom pogreškom ili događajem narušavanja i (ii) plaćanje se izvrši u roku od 3 (tri) radna dana od njegova datuma dospijea;
- (b) ako bilo koja informacija ili dokument dostavljen Banci od ili u ime Zajmoprimca ili Nositelja ili bilo koja izjava, jamstvo ili navod koje Zajmoprimac da ili se smatra da ih je Zajmoprimac dao u ovom Ugovoru 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 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 otkáže prije dospijea takav drugi zajam ili obvezu koja proizlazi iz bilo koje financijske transakcije ili 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 neku obvezu u vezi s bilo kojim drugim zajmom koji mu je odobrila Banka ili financijskim instrumentom koji je zaključen s Bankom;
- (e) ako Zajmoprimac propusti izvršiti neku 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 stanjem 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.

10.1.B **Zahtjev nakon opomene**

Banka također može takav zahtjev uložiti odmah, bez prethodne obavijesti (*mise en demeure préalable*) ili poduzimanja sudskih ili izvansudskih koraka (ne dovodeći u pitanje obavijesti navedene u nastavku):

- (a) ako Zajmoprimac ne ispunji bilo koju odredbu ovog Ugovora koja nije obveza navedena u članku 10.1.A; 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 navedenom u obavijesti koju Banka dostavi Zajmoprimcu.

10.2. **Ostala prava po zakonu**

Člankom 10.1. ne ograničava se neko drugo pravo Banke koje ona ima po zakonu da zahtijeva prijevremenu otplatu nepodmirenog zajma.

10.3. **Naknade**

10.3.A **Tranše s fiksnom kamatnom stopom**

U slučaju zahtjeva iz članka 10.1. 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 (i) obračunava se od datuma dospijea za plaćanje utvrđenom u obavijesti o zahtjevu Banke, a izračunava se kao da je prijevremena otplata izvršena na tako utvrđen datum i (ii) za iznos koji je Banka pripočila Zajmoprimcu kao sadašnju vrijednost (izračunatu 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 dospijea, 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,

koja se primjenjuje na svaki relevantni datum plaćanja primjenjive tranše.

10.3.B **Tranše s promjenjivom kamatnom stopom**

U slučaju zahtjeva iz članka 10.1. u pogledu 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 primjenjivim planom otplate tranše, do datuma revizije/konverzije kamatne stope, ako bi ga bilo, ili datuma dospijea.

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

10.3.C **Općenito**

Iznosi koje Zajmoprimac duguje u skladu s ovim člankom 10.3. dospijevaju na naplatu na datum utvrđen u zahtjevu Banke.

10.4. **Neodricanje od prava**

Nikakav propust ili kašnjenje Banke, odnosno jednokratno ili djelomično ostvarivanje njezinih 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 kumulativne su naravi i ne isključuju nikakva zakonska prava i pravne lijekove predviđene zakonom.

ČLANAK 11.

Mjerodavno pravo i sudska nadležnost, razno

11.1. **Mjerodavno pravo**

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

11.2. **Pravna nadležnost**

- (a) Sudovi grada Luksemburga imaju isključivu pravnu nadležnost za rješavanje sporova («spor») koji proizađu iz ovog Ugovora ili u vezi s ovim Ugovorom (uključujući spor koji se odnosi na postojanje, valjanost ili prestanak ovog Ugovora ili na posljedice njegove ništetnosti) ili bilo koje neugovorne obveze koja proizađe iz ovog Ugovora ili u vezi s ovim Ugovorom.
- (b) Stranke su suglasne da su sudovi grada Luksemburga najprimjereniji i najprikladniji sudovi za rješavanje sporova među njima i, sukladno tome, da neće to osporavati.

11.3. Mjesto izvršenja

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

11.4. Dokaz o dospjelim iznosima

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

11.5. Cjelokupan sporazum

Ovaj Ugovor čini cjelokupan sporazum između Banke i Zajmoprimca u vezi s davanjem kredita na temelju ovog Ugovora i ukida sve prijašnje sporazume, neovisno o tome jesu li iskazani ili se podrazumijevaju, u pogledu istog pitanja.

11.6. Ništavost

Ako u bilo kojem trenutku bilo koja odredba ovog Ugovora jest ili postane nezakonita, ništava ili neizvršiva u bilo kojem pogledu, ili ovaj Ugovor ne proizvodi pravne učinke ili prestane proizvoditi pravne učinke u bilo kom pogledu, na temelju zakona bilo koje pravne nadležnosti, takva nezakonitost, ništavost, neizvršivost ili nepravovaljanost ne utječu na:

- (a) zakonitost, valjanost ili provedivost u toj pravnoj nadležnosti bilo koje druge odredbe ovog Ugovora ili pravovaljanosti u bilo kojem drugom pogledu ovog Ugovora u toj pravnoj nadležnosti; ili
- (b) zakonitost, valjanost ili provedivost u drugoj pravnoj nadležnosti te ili bilo koje druge odredbe ovog Ugovora ili pravovaljanost ovog Ugovora na temelju zakona takvih drugih pravnih nadležnosti.

11.7. Izmjene i dopune

Sve izmjene i dopune ovog Ugovora bit će u pisanom obliku i, osim onoga što je određeno u članku, 1.8.B u vezi s postupcima dodjele sredstava, uz suglasnost između Banke i Zajmoprimca, a potpisat će ih stranke ovog Ugovora.

11.8. Primjerci

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

ČLANAK 12.**Završne odredbe****12.1. Obavijesti**

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

12.1.A Oblik obavijesti

- (a) Svaka obavijest ili drugo priopćenje dano prema ovom Ugovoru mora biti u pisanom obliku i, osim ako nije drukčije naznačeno, može se slati pismom, elektroničkom poštom i telefaksom.
- (b) Obavijesti i ostala priopćenja, za koje se u ovom Ugovoru utvrđuju fiksni rokovi ili koje u sebi sadrže fiksne rokove koji obvezuju primatelje, šalju se osobnom dostavom, preporučenim pismom, telefaksom ili elektroničkom poštom. Za takve obavijesti i priopćenja smatra se da ih je druga strana primila:
 - (i) na datum dostave kad se radi o osobnoj dostavi ili preporučenom pismu;
 - (ii) po primitku prijenosu kad se radi o telefaksu;
 - (iii) u slučaju elektroničke pošte koju Zajmoprimac šalje Banci, samo kad je stvarno primljena u čitkom obliku i isključivo ako je upućena na adrese u skladu s člancima 12.1.B i 12.1.C u nastavku;
 - (iv) u slučaju elektroničke pošte koju Banka šalje Zajmoprimcu (osim one uz koju se šalje obavijest o isplati), kada je elektronička pošta stvarno primljena u čitkom obliku (a Zajmoprimac, ako to od njega zatraži Banka, smjesta Banci dostavlja pisanu potvrdu primitka u čitkom obliku) i isključivo ako je upućena na adrese u skladu s člancima 12.1.B i 12.1.C u nastavku; ili
 - (v) u slučaju elektroničke pošte koju Banka šalje Zajmoprimcu uz koju prilaže obavijest o isplati, kada je elektronička pošta poslana.
- (c) Sve obavijesti koje Zajmoprimac dostavlja Banci elektroničkom poštom:
 - (i) u predmetu moraju imati naveden broj ugovora (FI br.); i
 - (ii) moraju biti u obliku elektroničke slike koja se ne može uređivati (pdf-u, tif-u ili drugom uobičajenom obliku datoteke koja se ne može uređivati, dogovorenom između stranaka) obavijesti koju su potpisali uredno opunomoćeni ovlašteni potpisnik ili potpisnici, koja se šalje uz elektroničku poštu.
- (d) Obavijesti koje izdaje Zajmoprimac u skladu s bilo kojom odredbom ovog Ugovora trebaju se, ako to 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 takvih osoba (u slučaju da takav dokaz još nije dostavljen ili je od tada došlo do promjene relevantnih ovlaštenih osoba i/ili njihovih punomoći i/ili ovlasti).
- (e) Bez utjecaja na valjanost obavijesti ili priopćenja koja se šalju elektroničkom poštom ili telefaksom u skladu s člankom 12.1., sljedeće obavijesti, priopćenja i dokumenti šalju se i preporučenom poštom dotičnoj stranci najkasnije sljedećeg radnog dana:
 - (i) zahtjev za isplatu;
 - (ii) povlačenje zahtjeva za isplatu u skladu s člankom 1.2.C, točka (b);
 - (iii) sve obavijesti i priopćenja o odgodi, otkazivanju i obustavi isplate neke tranše, reviziji ili konverziji kamatne stope neke tranše, događaju narušavanja tržišta, zahtjevu za prijevremenu otplatu, obavijesti o prijevremenoj otplati, događaju neispunjenja obveza, zahtjevu za izvršenje prijevremenog plaćanja, i
 - (iv) sve druge obavijesti, priopćenja ili dokumenti koje Banka zatraži.
- (f) Stranke ugovaraju da su sva prethodno navedena priopćenja (uključujući ona putem elektroničke pošte) prihvatljiv oblik komunikacije i prihvatljiva kao dokaz na sudu.

12.1.B Adrese

Adresa, broj telefaksa i adresa elektroničke pošte (te odjel ili službenik, ako postoji, na čiju se pažnju to priopćenje naslovljava) stranaka za priopćenje koje se daje ili dokument koji se šalje na temelju ovog Ugovora i u vezi s ovim Ugovorom je:

| | |
|---|--|
| Za Banku: | Operations Directorate Adriatic Sea Department Lending Operations in Slovenia, Croatia and Western Balkans 100, boulevard Konrad Adenauer L-2950 Luxembourg Broj telefaksa.: +352 4379 67487 Adresa elektroničke pošte: EIB-MA Implementation@eib.org |
| Za Zajmoprimca: Ministarstvo financija | Na pažnju: Ministarstvo financija Katančićeva 5 10000 Zagreb Hrvatska Broj telefaksa.: +385 1 4922 598 Adresa elektroničke pošte: sectorifr@mfin.hr |
| Ministarstvo regionalnoga razvoja i fondova Europske unije | Na pažnju: Ministarstvo regionalnoga razvoja i fondova Europske unije Miramarska 22 10000 Zagreb Hrvatska Broj telefaksa.: +385 1 6400 644 Adresa elektroničke pošte: skppp@mrrfeu.hr |

12.1.C Obavijest o podacima za kontakt

Banka i Zajmoprimac dužni su odmah obavijestiti drugu stranku pisanim putem o svim promjenama njihovih odnosnih podataka za kontakt.

12.2. Engleski jezik

- (a) Sve obavijesti ili priopćenja na temelju ovog Ugovora ili u vezi s ovim Ugovorom moraju biti na engleskom jeziku.
- (b) Svi ostali dokumenti nastali na temelju ovog Ugovora ili u vezi s ovim Ugovorom moraju biti:
 - (i) na engleskom jeziku; ili

- (ii) ako nisu na engleskom jeziku i ako to Banka zahtijeva, popraćeni ovjerenim prijevodom na engleskom jeziku, a u ovom slučaju prednost ima prijevod na engleskom jeziku.

12.3. 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 | Obrazac Zahtjeva za isplatu |
| Prilog D | Revizija i konverzija kamatne stope |
| Prilog E | Obrazac Potvrde Zajmoprimca |

12.4. Stupanje na snagu

Ovaj Ugovor stupa na snagu datumom stupanja na snagu zakona o njegovu 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, 7. prosinca 2018.

Potpisano za i u ime
REPUBLIKE HRVATSKE
Ministar financija

Zdravko MARIĆ, v.r.

Potpisano za i u ime
EUROPSKE INVESTICIJSKE BANKE
Potpredsjednik

Dario SCANNAPIECO, v.r.

Specifikacija Projekta i izvještavanje

A.1 Tehnički opis (Članak 6.2.)

A.1.1 Svrha, lokacija

Ovaj projekt, strukturiran kao zajam strukturnoga programa, bit će potpora hrvatskom Sporazumu o partnerstvu (SP) i odabranim investicijama za jedan operativni program (OP), Operativni program Konkurentnost i kohezija 2014. – 2020. (OPKK). 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 obnovu, vode i otpad. OPKK može uključivati 41 veliki projekt na temelju indikativnog popisa velikih projekata koji mu je priložen. Ako je primjenjivo, veliki projekti u sektoru prometa koji koriste potporu Instrumenta za povezivanje Europe (engl. *Connecting Europe Facility*, »CEF«) i koje provodi Nositelj također mogu biti financirani na temelju ovog Ugovora.

A.1.2 Opis

Projektom će se financirati odabrane investicije u okviru prioriternih osi OPKK-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 rizicima
6. Zaštita okoliša i održivost resursa
7. Povezanost i mobilnost
8. Socijalno uključivanje 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 koja 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 potporama 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 popisu u nastavku i uobičajenim kriterijima prihvatljivosti Banke.

Banka zadržava pravo preispitivanja postupaka 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, kupnja zgrada, održavanje i drugi operativni troškovi, stjecanje rabljene imovine, kamate akumulirane na zajmovima kojima se financira izgradnja, nabava dozvola za korištenje negeneriranih javnih sredstava (npr. telekomunikacijske dozvole), patenti, robne marke i žigovi. Čisto financijske transakcije također nisu prihvatljive.

Isključeni sektori:

- Proizvodnja i distribucija oružja i streljiva, naoružanja i vojne opreme
- Proizvodnja i distribucija duhanskih i alkoholnih proizvoda
- Djelatnosti igara na sreću i klađenja
- Objekti za pritvaranje osoba/lišavanje slobode, npr. zatvori, policijske postaje, škole sa skrbničkim funkcijama
- Sektori i djelatnosti sa snažnom 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 urbanističkog i teritorijalnog planiranja, imati razumne troškove i biti cjeloviti (bez da su samo sastavnica nekog velikog investicijskog projekta), ali i pridonositi općem djelovanju u okviru opće urbanizacije.

A.1.5 Postupci dodjele sredstava

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

- a) Prihvatljive investicijske projekte s investicijskim troškom manjim od 25 milijuna EUR odabire Nositelj. Ti odabiri podliježu *ex post* potvrdi prihvatljivosti od strane službi Banke. Nositelj treba dostaviti zahtjev za dodjelu sredstava na obrascu koji zahtijeva Banka (kako je utvrđeno u A.1.6.2).
- b) Prihvatljivi investicijski projekti s troškom između 25 milijuna EUR i 50 milijuna EUR dostavljaju se Banci *ex ante* radi odobrenja prije financiranja, korištenjem obrasca utvrđenog u A.1.7. ili studiji izvedivosti. Banka zadržava pravo tražiti dodatne informacije; ako se ocijeni 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 uslijedi nakon ove.

