

ZAKON

O POTVRĐIVANJU UGOVORA O ZAJMU (PROJEKAT SOLARNO-TERMALNE ELEKTRANE U NOVOM SADU) IZMEĐU REPUBLIKE SRBIJE I EVROPSKE BANKE ZA OBNOVU I RAZVOJ

Član 1.

Potvrđuje se Ugovor o zajmu (Projekat solarno-termalne elektrane u Novom Sadu) između Republike Srbije i Evropske banke za obnovu i razvoj, koji je potpisan 27. decembra 2024. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Ugovora o zajmu (Projekat solarno-termalne elektrane u Novom Sadu) između Republike Srbije i Evropske banke za obnovu i razvoj, u originalu na engleskom jeziku i prevodu na srpski jezik glasi:

LOAN AGREEMENT
(Novi Sad Solar-Thermal Plant Project)

between

THE REPUBLIC OF SERBIA

and

EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT

Dated 27 December 2024

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LOAN AGREEMENT

AGREEMENT dated 27 December 2024 between **THE REPUBLIC OF SERBIA** (the "Borrower") and **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT** (the "Bank").

PREAMBLE

(A) WHEREAS, the Bank has been established to provide financing for specific projects to foster the transition towards open market-oriented economies and to promote private and entrepreneurial initiative in certain countries committed to and applying the principles of multiparty democracy, pluralism and market economics;

(B) WHEREAS, the Borrower intends to implement the project described in Schedule 1 (*Description of the Project*) which is designed to assist in financing the construction of a large-scale solar-thermal plant in Novi Sad with solar collector fields, a seasonal heat storage, heat pump and an e-Boiler (the "**Project**");

(C) WHEREAS, the Project will be carried out by JKP "Novosadska Toplana" Novi Sad, the district heating company of Novi Sad (the "**Project Entity**") and wholly owned by the City of Novi Sad (the "**City**") with the assistance from the Borrower acting through the Ministry of Mining and Energy in accordance with the terms of a project agreement to be entered into between the Bank, the Borrower represented by the Ministry of Mining and Energy, and the Project Entity on the date about the date hereof (the "**Project Agreement**" and as defined in the Standard Terms and Conditions);

(D) WHEREAS, the Borrower has requested assistance from the Bank in financing part of the Project;

(E) WHEREAS the Project is part of the Green Cities Framework 3 Window 2 ("**Green Cities Framework**") and is included the Green City Action Plan ("**GCAP**") being developed by the City. Through the GCAP, the City identified, and is currently prioritising, its most pressing environmental challenges with targeted investments and policy actions to address them;

(F) WHEREAS the Borrower (represented by the Ministry of Finance) wishes to borrow, and EBRD wishes to lend up to one hundred and five million Euros (EUR 105,000,000) subject to the terms and conditions set forth or referred to in this Agreement and the Project Agreement. The Borrower retains the right to borrow less, following the approval decision of the investment grant by the WBIF;

(H) WHEREAS, subject to approval, the Bank also wishes to make available to the Borrower an investment grant provided by the European Union ("**EU**") through the Western Balkans Investment Framework ("**WBIF**") in the amount of up to 20% of the total project cost pursuant to a grant agreement to be entered into between the WBIF and the Borrower (the "**WBIF Investment Grant Agreement**"); and

(I) WHEREAS, the Borrower acting through the Ministry of Mining and Energy, the Project Entity and the City shall enter into a trilateral agreement on or around the date of this agreement for the purposes of defining responsibilities related to the Project (a "**Project Support Agreement**").

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I - STANDARD TERMS AND CONDITIONS; DEFINITIONS

Section 1.01. Incorporation of Standard Terms and Conditions

All of the provisions of the Bank's Standard Terms and Conditions dated 5 November 2021 are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein (the "**Standard Terms and Conditions**").

Section 1.02. Definitions

Wherever used in this Agreement (including the Preamble and Schedules), unless stated otherwise or the context otherwise requires, the terms defined in the Preamble have the respective meanings given to them therein, the terms defined in the Standard Terms and Conditions have the respective meanings given to them therein and the following terms have the following meanings:

"Borrower's Authorised Representative"	means the Minister of Finance of the Borrower.
"Enforcement Policy and Procedures"	means the Bank's Enforcement Policy and Procedures dated 4 October 2017.
"Environmental and Social Action Plan"	means the plan of environmental and social mitigation and improvement measures specifying environmental and social performance criteria, standards, policies, procedures, practices, capital investments and implementation schedules, including measures to achieve and maintain compliance with EBRD Performance Requirements 1-8 and 10 dated April 2019 to be agreed between the Bank, the Borrower, represented by MoME and the Project Entity prior to the signing of the Agreement; and which once agreed may be amended only with the prior written consent of the Bank.
"Fiscal Year"	means the Borrower's fiscal year commencing on 1 January of each year.
"Loan"	means, collectively, the Tranche 1 Loan and the Tranche 2 Loan, each referred to in Section 2.01 or, as the context may require, the principal amount thereof from time to time outstanding.

