

Z A K O N

O POTVRĐIVANJU SPORAZUMA O ZAJMU (PROJEKAT „REGIONALNI RAZVOJ BORA”) IZMEĐU REPUBLIKE SRBIJE I MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ

Član 1.

Potvrđuje se Sporazum o zajmu (Projekat „Regionalni razvoj Bora”) između Republike Srbije i Međunarodne banke za obnovu i razvoj, potpisan 27. jula 2007. godine u Beogradu.

Član 2.

Tekst Sporazuma o zajmu (Projekat „Regionalni razvoj Bora”) između Republike Srbije i Međunarodne banke za obnovu i razvoj, u originalu na engleskom i prevodu na srpski jezik glasi:

LOAN NUMBER 7464-YF

Loan Agreement

(Bor Regional Development Project)

between

REPUBLIC OF SERBIA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated July 27, 2007

LOAN NUMBER 7464-YF

LOAN AGREEMENT

Agreement dated July 27, 2007, between REPUBLIC OF SERBIA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank").

WHEREAS the Borrower has also requested the Association to provide additional assistance towards the financing of the Project and by an agreement of even date herewith between the Borrower and the Association (the Financing Agreement), the Association is agreeing to provide such assistance in an aggregate principal amount equal to six million six hundred thousand Special Drawing Rights (SDR 6,600,000) (the Credit).

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 or 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 twenty four million three hundred thousand Euro (€24,300,000), 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 of Schedule 2 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 Schedule 3 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 2 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 Conditions of Effectiveness consist of the following:
- (a) the Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness, other than those related to the effectiveness of this Agreement, have been fulfilled;
 - (b) the Borrower has published a public invitation for the privatization of RTB Core Assets, in a manner satisfactory to the Bank; and
 - (c) the Project Operational Manual, satisfactory to the Bank, has been prepared and adopted by the Borrower.
- 4.02. The Effectiveness Deadline is the date one hundred and fifty (150) 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

Subsidiary Agreement(s)

1. To facilitate the carrying out of the Part 2(b)(iii) of the Project, the Borrower shall make available a portion of the proceeds of the Loan, allocated from time to time to Category (4) set forth in the table in paragraph 2 of Part A of Schedule 2 to this Agreement, to the eligible MFI(s) under a subsidiary agreement(s) between the Borrower, or agent thereof, and each MFI, under terms and conditions acceptable to the Bank (Subsidiary Agreement(s)). Except as the Bank shall otherwise agree, such terms and conditions shall include the following:

- (i) each Subsidiary Loan to the MFI(s) shall be denominated and repayable in Euro;
- (ii) the Borrower, or the agent thereof, shall charge the MFI(s) interest on the principal amount withdrawn and outstanding from time to time at the rate equal to Euribor plus up to 1.5 % per annum; and
- (iii) each Subsidiary Loan shall be for a period of five years and shall be repayable in its entirety on the last day of maturity.

2. The Borrower, or agent thereof, shall exercise its rights under the Subsidiary Agreement(s) in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Financing. Except as the Bank shall otherwise agree, the Borrower, or agent thereof, shall not assign, amend, abrogate or waive the Subsidiary Agreement(s) or any of its provisions.

SCHEDULE 2

Withdrawal of Loan Proceeds

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	15,354,000	100%
(2) Goods, Consultants' Services and Training for Part 2(a) of the Project	3,730,170	100%

Category	Amount of the Loan Allocated (expressed in Euro)	Percentage of Expenditures to be financed
(3) Goods, Works, Consultants' Services and Training for Part 2(b)(i) and (ii) of the Project	1,600,000	100%
(4) Microfinance loan under Part 2(b)(iii) of the Project	2,481,000	100%
(5) Incremental Operating Costs, Consultants' Services and training for Part 3 of the Project	840,000	100%
(6) 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
(7) 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.
(8) Unallocated	294,830	
TOTAL AMOUNT	<u>24,300,000</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, except that withdrawals up to an aggregate amount not to exceed €400,000 equivalent may be made for payments made prior to this date but on or after April 27, 2007, for Eligible Expenditures under Categories (1), (2), (3) and (5); and

(b) under Category (4) until the Subsidiary Agreement with a particular MFI has been executed in a manner satisfactory to the Bank.

2. The Closing Date is September 30, 2012.

SCHEDULE 3

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.

Principal Payment Date	Installment Share (Expressed as a Percentage)
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 2 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.

BROJ ZAJMA 7464- YF

Sporazum o zajmu

(Projekat „Regionalni razvoj Bora”)

između

REPUBLIKE SRBIJE

i

MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ

Datum, 27. jul 2007. godine

BROJ ZAJMA 7464-YF

SPORAZUM O ZAJMU

Sporazum, od 27. jula, 2007. godine, između REPUBLIKE SRBIJE (Zajmoprimac) i MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ (Banka).