- c) Prihvatljivi investicijski projekti čiji je trošak veći od 50 milijuna EUR obrađuju se, u načelu, kao zasebni zajmovi te ih službe Banke i ocjenjuju zasebno. 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 zajedno sa zahtjevom za dodjelu sredstava trebao dostaviti sljedeću dokumentaciju kojom se dokazuje usklađenost predmetnih investicijskih projekata s propisima zaštite okoliša:
- za investicijske projekte za koje je potreban PUO, ili netehnički sažetak PUO-a ili poveznicu na javnu verziju netehničkog sažetka PUO-a ili istovjetan dokument, zajedno s preslikom odgovarajuće suglasnosti koja pokazuje da su provedena javna savjetovanja 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 (mreže 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 (ili Obrazac A prema Dodatku A.1.8. ili njegov ekvivalent ili pojednostavljeno očitovanje/popis investicijskih projekata koje je potpisalo nadležno tijelo, potvrđujući time da nijedan investicijski projekt nema značajan utjecaj na bilo koje zaštićeno područje). Nositelj ne smije EIB-u podnijeti zahtjev za dodjelu sredstava za investicijske projekte koji zahtijevaju procjenu biološke raznolikosti 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 Dodatku A.1.8. – ili njegov ekvivalent – treba ga potpisati nadležno tijelo i treba biti dostavljen Banci zajedno s mišljenjem Komisije EU-a (ako se to zahtijeva člankom 6., stavkom 4. Direktive o staništima).
- e) Nositelj je dužan pohraniti i održavati ažurnima odgovarajuće dokumente (uključujući i studije o okolišu koje se odnose na PUO, netehničke sažetke PUO-a, procjene zahvata na prirodu/biološku raznolikost ili istovjetne dokumente kojima se dokazuje usklađenost s Direktivom Europske unije o staništima i Direktivom Europske unije o pticama) koje je potrebno dostaviti Banci na zahtjev. U slučaju da EIB zatraži takvu dokumentaciju, Nositelj je dužan odmah dostaviti sve zatražene dokumente.
- d) Uz zahtjev za dodjelu sredstava za sve stavke ulaganja u sektoru prometa (ceste i željeznice) i u sektoru gospodarenja vodama i otpadom, s projektnim troškom manjim od 25 milijuna EUR, 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 proračunskim tablicama.

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

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

Projekt EIB-a: PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014. DO 2020. (SPL) / B

Upravljačko tijelo (sektor):

| Identifikacijska oznaka | Prioritetna os/ključna područje | Lokacija (županija / grad ili općina) | Krajnji korisnik (naziv i vrsta) | Opis projekta | Poštivanje okoliša | | Faza provedbe | Datum početka/dovršetka | | Ukupno prihvatljivi troškovi | | Sredstva EU-a (KF, EFRR) | | Državni doprinos (financirano kroz zajma EIB-a) | | Ostali doprinosi | ERR |
|-------------------------|---------------------------------|---------------------------------------|----------------------------------|---------------|--------------------|--------------------------------|---------------|-------------------------|-----------|------------------------------|-----------|--------------------------|-----------|---|-----------|------------------|------|
| | | | | | PUO | Očuvanje prirode (Natura 2000) | | početak | dovršetak | planirano | ostvareno | planirano | ostvareno | planirano | ostvareno | | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) | (12) | (13) | (14) | (15) | (16) | (17) | (18) |
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| Ukupno: | | | | | | | | | | | | | | | | | |

Napomene s objašnjenjima:

- (4) Naziv i vrsta krajnjeg korisnika: država, općina/grad, privatni, NVO itd.
- (6) Molimo navesti: Ako NE: PUO nije potreban; S-O: projekt Dodatak II. isključen (*screened out*); Da: projekt Dodatak I. ili Dodatak II. uključen (*screened in*). Ako DA, priložiti primjerak Netehničkog sažetka pri dodjeli ili čim bude dostupan.
- (7) Odnosi se na mrežu Natura 2000 ili druga staništa od međunarodne ili nacionalne važnosti. Molimo navesti: Ako NE: Procjena nije potrebna; NZU (nema značajnog utjecaja): Procjena obavljena: nema značajnog utjecaja; ZU (značajan utjecaj): Procjena obavljena, značajan utjecaj – molimo priložiti Obrazac B pri dodjeli ili kada bude dostupan, ali prije dodjele bilo kojih sredstava EIB-a projektu.
- (8) Molimo navesti fazu provedbe Projekta na datum podnošenja (SI – studija izvedivosti, idejni projekt, provedba, dovršenoitd.).
- (9), (10) Molimo navesti najnovije predviđene datume početka i dovršetka Projekta.
- (11) Procjena početnih ukupnih prihvatljivih troškova Projekta (prema izvješću poslanom EK-u, utvrđene u vrijeme podnošenja zahtjeva za dodjelu, ovaj iznos treba ostati nepromijenjen do kraja programa).
- (12) Najnovija procjena: treba je ažurirati pri svakom zahtjevu za dodjelu.
- (13) – (16) Slično kao 11 odnosno 12.
- (17) Ostali doprinosi: svi preostali doprinosi države, regije, grada, korisnika itd.
- (18) Procijenjena ekonomska stopa povrata (ERR) projekata u vrijeme dodjele u slučaju *ex-ante*, u vrijeme odobrenja od strane upravljačkog tijela u slučaju *ex-post* (kada je primjenjivo).

A.1.6.5 Obrazac za investicijske projekte u vodnom sektoru

Projekt: PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014. DO 2020. (SPL) / B
 Oper.br: 2014-0375 Ugovor br.: 89.118 (HR)

| Referen tni broj projekta | Naziv invest. projek ta | Provedbe no tijelo (1) | Vrsta projek ta (2) | Vodoopskrba | | | | | | Prikupljanje i obrada voda | | | | | | Ukup an trošak (000 EUR) | Očekiva no razdoblj e izgradnj e | |
|---------------------------------|----------------------------------|------------------------------|---------------------------|------------------------------------|---|---------------------------------|---|--|--|------------------------------------|---|---------------------------------|---|--|---|--------------------------------------|---|--|
| | | | | Dužina cjevovo da (m) (3) | Kapacit et UPOV- a (m ³ /d) (4) | Priključ ci (nbr.) (5) | Stanovništ vo – korisnici (kućanstv a) (6) | Glavn a vrsta radov a (7) | Troša k vodo- opskr be (000 EUR) | Dužina cjevovo da (m) (3) | Kapacite t postroje nja (WWTP) (PE) (4) | Priključ ci (nbr.) (5) | Stanovništ vo – korisnici (kućanstv a) (6) | Glavn a vrsta radov a (7) | Troša k obrad e otpad ne vode (000 EUR) | | | |
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| UKUPNO | | | | | | | | | | | | | | | | | | |

Kazalo

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|---|--------------------------|--|
| 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 UPOV-a (WTP) | Kapacitet novoizgrađenog postrojenja ili sanacije. Sve vrste obrade vode, uključujući jednostavne tretmane na izvoru ili bunaru (klorinacija, aeracija itd.) |
| 5 | Kućni priključci | novi priključci kućanstava, i proširenje i sanacija postojećih priključaka |
| 6 | Stanovništvo – korisnici | gradsko ili ruralno stanovništvo koje će imati koristi od komponente projekta, u broju priključenih kućanstava |
| 7 | Glavne vrste radova | N: nova izgradnja (proširenja); R: sanacija ili rekonstrukcija postojeće infrastrukture |

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

SAŽETAK PROJEKTA

PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U RAZDOBLJU OD 2014. DO 2020.
(SPL)/B

2014-0375

| | |
|---|--|
| <u>Naziv investicijskog projekta:</u> | <u>Nositelj investicijskog projekta:</u> |
| | <u>Lokacija:</u> |
| <u>Referentni broj investicijskog projekta:</u> | <u>Sektor:</u> |
| <u>Provedbeno tijelo:</u> | <u>Vrsta:</u> novi projekt/produženje/obnova |
| | <u>Datum:</u> |
| | <u>Potpis Nositelja:</u> |
| <u>Osoba za kontakt:</u> | |
| <u>Podaci za kontakt (e-mail, telefon):</u> | |

1. Investicijski projekt

1.1 Kontekst

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 idejno rješenje, 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

Navedite naziv ili nazive tijela koje/koja izdaje/izdaju relevantnu/e dozvolu/e i je li/jesu li odobrenje/a izdano/a. 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

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

1.11 Fizički pokazatelji

Navedite (količinski) planirani fizički ishod/rezultat projekta.

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

1.12 Nabava

Vrsta i pojedinosti o nadmetanju/nadmetanjima

1.13 Utjecaji na okoliš

a) Ukratko objasnite 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 Europske unije) i sažeti opis donesenih mjera ublažavanja, ako takve postoje; navesti je li potreban PUO i je li lokacija projekta unutar lokaliteta mreže Natura 2000 ili utječe na lokalitete mreže Natura 2000, ili slično – u potvrdnim slučajevima, navesti informacije o dotičnoj procjeni i administrativnim odlukama za takve projekte. Službe Banke mogu zatražiti dodatne informacije (kao što je primjerak netehničkog sažetka PUO-a, analiza učinka na lokalitete mreže 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 održavanje te raspoloživi proračun za djelovanje (stavljanje u pogon) i održavanje.

1.15 Ekonomski i financijski aspekti

- a) Broj stanovnika obuhvaćen investicijskim projektom, ili druge relevantne analize potražnje (npr. promet);
- b) Ako je primjenjivo, sažetak analize troškova i koristi ili analize ekonomske opravdanosti;
- c) Ako je primjenjivo, mehanizam naplate troškova (hoće li korisnici morati davati doprinos za trošak investicijskog projekta? Kakva je cjenovna politika?

2. Sveukupni zaključci i preporuke

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Mjesto:

Datum:

Nositelj:

Odgovorna osoba:

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

I. DIO – OBRAZAC A – DIO 1.

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

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| IZJAVA TIJELA NADLEŽNOG ZA PRAĆENJE STANJA NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE² |
|--|

Nadležno tijelo:

nakon što je ispitalo prijedlog projekta³

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:

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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. I. DIO – OBRAZAC A – DIO 2.

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

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| IZJAVA TIJELA NADLEŽNOG ZA PRAĆENJE STANJA NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE⁴ |
|--|

Nadležno tijelo

nakon što je ispitalo prijedlog projekta⁵

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 prirode¹.

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

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

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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 – OBRAZAC B

PODACI TIJELA NADLEŽNOG ZA PRAĆENJE STANJA
NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE⁶

Nadležno tijelo

nakon što je ispitalo⁷ 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 UTJECAJA⁸

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 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 svojoj 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 ili 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 prioriternih staništa/vrsta)

- ☞ ljudsko zdravlje

- ☞ javna sigurnost

- ☞ korisne posljedice od prvenstvene važnosti za okoliš

- ☞ ostali imperativni razlozi pretežućeg javnog interesa

Opis i obrazloženje prevage tih razloga⁹:

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

5. KOMPENZACIJSKE MJERE¹⁰

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 detaljnosti 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 PROJEKTU KOJE SE TREBAJU SLATI BANCIMA I NAČIN NJIHOVA SLANJA1. Slanje informacija: imenovanje odgovorne osobe

Osoba zadužena za slanje podataka Bancima u nastavku teksta je:

| | Financijski kontakt | Tehnički kontakt |
|---|---|---|
| Društvo | <i>Ministarstvo financija</i> | <i>Ministarstvo regionalnoga razvoja i fondova Europske unije</i> |
| Osoba za kontakt: | <i>Silvija Belajec</i> | <i>Natalija Šimunović</i> |
| Funkcija | <i>načelnica sektora</i> | <i>voditeljica službe</i> |
| Funkcija/Financijska i tehnička direkcija | <i>Načelnica Sektora za Europsku uniju i međunarodne financijske odnose</i> | <i>Služba za koordinaciju u pripremi i provedbi projekata</i> |
| Adresa | <i>Katančićeva 5 10000 Zagreb Hrvatska</i> | <i>Miramarska 22 10000 Zagreb Hrvatska</i> |
| Telefon | <i>+385-1-4591 258</i> | <i>+385-1-4569 118</i> |
| Email | <i>silvija.belajec@mfin.hr</i> | <i>Natalija.simunovic@mrrfeu.hr</i> |

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 obavezan Bancima dostaviti sljedeće informacije najkasnije do rokova navedenih u nastavku.

| 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. | <i>u svakom slučaju bez odgode, ali ne kasnije od pet kalendarskih dana nakon što Nositelj sazna za mjeru Komisije</i> |
| Informacije o pokretanju od strane Komisije EU-a bilo koje obustave plaćanja. | <i>u svakom slučaju bez odgode, ali ne kasnije od pet kalendarskih dana nakon što Nositelj sazna za mjeru Komisije</i> |
| Primjerak odluke o odobravanju operativnih programa, koji odgovaraju kriterijima za odabir projekta, i završna verzija operativnih programa | <i>pet kalendarskih dana nakon što Komisija EU-a odobri operativne programe</i> |
| Informacije o promjenama bilo kojeg operativnog programa | <i>pet kalendarskih dana nakon što Komisija EU-a konačno odobri promjene operativnih programa.</i> |

3. Informacije o provedbi Projekta

Nositelj je obvezan Banci dostaviti sljedeće informacije o napretku Projekta tijekom provedbe najkasnije do rokova naznačenih u nastavku.

| Dokument/informacije | Rok | Učestalost izvještavanja |
|---|---|---|
| <ul style="list-style-type: none"> - godišnje izvješće/godišnja izvješća o provedbi u vezi s provedbom operativnog programa (kako je utvrđeno u Uredbi o zajedničkim odredbama, članci 50. i 111.) <p>Dodatno uključujući:</p> <ul style="list-style-type: none"> - 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 sadržava informacije o fizičkom i financijskom napretku operativnog programa. | do 30. lipnja svake godine od 2015. do 2023. | godišnje |
| <ul style="list-style-type: none"> - godišnje izvješće o kontroli i mišljenje (kako je utvrđeno u članku 127. UZO-a) | do 30. lipnja svake godine od 2016. do 2023. | godišnje |
| <ul style="list-style-type: none"> - popis projekata u elektroničkom oblik, 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 zahtjev za dodjelu sredstava |
| <ul style="list-style-type: none"> - informacije koje traži Banka za pripremu izvješća o napretku projekta | do 30. studenoga svake godine od 2015. do 2023. | godišnje |
| <ul style="list-style-type: none"> - 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. | Komisije Europske unije | kad su dostupni |
| <ul style="list-style-type: none"> - svi dokumenti i informacije potrebni 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 rokova naznačenih u nastavku.

| Dokument/informacije | Datum dostave Banci |
|---|-------------------------|
| <ul style="list-style-type: none"> - završno izvješće/završna izvješća o provedbi operativnog programa (kako je utvrđen) - dodatno uključujući: - 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. |
| <ul style="list-style-type: none"> - završna izjava (kako je utvrđeno u članku 141. UZO-a) zajedno sa završnim izvješćem o kontroli i odobrenjem/komentarima Komisije EU-a | Komisije Europske unije |

| | |
|----------------|-----------------|
| Jezik izvješća | <i>engleski</i> |
|----------------|-----------------|

Definicija EURIBOR-a

A. EURIBOR

»EURIBOR« znači:

- (a) za relevantno razdoblje kraće od mjesec dana, objavljena kotacijska stopa (kako je utvrđeno u nastavku) za razdoblje od jednog mjeseca;
- (b) za relevantno 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 razdoblje dulje 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 dulje od trajanja relevantnog razdoblja,

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

Za potrebe prethodnih stavaka (b) i (c), »dostupan« znači stope, za određena dospijeća, koje je izračunao i objavio Global Rate Set Systems Ltd (GRSS) ili takav drugi pružatelj usluge kojega odabere Europski institut za tržišta novca (EMMI), pod sponzorstvom EMMI-ja i EURIBOR ACI-ja ili bilo kojeg slijednika te funkcije EMMI-ja i EURIBOR ACI-ja, kako odredi Banka.