“Margin”	means in relation to each of the Tranche 1 Loan and the Tranche 2 Loan, one per cent (1%) per annum.
“MoME”	means the Ministry of Mining and Energy of the Borrower.
“PIU”	means the project implementation unit, including the team of professional and support staff with the necessary administrative powers as well as physical and financial resources necessary to implement the Project.
“Tranche 1 Loan”	means the Tranche 1 Loan referred to in Section 2.01(a), or as the context may otherwise require, the principal amount thereof outstanding from time to time.
“Tranche 2 Loan”	means the amount referred to in Section 2.01(b), or as the context may otherwise require, the principal amount thereof outstanding from time to time.
“Tranche 2 Availability Date”	means the date as of which the Tranche 2 Loan has become committed and available for Drawdowns as notified by the Bank to the Borrower

Section 1.03. Interpretation

In this Agreement, a reference to a specified Article, Section or Schedule shall, except where stated otherwise in this Agreement, be construed as a reference to that specified Article or Section of, or Schedule to, this Agreement.

ARTICLE II - PRINCIPAL TERMS OF THE LOAN

Section 2.01. Amount and Currency

The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of up to EUR 105,000,000 (one hundred and five million Euro) which consists of:

- (a) the Tranche 1 Loan of EUR 85,000,000 (eighty-five million Euros) (the “**Tranche 1 Loan**”).
- (b) the Tranche 2 Loan of EUR 20,000,000 (twenty million Euros) (the “**Tranche 2 Loan**”).

Section 2.02. Other Financial Terms of the Loan

- (a) The Minimum Drawdown Amount shall be EUR 1,500,000.
- (b) The Minimum Prepayment Amount shall be EUR 1,000,000.
- (c) The Minimum Cancellation Amount shall be EUR 1,000,000.
- (d) The Interest Payment Dates shall be 15 April and 15 October of each year.
- (e) (1) The Borrower shall repay the Tranche 1 Loan in 22 equal (or as nearly equal as possible) semi-annual instalments on 15 April and 15 October of each year, with the first Loan Repayment Date being 15 April 2029 and the last Loan Repayment Date being 15 October 2039.

(2) Notwithstanding the foregoing, in the event that (i) the Borrower does not draw down the entire Loan amount prior to the first Loan Repayment Date specified in this Section 2.02(e), and (ii) the Bank extends the Last Availability Date specified in Section 2.02(f) below to a date which falls after such first Loan Repayment Date, then the amount of each drawdown made on or after the first Loan Repayment Date shall be allocated for repayment in equal amounts to the several Loan Repayment Dates which fall after the date of such drawdown (with the Bank adjusting the amounts so allocated as necessary so as to achieve whole numbers in each case). The Bank shall, from time to time, notify the Borrower of such allocations.
- (f) Notwithstanding anything to the contrary, express or implied, in this Agreement, the Tranche 2 Loan is uncommitted and accordingly the Bank shall have no obligation to make any disbursements under the Tranche 2 Loan unless it, (1) has received the Borrower's request to make Tranche 2 committed on or before 31 March 2025 or such later date agreed in writing with Bank; (2) has evidence that the WBIF Grant will not be provided by the EU to the Borrower and (3) shall have determined in its sole and absolute discretion that it is prepared to make Tranche 2 Loan available for disbursement and (4) shall have notified the Borrower of such positive determination (if any).
- (g) The Last Availability Date for the Tranche 1 Loan shall be the date of the fourth anniversary of the date of this Agreement. and for the Tranche 2 Loan shall be the date of the fourth anniversary of the Tranche 2 Loan Availability Date, or such later date that the Bank may in its discretion establish and notify to the Borrower. If the Available Amount, or any part thereof, is subject to a Fixed Interest Rate (in case if the Borrower would exercise its right to elect to pay interest at a Fixed Interest rate under Section 2.02(h) below), and the Bank postpones the Last Availability Date, the Borrower shall promptly pay to the Bank such amount of Unwinding Costs as shall, from time to time, be notified by the Bank in writing to the Borrower.
- (h) The rate of the Commitment Charge shall be: 0.5% per annum on the undisbursed amount of each of the Tranche 1 Loan and the Tranche 2 Loan. The Commitment Charge shall accrue, on the Tranche 1 Loan, sixty (60) days after the date of the Loan Agreement. The Commitment Charge shall accrue, on the Tranche 2 Loan sixty (60) days after the Tranche 2 Loan Availability Date. The Commitment Charge shall be payable on the Available Amount of the Tranche 1 Loan and the Tranche 2 Loan, respectively, on each Interest Payment Date (even though no interest may be payable on such date) commencing, for the Tranche 1 Loan, on the first Interest Payment Date following the Effective Date and for the Tranche 2 Loan,

on the first Interest Payment Date following sixty (60) days after the Tranche 2 Availability Date.

(i) The Loan may be subject to a Variable Interest Rate. Notwithstanding the foregoing, the Borrower may, as an alternative to paying interest at a Variable Interest Rate on all or any portion of the Loan then outstanding, elect to pay interest at a Fixed Interest Rate on such portion of the Loan in accordance with Section 3.04(c) of the Standard Terms and Conditions.

(j) The Borrower shall pay to the Bank the Front-end Commission equal to one per cent (1 %) of the Tranche 1 Loan and the Tranche 2 Loan. The Bank shall, on behalf of the Borrower, withdraw such amount from the Available Amount of the Tranche 1 Loan on the Effective Date, or within seven (7) days thereafter and from the Available Amount of the Tranche 2 Loan on the Tranche 2 Availability Date, or within seven days (thereafter) and pay to itself the amount of such front-end commission.

Section 2.03. Drawdowns

The Available Amount may be drawn down from time to time in accordance with the provisions of Schedule 2 to finance (1) expenditures made (or, if the Bank so agrees, to be made) in respect of the reasonable cost of goods, works and services required for the Project and (2) the Front-end Commission.