S OBZIROM DA JE Zajmoprimac takođe zatražio od Udruženja da mu obezbedi dodatnu finansijsku pomoć za finansiranje Projekta a prema sporazumu od istog datuma između Zajmoprimca i Udruženja (Sporazum o finansiranju), Udruženje se slaže da obezbedi takvu pomoć u ukupnom iznosu glavnice u protivvrednosti od 6.600.000 SDR (šest miliona šestotina hiljada specijalnih prava vučenja) (Kredit).

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 ili u 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 24.300.000 EUR (dvadesetčetiri miliona tristotine hiljada evra), koji se povremeno može konvertovati putem konverzije 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 2 datom uz ovaj sporazum.
- 2.03. Troškovi angažovanja koje plaća Zajmoprimac iznose 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 obračunava se po stopi koja je jednaka osnovnoj stopi LIBOR-a za valutu Zajma plus fiksna marža, čijeg dela Banka može povremeno da se odrekne; pod uslovom da se nakon konverzije celog iznosa ili bilo kog dela glavnice Zajma kamata koju na taj iznos plaća Zajmoprimac u toku perioda konverzije odredi 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 Planom otplate definisanim u Programu 3 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) konverzija 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 sa varijabilne stope na fiksnu stopu 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.

(v) 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 navedene u tabeli u Programu 2 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, Odeljak 3.02 Sporazuma o finansiranju i njegovim 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 tumači se kao Banka;
- (ii) termin Primalac tumači se kao Zajmoprimac;
- (iii) termin Kredit tumači se kao Zajam;
- (iv) termini ovaj sporazum ili Sporazum o finansiranju tumače se kao Sporazum o zajmu.

(b) Osim ako Banka drukčije ne izvesti Zajmoprimca:

- (i) sve akcije koje preduzme Udruženje, uključujući odobrenja koja daje, saglasno bilo kojim Odeljcima i njihovim programima, Sporazum 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 njegovih Programa, smatraju se da su dostavljene i Udruženju i Banci.

ČLAN IV – STUPANJE NA SNAGU; RASKID

4.01. Dodatni uslovi stupanja na snagu sastoje se od sledećeg:

(a) 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;

(b) da je Zajmoprimac objavio javni poziv za privatizaciju osnovne proizvodne imovine RTB Bor, na način prihvatljiv za Banku; i

(v) da je Primalac pripremio i usvojio Operativni priručnik za Projekat prihvatljiv za Banku.

4.02. Krajnji rok stupanja na snagu je sto pedeset (150) 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

Ovlašćeni predstavnik

MEĐUNARODNA BANKA
ZA OBNOVU I RAZVOJ

Potpisuje Simon Gray

Ovlašćeni predstavnik

PROGRAM 1

Podsporazum(i)

1. Da bi se olakšalo sprovođenje Dela 2(b)(iii) ovog projekta, Zajmoprimac daje na raspolaganje deo sredstava Zajma, koja se povremeno dodeljuju Kategoriji (4) prikazanoj u tabeli u paragrafu 2 Dela A Programa 2 ovog sporazuma, prihvatljivim MFI uz dodatni sporazum(e) sklopljen između Zajmoprimca ili njegovog zastupnika i svake MFI, pod uslovima prihvatljivim za Banku (Podsporazum(i)). Osim ako se Banka drukčije ne dogovori, ti uslovi uključuju sledeće:

- (i) Svaki Zajam iz podsporazuma koji se daje MFI je denominovan i otplaćuje se u evrima;
- (ii) Zajmoprimac, ili njegov zastupnik, povremeno naplaćuje od MFI kamatu na povučenu i neisplaćenu glavnicu po stopi jednakoj EURIBOR plus do 1,5% godišnje;
- (iii) Svaki Zajam iz podsporazuma daje se na period od pet godina i u potpunosti je isplativ poslednjeg dana dospeća.

2. Zajmoprimac, ili njegov zastupnik, ostvaruje svoja prava po Podsporazumu/ Podsporazumima na način kojim se štite interesi Zajmoprimca i Banke i ostvaruju ciljevi finansiranja. Osim ako se Banka ne dogovori drugačije, Zajmoprimac, ili njegov zastupnik, neće ustupiti, izmeniti, poništiti ili se odreći Podsporazuma ili ma koje odredbe istog/istih.