»**Objavljena kotacijska stopa**« znači kamatna stopa za depozite u eurima za relevantno razdoblje kako je objavljeno u 11:00 h po briselskom vremenu, ili nekom kasnijem vremenu prihvatljivom 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 prethodno navedeni način, Banka će od glavnih podružnica četiri najveće banke u eurozoni po vlastitom izboru zatražiti da navedu stope po kojima svaka od njih nudi depozite usporedivog iznosa u eurima, u približno 11:00 h po briselskom vremenu na datum resetiranja, vodećim bankama na međubankovnom 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 vodeće banke eurozone, po izboru Banke, u približno 11:00 h po briselskom vremenu, 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 nije dostupna nikakva stopa, kako je prethodno predviđeno, 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

Za potrebe prethodno navedenih definicija:

- (a) Svi postoci koji su rezultat izračuna iz ovog Priloga, po potrebi, zaokružuju se na najbliži tisućiti dio postotnog boda, s tim da se polovine vrijednosti zaokružuju na višu vrijednost.
- (b) Banka će bez odgađanja obavijestiti Zajmoprimca o svim kotacijama koje Banka primi.
- (c) Ako bilo koja od prethodnih odredaba dođe u nesklad s odredbama usvojenim pod pokroviteljstvom EMMI-ja i EURIBOR ACI-ja (ili bilo kojeg slijednika te funkcije EMMI-ja i EURIBOR ACI-ja, kako odredi Banka), Banka može, uz obavijest Zajmoprimcu, izmijeniti i dopuniti predmetnu odredbu kako bi je uskladila s takvim drugim odredbama.

Obrazac zahtjeva za isplatu (članak 1.2.B)

Zahtjev za isplatu

REPUBLICA HRVATSKA – PROJEKT NACIONALNOG SUFINANCIRANJA EU FONDOVA U
RAZDOBLJU OD 2014. DO 2020. (SPL)/BDatum:

Molimo vas da izvršite sljedeću isplatu:

Naziv zajma (*): Datum potpisivanja (*):

FI broj ugovora:

89.118

Valuta i iznos zahtjeva

Predloženi datum isplate:

| Valuta | Iznos |
|--------|-------|
| | |

| | | | | |
|----------|---|---|----------------------------|----------------------|
| KAMATA | Osnovica kamatne stope (čl. 3.1.) | <input type="text"/> | Rezervirano za Banku | (valuta ugovora) |
| | Stopa (% ili marža) ILI (molimo navedite samo JEDNO) | <input type="text"/> | Ukupan iznos kredita: | 300,000,000 |
| | Maksimalna stopa (% ili maksimalna kamatna marža) ¹¹ | <input type="text"/> | Isplaćeno do sada: | <input type="text"/> |
| | Dinamika (čl. 3.1.) | Polugodišnje <input type="checkbox"/> | Preostalo za isplatu: | <input type="text"/> |
| | Datumi plaćanja (čl. 5.) | <input type="text"/> | Sadašnja isplata: | <input type="text"/> |
| GLAVNICA | Datum revizije/konverzije kamatne stope (ako postoji) | <input type="text"/> | Saldo nakon isplate: | <input type="text"/> |
| | Učestalost otplate | Polugodišnje <input type="checkbox"/> | Rok za isplatu: | <input type="text"/> |
| | Metodologija otplate (čl. 4.1.) | Jednaki obroci <input type="checkbox"/> | Maksimalni broj isplata: | <input type="text"/> |
| | Datum prve otplate | <input type="text"/> | Minimalna veličina tranše: | <input type="text"/> |
| | Datum dospjeća: | <input type="text"/> | Ukupne dodjele do sada: | <input type="text"/> |
| | | | 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 1.2.C.

Račun Zajmoprimca na koji će se isplatiti kredit:

Rn br.º:

(molimo navesti format IBAN u slučaju isplate 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/ovlaštenih osoba Zajmoprimca

Revizija i konverzija kamatne stope

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

A. Načini revizije/konverzije kamatne stope

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

- (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 3.1; i
- (b) da će se takva stopa primjenjivati do datuma dospijeca ili do novog datuma revizije/konverzije kamatne stope, ako će ga biti, s tim da se kamate plaćaju polugodišnje u skladu s člankom 3.1, 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 ovog 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.

Fiksne stope i marže dostupne su u razdobljima od najmanje 4 (četiri) godine ili, u slučaju da ne dođe do otplate glavnice tijekom tog razdoblja, najmanje 3 (tri) godine.

B. Učinci revizije/konverzije kamatne stope

Ako Zajmoprimac uredno prihvati pisanim putem fiksnu kamatnu stopu ili kamatnu maržu u vezi s prijedlogom 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 tranšu u cijelosti. Od datuma revizije/konverzije kamatne stope nadalje, odredbe sadržane u prijedlogu za reviziju/konverziju kamatne stope koje se odnose na novu fiksnu kamatnu stopu ili kamatnu maržu, primjenjivat će se na tranšu (ili njezin dio, kako je navedeno u zahtjevu za reviziju/konverziju kamatne stope) do novog datuma revizije/konverzije kamatne stope, ako će ga biti, ili do datuma dospijeca.

C. Neprovođenje ili djelomično provođenje 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 stranke ne provedu izmjenu i dopunu koju zahtijeva Banka sukladno prethodnom stavku A, Zajmoprimac je dužan otplatiti tranšu (ili njezin dio, kako je naznačeno u zahtjevu za reviziju/konverziju kamatne stope) na datum revizije/konverzije kamatne stope, bez naknade.

U slučaju djelomične revizije/konverzije kamatne stope, Zajmoprimac će bez naknade otplatiti, na datum revizije/konverzije kamatne stope, svaki dio tranše koji nije obuhvaćen zahtjevom za reviziju/konverziju kamatne stope i koji stoga ne podliježe reviziji/konverziji kamatne stope.

Obrazac Potvrde Zajmoprimca (članak 1.4D)

Primatelj: Europska investicijska banka

Pošiljatelj: Republika Hrvatska

Datum:

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

FI broj 89.118 Serapis broj 2014-0375

Poštovani,

pojmovi definirani u Ugovoru o financiranju imaju isto značenje kada se upotrebljavaju u ovom dopisu.

Za potrebe članka 1.4. Ugovora o financiranju ovim vam potvrđujemo sljedeće:

- (a) da nije nastupio događaj prijevremene otplate niti se nastavlja neispravljen;
- (b) da nije nastalo niti postoji osiguranje takve vrste koje je zabranjeno prema članku 7.2.;
- (c) da ne postoji nikakva značajna promjena bilo kojeg aspekta projekta ili u pogledu kojeg smo obvezni podnijeti izvješće prema članku 8.1., 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 događaj ili okolnost koja čini ili bi s vremenom ili davanjem obavijesti iz Ugovora 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 izjave i jamstva koja ćemo dati ili ponoviti u skladu s člankom 6.7. točna u svakom značajnom smislu; i
- (h) da se nije dogodila nikakva značajna negativna promjena, u usporedbi s našim stanjem na datum Ugovora o financiranju.

S poštovanjem,

Za i u ime Republike Hrvatske

Datum:

FI N° 89.118 (HR)

Serapis N° 2014-0375

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

Finance Contract

between the

Republic of Croatia

and the

European Investment Bank

Zagreb, 7 December 2018

THIS CONTRACT IS MADE BETWEEN:

The Republic of Croatia, acting by and through its Ministry of Finance, represented by the Minister of Finance, Mr Zdravko Marić, (the "Borrower")

of the first part, and

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

of the second part.

WHEREAS:

- (a) 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**").
- (b) 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 |

- (c) In order to fulfill the financing plan set out in Recital (b), the Borrower has requested from the Bank a credit of EUR 600,000,000 (six hundred million euros) (the "**Approved Credit**").
- (d) A first portion of the Approved Credit in the amount of EUR 300,000,000 (three hundred million euros) has been extended under the terms and conditions of the finance contract (FI N° 84.395) dated 30 March 2015 (the "**First Finance Contract**"). 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 second portion of the Approved Credit in an amount of EUR 300,000,000 (three hundred million euros) under this Finance Contract (the "**Contract**"); provided that the amount of the Bank loan shall not, in any case, exceed 50% (fifty per cent) of the total cost of the Project set out in Recital (b).
- (e) 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.
- (f) The Promoter will be the promoter of the individual projects (each, a "**Scheme**") described in the Technical Description to be financed under this Contract.

- (g) 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.
- (h) 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.
- (i) The Ministry of Finance, represented by the Minister of Finance, Mr. Zdravko Marić, has been authorised to sign this Contract on behalf of the Borrower.
- (j) 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.
- (k) 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 Bank's Group towards its stakeholders and the citizens of the European Union in general.
- (l) 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 European Union institutions and bodies and on the free movement of such data.

NOW THEREFORE it is hereby agreed as follows:

INTERPRETATION AND DEFINITIONS

Interpretation

In this Contract:

- (a) 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.
- (b) references to "law" or "laws" means: (a) any applicable law and any applicable treaty, constitution, statute, legislation, decree, normative act, rule, regulation, judgement, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which is binding or applicable case law; and (b) EU Law;
- (c) references to applicable law, applicable laws or applicable jurisdiction means: (a) a law or jurisdiction applicable to the Borrower, its rights and/or obligations (in each case arising out of or in connection with this Contract, its capacity and/or assets and/or the Project, and/or, as applicable, (b) a law or jurisdiction (including in each case the Bank's Statute) applicable to the Bank, its rights, obligations, capacity and/or assets;
- (d) references to a provision of law are references to that provision as amended or re-enacted.
- (e) references to any other agreement or instrument are references to that other agreement or instrument as amended, novated, supplemented, extended or restated, and
- (f) words and expressions in plural shall include singular and vice versa.

Definitions

In this Contract:

"Agreed Deferred Disbursement Date" has the meaning given to it in Article 1.5.A(2)(b).

"Allocation Letter" is the written communication sent by the Bank to the Promoter pursuant Article 1.8B.

"Allocation Request" is the request submitted to the Bank pursuant Article 1.8.A.

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

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

"Authorised Signatory" means a person authorised to sign individually or jointly (as the case may be) Disbursement Requests on behalf of the Borrower and named in the most recent List of Authorised Signatories and Accounts received by the Bank prior to the receipt of the relevant Disbursement Request.

"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 11.7 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 (a).

"Change-of-Law Event" has the meaning given to it in Article 4.3.A(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 (d).

"Contract Number" shall mean the Bank generated number identifying this Contract and indicated on the cover page of this Contract after the letters "FI N°".

"Credit" has the meaning given to it in Article 1.1.

"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 7.1.

"Deferral Indemnity" means a fee calculated on the amount of disbursement deferred or suspended being the higher of (a) 0.125% (12.5 basis points), per annum; and (b) percentage rate by which:

- (a) the interest rate that would have been applicable to such amount had it been disbursed to the Borrower on the Scheduled Disbursement Date, exceeds
- (b) 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 fee 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 Account" means, in respect of each Tranche, the bank account set out in the most recent List of Authorised Signatories and Accounts.

"Disbursement Date" means the date on which 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 1.2C.

"Disbursement Request" means a notice substantially in the form set out in Schedule C.

"Dispute" has the meaning given to it in Article 11.2.

"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 from:
 - (i) performing its payment obligations under this Contract; or
 - (ii) 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 or 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

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

“EU Law” means the *acquis communautaire* of the European Union as expressed through the Treaties of the European Union, the regulations, directives, delegated acts, implementing acts, and the case law of the Court of Justice of the European Union.

“ESIF” has the meaning given to it in Recital (a).

“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.

“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.

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

“Event of Default” means any of the circumstances, events or occurrences specified in Article 10.1.

“Final Availability Date” means 31 December 2023.

“Final Beneficiary” has the meaning given to it in Recital (a).

“First Finance Contract” has the meaning given to it in Recital (d).

“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. Such rate shall not be of negative value.

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

“Floating Rate” means a fixed-spread floating annual interest rate, determined by the Bank for each successive Floating Rate Reference Period equal to the Relevant Interbank Rate plus the Spread. If the Floating Rate for any Floating Rate Reference Period is calculated to be below zero, it will be set at zero.

"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 the 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 (e).

"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 4.3.A(2) (*Pari Passu to Non-EIB Financing*) or 4.3.A(4) (*Illegality*).

"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 the next Interest Revision/Conversion Date, if any, for an amount which, at the proposed Interest Revision/Conversion Date, is not less than an equivalent of EUR 8,000,000 (eight million euros).

"Interest Revision/Conversion Date" means the date, which shall be a Payment Date, specified by the Bank in the Disbursement Notice pursuant to Article 1.2.C.

"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) the Payment Dates chosen in accordance with the provisions of Article 3.1;
- (b) the amount of the Tranche for which the Interest Revision/Conversion shall apply; and
- (c) any further Interest Revision/Conversion Date chosen in accordance with Article 3.1.

"Joint Final Beneficiaries" means "Final Beneficiaries" under the First Finance Contract (as such term is defined in the First Finance Contract) and Final Beneficiaries under this Contract.

"Joint Schemes" means individual projects under Previous Schemes and Schemes.

"List of Authorised Signatories and Accounts" means a list, in form and substance satisfactory to the Bank, setting out: (i) the Authorised Signatories, accompanied by evidence of signing authority of the persons named on the list and specifying if they have individual or joint signing authority; (ii) the specimen signatures of such persons; and (iii) the bank account(s) to which disbursements may be made under this Contract (specified by IBAN code if the country is included in the IBAN Registry published by SWIFT, or in the appropriate account format in line with the local banking practice), BIC/SWIFT code of the bank and the name of the bank account(s) beneficiary.

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

"Loan Outstanding" means the aggregate of the amounts disbursed from time to time by the Bank under this Contract that remains outstanding.

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

"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 the Bank's 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 would be payable at Floating Rate:
 - (i) 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
 - (ii) 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 4.1(b)(iv).

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

"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.

"Non-EIB Financing" has the meaning given to it in Article 4.3.A(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 (a).

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

"Payment Date" means the semi-annual dates specified in the Disbursement Notice until and including 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 3.1 except for those cases where a payment is made in full and in relation to the Interest Revision/Conversion in accordance with Schedule D, point C when it shall mean the preceding Relevant Business Day with adjustment to the interest due under Article 3.1; 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 3.1.

"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 4.2.A or Article 4.3.A, as applicable.

"Prepayment Date" means the date, which shall be a Payment Date, on which the Borrower proposes to, or is requested by the Bank (as applicable) to, effect prepayment of a Prepayment Amount.

"Prepayment Event" means any of the events described in Article 4.3.A.

"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 (calculated as of the Prepayment Date or the date of cancellation pursuant to Article 1.6.C(2)) of the excess, if any, of:

- (a) the interest that would accrue thereafter on the Prepayment Amount over the period from the Prepayment Date, or the date of cancellation pursuant to Article 1.6.C(2), 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 4.2.C.

"Prepayment Request" means a written request from the Borrower to the Bank to prepay all or part of the Loan Outstanding, in accordance with Article 4.2.A.

"Previous Schemes" means the "Schemes" as such term is defined in the First Finance Contract and it shall encompass the individual projects that had been or are yet to be financed under the First Finance Contract.

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

"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 (a).