ARTICLE III - EXECUTION OF THE PROJECT

Section 3.01. Other Affirmative Project Covenants

In addition to the general undertakings set forth in Articles IV and V of the Standard Terms and Conditions, the Borrower acting through MoME shall, unless the Bank otherwise agrees:

- (a) make available to the Project Entity, pursuant to an agreement in form and substance satisfactory to the Bank, the proceeds of the Loan on terms and conditions acceptable to the Bank;
- (b) cause all goods, works and services financed out of the proceeds of the Loan to be used exclusively for the purposes of the Project;
- (c) delegate to the Project Entity the day-to-day management of the Project, including, but not limited to, the consolidated financial and procurement management;
- (d) perform all its obligations under the Project Agreement;
- (e) cause the Project Entity to fulfil all of its obligations under the Project Agreement;
- (f) provide or cause to be provided, when requested, all governmental licenses, approvals or consents required by the Project Entity for the Project, and for carrying out their businesses, including all approvals and licenses necessary to ensure that the Project Entity are granted rights of way and other land use rights necessary for carrying out the Project;

- (g) exempt from VAT and custom duties, all goods, works and services procured by the Borrower, acting through the MoME, or the Project Entity, for the Project and financed from the proceeds of the Loan;
- (h) take all actions necessary to provide adequate funds for the completion of the Project;
- (i) ensure the implementation of the Environmental and Social Action Plan, and compliance with the EBRD's Environmental and Social Policy by the Project Entity;
- (j) ensure that the Project Entity has adequate resources and suitably qualified personnel during the implementation of the Project as well as after the completion of the Project; and
- (k) transfer the assets to be financed from the proceeds of the Loan and Investment Grants to Project Entity as applicable.

ARTICLE IV - SUSPENSION; ACCELERATION

Section 4.01. Suspension

The following are specified for purposes of Section 7.01(a)(xvii) (*Suspension*) of the Standard Terms and Conditions:

- (a) the legislative and regulatory framework applicable to the energy sector in the territory of the Borrower shall have been amended, suspended, abrogated, repealed or waived in a manner other than as approved by the Bank in writing;
- (b) the Statute of the Project Entity shall have been amended, suspended, abrogated, repealed or waived;
- (c) the Project Entity shall have failed to perform any of its obligations under the Project Agreement; or
- (d) the ownership of the Project Entity is transferred to any other party than the City, unless the Bank has given its prior written approval to such transfer.

Section 4.02. Acceleration of Maturity

The following are specified for purposes of Section 7.06(f) (*Events of Acceleration*) of the Standard Terms and Conditions: any of the events specified under Section 4.01(a)-(d) (*Suspension*) above shall have occurred and continues without remedy for thirty (30) days after the notice thereof has been given by the Bank to the Borrower.

ARTICLE V - EFFECTIVENESS

Section 5.01. Conditions Precedent to Effectiveness

The following are specified for purposes of Section 9.02(c) of the Standard Terms and Conditions as additional conditions to the effectiveness of this Agreement and the Project Agreement:

- (a) ratification of the Loan Agreement by the Parliament of the Republic of Serbia;
- (b) the Project Agreement, in form and substance satisfactory to the Bank, has been executed and delivered and all conditions precedents to its effectiveness, except only the effectiveness of the Loan Agreement, have been fulfilled;
- (c) legal opinion in form and substance acceptable to the Bank from the Ministry of Justice confirming that the Loan Agreement has been duly authorised by the Borrower and constitutes a valid and legally binding obligation of the Borrower enforceable in accordance with its terms;
- (d) legal opinion in form and substance acceptable to the Bank from the head of the legal department of the Project Entity confirming that the Project Agreement has been duly authorised by the Project Entity and constitute valid and legally binding obligations of the Project Entity enforceable in accordance with its term; and
- (e) (if applicable), the execution and delivery of the WBIF Investment Grant Agreement signed by the Borrower, acting through MoME which has been duly authorised or ratified by all necessary governmental and corporate action.

Section 5.02 Condition Precedent to Drawdown

The following are specified for purposes of Section 9.02(c) of the Standard Terms and Conditions as additional conditions to the drawdown under this Agreement:

- (a) the Project Support Agreement, in form and substance satisfactory to the Bank, has been executed and delivered to the Bank;
- (b) a Project Implementation Unit has been established by the MoME and the Project Entity with adequate resources and suitably qualified personnel, in form and substance satisfactory to the Bank, and is operational; and
- (c) appointment of qualified consultants to support the Project Implementation Unit (in implementing the Project, including procurement, supervision of work, project management and reporting, financed out of WBIF grant funds, with engagement terms that are approved of by the Bank) have been appointed and mobilised to start their assignment, and are acceptable to Bank.

Section 5.03. Legal Opinions

- (a) For purposes of Section 9.03(a) of the Standard Terms and Conditions the opinion or opinions of counsel shall be given on behalf of the Borrower by the Minister of Justice.
- (b) For purposes of Section 9.03(c) of the Standard Terms and Conditions the opinion or opinions of counsel shall be given on behalf of the Project Entity by the head of the legal department of the Project Entity.

Section 5.04. Termination for Failure to Become Effective

The date 180 days after the date of this Agreement is specified for purposes of Section 9.04 of the Standard Terms and Conditions.

