

Z A K O N

O POTVRĐIVANJU UGOVORA O GARANCIJI IZMEĐU REPUBLIKE SRBIJE I EVROPSKE BANKE ZA OBNOVU I RAZVOJ „BEOGRADSKI AUTOPUT I OBILAZNICA”

Član 1.

Potvrđuje se Ugovor o garanciji između Republike Srbije i Evropske banke za obnovu i razvoj „Beogradski autoput i obilaznica”, potpisan 15. novembra 2007. godine u Beogradu.

Član 2.

Tekst Ugovora o garanciji između Republike Srbije i Evropske banke za obnovu i razvoj „Beogradski autoput i obilaznica”, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

Belgrade Highway and Bypass

Guarantee Agreement

between

Republic of Serbia

and

European Bank for Reconstruction and Development

Belgrade, 15 November 2007

GUARANTEE AGREEMENT

AGREEMENT dated 15 November 2007 between **REPUBLIC OF SERBIA** (the "Guarantor") and **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT** (the "Bank").

PREAMBLE

WHEREAS, the Guarantor and PUBLIC ENTERPRISE "ROADS OF SERBIA" have requested assistance from the Bank in the financing of part of the Project;

WHEREAS, pursuant to a loan agreement dated the date hereof between PUBLIC ENTERPRISE „ROADS OF SERBIA" as Borrower and the Bank (the "Loan Agreement" as defined in the Standard Terms and Conditions), the Bank has agreed to make a loan to the Borrower in the amount of eighty million Euro (EUR 80,000,000), subject to the terms and conditions set forth or referred to in the Loan Agreement, but only on the condition that the Guarantor guarantees the obligations of the Borrower under the Loan Agreement as provided in this Agreement; and

WHEREAS, the Guarantor, in consideration of the Bank entering into the Loan Agreement with the Borrower, has agreed to guarantee such obligations of the Borrower.

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 1 May 2006 are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein.

Section 1.02. Definitions

Wherever used in this Agreement (including the Preamble), 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 and the Loan Agreement have the respective meanings given to them therein and the following term has the following meaning:

"Guarantor's Authorised Representative" means the Minister of Finance.

"Roads Law" means the law regulating the ownership and responsibilities for funding, administration, management and operation of the road network in the Republic of Serbia, passed by the National Assembly of the Republic of Serbia on November 14, 2005 and published in the Official Gazette No. 101/05 on November 21, 2005.

Section 1.03. Interpretation

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

ARTICLE II - GUARANTEE; OTHER OBLIGATIONS

Section 2.01. Guarantee

The Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of any and all sums due under the Loan Agreement, whether at stated maturity, by acceleration or otherwise, and the punctual performance of all other obligations of the Borrower, all as set forth in the Loan Agreement.

Section 2.02. Project Completion

Whenever there is reasonable cause to believe that the funds available to the Borrower will be inadequate to meet the estimated expenditures required for the carrying out of the Project, the Guarantor shall promptly take measures satisfactory to the Bank to provide the Borrower, or cause the Borrower to be provided, with such funds as are needed to meet such expenditures and requirements.

Section 2.03. Other Obligations

(a) The Guarantor shall not impose any direct or indirect taxes on foreign consultants employed by the Bank or the Borrower in the implementation of the Project and financed out of the proceeds of the Loan or any technical cooperation funds made available by the Bank.

(b) The Guarantor shall publish the tender or auction for the privatisation of all companies performing road maintenance at a national level.

(c) The Guarantor shall eliminate the differential between the tolls charged for international vehicles and tolls charged for domestic vehicles operated within the territory of the Republic of Serbia.

(d) The Guarantor shall take all actions necessary for ensuring that the Project is carried out in accordance with all the applicable environmental and social regulations and standards in effect from time to time in the jurisdiction in which the Project is located and with standards existing in the European Union on the date hereof (or, in the event that such standards do not exist in the European Union, as set forth in the

applicable environmental guidelines of the World Bank Group, and the International Finance Corporation's Safeguard Policies on Indigenous Peoples, Involuntary Resettlement and Cultural Property as referred to in the Bank's Environmental Policy).