PROGRAM 2

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 u okviru projekata iz maja 2006, 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 Projekta	15.354.000	100%
(2) Roba, konsultantske usluge i obuka za Deo 2(a) Projekta	3.730.170	100%
(3) Roba, radovi, konsultantske usluge i obuka za Deo 2(b)(i) i (ii) Projekta	1.600.000	100%

(4) Zajmovi iz mikrofinansiranja u okviru Dela 2(b)(iii) Projekta	2.481.000	100%
(5) Inkrementalni troškovi poslovanja, konsultantske usluge i obuka za Deo 3 Projekta	840.000	100%
(6) Pristupna naknada	0	Iznos koji se plaća u smislu Odeljka 2.04 ovog sporazuma u skladu sa Odeljkom 2.07 (b) Opštih uslova.
(7) Premija za najvišu kamatnu stopu ili raspon kamatne stope	0	Iznos koji se plaća u smislu Odeljka 2.08(v) ovog sporazuma u skladu sa Odeljkom 4.04(v) Opštih uslova.
(8) Neraspoređeno	294.830	
UKUPAN IZNOS	<u>24.300.000</u>	

B. Uslovi povlačenja; Period povlačenja

1. Ne izuzimajući odredbe Dela A ovog odeljka, povlačenja se neće vršiti:

(a) za plaćanja izvršena pre datuma sklapanja ovog sporazuma, osim što povlačenja u ukupnom iznosu koji ne prelazi protivvrednost od 400.000 EUR mogu da se koriste za plaćanja izvršena pre ovog datuma ali na dan ili posle 27. aprila 2007. godine, za prihvatljive troškove u okviru Kategorija (1), (2), (3) i (5);

(b) u okviru Kategorije (4) dok se sa određenom MFI ne sklopi Podsporazum na način koji je prihvatljiv za Banku.

2. Poslednji datum za povlačenje sredstava je 30. septembar 2012. godine.

PROGRAM 3

Plan otplate

1. Sledeća tabela prikazuje Datume otplate glavnice Zajma i procenat ukupnog iznosa glavnice Zajma koji se otplaćuje svakog Datuma otplate glavnice („Udeo rate“). Ako su sredstva Zajma u potpunosti povučena do prvog Datuma otplate glavnice, Banka određuje iznos glavnice Zajma koji je Zajmoprimac dužan da otplati svakog Datuma otplate glavnice tako što pomnoži: (a) sredstva Zajma koja su povučena do prvog Datuma otplate glavnice sa (b) Udelom rate za svaki Datum otplate glavnice, pri čemu se tako dobijen iznos može korigovati kako bi se od njega oduzeli bilo koji iznosi navedeni 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	4,17 %
do 15. avgusta 2023. godine	
Dana 15. februara 2024. godine	4,09 %

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

(a) U slučaju da je bilo koji deo sredstava iz Zajma povučen do prvog Datuma otplate glavnice, Zajmoprimac otplaćuje povučena sredstva, na datum koji je u skladu sa paragrafom 1 ovog programa.

(b) Svaki iznos koji je povučen posle prvog Datuma otplate glavnice, otplaćuje se svakog datuma otplate glavnice koji pada posle datuma povlačenja, a u iznosima koje odredi Banka množenjem iznosa svakog takvog 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“) a čiji je imenilac zbir svih preostalih Originalnih udela rate za Datume otplate glavnice koji padaju na ili posle takvog datuma, takvi iznosi koji se otplaćuju moraju se korigovati, prema potrebi, da bi se oduzeli bilo koji iznosi navedeni u paragrafu 4 ovog programa na koje se primenjuje Konverzija valute.

3. (a) Sredstva Zajma povučena u roku od dva kalendarska meseca pre nekog Datuma otplate glavnice, isključivo u svrhu izračunavanja iznosa glavnice koji se otplaćuje na bilo koji Datum otplate glavnice, smatraće se povučenim i neotplaćenim na drugi Datum otplate glavnice posle datuma povlačenja i otplaćuju se svakog datuma otplate glavnice počevši od drugog Datuma otplate glavnice posle datuma povlačenja.

(b) Ne izuzimajući odredbe pod-paragrafa (a) ovog 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 izuzimajući odredbe paragrafa 1 i 2 ovog programa, nakon Konverzije valute celokupnih povučenih sredstava Zajma ili njegovog dela u odobrenu valutu, iznos koji je na taj način konvertovan u odobrenu valutu, a koji se može otplatiti bilo kog Datuma otplate glavnice za vreme Perioda konverzije, određuje Banka množenjem takvog iznosa u njegovoj 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 prikazanu u tabeli u Programu 2 ovog sporazuma.
2. Sporazum o finansiranju označava 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 označavaju Opšte uslove za zajmove Međunarodne banke za obnovu i razvoj, od 1. jula 2005. godine.

Član 3.

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