ARTICLE VI - MISCELLANEOUS

Section 6.01. Notices

The following addresses are specified for purposes of Section 10.01 of the Standard Terms and Conditions:

For the Borrower:

The Republic of Serbia
Ministry of Finance
Kneza Milosa 20
11000 Belgrade

Attention: Minister of Finance
Email: kabinet@mfin.gov.rs

For EBRD:

European Bank for Reconstruction and Development
5 Bank St
London, E14 4BG
United Kingdom

Attention: Banking Services

Email: BankingServices@ebrd.com
Telephone (for couriers): +44 20 7338 6000

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed in 5 originals and delivered at Belgrade, Serbia as of the day and year first above written.

THE REPUBLIC OF SERBIA

By: _____

Name: Siniša Mali

Title: First Deputy Prime Minister and Minister of Finance

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By: _____

Name: Matteo Colangeli

Title: Director, Regional Head of Western Balkans

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Name: Siniša Mali

Title: First Deputy Prime Minister and Minister of Finance

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By: _____

Name: Matteo Colangeli

Title: Director, Regional Head of Western Balkans

SCHEDULE 1 - DESCRIPTION OF THE PROJECT

1. The purpose of the Project is to assist the Borrower with the construction of a large-scale solar-thermal plant in Novi Sad with solar collector fields, a seasonal heat storage, heat pump and an e-Boiler. The Project is part of the Green Cities Framework 3 Window 2 and is included in the GCAP being developed by the City. The Project is envisaged to be co-financed with an investment grant to be provided by the EU through the WBIF.
2. The Project consists of procurement of goods, works and services for the construction of a large-scale solar-thermal plant in Novi Sad with solar collector fields, a seasonal heat storage, heat pump and an e-Boiler.
3. The Project is expected to be completed by 31 December 2028.

SCHEDULE 2 - CATEGORIES AND DRAWDOWNS

1. The table below sets forth the categories of items to be financed out of the proceeds of the Loan the allocation of the amounts, and the percentage of expenditures for items to be financed in each category. Subject to approval, the Project is envisaged to be co-financed by an investment grant provided by the EU through the WBIF in the amount of up to 20% of the total project cost.
2. Notwithstanding the provisions of paragraph 1 above, no drawdown shall be made until the Loan becomes effective.
3. The Bank shall be entitled to draw down on behalf of the Borrower and pay to itself, as and when due, the Front-end Commission.

Category	Amount of the Loan (EUR)	Percentage of expenditures to be financed by EBRD
(1) Procurement of goods, works and services* for the Project	84,150,000	100% of the contract value (excluding VAT and custom duties)
(2) Front-end Commission	850,000	100%
Total Tranche 1 Loan:	85,000,000	
(1) Procurement of goods, works and services for the Project	19,800,000	100% of the contract value (excluding VAT and custom duties)
(2) Front-end Commission	200,000	100%
Total Tranche 2 Loan:	20,000,000	

* Including PIU support and Supervision in case WBIF funding is delayed or unavailable.

(Operativni broj 54524)

UGOVOR O ZAJMU
(Projekat solarno-termalne elektrane u Novom Sadu)

između

REPUBLIKE SRBIJE

i

EVROPSKE BANKE ZA OBNOVU I RAZVOJ

Datum 27. decembar 2024. godine

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UGOVOR O ZAJMU

UGOVOR od 27. decembra 2024. godine između **REPUBLIKE SRBIJE** (u daljem tekstu: „Zajmoprimac”) i **EVROPSKE BANKE ZA OBNOVU I RAZVOJ** (u daljem tekstu: „Banka”).

PREAMBULA

(A) UZIMAJUĆI U OBZIR da je Banka osnovana da obezbedi finansiranje posebnih projekata koji treba da podstaknu tranziciju ka otvorenim tržišno orijentisanim privredama i da promoviše privatnu i preduzetničku inicijativu u određenim zemljama koje su posvećene primeni principa višepartijske demokratije, pluralizma i tržišne ekonomije;

(B) S OBZIROM DA Zajmoprimac namerava da sprovede Projekat opisan u Prilogu 1 (*Opis Projekta*), koji je osmišljen da pomogne u finansiranju izgradnje velike solarno-termalne elektrane u Novom Sadu sa solarnim kolektorskim poljima, sezonskim skladištem toplote, toplotnom pumpom i e-kotlom (u daljem tekstu: „Projekat”);

(C) BUDUĆI DA će Projekat sprovoditi JKP „Novosadska Toplana”, Novi Sad, toplana u Novom Sadu (u daljem tekstu: „Projektni subjekat”) i u potpunom vlasništvu Grada Novog Sada (u daljem tekstu: „Grad”) uz pomoć Zajmoprimca koji postupa preko Ministarstva rudarstva i energetike u skladu sa uslovima ugovora o projektu koji će zaključiti Banka, Zajmoprimac koga predstavlja Ministarstvo rudarstva i energetike i Projektni subjekat na datum ili približno istog dana kad i ovaj ugovor (u daljem tekstu: „Ugovor o projektu” i kako je definisano u Standardnim uslovima poslovanja);

(D) IMAJUĆI U VIDU DA je Zajmoprimac zatražio pomoć od Banke za finansiranje dela Projekta;

(E) BUDUĆI DA je Projekat deo Trećeg Okvira Zeleni gradovi Prozor 2 (u daljem tekstu: „Okvir za zelene gradove”) i uključen je u Akcioni plan za zeleni grad (u daljem tekstu: „GCAP”) koji razvija Grad. Kroz GCAP, Grad je prepoznao i, trenutno daje prioritet, svoje najhitnije ekološke izazove sa ciljanim investicijama i političkim merama za njihovo rešavanje;