(e) The Guarantor shall take all actions necessary for the full implementation of the Roads Law including the approval of such regulations and by-laws as are necessary in connection therewith (including those submitted to it by the Borrower in accordance with Section 3.01(d)(1) of the Loan Agreement).

ARTICLE III - MISCELLANEOUS

Section 3.01. Notices

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

For the Guarantor:

Ministry of Finance
Kneza Milosa 20 Street
Belgrade
Serbia

Attention: Mirjana Jovasevic

Fax: +381 11 3618 961

For the Bank:

European Bank for Reconstruction and Development
One Exchange Square
London EC2A 2JN
United Kingdom

Attention: Operation Administration Unit

Fax: +44-20-7338-6100

Telex: 8812161

Answerback: EBRD L G

Section 3.02. Legal Opinion

For purposes of Section 9.03(b) of the Standard Terms and Conditions and in accordance with Section 6.02 of the Loan Agreement, the opinion or opinions of counsel shall be given on behalf of the Guarantor by the Minister of Justice of the Republic of Serbia.

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

REPUBLIC OF SERBIA

By: _____
Name: Mirko Cvetkovic
Title: Minister of Finance

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By: _____
Name: Peter Reiniger
Title: Business Group Director

Beogradski autoput i obilaznica

UGOVOR O GARANCIJI

između

Republike Srbije

i

Evropske banke za obnovu i razvoj

Beograd, 15 novembar 2007. godine

UGOVOR O GARANCIJI

UGOVOR od 15. novembra 2007. godine između **REPUBLIKE SRBIJE** („Garant“) i **EVROPSKE BANKE ZA OBNOVU I RAZVOJ** („Banka“).

PREAMBULA

S OBZIROM NA TO DA su Garant i Javno preduzeće „Putevi Srbije“ zatražili pomoć od Banke u finansiranju dela Projekta;

S OBZIROM NA TO DA se u skladu sa Ugovorom o zajmu koji nosi datum ovog ugovora između Javnog preduzeća „Putevi Srbije“ kao Zajmoprimca i Banke („Ugovor o zajmu“ kao što je definisano u Standardnim uslovima), Banka složila da odobri zajam Zajmoprimcu u iznosu od osamdeset miliona evra (80.000.000 EUR), prema uslovima iznesenim ili pomenutim u Ugovoru o zajmu, ali samo pod uslovom da Garant garantuje za obaveze Zajmoprimca prema Ugovoru o zajmu kako je predviđeno u ovom ugovoru;

S OBZIROM NA TO DA je Garant razmotrio zaključenje Ugovora o zajmu između Banke i Zajmoprimca, i saglasio se da garantuje za obaveze Zajmoprimca iz tog ugovora;

NA OSNOVU TOGA, ugovorne strane su saglasne sa dole navedenim:

ČLAN I - STANDARDNI USLOVI; DEFINICIJE

Odeljak 1.01. Uključenje Standardnih uslova

Sve odredbe Standardnih uslova Banke od 1. maja 2006. godine ovim se uključuju u ovaj ugovor i primenljive su na ovaj ugovor sa istom snagom i dejstvom kao da su u celosti navedene u ovom ugovoru.

Odeljak 1.02. Definicije

Gde god da se koriste u ovom ugovoru (uključujući Preambulu), osim ako nije drugačije utvrđeno ili ako kontekst drugačije ne nalaže, termini definisani u Preambuli imaju značenja koja su im tamo data, termini definisani u Standardnim uslovima i Ugovoru o zajmu imaju odgovarajuća značenja koja su im data u njima, a sledeći termini imaju sledeća značenja:

„Ovlašćeni predstavnik
Garanta” označava Ministra finansija.

„Zakon o javnim putevima” označava zakon koji reguliše vlasništvo i odgovornosti za finansiranje, administriranje, upravljanje i eksploataciju putne mreže u Republici Srbiji, koji je usvojila Narodna skupština Republike Srbije 14. novembra 2005. godine i koji je objavljen 21. novembra 2005. godine u „Službenom glasniku”, broj 101/05.

Odeljak 1.03. Tumačenje

U ovom ugovoru, pozivanje na određeni član ili odeljak, osim kada je drugačije naglašeno, tumači se kao pozivanje na određeni član ili odeljak ovoga ugovora.