"Redeployment Rate" means the fixed annual rate determined by the Bank, being a rate which the Bank would apply on the day of the indemnity calculation to a loan that has the same currency 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 or cancellation is proposed or requested to be made. Such rate shall not be of negative value.

"Relevant Business Day" means 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.

"Repayment Date" shall mean each of the Payment Dates specified for the repayment of the principal of a Tranche in the Disbursement Notice, in accordance with the criteria set out in Article 4.1.

"Requested Deferred Disbursement Date" has the meaning given to it in Article 1.5.A(1)(b).

"Scheduled Disbursement Date" means the date on which a Tranche is scheduled to be disbursed in accordance with Article 1.2.C.

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

"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 (being of either positive or negative value) to the Relevant Interbank Rate, as determined by the Bank and notified to the Borrower in the relevant Disbursement Notice or in the 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 (a).

“**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 1.2.B.

ARTICLE 1

Credit and Disbursements

1.1 Amount of Credit

By this Contract the Bank establishes in favour of the Borrower, and the Borrower accepts, a credit in an amount of 300,000,000 (three hundred million euros) for the financing of the Project (the “**Credit**”).

1.2 Disbursement procedure

1.2A Tranches

The Bank shall disburse the Credit in up to 10 (ten) Tranches. The amount of each Tranche shall be in a minimum amount of EUR 30,000,000.00 (thirty million euros) or (if less) the entire undrawn balance of the Credit.

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

1.2.B 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 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 set the disbursement date for the Tranche at a date falling 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 3.1;
 - (iv) the preferred interest payment periodicity for the Tranche, chosen in accordance with Article 3.1;
 - (v) the preferred terms for repayment of principal for the Tranche, chosen in accordance with Article 4.1;
 - (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 Disbursement Account to which the disbursement of the Tranche should be made in accordance with Article 1.2.D.
- (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 signed by an Authorised Signatory with individual representation right or two or more Authorised Signatories with joint representation right.
- (d) Subject to Article 1.2.C(b), each Disbursement Request is irrevocable.

1.2.C 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 Article 1.2, 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 3.1;
 - (iv) the Payment Dates and the first interest Payment Date for the Tranche;
 - (v) the terms for repayment of principal for the Tranche, in accordance with the provisions of Article 4.1;
 - (vi) the Repayment Dates and first and the last Repayment Date for the Tranche;
 - (vii) the Interest Revision/Conversion Date, if requested by the Borrower, for the Tranche; and
 - (viii) 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 noon in Luxembourg time on the next business day when the Bank is open 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.

1.2.D Disbursement Account

Disbursement shall be made to the Disbursement Account specified in the relevant Disbursement Request, provided that such Disbursement Account is acceptable to the Bank.

Only one Disbursement Account may be specified for each Tranche.

1.3 Currency of disbursement

The Bank shall disburse each Tranche in EUR.

1.4 Conditions of disbursement

1.4.A Condition precedent to the first Disbursement Request

The Bank shall have received from the Borrower in form and substance satisfactory to the Bank:

- (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; and
- (b) the List of Authorised Signatories and Accounts;

prior to a presentation of a Disbursement Request by the Borrower. Any Disbursement Request made by the Borrower without the above documents having been received by the Bank and to its satisfaction shall be deemed not made.

1.4.B First Tranche

The disbursement of the first Tranche under Article 1.2 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 (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively), of the following documents or evidence:

- (a) 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 and the relevant documentation 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; and
- (b) evidence that each of the Borrower and the Promoter has obtained all necessary Authorisations, required in connection with this Contract and the Project.

1.4.C Second and subsequent Tranches

The disbursement of each Tranche under Article 1.2, 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 at least:
 - (A) 80% (eighty per cent) of all previously disbursed sums under the First Finance Contract and this Contract have been allocated to Joint Schemes in accordance with Article 1.8 of the First Finance Contract and this Contract; or
 - (B) 50% (fifty per cent) of all previously disbursed sums under the First Finance Contract and this Contract have been effectively paid out to Joint 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:

- (A) 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;
 - (B) 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;
 - (C) 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;
 - (D) 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
 - (E) 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.

1.4.D All Tranches

The disbursement of each Tranche under Article 1.2, 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 (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche, of the following documents or evidence:
 - (i) a certificate from the Borrower in the form of Schedule E, signed by an authorised representative of the Borrower and dated no earlier than the date falling 30 (thirty) days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively);
 - (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 legality, validity, binding effect or enforceability of the same; and
- (b) that on the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, on the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche:
 - (i) the representations and warranties which are repeated pursuant to Article 6.7 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:
 - (A) an Event of Default, or
 - (B) a Prepayment Event

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

1.5 Deferment of disbursement

1.5.A Grounds for deferment

1.5.A(1) **BORROWER'S REQUEST**

The Borrower may send a written request to the Bank requesting the deferral of the disbursement of a Notified Tranche. The written request must be received by the Bank at least 5 (five) Business Days before the Scheduled Disbursement Date of the Notified Tranche and specify:

- (a) whether the Borrower would like to defer the disbursement in whole or in part and if in part, the amount to be deferred; and
- (b) The date until which the Borrower would like to defer a disbursement of the above amount (the "**Requested Deferred Disbursement Date**"), which must be a date falling not later than:
 - (i) 6 (six) months from its Scheduled Disbursement Date;
 - (ii) 30 (thirty) days prior to the first Repayment Date; and
 - (iii) the Final Availability Date.

Upon receipt of such a written request, the Bank shall defer the disbursement of the relevant amount until the Requested Deferred Disbursement Date.

1.5.A(2) **FAILURE TO SATISFY CONDITIONS TO DISBURSEMENT**

- (a) The disbursement of a Notified Tranche shall be deferred if any condition for disbursement of such a Notified Tranche referred to in Article 1.4 is not fulfilled both:
 - (i) at the date specified for fulfilment of such condition in Article 1.4; and
 - (ii) at its Scheduled Disbursement Date (or, where Scheduled Disbursement Date has been deferred previously, the date expected for disbursement).
- (b) The Bank and the Borrower shall agree the date until which the disbursement of such Notified Tranche shall be deferred (the "**Agreed Deferred Disbursement Date**"), which must be a date falling:
 - (i) not earlier than 5 (five) Business Days following the fulfilment of all conditions of disbursement; and
 - (ii) not later than the Final Availability Date.
- (c) Without prejudice to the Bank's right to suspend and/or cancel the undisbursed portion of the Credit in whole or in part pursuant to Article 1.6B the Bank shall defer disbursement of such Notified Tranche until the Agreed Deferred Disbursement Date.

1.5.A(3) **DEFERMENT INDEMNITY**

If disbursement of a Notified Tranche is be deferred pursuant to paragraphs 1.5.A(1) or 1.5.A(2) above, the Borrower shall pay the Deferment Indemnity.

1.5.B Cancellation of a disbursement deferred by 6 (six) months

If a disbursement has been deferred by more than 6 (six) months in aggregate pursuant to Article 1.5.A, the Bank may notify the Borrower in writing that such disbursement shall be cancelled and such cancellation shall take effect on the date of such written notification. The amount of the disbursement which is cancelled by the Bank pursuant to this Article 1.5.B shall remain available for disbursement under Article 1.2.

1.6 Cancellation and suspension

1.6.A Borrower's right to cancel

- (a) The Borrower may send a written notice to the Bank requesting the cancellation of the undisbursed portion of the Credit. The written notice:

- (i) must specify whether the Borrower would like to cancel the undisbursed portion of the Credit in whole or in part and, if in part, the amount of the Credit the Borrower would like to cancel; and
- (ii) must not relate to:
 - (1) a Notified Tranche which has a Scheduled Disbursement Date falling within 5 (five) Business Days of the date of the written notice or;
 - (2) a Tranche in respect of which a Disbursement Request has been submitted but no Disbursement Notice has been issued.
- (b) Upon receipt of such written notice, the Bank shall cancel the requested undisbursed portion of the Credit with immediate effect.

1.6.B **Bank's right to suspend and cancel**

- (a) At any time upon the occurrence of the following events, the Bank may notify the Borrower in writing that the undisbursed portion of the Credit shall be suspended and/or (apart from on the occurrence of a Market Disruption Event) cancelled in whole or in part:
 - (i) Prepayment Event
 - (ii) an Event of Default;
 - (iii) 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;
 - (iv) a Market Disruption Event provided the Bank has not issued a Disbursement Notice; or
- (b) On the date of such written notification the relevant undisbursed portion of the Credit shall be suspended and/or cancelled with immediate effect. Any suspension shall continue until the Bank ends the suspension or cancels the suspended amount.

1.6.C **Indemnity for suspension and cancellation of a Tranche**

1.6.C(1) **SUSPENSION**

If the Bank suspends a Notified Tranche, whether upon the occurrence of 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.

1.6.C(2) **CANCELLATION**

- (a) If a Notified Tranche which is a Fixed Rate Tranche is cancelled:
 - (i) by the Borrower pursuant to Article 1.6.A;
 - (ii) by the Bank upon an Indemnifiable Prepayment Event or pursuant to Article 1.5.B,

the Borrower shall pay to the Bank the Prepayment Indemnity. The Prepayment 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.
- (b) If the Bank cancels a Notified Tranche upon the occurrence of an Event of Default, the Borrower shall indemnify the Bank in accordance with Article 10.3.
- (c) Save in the cases (a) and (b) above, no indemnity is payable upon cancellation of a Tranche.

1.7 **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, any part of the Credit in respect of which no Disbursement Request has been made in accordance with Article 1.2B 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.

1.8 Allocation

1.8.A **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 25,000,000.00 (twenty-five million 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 25,000,000.00 (twenty-five million euros) and requiring an EIA, the Non-Technical Summary of the EIA;
- (iv) 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;
- (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 25,000,000.00 (twenty-five million 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.

1.8.B **Allocation Letter**

If the Allocation Request or the Schemes under Article 1.8.A 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 1.8.A 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.

1.9 Reallocation Procedure

1.9.A **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 1.8.A and will be reviewed by the Bank in accordance with Article 1.8.B.

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 4.3.A(5).

1.9.B 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 1.8A 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 4.3.A(5).

1.10 Sums due under Article 1.5 and 1.6

Sums due under Articles 1.5 and 1.6 shall be payable in EUR. Sums due under Articles 1.5 and 1.6 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

2.1 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 2.3.

2.2 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.

Other payment, if any, 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.

2.3 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 4.1, 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

3.1 Rate of interest

3.1.A Fixed Rate Tranches

The Borrower shall pay interest on the outstanding balance of each Fixed Rate Tranche at the Fixed Rate semi-annually in arrear 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 5.1(a).

3.1.B **Floating Rate Tranches**

The Borrower shall pay interest on the outstanding balance of each Floating Rate Tranche at the Floating Rate semi-annually in arrear 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 1.5 and 1.6 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 5.1(b).

3.1.C **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.

3.2 **Interest on overdue sums**

Without prejudice to Article 10 and by way of exception to Article 3.1, 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:

- (a) for overdue sums related to Floating Rate Tranches, the applicable Floating Rate plus 2% (200 basis points);
- (b) for overdue sums related to Fixed Rate Tranches, the higher of (i) the applicable Fixed Rate plus 2% (200 basis points) or (ii) the Relevant Interbank Rate plus 2% (200 basis points); and
- (c) for overdue sums other than under (a) or (b) 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 3.2, the relevant periods within the meaning of Schedule B shall be successive periods of one month commencing on the due date. Any unpaid but due interest may be capitalised in conformity with article 1154 of the Luxembourg Civil Code. For the avoidance of doubt, capitalisation of interest shall occur only for interest due but unpaid for a period of more than one year. The Borrower hereby agrees in advance to have the unpaid interest due for a period of more than one year compounded and that as of the capitalisation, such unpaid interest will in turn produce interest at the interest rate set out in this Article 3.2.

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.

3.3 **Market Disruption Event**

- (a) 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 following rules shall apply.

- (b) 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 notice and shall bear charges incurred as a result, if any, in which case the Bank shall not effect the disbursement and the corresponding portion of the Credit shall remain available for disbursement under Article 1.2.B. 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.
- (c) 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

4.1 Normal repayment

- (a) The Borrower shall repay each Tranche by instalments on the Repayment Dates specified in the relevant Disbursement Notice in accordance with the terms of the amortisation table delivered pursuant to Article 2.3.
- (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 30 (thirty) 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.

4.2 Voluntary prepayment

4.2.A Prepayment option

Subject to Articles 4.2.B, 4.2.C and 4.4, 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 30 (thirty) days' prior notice specifying:

- (a) the Prepayment Amount;
- (b) the Prepayment Date;

(c) if applicable, the choice of application method of the Prepayment amount in line with Article 5.5.C(a); and

(d) the Contract Number.

The Prepayment Request shall be irrevocable.

4.2.B Prepayment indemnity

4.2.B(1) FIXED RATE TRANCHE

Subject to Article 4.2.B(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.

4.2.B(2) FLOATING RATE TRANCHE

Subject to Article 4.2.B(3) below, the Borrower may prepay a Floating Rate Tranche without indemnity on any relevant Payment Date.

4.2.B(3) REVISION/CONVERSION

Prepayment of a Tranche of Interest Revision/Conversion Date may be effected without indemnity unless the Borrower has accepted in writing a Fixed Rate under an Interest Revision/Conversion Proposal, as accepted under Article 1.2.C, or pursuant to Schedule D.

4.2.C 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 4.2.B or, as the case may be, that no indemnity is due, the method of application of the Prepayment Amount and if a Prepayment Indemnity is applicable, the deadline by which the Borrower may accept the Prepayment Notice.

If the Borrower accepts the Prepayment Notice no later than by the deadline (if any) specified in the Prepayment Notice, the Borrower shall effect the prepayment. In any other case, the Borrower may not effect the prepayment.

The Borrower shall accompany the payment of the Prepayment Amount by the payment of accrued interest and the Prepayment Indemnity, if any, due on the Prepayment Amount, as specified in the Prepayment Notice.

4.2.D Administrative Fee

If the Borrower prepays a Tranche on a date other than a relevant Payment Date, or if the Bank exceptionally accepts, solely upon the Bank's discretion, a Prepayment Request with prior notice of less than 30 (thirty) calendar days, the Borrower shall pay to the Bank an administrative fee in the amount of EUR 5,000.00 (five thousand euros) per each Tranche that is being prepaid, whereby in case of single prepayment of more than 3 (three) Tranches the administrative fee for such prepayment shall not exceed EUR 15,000.00 (fifteen thousand euros).

4.3 Compulsory prepayment

4.3.A Prepayment Events

4.3.A(1) PROJECT COST REDUCTION

If the total cost of the Project falls below the figure stated in Recital (b) 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 Outstanding up to the amount by which the Credit exceeds 50% (fifty per cent) of the total cost of the Project, together with accrued interest and all other amounts accrued and outstanding under this Contract in relation to the proportion of the Loan Outstanding to be prepaid. 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.

4.3.A(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 Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract in relation to the proportion of the Loan Outstanding to be prepaid. The proportion of the Loan Outstanding 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.

4.3.A(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/or demand prepayment of the Loan Outstanding, 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.

4.3.A(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 (a) suspend or cancel the undisbursed portion of the Credit and/or (b) 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.

4.3.A(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 has 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 1.9.B, 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.

4.3.A(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 8.1 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.

4.3.A(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.