(F) S OBZIROM DA Zajmoprimac (koga zastupa Ministarstvo finansija) želi da pozajmi, a EBRD želi da pozajmi do sto pet miliona evra (105.000.000 evra) pod uslovima navedenim u ili koji se odnose na ovaj ugovor i Ugovor o projektu. Zajmoprimac zadržava pravo da pozajmi manji iznos, nakon odluke o odobrenju investicionog granta kroz Investicioni okvir za Zapadni Balkan (WBIF);

(H) BUDUĆI DA, pod uslovom odobrenja, Banka takođe želi da Zajmoprimcu stavi na raspolaganje investicioni grant koji obezbeđuje Evropska unija (u daljem tekstu: „EU”) kroz Investicioni okvir za Zapadni Balkan (u daljem tekstu: „WBIF”) u iznosu do 20% od ukupnih troškova projekta u skladu sa ugovorom o grantu koji treba da se zaključi između WBIF i Zajmoprimca (u daljem tekstu: „WBIF Ugovor o investicionom grantu”); i

(I) IMAJUĆI U VIDU DA će Zajmoprimac koji deluje preko Ministarstva rudarstva i energetike, Projektni subjekt i Grad sklopiti trilateralni sporazum na ili oko datuma ovog ugovora u svrhu definisanja odgovornosti u vezi sa Projektom (u daljem tekstu: „**Ugovor o projektnoj podršci**“).

NA OSNOVU NAVEDENOG, ugovorne strane su se dogovorile o sledećem:

ČLAN I - STANDARDNI USLOVI POSLOVANJA; DEFINICIJE

Odeljak 1.01 Uključivanje Standardnih uslova poslovanja

Sve odredbe Standardnih uslova poslovanja Banke od 5. novembra 2021. godine na ovaj način su uključene i primenjuju se na ovaj ugovor sa istim dejstvom kao da su u potpunosti navedene u ovom ugovoru (u daljem tekstu: „**Standardni uslovi poslovanja**“).

Odeljak 1.02. Definicije

Gde god da se koriste u ovom ugovoru (uključujući Preambulu i Priloge), osim ako nije drugačije navedeno ili kontekst zahteva drugačije, izrazi definisani u Preambuli imaju odgovarajuća značenja koja su im tu pripisana, izrazi definisani u Standardnim uslovima poslovanja imaju odgovarajuća značenja koja su im data u njima, a naredni izrazi imaju sledeća značenja:

„Ovlašćeni predstavnik Zajmoprimca“	označava ministra finansija Zajmoprimca.
„Politika i procedure izvršenja“	označavaju Politiku i procedure izvršenja Banke od 4. oktobra 2017. godine.
„Akcioni plan za životnu i društvenu sredinu“	označava plan mera za ublažavanje i poboljšanje životne i društvene sredine koji precizira kriterijume učinka životne i društvene sredine, standarde, politike, procedure, prakse, kapitalne investicije i rasporede implementacije, uključujući mere za postizanje i održavanje usklađenosti sa EBRD Zahtevima za izvršenje 1-8 i 10 od aprila 2019. godine koji će biti dogovoreni između Banke, Zajmoprimca, koga predstavlja Ministarstvo rudarstva i energetike i Projektnog subjekta pre potpisivanja Ugovora; i ono što je jednom dogovoreno, može biti izmenjeno i dopunjeno samo uz prethodni pisani pristanak Banke.
„Fiskalna godina“	označava fiskalnu godinu Zajmoprimca koja počinje 1. januara svake godine.

„Zajam”	označava, zajedno, Tranšu 1 Zajma i Tranšu 2 Zajma, od kojih se svaka pominje u Odeljku 2.01 ili, u zavisnosti od konteksta, njihov povremeno neotplaćeni iznos glavnice.
„Margina”	znači u odnosu na svaku od Tranše 1 Zajma i Tranše 2 Zajma, jedan procenat (1%) godišnje.
„MRE”	označava Ministarstvo rudarstva i energetike Zajmoprimca.
„JIP”	označava jedinicu za implementaciju projekta, uključujući tim stručnog i pomoćnog osoblja sa neophodnim administrativnim ovlašćenjima kao i fizičkim i finansijskim resursima neophodnim za sprovođenje Projekta.
„Tranša 1 Zajma”	znači Tranšu 1 Zajma navedenu u Odeljku 2.01(a), ili, u zavisnosti od konteksta, povremeno neotplaćeni iznos glavnice.
„Tranša 2 Zajma”	znači Tranšu 1 Zajma navedenu u Odeljku 2.01(b), ili, u zavisnosti od konteksta, povremeno neotplaćeni iznos glavnice.
„Datum raspoloživosti Tranše 2”	označava datum od kojeg je Tranša 2 Zajma postao obavezan i dostupan za povlačenje, onako kako je Banka obavestila Zajmoprimca

Odeljak 1.03. Tumačenje

U ovom ugovoru, pozivanje na određeni Član, Odeljak ili Prilog će se, osim ako je drugačije navedeno u ovom ugovoru, tumačiti kao upućivanje na konkretan Član ili Odeljak, ili Prilog ovog ugovora.

