

Z A K O N

O POTVRĐIVANJU SPORAZUMA O ZAJMU („DODATNO FINANSIRANJE PROJEKTA ENERGETSKE EFIKASNOSTI ZA SRBIJU”) IZMEĐU REPUBLIKE SRBIJE I MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ

Član 1.

Potvrđuje se Sporazum o zajmu („Dodatno finansiranje Projekta energetske efikasnosti za Srbiju”) između Republike Srbije i Međunarodne banke za obnovu i razvoj, potpisan 27. jula 2007. godine u Beogradu.

Član 2.

Tekst Sporazuma o zajmu („Dodatno finansiranje Projekta energetske efikasnosti za Srbiju”) između Republike Srbije i Međunarodne banke za obnovu i razvoj, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

LOAN NUMBER 7466-YF

Loan Agreement

(Additional Financing for the Serbia Energy Efficiency Project)

between

REPUBLIC OF SERBIA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated July 27, 2007

LOAN NUMBER 7466-YF

LOAN AGREEMENT

Agreement dated July 27, 2007, between REPUBLIC OF SERBIA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement).

WHEREAS the Borrower has also requested the Association to provide additional financial assistance towards the financing of the Project and by the Development Credit Agreement the Association is agreeing to provide such assistance in a principal amount equivalent to six million six hundred thousand Special Drawing Rights (SDR 6,600,000).

The Borrower and the Bank hereby agree as follows:

ARTICLE I - GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement and the Appendix to the Financing Agreement.

ARTICLE II - LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of thirteen million three hundred thousand Euro (€13,300,000), as such amount may be converted from time to time through a currency conversion in accordance with the provisions of Section 2.08 of this Agreement ("Loan"), to assist in financing the project described in Schedule 1 to the Financing Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Schedule 1 to this Agreement.
- 2.03. The Commitment Charge payable by the Borrower shall be equal to three-fourths of one percent (3/4 of 1%) per annum on the Unwithdrawn Loan Balance, subject to any waiver of a portion of such charge as may be determined by the Bank from time to time.
- 2.04. The Front-end Fee payable by the Borrower shall be equal to one percent (1.0%) of the Loan amount, subject to any waiver of a portion of such fee as may be determined by the Bank from time to time.
- 2.05. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Fixed Spread, subject to any waiver of a portion of such interest as may be determined by the Bank from time to time; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions.
- 2.06. The Payment Dates are February 15 and August 15 in each year.

- 2.07. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 2 to this Agreement.
- 2.08. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan from a Variable Rate to a Fixed Rate, or vice versa; and (iii) the setting of limits on the Variable Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- (c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.04 (c) of the General Conditions up to the amount allocated from time to time for the purpose in the table in Schedule 1 to this Agreement.

ARTICLE III - PROJECT

- 3.01 The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project in accordance with the provisions of Article V of the General Conditions.
- 3.02 (a) Subject to paragraph (b) of this Section, Section 3.02 of the Financing Agreement and Schedules 1 and 2 thereto, except Section IV of Schedule 2, are incorporated into the Loan Agreement, with the following modifications in said Section and Schedules unless the context otherwise requires:
- (i) the term "Association" shall be read as "Bank";
 - (ii) the term "Recipient" shall be read as "Borrower";
 - (iii) the term "Credit" shall be read as "Loan"; and
 - (iv) the terms "this Agreement" or "the Financing Agreement" shall be read as "the Loan Agreement".
- (b) Unless the Borrower has been notified otherwise by the Bank:
- (i) all actions taken, including approvals given, by the Association pursuant to any Sections of, and Schedules to, the Financing Agreement enumerated in paragraph (a) of this Section, as well as pursuant to Section 2.02 of the Financing Agreement, shall be deemed to be taken in the name and on behalf of both the Association and the Bank; and

- (ii) all information and documentation furnished by the Borrower to the Association pursuant to the provisions of any such Sections of the Financing Agreement or Schedules thereto shall be deemed furnished to both the Association and the Bank.

ARTICLE IV - EFFECTIVENESS; TERMINATION

- 4.01. The Additional Condition of Effectiveness consists of the following, namely, that the Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness have been fulfilled other than those related to the effectiveness of this Agreement.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE V - REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower's Representative is the Minister of Finance.
- 5.02. The Borrower's Address is:

Ministry of Finance
Government of the Republic of Serbia
Kneza Miloša 20
11000 Belgrade
Republic of Serbia

Facsimile:
381-11-3618-961

- 5.03. The Bank's Address is:

International Bank for Reconstruction
and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED at Belgrade, Republic of Serbia, as of the day and year first above written.