4.3.B Prepayment mechanics

Any sum demanded by the Bank pursuant to Article 4.3.A, together with any interest or other amounts accrued or outstanding under this Contract including, without limitation, any indemnity due under Article 4.3.C, shall be paid on the date indicated by the Bank in its notice of demand.

4.3.C Prepayment indemnity

In the case of an Indemnifiable Prepayment Event, the indemnity, if any, shall be determined in accordance with Article 4.2.B.

4.4 General

4.4.A No prejudice to Article 10

This Article 4 shall not prejudice Article 10.

4.4.B No reborrowing

A repaid or prepaid amount may not be reborrowed.

ARTICLE 5

Payments

5.1 Day count convention

Any amount due by way of interest or indemnity 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.

5.2 Time and place of payment

- (a) 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.
- (b) 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.
- (c) The Borrower shall indicate the Contract Number in the payment details for each payment made hereunder.
- (d) A sum due from the Borrower shall be deemed paid when the Bank receives it.
- (e) Any disbursements by and payments to the Bank under this Contract shall be made using account(s) acceptable to the Bank. Any account in the name of the Borrower held with a duly authorised financial institution in the jurisdiction where the Borrower is incorporated or where the Project is undertaken is deemed acceptable to the Bank.

5.3 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.

5.4 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 5.4.

5.5 Application of sums received

5.5.A General

Sums received from the Borrower shall only discharge its payment obligations if received in accordance with the terms of this Contract.

5.5.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:

- (a) first, in or towards pro rata to each of any unpaid fees, costs, indemnities and expenses due under this Contract;
- (b) secondly, in or towards payment of any accrued interest due but unpaid under this Contract;
- (c) thirdly, in or towards payment of any principal due but unpaid under this Contract; and
- (d) fourthly, in or towards payment of any other sum due but unpaid under this Contract.

5.5.C Allocation of sums related to Tranches

- (a) In case of:
 - (i) 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,
 - (ii) 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.
- (b) Sums received by the Bank following a demand under Article 10.1 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.
- (c) 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

6.1 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 1.8, subject to Article 1.4.

The Borrower shall have available to it the other funds listed in Recital (b) and that such funds shall be expended, to the extent required, on the financing of the Schemes included in the Project.

6.2 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.

6.3 Increased cost of Project

If the total cost of the Project exceeds the estimated figure set out in Recital (b), 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.

6.4 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.

6.5 Continuing Project undertakings

6.5.A 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 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 6.5.A(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:**

- (i) 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:
 - (A) 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;
 - (B) the requirement that the relevant contractor keeps books and records of all financial transactions and expenditures in connection with the relevant Scheme; and
 - (C) 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;
- (ii) ensure that:
 - (A) it keeps books and records of all financial transactions and expenditures in connection with the relevant Scheme;
 - (B) 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 on-lent 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 on-lending 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 of 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/registar>.

6.5.B Promoter

The Promoter shall:

- (a) ensure that a Project Implementation Unit is in place and fully functional, dealing with allocation requests and regular reporting and monitoring;
- (b) 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;
- (c) 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:
 - (i) ex-post confirmation of eligible Schemes for all Schemes with total costs not exceeding EUR 25,000,000.00 (twenty-five million euros);
 - (ii) 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;
 - (iii) ex-ante individual approval for all projects with a cost above EUR 50,000,000.00 (fifty million euros);
- (d) 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;
- (e) 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;
- (f) invite the Bank as an observer to meetings of the Monitoring Committees;
- (g) 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;
- (h) ensure that there is no double-financing of the Schemes with other loans by the Bank with the same Final Beneficiary;

- (i) promptly inform the Bank when the implementation of any allocated Scheme is suspended or the Scheme is cancelled;
- (j) 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;
- (k) promptly notify the Bank on any audit reports carried out by the Independent Audit Authority, the EU Commission and the Court of Audit; and
- (l) 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

6.6 Compliance with laws

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.

6.7 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.

6.8 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.

6.9 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.

7.1 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 10.1 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 a 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.

7.2 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.

7.3 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

8.1 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;
 - (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; and
 - (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.

8.2 Information concerning the Borrower, the Promoter and the Final Beneficiaries

The Borrower shall:

- (a) deliver to the Bank from time to time, such information concerning:

- (i) its general financial situation; and
 - (ii) customer due diligence matters of, or for, the Borrower and the Promoter to comply with the "know your customer" (KYC) or similar identification procedures, as the Bank may deem necessary or may reasonably require to be provided within a reasonable time, and
- (b) 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 10.1 having occurred or being threatened or anticipated;
 - (vi) unless prohibited 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 (A) the agents of the Borrower with control and/or decision making power over the Loan or the Project or (B) the management bodies or agents of the Promoter with control and/or decision making power over the Loan or the Project or (C) the management bodies of any Final Beneficiary in connection with Criminal Offences related to the Credit, the Loan or the Project;
 - (vii) of any measure taken by the Borrower or the Promoter pursuant to Article 6.8;
 - (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 6.5.A(f)(i).

8.3 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.

8.4 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****9.1 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 any withholding or deduction of any national or local impositions whatsoever; required by law or under an agreement with a government authority or otherwise. If the Borrower is obliged to make any such withholding or deduction, it will gross up the payment to the Bank so that after withholding or deduction, the net amount received by the Bank is equivalent to the sum due.

9.2 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.

9.3 Increased costs, indemnity and set-off

- (a) The Borrower shall pay to the Bank any costs 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 which occurs 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 full 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****10.1 Right to demand repayment**

The Borrower shall repay all or part of the Loan Outstanding (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.

10.1.A **Immediate demand**

The Bank may make such demand immediately without prior notice (*mise en demeure préalable*) or any judicial or extra judicial step:

- (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.

10.1.B **Demand after notice to remedy**

The Bank may also make such demand without prior notice (*mise en demeure préalable*) or any judicial or extra judicial step (without prejudice to any notice referred to below):

- (a) if the Borrower fails to comply with any provision of this Contract not being an obligation mentioned in Article 10.1.A; 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.

10.2 **Other rights at law**

Article 10.1 shall not restrict any other right of the Bank at law to require prepayment of the Loan Outstanding.

10.3 **Indemnity**

10.3.A **Fixed Rate Tranches**

In case of demand under Article 10.1 in respect of any Fixed Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with the indemnity on any amount of principal

due to be prepaid. Such indemnity shall (i) 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, and (ii) be for the amount communicated by the Bank to the Borrower as the present value (calculated as of the date of the prepayment) of the excess, if any, of:

- (a) the interest that would accrue thereafter on the amount prepaid over the period from the date of prepayment 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 of the applicable Tranche.

10.3.B **Floating Rate Tranches**

In case of demand under Article 10.1 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 applicable 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.

10.3.C **General**

Amounts due by the Borrower pursuant to this Article 10.3 shall be payable on the date specified in the Bank's demand.

10.4 **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

11.1 **Governing Law**

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

11.2 **Jurisdiction**

- (a) The courts of Luxembourg-City 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 Luxembourg-City are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

11.3 **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.

11.4 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.

11.5 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.

11.6 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.

11.7 Amendments

Any amendment to this Contract shall be made in writing and, other than as set out in Article 1.8B in respect of allocation procedures, with an agreement between the Bank and the Borrower and shall be signed by the parties hereto.

11.8 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****12.1 Notices**

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 by the Ministry of Finance with copy to the Ministry of Regional Development and EU Funds.

12.1.A Form of Notice

- (a) Any notice or other communication given under this Contract must be in writing and, unless otherwise stated, may be made by letter, electronic mail and facsimile.
- (b) Notices and other communications for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter, facsimile or by electronic mail. Such notices and communications shall be deemed to have been received by the other party:
 - (i) on the date of delivery in relation to a hand-delivered or registered letter;

- (ii) on receipt of transmission in relation to a facsimile;
 - (iii) in the case of any electronic mail sent by the Borrower to the Bank, only when actually received in readable form and only if it is addressed in compliance with Articles 12.1.B and 12.1.C below;
 - (iv) in the case of any electronic mail sent by the Bank to the Borrower (other than those attaching a Disbursement Notice), when the electronic mail is actually received in readable form (and the Borrower, if so requested by the Bank, shall promptly provide to the Bank written confirmation of receipt in readable form) and only if it is addressed in compliance with Articles 12.1.B and 12.1.C below; or
 - (v) in the case of any electronic mail sent by the Bank to the Borrower and attaching a Disbursement Notice, when the electronic mail is sent.
- (c) Any notice provided by the Borrower to the Bank by electronic mail shall:
- (i) mention the contract number (FI n.) in the subject line; and
 - (ii) be in the form of a non-editable electronic image (pdf, tif or other common non editable file format agreed between the parties) of the notice signed by duly empowered authorised signatory or signatories, attached to the electronic mail.
- (d) Notices issued by the Borrower pursuant to any provision of this Contract shall, where required by the Bank, be delivered to the Bank together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons (to the extent such evidence has not yet been provided or the relevant authorised persons and/or their powers and/or authority have changed since).
- (e) Without affecting the validity of electronic mail or facsimile notices or communication made in accordance with this article 12.1, the following notices, communications and documents shall also be sent by registered letter to the relevant party at the latest on the immediately following Business Day:
- (i) Disbursement Request;
 - (ii) revocation of a Disbursement Request according to Article 1.2.C(b);
 - (iii) any notices and communication in respect of the deferment, cancellation and suspension of a disbursement of any Tranche, interest revision or conversion of any Tranche, Market Disruption Event, Prepayment Request, Prepayment Notice, Event of Default, any demand for prepayment, and
 - (iv) any other notice, communication or document required by the Bank.
- (f) The parties agree that any above communication (including via electronic mail) is an accepted form of communication and shall constitute admissible evidence in court.

12.1.B Addresses

The address, fax number and electronic mail address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication to be made or document to be delivered under or in connection with this Contract is:

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
 E-mail address: EIB-MA Implementation@eib.org

For the Borrower:

Ministry of Finance:

Attention: Ministry of Finance
 Katanciceva, 5
 10000 Zagreb
 Croatia
 Facsimile no.: +385 1 4922 598
 E-mail address: sectorifr@mfin.hr

Ministry of Regional Development and EU
 Funds:

Attention: Ministry of Regional Development
 and European Union Funds
 Miramarska 22
 10000 Zagreb
 Croatia
 Facsimile no.: +385 1 6400 644
 E-mail address: skppp@mrrfeu.hr

12.1.C **Notification of communication details**

The Bank and the Borrower shall promptly notify the other party in writing of any change in their respective communication details.

12.2 **English language**

- (a) Any notice or communication given under or in connection with this Contract must be in English.
- (b) All other documents provided under or in connection with this Contract must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Bank, accompanied by a certified English translation and, in this case, the English translation will prevail.

12.3 **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 | Form of Disbursement Request |
| Schedule D | Interest Rate Revision and Conversion |
| Schedule E | Form of Certificate from Borrower |

12.4 **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 7 December 2018

Signed for and on behalf of
THE REPUBLIC OF CROATIA
The Minister of Finance

Signed for and on behalf of
EUROPEAN INVESTMENT BANK
The Vice-President

Zdravko MARIĆ

Dario SCANNAPIECO

Project Specification and Reporting

A.1 Technical Description (Article 6.2)

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.

¹ http://www.eib.org/attachments/strategies/eib_statement_esps_en.pdf or any successor web link thereof.

- 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.1.6.3 Template for Roads

Project: CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL) / B

Oper. No: 2014-0375

Contract No: 89.118 (HR)

| 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) | | | | | | | |
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| | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | |

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 |
| 6 | Justification/Notes/ERR | Defects according to standard codes in use and adopted by national road authorities 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) / B

Oper. No: 2014-0375

Contract No: 89.118 (HR)

| 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 | | | | | | | |
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| | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | |

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 (SPL) / B | | | | | | | | | | | | | | | |
|---------------------|--------------------------|---|------------------|--------------------------|---|------------------------|---|-----------------------|-----------------------------|--------------------------------------|---------------------------|------------------------|---|-----------------------|----------------------------|----------------------|------------------------------|
| Oper. No: | | 2014-0375 | | Contract No: 89.118 (HR) | | | | | | | | | | | | | |
| 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) | | |
| | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | | |
| 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 benefiting 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 (SPL) / B

Oper. No: 2014-0375

Contract No: 89.118 (HR)

| 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 | | | | | | | | | | | | | | | |

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 of 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) / B

2014-0375

| | |
|-------------------------------------|---|
| <u>Scheme Name:</u> | <u>Scheme promoter:</u> |
| | <u>Location:</u> |
| <u>Scheme reference number:</u> | <u>Sector:</u> |
| <u>Implementing body:</u> | <u>Type:</u> new project/ extension/ rehabilitation |
| | <u>Date:</u> |
| | <u>Signature of the Promoter :</u> |
| <u>Contact Person:</u> | |
| <u>Contact (e-mail, telephone):</u> | |

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(ies) 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 PRIRODE²**

Nadležno tijelo:

nakon što je ispitalo prijedlog projekta³

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 PRIRODE⁴**

Nadležno tijelo

nakon što je ispitalo prijedlog projekta⁵

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 prirode¹.

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 PRIRODE⁶**

Nadležno tijelo

nakon što je ispitalo⁷ 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 UTJECAJA⁸

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 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 svojoj 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 ili 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 prioriternih staništa/vrsta)

☞ ljudsko zdravlje

☞ javna sigurnost

☞ korisne posljedice od prvenstvene važnosti za okoliš

☞ ostali imperativni razlozi pretežućeg javnog interesa

Opis i obrazloženje prevage tih razloga⁹:

⁹ Potrebna razina detaljnosti može se razlikovati ovisno o tome dostavlja li se obavijest na uvid ili radi dobivanja mišljenja.