ČLAN II - OSNOVNI USLOVI ZAJMA

Odeljak 2.01. Iznos i valuta

Banka je saglasna da Zajmoprimcu, pod uslovima navedenim u ovom ugovoru ili na koje se poziva u ovom ugovoru, pozajmi iznos do 105.000.000 evra (sto pet miliona evra) koji se sastoji od:

- (a) Tranše 1 Zajma u iznosu od 85.000.000 evra (osamdeset pet miliona evra) (u daljem tekstu: „**Tranša 1 Zajma**”).
- (b) Tranše 2 Zajma u iznosu od 20.000.000 evra (dvadeset miliona evra) (u daljem tekstu: „**Tranša 2 Zajma**”).

Odeljak 2.02. Ostali finansijski uslovi zajma

- (a) Minimalni Iznos povlačenja sredstava je 1.500.000 evra.
- (b) Minimalni Iznos prevremenog plaćanja je 1.000.000 evra.
- (c) Minimalni Iznos koji se može otkazati je 1.000.000 evra.
- (d) Datumi plaćanja kamate su 15. april i 15. oktobar svake godine.
- (e) (1) Zajmoprimac otplaćuje Tranšu 1 Zajma u 22 jednake (ili približno jednake) polugodišnje rate 15. aprila i 15. oktobra svake godine, pri čemu je prvi Datum otplate Zajma 15. april 2029. godine, a poslednji Datum otplate Zajma 15. oktobar 2039. godine.
- (2) Bez obzira na prethodno navedeno, u slučaju da (i) Zajmoprimac ne povuče ceo iznos Zajma pre prvog Datuma otplate Zajma navedenog u ovom Odeljku 2.02(e), i (ii) Banka produži navedeni Krajnji datum raspoloživosti naveden u Odeljku 2.02(f) ispod do datuma koji pada nakon tog prvog Datuma otplate Zajma, onda će iznos svakog povlačenja sredstava izvršenog na ili nakon prvog Datuma otplate Zajma biti raspoređen za otplatu u jednakim iznosima na nekoliko Datuma otplate Zajma koji padaju nakon datuma takvog povlačenja (s tim što Banka prilagođava iznose koji su tako raspoređeni po potrebi kako bi se dobili celi brojevi u svakom slučaju). Banka će, povremeno, obavestiti Zajmoprimca o takvom raspoređivanju.
- (f) Bez obzira na bilo šta suprotno, izričito ili implicitno, u ovom ugovoru, Tranša 2 Zajma nije obavezna i shodno tome Banka neće imati nikakvu obavezu da izvrši bilo kakve isplate u okviru Tranše 2 Zajma osim ako, (1) nije primila zahtev Zajmoprimca da učini Tranšu 2 obaveznom na ili pre 31. marta 2025. godine ili nekog kasnijeg datuma dogovorenog u pisanoj formi sa Bankom; (2) ima dokaz da EU neće obezbediti WBIF grant Zajmoprimcu i (3) će po sopstvenom i apsolutnom nahođenju utvrditi da je spreman da Tranšu 2 Zajma stavi na raspolaganje za isplatu i (4) je obavestio Zajmoprimca o takvoj pozitivnoj odluci (ako postoji).
- (g) Krajnji datum raspoloživosti za Tranšu 1 Zajma biće datum četvrte godišnjice dana ovog ugovora, a za Tranšu 2 Zajma datum četvrte godišnjice Datuma raspoloživosti Tranše 2 ili neki kasniji datum koji Banka može po svom nahođenju da utvrdi i o tome obavesti Zajmoprimca. Ako Raspoloživi iznos ili bilo koji njegov deo podleže Fiksnoj kamatnoj stopi (u slučaju da Zajmoprimac iskoristi svoje pravo da odabere da plaća kamatu po fiksnoj kamatnoj stopi u skladu sa Odeljkom 2.02(h) ispod), a Banka odloži Krajnji datum raspoloživosti, Zajmoprimac će odmah uplatiti Banci iznos Troškova poravnjanja o čemu će, povremeno, Banka obavestiti Zajmoprimca u pisanoj formi.
- (h) Stopa Naknade za angažovana sredstva iznosi: 0,5% godišnje na neisplaćeni iznos Tranše 1 Zajma i Tranše 2 Zajma. Naknada za angažovana sredstva će se obračunavati, na Tranšu 1 Zajma, šezdeset (60) dana nakon datuma Ugovora o zajmu. Naknada za angažovana sredstva će se obračunavati, na Tranšu 2 Zajma, šezdeset (60) dana nakon Datuma raspoloživosti Tranše 2. Naknada za angažovana sredstva će se platiti na Raspoloživi iznos Tranše 1 Zajma i Tranše 2 Zajma, respektivno, na svaki Datum plaćanja kamate (iako na taj datum možda ne može da se plati kamata) počevši, za Tranšu 1 Zajma, na prvi Datum plaćanja kamate nakon

Datuma stupanja na snagu i za Tranšu 2 Zajma, na prvi Datum plaćanja kamate nakon šezdeset (60) dana nakon Datuma raspoloživosti Tranše 2.

(i) Na Zajam se može primeniti Promenljiva kamatna stopa. Bez obzira na gorenavedeno, Zajmoprimac može, kao alternativu plaćanju kamate po Promenljivoj kamatnoj stopi na ceo ili bilo koji deo Zajma koji nije otplaćen, odabrati da plaća kamatu po Fiksnoj kamatnoj stopi na taj deo Zajma u skladu sa Odeljkom 3.04(c) Standardnih uslova poslovanja.