REPUBLIC OF SERBIA

By /s/ Mirko Cvetkovic

Authorized Representative

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By /s/ Simon Gray

Authorized Representative

SCHEDULE 1

Withdrawal of the Proceeds of the Financing

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan ("Category"), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of the Loan Allocated (expressed in Euro)	Percentage of Expenditures to be Financed
(1) Goods, Works and Consultants' Services for Part 1 of the Project	2,780,000	100%
(2) Goods, Works and Consultants' Services for Parts 2 and 3 of the Project	9,530,000	100%
(3) Incremental Operating Costs.	450,000	100%
(4) Front End Fee	0	Amount payable pursuant to Section 2.04 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(5) Premia for Interest Rate Caps and Interest Rate Collars	0	Amount payable pursuant to Section 2.08(c) of this Agreement in accordance with Section 4.04(c) of the General Conditions.
(6) Unallocated	540,000	
TOTAL AMOUNT	<u>13,300,000</u>	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

- (a) for payments made prior to the date of this Agreement; and
- (b) in respect of expenditures under Category (1) unless and until: (i) an environmental assessment for Part 1 of the Project, satisfactory to the Bank, has

been conducted by independent environmental assessment experts not affiliated with the Project and which shall have been retained by the Borrower under terms of reference acceptable to the Bank; (ii) the Borrower has completed public consultations on the environmental assessment report; and (iii) an environmental management plan for Part 1 of the Project, satisfactory to the Bank, has been prepared by environmental experts acceptable to the Bank, to eliminate, offset, or reduce to acceptable levels any adverse environmental and social aspects, including the actions needed to implement the mitigation, monitoring and institutional measures to be taken during the implementation and operation of said Part 1.

2. The Closing Date is April 30, 2010.

SCHEDULE 2

Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

<u>Principal Payment Date</u>	<u>Installment Share</u> <u>(Expressed as a Percentage)</u>
On each February 15 and August 15 Beginning August 15, 2012 through August 15, 2023	4.17%
On February 15, 2024	4.09%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

(a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.

(b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (“Original Installment Share”) and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

APPENDIX

Definitions

1. "Category" means a category set forth in the table in Schedule 1 to this Agreement.
2. "Financing Agreement" means the agreement between the Borrower and the Association for the Project, of the same date as this Agreement, as such agreement may be amended from time to time. "Financing Agreement" includes all appendices, schedules and agreements supplemental to the Financing Agreement.
3. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated July 1, 2005 (as amended through October 15, 2006).

Sporazum o zajmu

„Dodatno finansiranje Projekta energetske efikasnosti za Srbiju”

između

REPUBLIKE SRBIJE

I

MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ

Datum 27. jul 2007. godine

BROJ ZAJMA 7466 YF

SPORAZUM O ZAJMU

Sporazum, od 27. jula 2007. godine, između REPUBLIKE SRBIJE (Zajmoprimac) i MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ (Banka) za potrebe dodatnog finansiranja aktivnosti vezanih za Originalni projekat (kako je definisano u Prilogu ovog sporazuma).

S OBZIROM DA je Zajmoprimac takođe zatražio od Udruženja da mu obezbedi dodatnu finansijsku pomoć za finansiranje Projekta a po Sporazumu o kreditu za razvoj, Udruženje se slaže da obezbedi takvu pomoć sa glavnicom u protivvrednosti od šest miliona šesto hiljada Specijalnih prava vučenja (6.600.000 SDR).

Zajmoprimac i Banka su se složili u sledećem:

ČLAN I – OPŠTI USLOVI; DEFINICIJE

1.01. Opšti uslovi (kako je definisano u Prilogu ovog sporazuma) čine integralni deo ovog sporazuma.

1.02. Ukoliko kontekst ne zahteva drugačije, termini napisani velikim slovom u ovom sporazumu imaju značenje koje je ranije ustanovljeno u Opštim uslovima ili u Prilogu ovog sporazuma i u Prilogu Sporazumu o finansiranju.

ČLAN II - ZAJAM

2.01. Banka je saglasna da Zajmoprimcu odobri zajam, pod uslovima i na načine određene ili pomenute u ovom sporazumu, u iznosu od trinaest miliona trista hiljada evra (13.300.000 EUR) a taj iznos se može povremeno konvertovati konverzijom valute u skladu sa odredbama Odeljka 2.08. ovog sporazuma (Zajam), radi pomoći u finansiranju projekta opisanog u Programu 1 datom uz Sporazum o finansiranju (Projekat).