5. KOMPENZACIJSKE MJERE¹⁰

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 detaljnosti 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 | <i>Ministry of Finance</i> | <i>Ministry of Regional Development and European Union Funds</i> |
| Contact person | <i>Silvija Belajec</i> | <i>Natalija Šimunović</i> |
| Title | <i>Head of Sector</i> | <i>Head of Service</i> |
| Function / Department financial and technical | <i>Head of Sector for European Union and International Financial Relations</i> | <i>Service for Coordination in Project Preparation and Implementation</i> |
| Address | <i>Katančićeva 5 10000 Zagreb Croatia</i> | <i>Miramarska 22 10000 Zagreb Croatia</i> |
| Phone | <i>+385-1-4591 258</i> | <i>+385-1-4569 118</i> |
| Email | <i>silvija.belajec@mfin.hr</i> | <i>Natalija.simunovic@mrrfeu.hr</i> |

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 | <i>in every case without delay but not later than 5 calendar days after the Promoter becomes aware of the Commission action</i> |
| Information on the initiation by the EU Commission of any suspension of payments | <i>in every case without delay but not later than 5 calendar days after the Promoter becomes aware of the EU Commission action</i> |
| Copy of the decision approving the Operational Programmes, corresponding project selection criteria, and the final version of the OPs | <i>5 calendar days after final approval of the OPs by the EU Commission</i> |
| Information about changes in any of the Operational Programmes | <i>5 calendar days after final approval of the changes in the OPs by the EU Commission</i> |

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 |
|---|--|--|
| <ul style="list-style-type: none"> - annual implementation report(s) on the implementation of the operational programme (as defined in the Common Provisions Regulation art 50 and 111) <p>Additionally including:</p> <ul style="list-style-type: none"> - 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 |
| <ul style="list-style-type: none"> - annual control report and opinion (as defined in Article 127 of CPR) | by 30 June each year from 2016 to 2023 | Annually |
| <ul style="list-style-type: none"> - 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 |
| <ul style="list-style-type: none"> - information as required for the Bank for the preparation of a project progress report | by 30 November each year from 2015 to 2023 | Annually |
| <ul style="list-style-type: none"> - 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 |
| <ul style="list-style-type: none"> - 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 |
|------------------------|------------------------------|
| | |

| | |
|--|-------------------------|
| <ul style="list-style-type: none"> - 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 |
| <ul style="list-style-type: none"> - 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 | <i>English</i> |
|----------------------------|----------------|

Definition 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 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 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

Form of Disbursement Request (Article 1.2.B)

Disbursement Request

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

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. 3.1) | <input type="text"/> | Reserved for the Bank | (contract currency) |
| | Rate (% or Spread) | <input type="text"/> | Total Credit Amount: | <input type="text" value="300,000,000"/> |
| | OR (please indicate only ONE) | <input type="text"/> | Disbursed to date: | <input type="text"/> |
| | Maximum Rate (% or Maximum Spread) ¹¹ | <input type="text"/> | Balance <u>for</u> disbursement: | <input type="text"/> |
| | Frequency (Art. 3.1) | Semi-annual <input type="checkbox"/> | Current disbursement: | <input type="text"/> |
| | Payment Dates (Art. 5) | <input type="text"/> | Balance <u>after</u> disbursement: | <input type="text"/> |
| CAPITAL | Interest Revision/Conversion date (if any) | <input type="text"/> | Disbursement deadline: | <input type="text"/> |
| | Repayment frequency | Semi-annual <input type="checkbox"/> | Max. number of disbursements: | <input type="text"/> |
| | Repayment methodology (Art. 4.1) | Equal instalments <input type="checkbox"/> | Minimum Tranche size: | <input type="text"/> |
| | First repayment date | <input type="text"/> | Total allocations to date: | <input type="text"/> |
| | Maturity Date: | <input type="text"/> | 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 1.2.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 DInterest 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 of its part indicated in the Interest Revision/Conversion Request pursuant to Article 3.1; 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 semi-annually in accordance with Article 3.1, in arrear on designated Payment Dates.

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

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

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.

B. Effects of Interest Revision/Conversion

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

Prior to the Interest Revision/Conversion Date, the relevant provisions of the Contract and Disbursement Notice shall apply to the Tranche in its entirety. From and including the Interest Revision/Conversion Date onwards, the provisions contained in the Interest Revision/Conversion Proposal relating to the new Fixed Rate or Spread shall apply to the Tranche (or any part thereof, as indicated in the Interest Revision/Conversion Request) until the new Interest Revision/Conversion Date, if any, or until the Maturity Date.

C. No or Partial 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 the part thereof, as indicated in the Interest Revision/Conversion Request) on the Interest Revision/Conversion Date, without indemnity.

In case of a partial Interest Revision/Conversion, the Borrower will repay, without indemnity, on the Interest Revision/Conversion Date any part of the Tranche which was not covered by the Interest Revision/Conversion Request and which is therefore not subject to the Interest Revision/Conversion.

Form of Certificate from Borrower (Article 1.4D)

To: European Investment Bank

From: The Republic of Croatia

Date:

Subject: Finance Contract between the Republic of Croatia and the European Investment Bank dated ● (the "Finance Contract")

FI number 89.118 Serapis number 2014-0375

Dear Sirs,

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

For the purposes of Article 1.4 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 7.2 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 8.1, 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 6.7 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 the Republic of Croatia

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/B, 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.

Prilog – Preslika teksta Ugovora u izvorniku na engleskom jeziku



FI N° 89.118 (HR)
Serapis N° 2014-0375

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

Finance Contract

between the

Republic of Croatia

and the

European Investment Bank

Zagreb, 7 December 2018

THIS CONTRACT IS MADE BETWEEN:

The Republic of Croatia, acting by (the "Borrower")
and through its Ministry of Finance,
represented by the Minister of
Finance, Mr Zdravko Marić,

of the first part, and

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

of the second part.

WHEREAS:

(a) 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").

(b) 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 |

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

(d) A first portion of the Approved Credit in the amount of EUR 300,000,000 (three hundred million euros) has been extended under the terms and conditions of the finance contract (FI N° 84.395) dated 30 March 2015 (the "First Finance Contract"). 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 second portion of the Approved Credit in an amount of EUR 300,000,000 (three hundred million euros) under this Finance Contract (the "Contract"); provided that the amount of the Bank loan shall not, in any case, exceed 50% (fifty per cent) of the total cost of the Project set out in Recital (b).

(e) 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.

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

- (g) 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.
- (h) 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.
- (i) The Ministry of Finance, represented by the Minister of Finance, Mr. Zdravko Marić, has been authorised to sign this Contract on behalf of the Borrower.
- (j) 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.
- (k) 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 Bank's Group towards its stakeholders and the citizens of the European Union in general.
- (l) 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 European Union institutions and bodies and on the free movement of such data.

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NOW THEREFORE it is hereby agreed as follows:

INTERPRETATION AND DEFINITIONS

Interpretation

In this Contract:

- (a) 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.
- (b) references to "law" or "laws" means: (a) any applicable law and any applicable treaty, constitution, statute, legislation, decree, normative act, rule, regulation, judgement, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which is binding or applicable case law; and (b) EU Law;
- (c) references to applicable law, applicable laws or applicable jurisdiction means: (a) a law or jurisdiction applicable to the Borrower, its rights and/or obligations (in each case arising out of or in connection with this Contract, its capacity and/or assets and/or the Project; and/or, as applicable, (b) a law or jurisdiction (including in each case the Bank's Statute) applicable to the Bank, its rights, obligations, capacity and/or assets;
- (d) references to a provision of law are references to that provision as amended or re-enacted.
- (e) references to any other agreement or instrument are references to that other agreement or instrument as amended, novated, supplemented, extended or restated, and
- (f) words and expressions in plural shall include singular and vice versa.

Definitions

In this Contract:

"Agreed Deferred Disbursement Date" has the meaning given to it in Article 1.5.A(2)(b).

"Allocation Letter" is the written communication sent by the Bank to the Promoter pursuant Article 1.8B.

"Allocation Request" is the request submitted to the Bank pursuant Article 1.8.A.

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

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

"Authorised Signatory" means a person authorised to sign individually or jointly (as the case may be) Disbursement Requests on behalf of the Borrower and named in the most recent List of Authorised Signatories and Accounts received by the Bank prior to the receipt of the relevant Disbursement Request.

"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 11.7 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 (a).

"Change-of-Law Event" has the meaning given to it in Article 4.3.A(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 (d).

"Contract Number" shall mean the Bank generated number identifying this Contract and indicated on the cover page of this Contract after the letters "FIN".

"Credit" has the meaning given to it in Article 1.1.

"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 7.1.

"Deferment Indemnity" means a fee calculated on the amount of disbursement deferred or suspended being the higher of (a) 0.125% (12.5 basis points), per annum; and (b) percentage rate by which:

- (a) the interest rate that would have been applicable to such amount had it been disbursed to the Borrower on the Scheduled Disbursement Date, exceeds
- (b) 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 fee 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 Account" means, in respect of each Tranche, the bank account set out in the most recent List of Authorised Signatories and Accounts.

"Disbursement Date" means the date on which 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 1.2C.

"Disbursement Request" means a notice substantially in the form set out in Schedule C.

"Dispute" has the meaning given to it in Article 11.2.

"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 from:
 - (i) performing its payment obligations under this Contract; or
 - (ii) 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 or 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

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

"EU Law" means the *acquis communautaire* of the European Union as expressed through the Treaties of the European Union, the regulations, directives, delegated acts, implementing acts, and the case law of the Court of Justice of the European Union.

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

"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.

"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.

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

"Event of Default" means any of the *circumstances, events or occurrences specified in Article 10.1.*

"Final Availability Date" means 31 December 2023.

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

"First Finance Contract" has the meaning given to it in Recital (d).

"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. Such rate shall not be of negative value.

"Fixed Rate Tranche" means a Tranche on which the Fixed Rate is applied.

"Floating Rate" means a fixed-spread floating annual interest rate, determined by the Bank for each successive Floating Rate Reference Period equal to the Relevant Interbank Rate plus the Spread. If the Floating Rate for any Floating Rate Reference Period is calculated to be below zero, it will be set at zero.

"**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 the 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 (e).

"**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 4.3.A(2) (*Pari Passu to Non-EIB Financing*) or 4.3.A(4) (*Illegality*).

"**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 the next Interest Revision/Conversion Date, if any, for an amount which, at the proposed Interest Revision/Conversion Date, is not less than an equivalent of EUR 8,000,000 (eight million euros).

"**Interest Revision/Conversion Date**" means the date, which shall be a Payment Date, specified by the Bank in the Disbursement Notice pursuant to Article 1.2.C.

"**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) the Payment Dates chosen in accordance with the provisions of Article 3.1;
- (b) the amount of the Tranche for which the Interest Revision/Conversion shall apply; and
- (c) any further Interest Revision/Conversion Date chosen in accordance with Article 3.1.

"**Joint Final Beneficiaries**" means "Final Beneficiaries" under the First Finance Contract (as such term is defined in the First Finance Contract) and Final Beneficiaries under this Contract.

"**Joint Schemes**" means individual projects under Previous Schemes and Schemes.

"**List of Authorised Signatories and Accounts**" means a list, in form and substance satisfactory to the Bank, setting out: (i) the Authorised Signatories, accompanied by evidence of signing authority of the persons named on the list and specifying if they have individual or joint signing authority; (ii) the specimen signatures of such persons; and (iii) the bank account(s) to which disbursements may be made under this Contract (specified by IBAN code if the country is included in the IBAN Registry published by SWIFT, or in the appropriate account format in line with the local banking practice), BIC/SWIFT code of the bank and the name of the bank account(s) beneficiary.

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

"**Loan Outstanding**" means the aggregate of the amounts disbursed from time to time by the Bank under this Contract that remains outstanding.

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

"**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 the Bank's 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 would be payable at Floating Rate:
- (i) 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
- (ii) 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 4.1(b)(iv).

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

"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.

"Non-EIB Financing" has the meaning given to it in Article 4.3.A(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 (a).

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

"Payment Date" means the semi-annual dates specified in the Disbursement Notice until and including 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 3.1 except for those cases where a payment is made in full and in relation to the Interest Revision/Conversion in accordance with Schedule D, point C when it shall mean the preceding Relevant Business Day with adjustment to the interest due under Article 3.1; 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 3.1.

"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 4.2.A or Article 4.3.A, as applicable.

"Prepayment Date" means the date, which shall be a Payment Date, on which the Borrower proposes to, or is requested by the Bank (as applicable) to, effect prepayment of a Prepayment Amount.

"Prepayment Event" means any of the events described in Article 4.3.A.

"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 (calculated as of the Prepayment Date or the date of cancellation pursuant to Article 1.6.C(2)) of the excess, if any, of:

- (a) the interest that would accrue thereafter on the Prepayment Amount over the period from the Prepayment Date, or the date of cancellation pursuant to Article 1.6.C(2), 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 4.2.C.

"Prepayment Request" means a written request from the Borrower to the Bank to prepay all or part of the Loan Outstanding, in accordance with Article 4.2.A.

"Previous Schemes" means the "Schemes" as such term is defined in the First Finance Contract and it shall encompass the individual projects that had been or are yet to be financed under the First Finance Contract.

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

"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 (a).

"Redeployment Rate" means the fixed annual rate determined by the Bank, being a rate which the Bank would apply on the day of the indemnity calculation to a loan that has the same currency 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 or cancellation is proposed or requested to be made. Such rate shall not be of negative value.

"Relevant Business Day" means 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.

"Repayment Date" shall mean each of the Payment Dates specified for the repayment of the principal of a Tranche in the Disbursement Notice, in accordance with the criteria set out in Article 4.1.

"Requested Deferred Disbursement Date" has the meaning given to it in Article 1.5.A(1)(b).

"Scheduled Disbursement Date" means the date on which a Tranche is scheduled to be disbursed in accordance with Article 1.2.C.

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

"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 (being of either positive or negative value) to the Relevant Interbank Rate, as determined by the Bank and notified to the Borrower in the relevant Disbursement Notice or in the 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 (a).

"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 1.2.B.

ARTICLE 1

Credit and Disbursements

1.1 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 (three hundred million euros) for the financing of the Project (the "Credit").

1.2 Disbursement procedure

1.2A Tranches

The Bank shall disburse the Credit in up to 10 (ten) Tranches. The amount of each Tranche shall be in a minimum amount of EUR 30,000,000.00 (thirty million euros) or (if less) the entire undrawn balance of the Credit.

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

1.2.B 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 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 set the disbursement date for the Tranche at a date falling 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 3.1;
 - (iv) the preferred interest payment periodicity for the Tranche, chosen in accordance with Article 3.1;
 - (v) the preferred terms for repayment of principal for the Tranche, chosen in accordance with Article 4.1;
 - (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 Disbursement Account to which the disbursement of the Tranche should be made in accordance with Article 1.2.D.

- (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 signed by an Authorised Signatory with individual representation right or two or more Authorised Signatories with joint representation right.
- (d) Subject to Article 1.2.C(b), each Disbursement Request is irrevocable.

1.2.C 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 Article 1.2, 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 3.1;
 - (iv) the Payment Dates and the first interest Payment Date for the Tranche;
 - (v) the terms for repayment of principal for the Tranche, in accordance with the provisions of Article 4.1;
 - (vi) the Repayment Dates and first and the last Repayment Date for the Tranche;
 - (vii) the Interest Revision/Conversion Date, if requested by the Borrower, for the Tranche; and
 - (viii) 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 noon in Luxembourg time on the next business day when the Bank is open 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.

1.2.D Disbursement Account

Disbursement shall be made to the Disbursement Account specified in the relevant Disbursement Request, provided that such Disbursement Account is acceptable to the Bank.

Only one Disbursement Account may be specified for each Tranche.

1.3 Currency of disbursement

The Bank shall disburse each Tranche in EUR.

1.4 Conditions of disbursement

1.4.A **Condition precedent to the first Disbursement Request**

The Bank shall have received from the Borrower in form and substance satisfactory to the Bank:

- (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; and
- (b) the List of Authorised Signatories and Accounts;

prior to a presentation of a Disbursement Request by the Borrower. Any Disbursement Request made by the Borrower without the above documents having been received by the Bank and to its satisfaction shall be deemed not made.

1.4.B **First Tranche**

The disbursement of the first Tranche under Article 1.2 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 (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively), of the following documents or evidence:

- (a) 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 and the relevant documentation 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; and
- (b) evidence that each of the Borrower and the Promoter has obtained all necessary Authorisations, required in connection with this Contract and the Project.

1.4.C **Second and subsequent Tranches**

The disbursement of each Tranche under Article 1.2, 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 at least:
 - (A) 80% (eighty per cent) of all previously disbursed sums under the First Finance Contract and this Contract have been allocated to Joint Schemes in accordance with Article 1.8 of the First Finance Contract and this Contract; or
 - (B) 50% (fifty per cent) of all previously disbursed sums under the First Finance Contract and this Contract have been effectively paid out to Joint 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:
 - (A) 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;

- (B) 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;
 - (C) 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;
 - (D) 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
 - (E) 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.