(j) Zajmoprimac će platiti Banci Upisnu proviziju u iznosu od jednog procenta (1%) Tranše 1 Zajma i Tranše 2 Zajma. Banka će, u ime Zajmoprimalca, povući takav iznos iz Raspoloživog iznosa Tranše 1 Zajma na Datum stupanja na snagu ili u roku od sedam (7) dana nakon toga i iz Raspoloživog iznosa Tranše 2 Zajma na Datum raspoloživosti Tranše 2 ili u roku od sedam dana (nakon toga) i platiti sebi iznos takve upisne provizije.

Odeljak 2.03. Povlačenje sredstava

Raspoloživi iznos može se povremeno povlačiti u skladu sa odredbama Priloga 2 za finansiranje (1) troškova nastalih (ili, ako se Banka saglasi, budućih troškova) u vezi sa razumnom cenom robe, radova i usluga potrebnim za Projekat i (2) Upisnu proviziju.

ČLAN III - SPROVOĐENJE PROJEKTA

Odeljak 3.01. Ostale afirmativne odredbe Projekta

Pored opštih obaveza navedenih u članovima IV i V Standardnih uslova poslovanja, Zajmoprimac koji postupa preko MRE će, osim ako se Banka drugačije ne saglasi:

(a) staviti na raspolaganje Projektom subjektu, u skladu sa sporazumom u formi i sadržini koji je zadovoljavajući za Banku, sredstva Zajma pod uslovima i rokovima prihvatljivim za Banku;

(b) omogućiti da se sva dobra, radovi i usluge koji se finansiraju iz sredstava Zajma koriste isključivo u svrhe Projekta;

(c) preneti na Projektom subjekt svakodnevno upravljanje Projektom, uključujući, ali ne ograničavajući se na, konsolidovano upravljanje finansijama i nabavkama;

(d) izvršiti sve svoje obaveze iz Ugovora o projektu;

(e) omogućiti da Projektom subjekt izvrši sve svoje obaveze prema Ugovoru o projektu;

(f) obezbediti ili omogućiti da se obezbede, kada se to zahteva, sve vladine licence, odobrenja ili saglasnosti koje su potrebne Projektom subjektu za Projekat i za obavljanje svog poslovanja, uključujući sva odobrenja i licence neophodne da bi se Projektom subjektu obezbedila prava službenosti prolaza i druga zemljišna prava koja su neophodna za sprovođenje Projekta;

- (g) osloboditi od PDV i carina, sva dobra, radove i usluge koje je pribavio Zajmoprimac koji postupa preko MRE ili Projektni subjekt, za Projekat i koji su finansirani iz sredstava Zajma;
- (h) preduzeti sve radnje koje su potrebne za obezbeđivanje adekvatnih sredstava za završetak Projekta;
- (i) osigurati implementaciju Akcionog plana za životnu i društvenu sredinu i usklađenost Projektnog subjekta sa EBRD Politikom životne i društvene sredine;
- (j) omogućiti da Projektni subjekt poseduje adekvatne resurse i odgovarajuće kvalifikovano osoblje tokom implementacije i nakon završetka Projekta; i
- (k) preneti sredstva koja će se finansirati iz sredstava Zajma i Investicionih grantova na Projektni subjekt prema potrebi.

ČLAN IV - OBUSTAVA; UBRZANJE

Odeljak 4.01. Obustava

Za potrebe Odeljka 7.01(a)(xvii) (*Obustava*) Standardnih uslova poslovanja precizirano je sledeće:

- (a) zakonodavni i regulatorni okvir koji se primenjuje na energetski sektor na teritoriji Zajmoprimca bude izmenjen, suspendovan, ukinut, poništen ili odreknut na način drugačiji od onog koji je odobrila Banka u pisanoj formi;
- (b) Statut Projektnog subjekta bude izmenjen, suspendovan, ukinut, poništen ili odreknut;
- (c) Projektni subjekt ne ispuniti nijednu od svojih obaveza iz Ugovora o projektu; ili
- (d) vlasništvo nad Projektnim subjektom se prenese na bilo koju drugu stranu osim Grada, osim ako Banka nije dala prethodno pismeno odobrenje za takav prenos.

Odeljak 4.02. Ubrzanje dospelosti

Za potrebe Odeljka 7.06(f) (*Slučajevi ubrzanja*) Standardnih uslova poslovanja: svaki od događaja navedenih Odeljku 4.01(a)-(d) (*Obustava*) iznad se desio i traje bez podnošenja pravnog sredstva trideset (30) dana nakon što Banka o tome obavesti Zajmoprimca.

ČLAN V - STUPANJE NA SNAGU

Odeljak 5.01. Prethodni uslovi za stupanje na snagu

Za potrebe Odeljka 9.02(c) Standardnih uslova poslovanja sledeći elementi su definisani kao dodatni uslovi za stupanje na snagu ovog ugovora i Ugovora o projektu:

- (a) ratifikacija Ugovora o zajmu od strane Narodne Skupštine Republike Srbije;
- (b) Ugovor o projektu je potpisan i dostavljen u formi i sadržini zadovoljavajućim za Banku i ispunjeni su svi uslovi koji prethode njegovom stupanju na snagu, osim stupanja na snagu Ugovora o zajmu;
- (c) pravno mišljenje Ministarstva pravde u formi i sadržini prihvatljivim za Banku koje potvrđuje da je Ugovor o zajmu propisno potvrđen od Zajmoprimca i da predstavlja važeću i pravnu obavezu Zajmoprimca koja se može izvršiti u skladu sa njegovim uslovima;
- (d) pravno mišljenje šefa pravnog sektora Projektnog subjekta u formi i sadržini prihvatljivim za Banku koje potvrđuje da je Ugovor o projektu propisno potvrđen Projektnog subjekta i da predstavlja važeću i pravnu obavezu Projektnog subjekta koja se može izvršiti u skladu sa njegovim uslovima; i
- (e) (ako je primenljivo), potpisivanje i predaja WBIF Ugovor o investicionom grantu koji je potpisao Zajmoprimac, postupajući preko MRE, koji je propisno potpisan ili ratifikovan u skladu sa svim neophodnim vladinim i korporativnim radnjama.

Odeljak 5.02. Prethodni uslovi za povlačenje

Za potrebe Odeljka 9.02(c) Standardnih uslova poslovanja, kao dodatni uslovi za povlačenje sredstava prema ovom ugovoru navedeno je sledeće:

- (a) Ugovor o projektnoj podršci, u formi i sadržini zadovoljavajućim za Banku, je potpisan i dostavljen Banci;
- (b) Jedinica za implementaciju projekta je formirana od strane MRE i Projektnog subjekta sa odgovarajućim resursima i adekvatno kvalifikovanim osobljem, u formi i sadržini zadovoljavajućim za Banku, i operativna je; i
- (c) imenovanje kvalifikovanih konsultanata za podršku Jedinici za implementaciju projekta (u implementaciji Projekta, uključujući nabavke, nadzor nad radovima, upravljanje projektom i izveštavanje, finansirano iz WBIF grant sredstava, uz uslove angažovanja koje je odobrila Banka) koji su imenovani i mobilisani da započnu svoj zadatak i prihvatljivi su za Banku.

Odeljak 5.03. Pravna mišljenja

- (a) Za potrebe Odeljka 9.03(a) Standardnih uslova poslovanja, mišljenje ili mišljenja pravnih savetnika će u ime Zajmoprimca dati ministar pravde.
- (b) Za potrebe Odeljka 9.03(c) Standardnih uslova poslovanja, mišljenje ili mišljenja pravnih savetnika će u ime Projektnog subjekta dati šef pravnog sektora Projektnog subjekta.

Odeljak 5.04. Raskid zbog nestupanja na snagu

Datum koji sledi 180 dana nakon datuma ovog ugovora određen je u smislu Odeljka 9.04 Standardnih uslova poslovanja.

KAO POTVRDA NAPRED IZNETOG, ugovorne strane su, preko svojih uredno ovlašćenih predstavnika, omogućile da ovaj ugovor bude potpisan u pet primeraka i dostavljen u Beogradu, Srbija na dan i godine kako je napred navedeno.

REPUBLIKA SRBIJA

Potpisuje: _____

Ime: Siniša Mali

Zvanje: Prvi potpredsednik Vlade i ministar finansija

**EVROPSKA BANKA
ZA OBNOVU I RAZVOJ**

Potpisuje: _____

Ime: Matteo Colangeli

Zvanje: Direktor, Regionalni šef za Zapadni Balkan

PRILOG 1 - OPIS PROJEKTA

1. Svrha Projekta je da se pomogne Zajmoprimcu u izgradnji velike solarno-termalne elektrane u Novom Sadu sa solarnim kolektorskim poljima, sezonskim skladištem toplote, toplotnom pumpom i e-kotlom. Projekat je deo Trećeg Okvira Zeleni gradovi Prozor 2 i uključuje Akcioni plan za zeleni grad („GCAP”) koji razvija Grad. Predviđeno je da Projekat bude sufinansiran investicionim grantom koji će obezbediti EU preko WBIF-a.
2. Projekat se sastoji od nabavke dobara, radova i usluga za izgradnju velike solarno-termalne elektrane u Novom Sadu sa solarnim kolektorskim poljima, sezonskim skladištem toplote, toplotnom pumpom i e-kotlom.
3. Očekuje se da će Projekat biti završen do 31. decembra 2028. godine.

PRILOG 2 - KATEGORIJE I POVLAČENJA SREDSTAVA

1. Sledeća tabela prikazuje kategorije stavki koje će biti finansirane sredstvima Zajma, raspodelu iznosa i procenat izdataka za stavke koje će se finansirati u svakoj kategoriji. Predviđeno je da Projekat bude sufinansiran investicionim grantom EU preko WBIF u iznosu do 20% ukupne vrednosti projekta.
2. Bez obzira na odredbe iz stava 1. iznad, neće biti povlačenja sredstava dok Ugovor o zajmu ne stupi na snagu.
3. Banka će imati pravo da u ime Zajmoprimca povuče i plati sebi, na datum dospeća, Upisnu proviziju.

Kategorija	Iznos Zajma (u evrima)	Procenat izdataka koje će finansirati EBRD
(1) Nabavka robe, radova i usluga* za Projekat	84.150.000	100% ugovorne vrednosti (isključujući PDV i carinske dažbine)
(2) Upisna provizija	850.000	100%
Ukupan iznos Tranše 1 Zajma:	85.000.000	
(1) Nabavka robe, radova i usluga za Projekat	19.800.000	100% ugovorne vrednosti (isključujući PDV i carinske dažbine)
(2) Upisna provizija	200.000	100%
Ukupan iznos Tranše 2 Zajma:	20.000.000	

* Uključujući podršku JIP i nadzor u slučaju da finansiranje WBIF kasni ili nije dostupno.

Član 3.

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