2.02. Zajmoprimac može povući sredstva Zajma u skladu sa Programom 1 datom uz ovaj sporazum.

2.03. Troškovi angažovanja koje plaća Zajmoprimac iznosi tri četvrtine jednog procenta (3/4 od 1%) godišnje na nepovučeni deo zajma, s tim što Banka može povremeno da se odrekne prava da naplati deo pomenutih troškova.

2.04. Pristupna naknada koju plaća Zajmoprimac jednaka je jednom procentu (1%) od iznosa Zajma, s tim što Banka može povremeno da se odrekne prava da naplati deo pomenute naknade.

2.05. Kamata koju Zajmoprimac plaća za svaki kamatni period u iznosu je jednaka osnovnoj stopi LIBOR za valutu Zajma plus fiksna marža, čijeg dela Banka povremeno može da se odrekne, pod uslovom da se, nakon konverzije ukupnog iznosa ili dela glavnice Zajma, iznos kamata koje Zajmoprimac plaća u toku perioda konverzije na dati iznos određuje u skladu sa relevantnim odredbama Člana IV Opštih uslova.

2.06. Datumi plaćanja su 15. februar i 15. avgust svake godine.

2.07. Glavnica Zajma se otplaćuje u skladu sa amortizacionim planom definisanim u Programu 2 ovog sporazuma.

2.08. (a) Zajmoprimac može u svakom momentu da traži bilo koju od sledećih izmena uslova Zajma da bi se olakšalo racionalno upravljanje dugom: (i) konverzijom

valute Zajma za sve ili neke delove glavnice Zajma, povučene ili nepovučene, u odobrenu valutu; (ii) promena osnovice kamatne stope primenjive na sve ili na neke delove glavnice Zajma od varijabilne stope do fiksne stope ili obrnuto; (iii) određivanje limita varijabilne kamatne stope primenjivih na ukupan iznos ili deo povučene i neotplaćene glavnice Zajma, uspostavljanjem najviše kamatne stope ili raspona kamatne stope za varijabilnu kamatnu stopu.

(b) Svaka izmena koja se traži u skladu sa paragrafom (a) ovog odeljka a koju Banka prihvati smatra se Konverzijom, kako je definisano u Opštim uslovima i izvršava se u skladu sa odredbama Člana IV Opštih uslova i Smernica za konverziju.

(c) Odmah nakon datuma definisanja najviše kamatne stope ili raspona kamatne stope, za koju je Zajmoprimac zatražio da premija bude isplaćena iz sredstava Zajma, Banka u ime Zajmoprimca, povlači sa računa Zajma i uplaćuje sebi iznose koji su potrebni da bi se platila bilo koja premija koja se plaća u skladu sa Odeljkom 4.04 (c) Opštih uslova do iznosa koji se povremeno izdvoji za namene iz tabele u Programu 1 ovog sporazuma.

ČLAN III – PROJEKAT

3.01. Zajmoprimac se obavezuje da ostvari ciljeve Projekta. U tom smislu Zajmoprimac će realizovati Projekat u skladu sa odredbama Člana V Opštih uslova.

3.02. (a) Prema odredbama paragrafa (b) ovog odeljka, Odeljci 3.02 Sporazuma o finansiranju i njegovi Programi 1 i 2, sa izuzetkom Odeljka IV Programa 2, uključeni su u Sporazum o zajmu, sa sledećim modifikacijama u navedenim Odeljcima i Programima osim ako kontekst ne zahteva drukčije:

- i. termin Udruženje tumačiće se kao Banka;
- ii. termin Primalac tumačiće se kao Zajmoprimac;
- iii. termin Kredit tumačiće se kao Zajam;
- iv. termini ovaj sporazum ili Sporazum o finansiranju tumačiće se kao Sporazum o zajmu.

(b) Osim ako Banka drukčije ne obavesti Zajmoprimca:

- i. sve akcije koje preduzme Udruženje, uključujući odobrenja koja daje, saglasno bilo kojim Odeljcima i njihovim programima, Sporazuma o finansiranju naveden u paragrafu (a) ovog odeljka, te saglasan Odeljku 2.02. Sporazuma o finansiranju, smatraju se da se preduzimaju kako u ime i za Udruženje, tako i u ime i za Banku;
- ii. sve informacije i dokumentacija koju Zajmoprimac dostavi Udruženju prema odredbama bilo kojeg od takvih Odeljaka Sporazuma o finansiranju ili njihovih Programa, smatraju se da su dostavljene i Udruženju i Banci.

ČLAN IV – STUPANJE NA SNAGU; RASKID

4.01. Dodatni uslov stupanja na snagu sastoji se od sledećeg: naime, da je Sporazum o finansiranju propisno potpisan i dostavljen i da su svi uslovi koji prethode njegovom stupanju na snagu ispunjeni sa izuzetkom onih koji se odnose na stupanje na snagu ovog sporazuma.

4.02. Krajnji rok za stupanje na snagu je devedeset (90) dana od datuma ovog sporazuma.

ČLAN V – PREDSTAVNIK; ADRESE

5.01. Predstavnik Zajmoprimca je ministar finansija.

5.02. Adresa Zajmoprimca je:

Ministarstvo finansija
Vlada Republike Srbije
Kneza Miloša 20
11000 Beograd
Republika Srbija

Faks:
381 11 3618-961

5.03. Adresa Banke je:

International Bank for
Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Telegram:	Teleks:	Faks:
INTBAFRAD	248423 (MCI) ili	1-202-477-6391
Washington, D.C.	64145 (MCI)	

SPORAZUM zaključen u Beogradu, Republika Srbija, na dan i godinu koja je prvo navedena.

REPUBLIKA SRBIJA

Potpisuje dr Mirko Cvetković

MEĐUNARODNA BANKA ZA OBNOVU I RAZVOJ

Potpisuje Simon Gray

PROGRAM 1

Povlačenje sredstava Finansiranja

A. Opšta pitanja

1. Zajmoprimac može povući sredstva Zajma u skladu sa odredbama Člana II Opštih uslova, ovog odeljka, i onih dodatnih uputstava koje Banka navede u obaveštenju Zajmoprimcu (uključujući „Smernice Svetske banke za isplatu projekata” iz maja 2006. godine, koje se povremeno revidiraju od strane Banke i koje su prema tim uputstvima primenjive na ovaj sporazum), da bi mogao da finansira prihvatljive troškove, kako je prikazano u tabeli u paragrafu 2. u daljem tekstu.

2. U sledećoj tabeli se navode kategorije prihvatljivih troškova koji se mogu finansirati iz sredstava Zajma (Kategorija), raspoređeni iznos Zajma za svaku Kategoriju, kao i procenat troškova koji se moraju finansirati za prihvatljive troškove u svakoj Kategoriji.

Kategorija	Raspoređeni iznos Zajma (u evrima)	Procenat troškova koje treba finansirati
(1) Roba, radovi i konsultantske usluge za Deo 1 ovog Projekta	2.780.000	100%
(2) Roba, radovi i konsultantske usluge za Deo 2 i Deo 3 ovog Projekta	9.530.000	100%
(3) Inkrementalni troškovi poslovanja	450.000	100%
(4) Pristupna naknada	0	Iznos koji se plaća u smislu Odeljka 2.04. ovog sporazuma u skladu sa Odeljkom 2.07 (b) Opštih uslova.
(5) Cena maksimalne kamatne stope i najniže prihvatljive kamatne stope	0	Iznos koji se plaća u smislu Odeljka 2.08.(v) ovog sporazuma u skladu sa Odeljkom 4.04 (v) Opštih uslova.
(6) Neraspoređeno	540.000	
UKUPAN IZNOS	13.300.000	

B. Uslovi povlačenja; Period povlačenja

1. Ne suprotstavljajući se odredbama dela A ovog odeljka, povlačenja se neće vršiti:

(a) za plaćanja izvršena pre datuma zaključenja ovog sporazuma;

(b) ako se odnose na troškove u okviru Kategorije (1) osim i dok: (i) nezavisni eksperti za procenu životne sredine koji nemaju veze sa Projektom ne izvrše procenu životne sredine za Deo 1 ovog Projekta, koja je prihvatljiva za Banku,

a koje će se Zajmoprimac pridržavati prema projektnim zadacima koji su prihvatljivi za Banku; (ii) Zajmoprimac ne završi javne konsultacije o izveštaju o proceni životne sredine; (iii) eksperti za životnu sredinu koji su prihvatljivi za Banku ne pripreme plan upravljanja životnom sredinom za Deo 1 ovog Projekta, koji je za Banku zadovoljavajući, da bi se eliminisali, neutralizovali ili smanjili na prihvatljivi nivo svi nepovoljni ekološki i socijalni aspekti, uključujući akcije potrebne za implementaciju mera ublažavanja, praćenja i institucionalnih mera koje će se preduzeti u toku implementacije i rada gore navedenog Dela 1;