1.4.D All Tranches

The disbursement of each Tranche under Article 1.2, 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 (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche, of the following documents or evidence:
 - (i) a certificate from the Borrower in the form of Schedule E, signed by an authorised representative of the Borrower and dated no earlier than the date falling 30 (thirty) days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively);
 - (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 legality, validity, binding effect or enforceability of the same; and
- (b) that on the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, on the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche:
 - (i) the representations and warranties which are repeated pursuant to Article 6.7 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:
 - (A) an Event of Default, or
 - (B) a Prepayment Event

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

1.5 Deferment of disbursement

1.5.A Grounds for deferment

1.5.A(1) BORROWER'S REQUEST

The Borrower may send a written request to the Bank requesting the deferral of the disbursement of a Notified Tranche. The written request must be received by the Bank at least 5 (five) Business Days before the Scheduled Disbursement Date of the Notified Tranche and specify:

- (a) whether the Borrower would like to defer the disbursement in whole or in part and if in part, the amount to be deferred; and
- (b) The date until which the Borrower would like to defer a disbursement of the above amount (the "**Requested Deferred Disbursement Date**"), which must be a date falling not later than:
 - (i) 6 (six) months from its Scheduled Disbursement Date;
 - (ii) 30 (thirty) days prior to the first Repayment Date; and
 - (iii) the Final Availability Date.

Upon receipt of such a written request, the Bank shall defer the disbursement of the relevant amount until the Requested Deferred Disbursement Date.

1.5.A(2) FAILURE TO SATISFY CONDITIONS TO DISBURSEMENT

- (a) The disbursement of a Notified Tranche shall be deferred if any condition for disbursement of such a Notified Tranche referred to in Article 1.4 is not fulfilled both:
 - (i) at the date specified for fulfilment of such condition in Article 1.4; and
 - (ii) at its Scheduled Disbursement Date (or, where Scheduled Disbursement Date has been deferred previously, the date expected for disbursement).
- (b) The Bank and the Borrower shall agree the date until which the disbursement of such Notified Tranche shall be deferred (the "**Agreed Deferred Disbursement Date**"), which must be a date falling:
 - (i) not earlier than 5 (five) Business Days following the fulfilment of all conditions of disbursement; and
 - (ii) not later than the Final Availability Date.
- (c) Without prejudice to the Bank's right to suspend and/or cancel the undisbursed portion of the Credit in whole or in part pursuant to Article 1.6B the Bank shall defer disbursement of such Notified Tranche until the Agreed Deferred Disbursement Date.

1.5.A(3) DEFERMENT INDEMNITY

If disbursement of a Notified Tranche is be deferred pursuant to paragraphs 1.5.A(1) or 1.5.A(2) above, the Borrower shall pay the Deferment Indemnity.

1.5.B Cancellation of a disbursement deferred by 6 (six) months

If a disbursement has been deferred by more than 6 (six) months in aggregate pursuant to Article 1.5.A, the Bank may notify the Borrower in writing that such disbursement shall be cancelled and such cancellation shall take effect on the date of such written notification. The amount of the disbursement which is cancelled by the Bank pursuant to this Article 1.5.B shall remain available for disbursement under Article 1.2.

1.6 Cancellation and suspension

1.6.A Borrower's right to cancel

- (a) The Borrower may send a written notice to the Bank requesting the cancellation of the undisbursed portion of the Credit. The written notice:

- (i) must specify whether the Borrower would like to cancel the undisbursed portion of the Credit in whole or in part and, if in part, the amount of the Credit the Borrower would like to cancel; and
- (ii) must not relate to:
 - (1) a Notified Tranche which has a Scheduled Disbursement Date falling within 5 (five) Business Days of the date of the written notice or;
 - (2) a Tranche in respect of which a Disbursement Request has been submitted but no Disbursement Notice has been issued.
- (b) Upon receipt of such written notice, the Bank shall cancel the requested undisbursed portion of the Credit with immediate effect.

1.6.B Bank's right to suspend and cancel

- (a) At any time upon the occurrence of the following events, the Bank may notify the Borrower in writing that the undisbursed portion of the Credit shall be suspended and/or (apart from on the occurrence of a Market Disruption Event) cancelled in whole or in part:
 - (i) Prepayment Event
 - (ii) an Event of Default;
 - (iii) 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;
 - (iv) a Market Disruption Event provided the Bank has not issued a Disbursement Notice; or
- (b) On the date of such written notification the relevant undisbursed portion of the Credit shall be suspended and/or cancelled with immediate effect. Any suspension shall continue until the Bank ends the suspension or cancels the suspended amount.

1.6.C Indemnity for suspension and cancellation of a Tranche

1.6.C(1) SUSPENSION

If the Bank suspends a Notified Tranche, whether upon the occurrence of 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.

1.6.C(2) CANCELLATION

- (a) If a Notified Tranche which is a Fixed Rate Tranche is cancelled:
 - (i) by the Borrower pursuant to Article 1.6.A;
 - (ii) by the Bank upon an Indemnifiable Prepayment Event or pursuant to Article 1.5.B,

the Borrower shall pay to the Bank the Prepayment Indemnity. The Prepayment 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.

- (b) If the Bank cancels a Notified Tranche upon the occurrence of an Event of Default, the Borrower shall indemnify the Bank in accordance with Article 10.3.
- (c) Save in the cases (a) and (b) above, no indemnity is payable upon cancellation of a Tranche.

1.7 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, any part of the Credit in respect of which no Disbursement Request has been made in accordance with Article 1.2B 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.

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1.8 Allocation

1.8.A 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 25,000,000.00 (twenty-five million 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 25,000,000.00 (twenty-five million euros) and requiring an EIA, the Non-Technical Summary of the EIA;
- (iv) 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;
- (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 25,000,000.00 (twenty-five million 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.

1.8.B Allocation Letter

If the Allocation Request or the Schemes under Article 1.8.A 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 1.8.A 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.

1.9 Reallocation Procedure

1.9.A 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 1.8.A and will be reviewed by the Bank in accordance with Article 1.8.B.

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 4.3.A(5).

1.9.B 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 1.8A 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 4.3.A(5).

1.10 Sums due under Article 1.5 and 1.6

Sums due under Articles 1.5 and 1.6 shall be payable in EUR. Sums due under Articles 1.5 and 1.6 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

2.1 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 2.3.

2.2 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.

Other payment, if any, 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.

2.3 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 4.1, 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

3.1 Rate of interest

3.1.A Fixed Rate Tranches

The Borrower shall pay interest on the outstanding balance of each Fixed Rate Tranche at the Fixed Rate semi-annually in arrear 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 5.1(a).

3.1.B Floating Rate Tranches

The Borrower shall pay interest on the outstanding balance of each Floating Rate Tranche at the Floating Rate semi-annually in arrear 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 1.5 and 1.6 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 5.1(b).

3.1.C 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.

3.2 Interest on overdue sums

Without prejudice to Article 10 and by way of exception to Article 3.1, 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:

- (a) for overdue sums related to Floating Rate Tranches, the applicable Floating Rate plus 2% (200 basis points);
- (b) for overdue sums related to Fixed Rate Tranches, the higher of (i) the applicable Fixed Rate plus 2% (200 basis points) or (ii) the Relevant Interbank Rate plus 2% (200 basis points); and
- (c) for overdue sums other than under (a) or (b) 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 3.2, the relevant periods within the meaning of Schedule B shall be successive periods of one month commencing on the due date. Any unpaid but due interest may be capitalised in conformity with article 1154 of the Luxembourg Civil Code. For the avoidance of doubt, capitalisation of interest shall occur only for interest due but unpaid for a period of more than one year. The Borrower hereby agrees in advance to have the unpaid interest due for a period of more than one year compounded and that as of the capitalisation, such unpaid interest will in turn produce interest at the interest rate set out in this Article 3.2.

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.

3.3 Market Disruption Event

- (a) 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 following rules shall apply.

- (b) 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 notice and shall bear charges incurred as a result, if any, in which case the Bank shall not effect the disbursement and the corresponding portion of the Credit shall remain available for disbursement under Article 1.2.B. 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.
- (c) 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

4.1 Normal repayment

- (a) The Borrower shall repay each Tranche by instalments on the Repayment Dates specified in the relevant Disbursement Notice in accordance with the terms of the amortisation table delivered pursuant to Article 2.3.
- (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 30 (thirty) 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.

4.2 Voluntary prepayment

4.2.A Prepayment option

Subject to Articles 4.2.B, 4.2.C and 4.4, 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 30 (thirty) days' prior notice specifying:

- (a) the Prepayment Amount;
- (b) the Prepayment Date;
- (c) if applicable, the choice of application method of the Prepayment amount in line with Article 5.5.C(a); and
- (d) the Contract Number.

The Prepayment Request shall be irrevocable.

4.2.B **Prepayment indemnity**

4.2.B(1) **FIXED RATE TRANCHE**

Subject to Article 4.2.B(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.

4.2.B(2) **FLOATING RATE TRANCHE**

Subject to Article 4.2.B(3) below, the Borrower may prepay a Floating Rate Tranche without indemnity on any relevant Payment Date.

4.2.B(3) **REVISION/CONVERSION**

Prepayment of a Tranche of Interest Revision/Conversion Date may be effected without indemnity unless the Borrower has accepted in writing a Fixed Rate under an Interest Revision/Conversion Proposal, as accepted under Article 1.2.C, or pursuant to Schedule D.

4.2.C **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 4.2.B or, as the case may be, that no indemnity is due, the method of application of the Prepayment Amount and if a Prepayment Indemnity is applicable, the deadline by which the Borrower may accept the Prepayment Notice.

If the Borrower accepts the Prepayment Notice no later than by the deadline (if any) specified in the Prepayment Notice, the Borrower shall effect the prepayment. In any other case, the Borrower may not effect the prepayment.

The Borrower shall accompany the payment of the Prepayment Amount by the payment of accrued interest and the Prepayment Indemnity, if any, due on the Prepayment Amount, as specified in the Prepayment Notice.

4.2.D **Administrative Fee**

If the Borrower prepays a Tranche on a date other than a relevant Payment Date, or if the Bank exceptionally accepts, solely upon the Bank's discretion, a Prepayment Request with prior notice of less than 30 (thirty) calendar days, the Borrower shall pay to the Bank an administrative fee in the amount of EUR 5,000.00 (five thousand euros) per each Tranche that is being prepaid, whereby in case of single prepayment of more than 3 (three) Tranches the administrative fee for such prepayment shall not exceed EUR 15,000.00 (fifteen thousand euros).

4.3 **Compulsory prepayment**

4.3.A **Prepayment Events**

4.3.A(1) **PROJECT COST REDUCTION**

If the total cost of the Project falls below the figure stated in Recital (b) 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 Outstanding up to the amount by which the Credit exceeds 50% (fifty per cent) of the total cost of the Project, together with accrued interest and all other amounts accrued and outstanding under this Contract in relation to the proportion of the Loan Outstanding to be prepaid. 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.

4.3.A(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 Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract in relation to the proportion of the Loan Outstanding to be prepaid. The proportion of the Loan Outstanding 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.

4.3.A(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/or demand prepayment of the Loan Outstanding, 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.

4.3.A(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 (a) suspend or cancel the undisbursed portion of the Credit and/or (b) 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.

4.3.A(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 has 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 1.9.B, 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.

4.3.A(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 8.1 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.

4.3.A(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.

4.3.B Prepayment mechanics

Any sum demanded by the Bank pursuant to Article 4.3.A, together with any interest or other amounts accrued or outstanding under this Contract including, without limitation, any indemnity due under Article 4.3.C, shall be paid on the date indicated by the Bank in its notice of demand.

4.3.C Prepayment indemnity

In the case of an Indemnifiable Prepayment Event, the indemnity, if any, shall be determined in accordance with Article 4.2.B.

4.4 General

4.4.A No prejudice to Article 10

This Article 4 shall not prejudice Article 10.

4.4.B No reborrowing

A repaid or prepaid amount may not be reborrowed.

ARTICLE 5

Payments

5.1 Day count convention

Any amount due by way of interest or indemnity 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.

5.2 Time and place of payment

- (a) 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.
- (b) 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.
- (c) The Borrower shall indicate the Contract Number in the payment details for each payment made hereunder.
- (d) A sum due from the Borrower shall be deemed paid when the Bank receives it.
- (e) Any disbursements by and payments to the Bank under this Contract shall be made using account(s) acceptable to the Bank. Any account in the name of the Borrower held with a duly authorised financial institution in the jurisdiction where the Borrower is incorporated or where the Project is undertaken is deemed acceptable to the Bank.

5.3 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.

5.4 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 5.4.

5.5 Application of sums received

5.5.A General

Sums received from the Borrower shall only discharge its payment obligations if received in accordance with the terms of this Contract.

5.5.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:

- (a) first, in or towards pro rata to each of any unpaid fees, costs, indemnities and expenses due under this Contract;
- (b) secondly, in or towards payment of any accrued interest due but unpaid under this Contract;
- (c) thirdly, in or towards payment of any principal due but unpaid under this Contract; and
- (d) fourthly, in or towards payment of any other sum due but unpaid under this Contract.

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5.5.C Allocation of sums related to Tranches

- (a) In case of:
- (i) 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,
 - (ii) 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.
- (b) Sums received by the Bank following a demand under Article 10.1 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.
- (c) 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

6.1 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 1.8, subject to Article 1.4.

The Borrower shall have available to it the other funds listed in Recital (b) and that such funds shall be expended, to the extent required, on the financing of the Schemes included in the Project.

6.2 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.

6.3 Increased cost of Project

If the total cost of the Project exceeds the estimated figure set out in Recital (b), 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.

6.4 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.

6.5 Continuing Project undertakings

6.5.A 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 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 6.5.A(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:**
 - (i) 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:
 - (A) 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;
 - (B) the requirement that the relevant contractor keeps books and records of all financial transactions and expenditures in connection with the relevant Scheme; and
 - (C) 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;

- (ii) ensure that:
 - (A) it keeps books and records of all financial transactions and expenditures in connection with the relevant Scheme;
 - (B) 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 on-lent 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 on-lending 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 of 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/register> .

6.5.B Promoter

The Promoter shall:

- (a) ensure that a Project Implementation Unit is in place and fully functional, dealing with allocation requests and regular reporting and monitoring;
- (b) 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;
- (c) 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:
 - (i) ex-post confirmation of eligible Schemes for all Schemes with total costs not exceeding EUR 25,000,000.00 (twenty-five million euros);
 - (ii) 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;
 - (iii) ex-ante individual approval for all projects with a cost above EUR 50,000,000.00 (fifty million euros);
- (d) 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;
- (e) 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;
- (f) invite the Bank as an observer to meetings of the Monitoring Committees;
- (g) 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;
- (h) ensure that there is no double-financing of the Schemes with other loans by the Bank with the same Final Beneficiary;
- (i) promptly inform the Bank when the implementation of any allocated Scheme is suspended or the Scheme is cancelled;
- (j) 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;
- (k) promptly notify the Bank on any audit reports carried out by the Independent Audit Authority, the EU Commission and the Court of Audit; and
- (l) 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

6.6 Compliance with laws

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.

6.7 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.

6.8 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.

6.9 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.