ČLAN II - GARANCIJA; OSTALE OBAVEZE

Odeljak 2.01. Garancija

Garant ovim putem bezuslovno garantuje, kao primarni dužnik, a ne samo kao jemac, propisno i pravovremeno plaćanje svih iznosa dospelih prema Ugovoru o zajmu, bilo po utvrđenom roku dospeća, prevremenoj otplati ili nekoj drugoj osnovi, kao i pravovremeno izvršenje svih ostalih obaveza Zajmoprimca, kako je predviđeno Ugovorom o zajmu.

Odeljak 2.02. Izvođenje Projekta

Kad god se pojavi opravdan razlog koji dovodi do zaključka da sredstva kojima raspolaže Zajmoprimac neće biti dovoljna da se pokriju procenjeni troškovi neophodni za izvođenje Projekta, Garant će bez odlaganja preduzeti mere zadovoljavajuće po Banku da obezbedi Zajmoprimcu sredstva koja su neophodna da se ti troškovi pokriju ili će omogućiti da Zajmoprimac dobije pomenuta sredstva.

Odeljak 2.03. Ostale obaveze

(a) Garant neće nametati direktne ili indirektne poreze stranim konsultantima koje je angažovala Banka ili Zajmoprimac na realizaciji Projekta, a koji se finansiraju iz sredstava Zajma ili sredstava bilo koje tehničke pomoći koje je Banka stavila na raspolaganje.

(b) Garant će raspisati tender ili aukciju za privatizaciju svih preduzeća koja se bave održavanjem nacionalne mreže puteva.

(c) Garant će ukloniti razliku između putarina koje se naplaćuju za strana vozila i putarina koje se naplaćuju za domaća vozila koja se kreću na teritoriji Republike Srbije.

(d) Garant će preduzeti sve neophodne aktivnosti kako bi se postarao da se Projekat realizuje u skladu sa svim primenljivim ekološkim i socijalnim propisima i standardima koji su povremeno na snazi u jurisdikciji u kojoj se Projekat nalazi, kao i sa standardima koji postoje u Evropskoj uniji na datum ovog ugovora (ili u slučaju da ti standardi ne postoje u Evropskoj uniji, u skladu sa onim što je utvrđeno u relevantnim smernicama za zaštitu životne sredine Grupacije Svetske banke i Zaštitnim politikama Međunarodne finansijske korporacije o starosedeocima, prinudnom raseljavanju i kulturnoj imovini koje se spominju u Politici o zaštiti životne sredine koju Banka sprovodi).

(e) Garant će preduzeti sve mere koje budu neophodne za sprovođenje Zakona o javnim putevima, uključujući i donošenje onih propisa i podzakonskih akata koji s tim u vezi budu potrebni (obuhvatajući i akte iz odeljka 3.01. (d) (1) Ugovora o zajmu).

ČLAN III - RAZNO

Odeljak 3.01. Obaveštenja

Sledeće adrese su date za potrebe odeljka 10.01 Standardnih uslova:

Za Garanta:

Ministarstvo finansija
Kneza Miloša 20
Beograd
Republika Srbija

Na ruke: Mirjana Jovašević

Fax: +381 11 3618 961

Za Banku:

Evropska banka za obnovu i razvoj
One Exchange Square
London EC2A 2JN
United Kingdom

Na ruke: Operation Administration Unit

Fax: +44-20-7338-6100

Telex: 8812161

Answerback: EBRD L G

Odeljak 3.02. Pravno mišljenje

Za potrebe odeljka 9.03(b) Standardnih uslova, a u skladu sa odeljkom 6.02. Ugovora o zajmu, ministar pravde Republike Srbije daje mišljenje ili mišljenja pravnog savetnika u ime Garanta.

U POTVRDU NAPRED NAVEDENOG, ugovorne strane preko svojih propisno ovlašćenih predstavnika postarale su se da se ovaj ugovor potpiše u pet primeraka i preda u Beogradu, Srbija na dan i u godini kako je napred navedeno.

REPUBLIKA SRBIJA

Potpisuje: _____
Ime: Mirko Cvetković
Zvanje: ministar finansija

**EVROPSKA BANKA
ZA OBNOVU I RAZVOJ**

Potpisuje: _____
Ime: Peter Reiniger
Zvanje: Business Group Director

Član 3

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