2. Poslednji datum za povlačenje sredstava je 30. april 2010. godine.

PROGRAM 2

Plan otplate

1. Sledeća tabela prikazuje datume otplate glavnice Zajma i procenat ukupnog iznosa glavnice Zajma koji se plaća svakog Datuma otplate glavnice (udeo rate). Ako su sredstva Zajma u potpunosti povučena prvog Datuma otplate glavnice, Banka određuje iznos glavnice Zajma koji otplaćuje Zajmoprimac svakog Datuma otplate glavnice tako što pomnoži: (a) sredstva povučena na prvi datum otplate glavnice sa (b) udelom rate za svaki datum otplate glavnice takav iznos koji se otplaćuje mora da se koriguje, prema potrebi, da se oduzmu svi iznosi pomenuti u paragrafu 4. ovog programa, na koje se primenjuje konverzija valute.

Datum otplate glavnice	Udeo rate (izraženo u procentima)
Svakog 15. februara i 15. avgusta Počevši od 15. avgusta 2012. godine do 15. avgusta 2023. godine	4,17%
Dana 15. februara 2024. godine	4,09%

2. Ukoliko sredstva Zajma nisu u potpunosti povučena prvog Datuma otplate glavnice, iznos glavnice Zajma koji Zajmoprimac otplaćuje svakog Datuma otplate glavnice određuje se na sledeći način:

(a) Do sume do koje su sredstva iz Zajma povučena prvog Datuma otplate glavnice, Zajmoprimac otplaćuje povučena sredstva (Withdrawn Loan Balance), na datum koji je u skladu sa paragrafom 1. ovog programa;

(b) Svaka suma koja je povučena posle prvog Datuma otplate glavnice, otplaćuje se svakog Datuma otplate glavnice koji pada posle takvog povlačenja, a u iznosima koje odredi Banka množenjem iznosa svakog povlačenja sa razlomkom čiji je brojilac originalni udeo rate naveden u tabeli u paragrafu 1. ovog programa za navedeni datum otplate glavnice („originalni udeo rate”) i čiji je imenilac suma svih preostalih originalnih udela rate za datum otplate glavnice koji pada na ili posle takvog datuma, takvi iznosi koji se otplaćuju moraju se korigovati, prema potrebi, da bi se oduzeli svi iznosi navedeni u paragrafu 4. ovog programa na koje se primenjuje Konverzija valute.

3. (a) Iznosi Zajma povučeni u roku od dva kalendarska meseca pre bilo kojeg Datuma otplate glavnice, isključivo u svrhu izračunavanja iznosa glavnice koji se plaća na svaki datum otplate glavnice, drugog Datuma otplate glavnice posle datuma povlačenja smatra se povučenim i neotplaćenim, i otplaćuje se svakog Datuma otplate glavnice počevši od drugog Datuma otplate glavnice posle datuma povlačenja;

(b) Ne izuzimajući odredbe pod-paragrafa (a) ovoga paragrafa, ako u bilo koje doba Banka usvoji sistem dostavljanja naloga za plaćanje po roku dospeća prema kojem se nalozi za plaćanje izdaju na ili posle odgovarajućeg Datuma otplate glavnice, odredbe tog pod - paragrafa više se neće primenjivati na bilo koja povlačenja izvršena nakon usvajanja pomenutog sistema.

4. Ne suprotstavljajući se odredbama paragrafa 1. i 2. ovog programa, nakon Konverzije valute celog ili dela povučenog Zajma u odobrenu valutu, iznos

konvertovan na taj način u odobrenu valutu, a koji se može otplatiti bilo kog Datuma otplate glavnice za vreme perioda konverzije, određuje Banka množenjem takvog iznosa u svojoj valuti denominacije neposredno pre Konverzije ili sa: (i) kursom koji odražava iznose glavnice u odobrenoj valuti koju Banka plaća po „hedžingu” za Konverziju; ili (ii) ako Banka tako odluči u skladu sa Smernicama za konverziju, za kursnu komponentu referentne stope.

PRILOG

Definicije

1. Kategorija označava kategoriju navedenu u tabeli u Programu 1 ovog sporazuma.
2. Sporazum o finansiranju znači sporazum između Zajmoprimca i Udruženja o Projektu koji nosi isti datum kao i ovaj sporazum, budući da takav sporazum može biti povremeno izmenjen. „Sporazum o finansiranju“ uključuje sve dodatke, programe i sporazume koji predstavljaju dopunu Sporazumu o finansiranju.
3. Opšti uslovi znače „Opšte uslove za zajmove Međunarodne banke za obnovu i razvoj“, od 1. jula 2005. godine (sa ispravkama sve do 15. oktobra 2006. godine).

Član 3.

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