7.1 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 10.1 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 a 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.

7.2 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.

7.3 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

8.1 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;
 - (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; and
 - (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.

8.2 Information concerning the Borrower, the Promoter and the Final Beneficiaries

The Borrower shall:

- (a) deliver to the Bank from time to time, such information concerning:
 - (i) its general financial situation; and
 - (ii) customer due diligence matters of, or for, the Borrower and the Promoter to comply with the "know your customer" (KYC) or similar identification procedures, as the Bank may deem necessary or may reasonably require to be provided within a reasonable time, and

- (b) 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 10.1 having occurred or being threatened or anticipated;
 - (vi) unless prohibited 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 (A) the agents of the Borrower with control and/or decision making power over the Loan or the Project or (B) the management bodies or agents of the Promoter with control and/or decision making power over the Loan or the Project or (C) the management bodies of any Final Beneficiary in connection with Criminal Offences related to the Credit, the Loan or the Project;
 - (vii) of any measure taken by the Borrower or the Promoter pursuant to Article 6.8;
 - (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 6.5.A(f)(i).

8.3 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.

8.4 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

9.1 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 any withholding or deduction of any national or local impositions whatsoever; required by law or under an agreement with a government authority or otherwise. If the Borrower is obliged to make any such withholding or deduction, it will gross up the payment to the Bank so that after withholding or deduction, the net amount received by the Bank is equivalent to the sum due.

9.2 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.

9.3 Increased costs, indemnity and set-off

- (a) The Borrower shall pay to the Bank any costs 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 which occurs 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 full 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

10.1 Right to demand repayment

The Borrower shall repay all or part of the Loan Outstanding (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.

10.1.A Immediate demand

The Bank may make such demand immediately without prior notice (*mise en demeure préalable*) or any judicial or extra judicial step:

- (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.

10.1.B Demand after notice to remedy

The Bank may also make such demand without prior notice (*mise en demeure préalable*) or any judicial or extra judicial step (without prejudice to any notice referred to below):

- (a) if the Borrower fails to comply with any provision of this Contract not being an obligation mentioned in Article 10.1.A; 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.

10.2 Other rights at law

Article 10.1 shall not restrict any other right of the Bank at law to require prepayment of the Loan Outstanding.

10.3 Indemnity

10.3.A Fixed Rate Tranches

In case of demand under Article 10.1 in respect of any Fixed Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with the indemnity on any amount of principal due to be prepaid. Such indemnity shall (i) 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, and (ii) be for the amount communicated by the Bank to the Borrower as the present value (calculated as of the date of the prepayment) of the excess, if any, of:

- (a) the interest that would accrue thereafter on the amount prepaid over the period from the date of prepayment 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 of the applicable Tranche.

10.3.B **Floating Rate Tranches**

In case of demand under Article 10.1 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 applicable 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.

10.3.C **General**

Amounts due by the Borrower pursuant to this Article 10.3 shall be payable on the date specified in the Bank's demand.

10.4 **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

11.1 **Governing Law**

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

11.2 **Jurisdiction**

- (a) The courts of Luxembourg-City 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 Luxembourg-City are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

11.3 **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.

11.4 **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.

11.5 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.

11.6 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.

11.7 Amendments

Any amendment to this Contract shall be made in writing and, other than as set out in Article 1.8B in respect of allocation procedures, with an agreement between the Bank and the Borrower and shall be signed by the parties hereto.

11.8 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

12.1 Notices

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 by the Ministry of Finance with copy to the Ministry of Regional Development and EU Funds.

12.1.A Form of Notice

- (a) Any notice or other communication given under this Contract must be in writing and, unless otherwise stated, may be made by letter, electronic mail and facsimile.
- (b) Notices and other communications for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter, facsimile or by electronic mail. Such notices and communications shall be deemed to have been received by the other party:
 - (i) on the date of delivery in relation to a hand-delivered or registered letter;
 - (ii) on receipt of transmission in relation to a facsimile;
 - (iii) in the case of any electronic mail sent by the Borrower to the Bank, only when actually received in readable form and only if it is addressed in compliance with Articles 12.1.B and 12.1.C below;

- (iv) in the case of any electronic mail sent by the Bank to the Borrower (other than those attaching a Disbursement Notice), when the electronic mail is actually received in readable form (and the Borrower, if so requested by the Bank, shall promptly provide to the Bank written confirmation of receipt in readable form) and only if it is addressed in compliance with Articles 12.1.B and 12.1.C below; or
 - (v) in the case of any electronic mail sent by the Bank to the Borrower and attaching a Disbursement Notice, when the electronic mail is sent.
- (c) Any notice provided by the Borrower to the Bank by electronic mail shall:
- (i) mention the contract number (FI n.) in the subject line; and
 - (ii) be in the form of a non-editable electronic image (pdf, tif or other common non editable file format agreed between the parties) of the notice signed by duly empowered authorised signatory or signatories, attached to the electronic mail.
- (d) Notices issued by the Borrower pursuant to any provision of this Contract shall, where required by the Bank, be delivered to the Bank together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons (to the extent such evidence has not yet been provided or the relevant authorised persons and/or their powers and/or authority have changed since).
- (e) Without affecting the validity of electronic mail or facsimile notices or communication made in accordance with this article 12.1, the following notices, communications and documents shall also be sent by registered letter to the relevant party at the latest on the immediately following Business Day:
- (i) Disbursement Request;
 - (ii) revocation of a Disbursement Request according to Article 1.2.C(b);
 - (iii) any notices and communication in respect of the deferment, cancellation and suspension of a disbursement of any Tranche, interest revision or conversion of any Tranche, Market Disruption Event, Prepayment Request, Prepayment Notice, Event of Default, any demand for prepayment, and
 - (iv) any other notice, communication or document required by the Bank.
- (f) The parties agree that any above communication (including via electronic mail) is an accepted form of communication and shall constitute admissible evidence in court.

12.1.B Addresses

The address, fax number and electronic mail address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication to be made or document to be delivered under or in connection with this Contract is:

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
E-mail address: EIB-MA Implementation@eib.org

For the Borrower:
Ministry of Finance:

Attention: Ministry of Finance
Katanciceva, 5
10000 Zagreb
Croatia
Facsimile no.: +385 1 4922 598
E-mail address: sectorifr@mfin.hr

Ministry of Regional Development and EU
Funds:

Attention: Ministry of Regional Development
and European Union Funds
Miramarska 22
10000 Zagreb
Croatia
Facsimile no.: +385 1 6400 644
E-mail address: skppp@mrrfeu.hr

12.1.C Notification of communication details

The Bank and the Borrower shall promptly notify the other party in writing of any change in their respective communication details.

12.2 English language

- (a) Any notice or communication given under or in connection with this Contract must be in English.
- (b) All other documents provided under or in connection with this Contract must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Bank, accompanied by a certified English translation and, in this case, the English translation will prevail.

12.3 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 | Form of Disbursement Request |
| Schedule D | Interest Rate Revision and Conversion |
| Schedule E | Form of Certificate from Borrower |

12.4 Entry into force

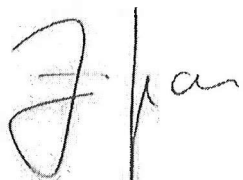
This Contract shall enter into force on the date of entry into force of the law of its ratification.

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 7 December 2018

Signed for and on behalf of
THE REPUBLIC OF CROATIA

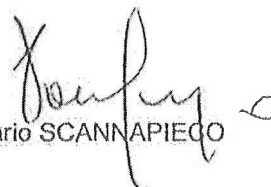
The Minister of Finance



Zdravko MARIĆ

Signed for and on behalf of
EUROPEAN INVESTMENT BANK

The Vice-President



Dario SCANNAPIECO



Project Specification and Reporting

A.1 Technical Description (Article 6.2)

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.

¹ http://www.eib.org/attachments/strategies/elb_statement_eps_en.pdf, or any successor web link thereof.

- 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.1.6.3 Template for Roads

Project: CROATIA EU FUNDS CO-FINANCING 2014-2020 (SPL) / B

Oper. No: 2014-0375

Contract No: 89.118 (HR)

| 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) | | | | | | | |
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| | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | |

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) / B

Oper. No: 2014-0375

Contract No: 89.118 (HR)

| 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 | | | | | | | |
| | | | | | | | | | | | | |
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| | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | |

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 (SPL) / B

Oper. No: 2014-0375

Contract No: 89.118 (HR)

| 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) |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | |

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 benefiting 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.1.7 Project Fiche for schemes with a cost between EUR 25m and EUR 50m

PROJECT FICHE

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

2014-0375

| | |
|---|--|
| <p><u>Scheme Name:</u></p> <p><u>Scheme reference number:</u></p> <p><u>Implementing body:</u></p> <p><u>Contact Person:</u></p> <p><u>Contact (e-mail, telephone):</u></p> | <p><u>Scheme promoter:</u></p> <p><u>Location:</u></p> <p><u>Sector:</u></p> <p><u>Type:</u> new project/ extension/ rehabilitation</p> <p><u>Date:</u></p> <p><u>Signature of the Promoter :</u></p> |
|---|--|

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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| | | | | | |
|------|------|------|------|----|-------|
| 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(ies) 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);

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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:

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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 PRIRODE²**

Nadležno tijelo:

nakon što je ispitalo prijedlog projekta³

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.

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Organizacija:

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

Službeni pečat:

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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 PRIRODE⁴

Nadležno tijelo

nakon što je ispitalo prijedlog projekta⁵

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 prirode¹.

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.

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Obrazac B – Rizik značajnog utjecaja – FORM B

PODACI TIJELA NADLEŽNOG ZA PRAĆENJE STANJA
NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE⁶

Nadležno tijelo,
nakon što je ispitalo⁷ 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 UTJECAJA⁸

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 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)

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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 prioriternih staništa/vrsta)

☞ ljudsko zdravlje

☞ javna sigurnost

☞ korisne posljedice od prvenstvene važnosti za okoliš

☞ ostali imperativni razlozi pretežućeg javnog interesa

Opis i obrazloženje prevage tih razloga⁹:

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

5. KOMPENZACIJSKE MJERE¹⁰

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 detaljnosti 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 | <i>Ministry of Finance</i> | <i>Ministry of Regional Development and European Union Funds</i> |
| Contact person | <i>Silvija Belajec</i> | <i>Natalija Šimunović</i> |
| Title | <i>Head of Sector</i> | <i>Head of Service</i> |
| Function / Department financial and technical | <i>Head of Sector for European Union and International Financial Relations</i> | <i>Service for Coordination in Project Preparation and Implementation</i> |
| Address | <i>Katančićeva 5 10000 Zagreb Croatia</i> | <i>Miramarska 22 10000 Zagreb Croatia</i> |
| Phone | <i>+385-1-4591 258</i> | <i>+385-1-4569 118</i> |
| Email | <i>silvija.belajec@mfin.hr</i> | <i>Natalija.simunovic@mrrfeu.hr</i> |

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 | <i>in every case without delay but not later than 5 calendar days after the Promoter becomes aware of the Commission action</i> |
| Information on the initiation by the EU Commission of any suspension of payments | <i>in every case without delay but not later than 5 calendar days after the Promoter becomes aware of the EU Commission action</i> |
| Copy of the decision approving the Operational Programmes, corresponding project selection criteria, and the final version of the OPs | <i>5 calendar days after final approval of the OPs by the EU Commission</i> |
| Information about changes in any of the Operational Programmes | <i>5 calendar days after final approval of the changes in the OPs by the EU Commission</i> |

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 |
|---|--|--|
| <ul style="list-style-type: none"> - annual implementation report(s) on the implementation of the operational programme (as defined in the Common Provisions Regulation art 50 and 111) <p>Additionally including:</p> <ul style="list-style-type: none"> - 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 |
| <ul style="list-style-type: none"> - annual control report and opinion (as defined in Article 127 of CPR) | by 30 June each year from 2016 to 2023 | Annually |
| <ul style="list-style-type: none"> - 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 |
| <ul style="list-style-type: none"> - information as required for the Bank for the preparation of a project progress report | by 30 November each year from 2015 to 2023 | Annually |
| <ul style="list-style-type: none"> - 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 |
| <ul style="list-style-type: none"> - 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 |
|------------------------|------------------------------|
| | |

| | |
|--|-------------------------|
| <ul style="list-style-type: none"> - 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 |
| <ul style="list-style-type: none"> - 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 | <i>English</i> |
|----------------------------|----------------|

Definition 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 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 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.

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Schedule C

Form of Disbursement Request (Article 1.2.B)

Disbursement Request

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

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. 3.1) | <input type="text"/> | Reserved for the Bank | (contract currency) |
| | Rate (% or Spread) | <input type="text"/> | Total Credit Amount: | <input type="text" value="300,000,000"/> |
| | OR (please indicate only ONE) | <input type="text"/> | Disbursed to date: | <input type="text"/> |
| | Maximum Rate (% or Maximum Spread) ¹¹ | <input type="text"/> | Balance for disbursement: | <input type="text"/> |
| | Frequency (Art. 3.1) | Semi-annual <input type="checkbox"/> | Current disbursement: | <input type="text"/> |
| | Payment Dates (Art. 5) | <input type="text"/> | Balance after disbursement: | <input type="text"/> |
| | Interest Revision/Conversion date (if any) | <input type="text"/> | Disbursement deadline: | <input type="text"/> |
| CAPITAL | Repayment frequency | Semi-annual <input type="checkbox"/> | Max. number of disbursements: | <input type="text"/> |
| | Repayment methodology (Art. 4.1) | Equal instalments <input type="checkbox"/> | Minimum Tranche size: | <input type="text"/> |
| | First repayment date | <input type="text"/> | Total allocations to date: | <input type="text"/> |
| | Maturity Date: | <input type="text"/> | 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 1.2.C.

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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):

Handwritten marks, possibly initials or a signature.

Handwritten mark, possibly a signature.

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 of its part indicated in the Interest Revision/Conversion Request pursuant to Article 3.1; 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 semi-annually in accordance with Article 3.1, in arrear on designated Payment Dates.

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

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

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.

B. Effects of Interest Revision/Conversion

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

Prior to the Interest Revision/Conversion Date, the relevant provisions of the Contract and Disbursement Notice shall apply to the Tranche in its entirety. From and including the Interest Revision/Conversion Date onwards, the provisions contained in the Interest Revision/Conversion Proposal relating to the new Fixed Rate or Spread shall apply to the Tranche (or any part thereof, as indicated in the Interest Revision/Conversion Request) until the new Interest Revision/Conversion Date, if any, or until the Maturity Date.

C. No or Partial 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 the part thereof, as indicated in the Interest Revision/Conversion Request) on the Interest Revision/Conversion Date, without indemnity.

In case of a partial Interest Revision/Conversion, the Borrower will repay, without indemnity, on the Interest Revision/Conversion Date any part of the Tranche which was not covered by the Interest Revision/Conversion Request and which is therefore not subject to the Interest Revision/Conversion.

Form of Certificate from Borrower (Article 1.4D)

To: European Investment Bank

From: The Republic of Croatia

Date:

Subject: Finance Contract between the Republic of Croatia and the European Investment Bank dated ● (the "Finance Contract")

FI number 89.118 Serapis number 2014-0375

Dear Sirs,

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

For the purposes of Article 1.4 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 7.2 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 8.1, 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 6.7 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 the Republic of Croatia

Date: