

Z A K O N
O POTVRĐIVANJU FINANSIJSKOG UGOVORA IZMEĐU
REPUBLIKE SRBIJE I EVROPSKE INVESTICIONE BANKE ZA
PROJEKAT KLINIČKI CENTRI/A

Član 1.

Potvrđuje se Finansijski ugovor između Republike Srbije i Evropske investicione banke za Projekat Klinički centri/A, potpisan 8. decembra 2006. godine u Beogradu.

Član 2.

Tekst Finansijskog ugovora između Republike Srbije i Evropske investicione banke za Projekat Klinički centri/A, u originalu na engleskom i prevodu na srpski jezik glasi:

FI no.(CS)
SERAPIS no. 2004-0340

Clinical Centres / A

Finance Contract

between the

Republic of Serbia

and the

European Investment Bank

Belgrade, 8 December 2006

THIS CONTRACT IS MADE BETWEEN:

the Republic of Serbia, acting
through its Minister of International
Economic Relations, Dr Milan
Parivodic,

(hereinafter called the
“**Borrower**”)

of the first part and,

the European Investment Bank
having its seat at 100 blvd Konrad
Adenauer, L-2950 Luxembourg,
represented by the Vice President, Mr
Gerlando Genuardi,

(hereinafter called the “**Bank**”)

of the second part

WHEREAS:

- (1) The Borrower has stated that it desires to undertake a project (hereinafter called the “**Project**”) through its Ministry of Health (the Borrower, acting through its Ministry of Health, hereinafter also called the “**Promoter**”) consisting in the modernisation, redevelopment and extension of Serbia’s four tertiary care hospitals in Belgrade, Kragujevac, Nis and Novi Sad, as more particularly described in the technical description (hereinafter called the “**Technical Description**”) set out in Schedule I hereto.
- (2) The total cost of the Project, as estimated by the Bank is EUR 430,000,000 (four hundred and thirty million euros) to be financed as follows:

Source	Amount (M EUR)
Government of the Republic of Serbia	165.80
EU Commission Funds/CARDS Programme	38.60
World Bank	15.60
Bilateral donors	10.00
Credit from the Bank	<u>200.00</u>
TOTAL	430.00

- (3) In order to fulfil the financing plan set out in Recital (2), the Borrower has requested from the Bank a credit of up to EUR 150,000,000 (one hundred fifty million euros) and has informed the Bank that in the near future it intends to submit a further request of 50,000,000 (fifty million euros) for the financing of the Project.
- (4) The former Federal Republic of Yugoslavia and the Bank concluded on 13 December 2001 a framework agreement governing the Bank’s activities in the territory of the Federal Republic of Yugoslavia (hereinafter called the “**Framework Agreement**”).
- (5) Following a referendum on independence in the Republic of Montenegro on 21 May 2006 and the adoption of the Declaration of Independence by the National Assembly of the Republic of Montenegro, the Parliament of the Republic of Serbia has adopted a decision on 5 June 2006 whereby the Republic of Serbia has declared to be the successor of the Federal Republic of Yugoslavia and to have fully inherited its international legal personality and international documents.
- (6) This declaration has been recognised by the international community, including other international financial institutions and the European Community, which, following the Presidency Conclusions of the Council of the European Union dated 15/16 June 2006, considered the Republic of Serbia as the successor state of the Federal Republic of Yugoslavia.
- (7) The Republic of Serbia has therefore assumed all the obligations arising from the Framework Agreement in relation to its own territory and the financing of this Project falls within the scope of the Framework Agreement.
- (8) In response to the Borrower’s request, being satisfied that the financing of the Project comes within the scope of its functions, and relying, inter alia, on the statements and facts cited in these Recitals, the Bank is willing to make available to the Borrower a first credit of EUR 80,000,000 (eighty million euros) under this finance contract (hereinafter called the “**Contract**”).
- (9) The Statute of the Bank provides that the Bank shall ensure that its funds are used as rationally as possible in the interests of the European Community and, accordingly, the terms and conditions of its loan operations must be consistent with relevant European Community policies.
- (10) References herein to “Articles”, “Recitals”, and “Schedules” are references respectively to articles of, and recitals, and schedules to this Contract.

NOW THEREFORE it is hereby agreed as follows:

ARTICLE 1
Credit and disbursement

1.01 Amount and allocation of Credit

By this Contract the Bank establishes in favour of the Borrower, and the Borrower accepts, a credit (hereinafter called the "**Credit**") in an amount up to EUR 80,000,000 (eighty million euros) for the financing of the Project.

1.02 Disbursement procedure

1.02(1) Tranches

The Bank shall disburse the Credit in up to 7 tranches. The amount of each tranche, if not being the first and the last tranche, shall be a minimum of EUR 10,000,000 (ten million euros). The amount of the first tranche shall be a minimum of EUR 5,000,000 (five million euros). A tranche requested by the Promoter in accordance with Article 1.02(2) is hereinafter referred to as a "**Tranche**".

1.02(2) Disbursement Request

From time to time up to 31 December 2009, the Promoter may present to the Bank a written request (a "**Disbursement Request**"), substantially in the form set out in Schedule III, for the disbursement of a Tranche. The Disbursement Request shall specify:

- (i) the amount and the currency of the Tranche;
- (ii) the preferred date for disbursement, which shall be a Relevant Business Day (as defined in Article 5.01), falling not less than fifteen (15) calendar days following the date of the Disbursement Request, it being understood that the Bank may disburse the Tranche up to four (4) calendar months from the date of the Disbursement Request;
- (iii) whether the Tranche bears a fixed rate of interest (i.e. it is a "**Fixed-Rate Tranche**") or a floating rate of interest at a fixed spread (i.e. a "**Fixed-Spread Floating-Rate Tranche**" or "**FSFR Tranche**"), both pursuant to the relevant provisions of Article 3.01;
- (iv) the preferred terms for repayment of principal, chosen in accordance with Article 4.01;
- (v) the preferred Payment Dates, chosen in accordance with Article 5.01;
- (vi) whether the disbursement is aimed at financing the construction works of any of the four clinical centres mentioned in Recital (1); and
- (vii) in the case of an FSFR Tranche, the choice of the Interest Conversion Date (as defined in Schedule IV), if any.

The Promoter may also at its discretion specify in the Disbursement Request the following respective elements, if any, as indicated by the Bank without commitment to be applicable to the Tranche during its lifetime, that is to say:

- (i) in the case of a Fixed-Rate Tranche, the interest rate; and
- (ii) in the case of an FSFR Tranche, the Spread (as defined in Article 3.01).

Subject to the second last paragraph of Article 1.02(3), each Disbursement Request is irrevocable.

1.02(3) Disbursement Notice

Between ten (10) and fifteen (15) days before the date of disbursement of a Tranche the Bank shall, if the Disbursement Request conforms to Article 1.02(2), deliver to the Promoter a notice (hereinafter a “**Disbursement Notice**”), which shall specify:

- (i) the amount and the currency of disbursement;
- (ii) the date on which the Tranche is scheduled to be disbursed (hereinafter referred to as the “**Scheduled Disbursement Date**”), disbursement being in any case subject to the conditions of Article 1.04;
- (iii) the interest rate basis;
- (iv) for a Fixed-Rate Tranche the fixed interest rate, and for an FSFR Tranche the Spread;
- (v) the terms for repayment of principal and the periodicity of the payment of interest;
- (vi) the applicable Payment Dates; and
- (vii) in the case of an FSFR Tranche, the Interest Conversion Date, if any.

If one or more of the elements specified in the Disbursement Notice does not conform to the corresponding element, if any, in the Disbursement Request, the Promoter may within three (3) Luxembourg Business Days following receipt of the Disbursement Notice revoke the Disbursement Request by notice to the Bank and thereupon the Disbursement Request and the Disbursement Notice shall be of no effect.

For the purposes of this Contract generally “**Luxembourg Business Day**” means a day on which commercial banks are open for business in Luxembourg.

1.03 Currency and account of disbursement

1.03(1) Currency of disbursement

The Bank shall disburse each Tranche in EUR.

1.03(2) Account of disbursement

The amount of each Tranche shall be disbursed by the Bank on behalf and for account of the Borrower by transfer to a special account being entitled "Clinical Centres / A" opened in the name of the Ministry of Finance of the Borrower with the National Bank of Serbia and bearing a number which is to be communicated to the Bank by a duly authorised officer of the Ministry of Finance of the Borrower in writing accompanying the first Disbursement Request.

The Borrower recognises that each transfer of an amount by the Bank in the manner set out above shall increase the outstanding balance of the Loan (as defined below) by the amount so transferred.

1.04 Conditions of disbursement

1.04(1) First Tranche

The disbursement of the first Tranche under this Contract shall be subject to the Bank having received by the Borrower on or before the date falling seven Luxembourg Business Days preceding the Scheduled Disbursement Date the following documents or evidence in form and substance satisfactory to it:

- (i) a legal opinion issued by its Ministry of Justice of the Borrower, confirming that
 - the conclusion of this Contract has been authorised by a decision of the Government of the Republic of Serbia,
 - the financing of this Project falls within the scope of the Framework Agreement,

- the Contract is duly executed by the Borrower,
 - its provisions are in full force and effect,
 - it is valid, binding and enforceable in the Republic of Serbia in accordance with its terms, and
 - no exchange control restrictions are in place or consents are required in order to permit the receipt of all amounts to be disbursed hereunder on the special account mentioned in Article 1.03(2) and to permit the repayment of the Loan and the payment of interest and all other amounts due under this Contract;
- (ii) evidence that the Promoter has established a Project Implementation Unit or an organisation with equivalent function (“**PIU**”) to the satisfaction of the Bank and that it is adequately staffed with qualified and dedicated personnel for carrying out the following duties: (i) tender preparation, publication, evaluation and award processes, (ii) co-ordination of activities and administrative support to the project teams of the four clinical centres mentioned in Recital (1); and (iii) management of the disbursement process and provision of progress reports to the Bank.

1.04(2) All Tranches

Furthermore, the disbursement of each Tranche under Article 1.02(2), including the first, shall be subject to the Bank having received by the Borrower on or before the date falling seven (7) Luxembourg Business Days preceding the relevant Scheduled Disbursement Date the following documents or evidence in form and substance satisfactory to it:

- (i) evidence of the authority of the person or persons authorised to sign the Disbursement Requests and any other documents and/or notifications provided for under this Contract, as well as the authenticated specimen signature of such person or persons;
- (ii) a recent confirmation that such part of the budgetary funds and grants referred to in Recital (2) are and/or will be available to the Promoter as is necessary to enable the undisturbed progress of the execution of the Project in accordance with Schedule I during the current budgetary year and, if the relevant budget law has been adopted, any budgetary year falling thereafter;
- (iii) documents demonstrating that it may reasonably be expected that the Promoter will have incurred, by the 180th day falling after the preferred date for disbursement specified in the Disbursement Request, Qualifying Expenditure in an amount at least equal to the 80% of the amount of the Tranche to be disbursed, provided that, for the purposes of this Contract generally, "Qualifying Expenditure" means expenditure (including costs of design and supervision, if relevant, and net of taxes and duties payable by the Promoter) incurred by the Promoter in respect on works, goods and services in respect of items specified in the Technical Description as eligible for financing under the Credit;
- (iv) documents demonstrating that the Promoter has incurred Qualifying Expenditure in an amount at least equal to the aggregate of the 80% of the amount of the last disbursed Tranche, if any, and 100% of the amounts of all the Tranches, if any, disbursed prior to the last disbursed Tranche.

1.04(3) Tranches Regarding Construction Contracts

Without prejudice to any other condition set out in this Article to 1.04 disbursements aimed at financing the construction works of each of the four clinical centres mentioned in Recital (1) shall be further subject to the Bank having received by the Borrower on or before the date falling seven (7) Luxembourg Business Days preceding the Scheduled Disbursement Date and in any case prior to the actual awarding of the first construction contracts for each of the four clinical centres mentioned in Recital (1) the following documents or evidence in form and substance satisfactory to it:

- (i) a copy of the first construction contract to be awarded for each clinical centres mentioned in Recital (1) for the Bank's non objection;
- (ii) a copy of the Master Plan, within which the Project will be implemented, for each of the four clinical centres;
- (iii) evidence that the scope and the design of the plan has been reviewed in order to be consistent with (i) the outcome of the tertiary care model and business planning exercises of the Capacity Building for Tertiary Health Care programme funded by the European Agency for Reconstruction, and (ii) the up to date findings of the Health Sector reconfiguration Strategy programme funded by the World Bank; and
- (iv) environmental studies, if required by the applicable legislation.

1.04(4) Last Tranche

The submission of the last Disbursement Request under Article 1.02(1), shall be subject to the Bank having received, in form and substance acceptable to it, by the Borrower: (i) documents demonstrating to the satisfaction of the Bank that it may reasonably be expected that the Promoter will have incurred, by the 180th day falling after the preferred date for such disbursement specified in the Disbursement Request, Qualifying Expenditure in an amount equal to the 100% of the amount of the Tranche to be disbursed; and (ii) documents demonstrating to the satisfaction of the Bank that the Promoter has incurred Qualifying Expenditure in an amount equal to the 100% of the amounts of all previously disbursed Tranches.

1.04(5) General provisions on the conditions of disbursement

In case a Disbursement Request is made without the conditions set out in Article 1.04 having been fulfilled, such Disbursement Request shall be deemed to have been received by the Bank on the date on which the Bank is satisfied that such conditions have been fulfilled.

Notwithstanding the provision of the previous paragraph, if any part of the documents received pursuant to Article 1.04 is not satisfactory to the Bank, the Bank may disburse, without prejudice to the minimum amount set out in Article 1.02(1), an amount equal to the amount being the subject of the relevant Disbursement Request less the amount corresponding to the undocumented incurred and forecasted Qualifying Expenditures.

1.05 Deferment of disbursement

1.05(1) Grounds for deferment

The Bank shall, upon a written request of the Borrower, defer disbursement of any Tranche in whole or in part to a date specified by the Borrower being a date falling not more than six (6) months from its Scheduled Disbursement Date. In such a case, the Borrower shall pay deferment indemnity as determined pursuant to Article 1.05(2) below. Any request for deferment shall have effect in respect of a Tranche only if it is made at least seven (7) Luxembourg Business Days before its Scheduled Disbursement Date.

If any of the conditions referred to in Article 1.04 is not fulfilled as of the specified date, disbursement will be deferred to a date agreed between the Bank and the

Borrower falling not less than seven (7) Luxembourg Business Days following the fulfilment of the conditions of disbursement to the satisfaction of the Bank.

1.05(2) Deferment indemnity

If the disbursement of any Notified Tranche (as defined below in this Article 1.05(2)) is deferred, whether on request of the Borrower as set out in Article 1.05(1) or by reason of non-fulfilment of the conditions of disbursement, the Borrower shall, upon demand by the Bank, pay an indemnity on the amount of which disbursement is deferred. Such indemnity shall accrue from the Scheduled Disbursement Date to the actual disbursement date or, as the case may be, until the date of cancellation of the Tranche at a rate equal to R_1 minus R_2 , where:

“ R_1 ” means the rate of interest that would have applied from time to time pursuant to Article 3.01 and the relevant Disbursement Notice, if the Tranche had been disbursed on the Scheduled Disbursement Date

and

“ R_2 ” means the EURIBOR less 0.125% (12.5 basis points); provided that for the purpose of determining EURIBOR in relation to this Article 1.05, the relevant periods provided for in Schedule II shall be successive periods of one (1) month commencing on the Scheduled Disbursement Date.

Furthermore, the indemnity:

- (a) if the deferment exceeds one (1) month in duration, shall accrue at the end of every month and be payable in accordance with Article 1.07;
- (b) shall be calculated using the day count convention applicable to R_1 ;
- (c) where R_2 exceeds R_1 , shall be set at zero; and
- (d) shall be payable in accordance with Article 1.07.

In this Contract a “**Notified Tranche**” means a Tranche in respect of which the Bank has issued a Disbursement Notice.

1.05(3) Cancellation of disbursement deferred by six months

The Bank may, by notice to the Borrower, cancel a disbursement which has been deferred under Article 1.05(1) by more than six (6) months in aggregate. The cancelled amount shall remain available for disbursement under Article 1.02.

1.06 Cancellation and suspension

1.06(1) Borrower’s right to cancel

The Borrower may at any time by notice given to the Bank cancel, in whole or in part and with immediate effect, the undisbursed portion of the Credit. However, the notice shall have no effect on a Notified Tranche whose Scheduled Disbursement Date falls within seven (7) Luxembourg Business Days following the date of the notice.

1.06(2) Bank’s right to suspend and cancel

The Bank may, by notice to the Borrower, in whole or in part suspend and/or cancel the undisbursed portion of the Credit at any time, and with immediate effect:

- (i) upon an event mentioned in Article 10.01; and
- (ii) in exceptional circumstances adversely affecting the Bank’s access to the capital market, save as regards a Notified Tranche.

Furthermore, to the extent that the Bank may cancel the Credit under Article 4.03(1), the Bank may also suspend it. Any suspension shall continue until the Bank ends the suspension or cancels the suspended amount.

1.06(3) Indemnity for suspension and cancellation of a Tranche

1.06(3)(i) SUSPENSION

If the Bank suspends a Notified Tranche upon an event mentioned in Article 10.01, the Borrower shall indemnify the Bank under Article 1.05(2).

1.06(3)(ii) CANCELLATION

If a Fixed Rate Notified Tranche is cancelled by the Borrower pursuant to Article 1.06(1) above, the Borrower shall indemnify the Bank under Article 4.02(2)(i). If any part of the Credit other than a Fixed Rate Notified Tranche is cancelled by the Borrower pursuant to Article 1.06(1) above, no indemnity is payable.

If the Bank cancels a Fixed Rate Tranche disbursement pursuant to Article 1.05(3), the Borrower shall indemnify the Bank under Article 4.02(2)(i). If the Bank cancels a Notified Tranche upon an event mentioned in Article 10.01, the Borrower shall indemnify the Bank under Article 10.03. Save in these cases, no indemnity is payable upon cancellation by the Bank.

An indemnity shall be calculated on the basis that the cancelled amount is deemed to have been disbursed and repaid on the Scheduled Disbursement Date or, to the extent that the disbursement of the Tranche is currently deferred or suspended, on the date of the cancellation notice.

1.06(4) Cancellation after expiry of Credit

At any time after the deadline for the Borrower to submit a Disbursement Request under Article 1.02(2), the Bank may by notice to the Borrower, and without liability arising on the part of either party, cancel any part of the Credit other than a Notified Tranche.

1.07 Sums due under Article 1

Sums due under Articles 1.05 and 1.06 shall be payable in EUR. They shall be payable within seven (7) days of the Borrower's receipt of the Bank's demand or within any longer period specified in the Bank's notice of demand.

**ARTICLE 2
The Loan**

2.01 Amount of Loan

The loan made under the Credit (hereinafter the "Loan") shall comprise the aggregate of the amounts disbursed by the Bank, as notified by the Bank upon the occasion of the disbursement of each Tranche.

2.02 Currency of repayments

Each repayment of a Tranche under Article 4 or, as the case may be, Article 10 shall be in EUR.

2.03 Currency of interest and other charges

Interest and any other applicable charges payable by the Borrower under Articles 3, 4 and, where applicable, 10 shall be calculated and be payable in EUR.

Any other payment shall be made in the currency specified by the Bank having regard to the currency of the expenditure to be reimbursed by means of that payment.

2.04 Confirmation by the Bank

After each disbursement of a Tranche, the Bank shall deliver to the Borrower a summary statement showing the disbursement date and amount, repayment terms and the interest rate of and for that Tranche. Such confirmation shall include an amortisation table.

ARTICLE 3

Interest

3.01 Rate of interest

3.01(1) Fixed-Rate Tranches

The Borrower shall pay interest on the outstanding balance of each Fixed-Rate Tranche semi-annually in arrears on the relevant Payment Dates as specified in the relevant Disbursement Notice, commencing on the first such Payment Date following the date of disbursement of the Tranche.

Interest shall be calculated on the basis of Article 5.02(i) at the Fixed Rate. In this Contract, “**Fixed Rate**” means an annual interest rate determined by the Bank in accordance with the applicable principles from time to time laid down by the governing bodies of the Bank for loans made at a fixed rate of interest, denominated in EUR and bearing equivalent terms for the repayment of capital and the payment of interest.

3.01(2) Fixed-Spread-Floating-Rate Tranches

The Borrower shall pay interest on the outstanding balance of each FSFR Tranche at FSFR (as defined below) semi-annually in arrears on the relevant Payment Dates as specified in the relevant Disbursement Notice.

The Bank shall notify FSFR to the Borrower within ten (10) days following the commencement of each FSFR Reference Period.

Interest shall be calculated in respect of each FSFR Reference Period on the basis of Article 5.02(ii).

In this Contract:

“**FSFR**” means a fixed-spread floating interest rate, that is to say an annual interest rate equal to EURIBOR plus or minus the Spread, determined by the Bank for each successive FSFR Reference Period.

“**FSFR Reference Period**” means each period of six (6) months from one Payment Date to the next relevant Payment Date, provided that the first FSFR Reference Period shall commence on the date of disbursement of the Tranche.

“**Spread**” means such fixed spread to EURIBOR (being either plus or minus) determined by the Bank and notified to the Borrower in the relevant Disbursement Notice.

3.01(3) Conversion of Tranches

Where the Borrower exercises an option to convert the interest rate basis of a Tranche, it shall, from the effective date of the conversion, pay interest at a rate determined in accordance with the provisions of Schedule IV.

3.02 Interest on overdue sums

Without prejudice to Article 10 and by way of exception to Article 3.01, interest shall accrue on any overdue sum payable under the terms of this Contract from the due date to the date of payment at an annual rate equal to EURIBOR plus 2% (200 basis points) and shall be payable in accordance with the demand of the Bank. For the purpose of determining EURIBOR in relation to this Article 3.02, the relevant periods within the meaning of Schedule II shall be successive periods of one (1) month commencing on the due date.

However, interest on a Fixed-Rate Tranche shall be charged at the annual rate that is the sum of the interest rate determined pursuant to Article 3.01(1) plus 0.25% (25 basis points) if that annual rate exceeds, for any given relevant period, the rate specified in the preceding paragraph.

If the overdue sum is in a currency other than the currency of the Tranche, the following rate per annum shall apply, namely the relevant interbank rate which is generally retained by the Bank for transactions in that currency plus 2% (200 basis points), calculated in accordance with the market practice for such rate.

ARTICLE 4

Repayment

4.01 Normal repayment

The Borrower shall repay each Tranche by instalments on the Payment Dates specified in the relevant Disbursement Notice in accordance with the terms of the amortisation table delivered pursuant to Article 2.04.

Each amortisation table shall be drawn up on the basis that:

- (i) repayment of a Tranche shall be made:
 - (a) in the case of a Fixed-Rate Tranche semi-annually either (i) by equal instalments of principal or (ii) on a constant annuity basis, so that the aggregate of principal and interest payable in respect of the Tranche shall be nearly as possible the same on each repayment date; and
 - (b) in the case of a FSFR Tranche, semi-annually by equal instalments of principal; and
- (ii) the first repayment date of each Tranche shall be a Payment Date falling on or not later than the first Payment Date immediately following the fifth anniversary of the Scheduled Disbursement Date of the Tranche and the last repayment date shall be a Payment Date falling not earlier than four (4) years and not later than twenty-five (25) years from the Scheduled Disbursement Date.

The last repayment date of a Tranche specified pursuant to this Article 4.01 is hereinafter referred to as the **Maturity Date**.

4.02 Voluntary prepayment

4.02(1) Prepayment option

Subject to Articles 4.02(2) and 4.03(3), the Borrower may prepay all or part of any Tranche, together with accrued interest thereon, upon giving one (1) month's prior written notice (hereinafter a "**Prepayment Notice**") specifying the amount thereof to be prepaid (the "**Prepayment Amount**") and the date on which the Borrower proposes to effect prepayment (the "**Prepayment Date**"), which date shall be a Payment Date for that Tranche.

4.02(2) Prepayment indemnity

4.02(2)(i) FIXED-RATE TRANCHE

In respect of each Prepayment Amount of a Fixed-Rate Tranche, the Borrower shall pay to the Bank on the Prepayment Date an indemnity equal to the present value (as of the Prepayment Date) of the excess, if any, of:

- (i) the interest that would accrue thereafter on the Prepayment Amount over the period from the Prepayment Date to the Maturity Date, if it were not prepaid; over
- (ii) the interest that so would accrue over that period, if it were calculated at the EIB Redeployment Rate (as defined below), less 15 basis points.

The said present value shall be calculated at a discount rate equal to the EIB Redeployment Rate, applied as of each relevant Payment Date.

In this Contract, “**EIB Redeployment Rate**” means the Fixed Rate in effect one (1) month prior to the Prepayment Date and having the same terms for the payment of interest and the same repayment profile to Maturity Date as the Prepayment Amount.

4.02(2)(ii) FSFR TRANCHE

The Borrower may prepay a FSFR Tranche without indemnity on any relevant Payment Date.

4.02(3) **Prepayment mechanics**

The Bank shall notify the Borrower, not later than fifteen (15) days prior to the Prepayment Date, of the Prepayment Amount, of the accrued interest due thereon, and, in case of prepayment of a Fixed-Rate Tranche, of the indemnity payable under Article 4.02(2)(i) or, as the case may be, that no indemnity is due.

Not later than the Acceptance Deadline (as defined below), the Borrower shall notify the Bank either:

- (i) that it confirms the Prepayment Notice on the terms specified by the Bank; or
- (ii) that it withdraws the Prepayment Notice.

If the Borrower gives the confirmation under (i), it shall effect the prepayment. If the Borrower withdraws the Prepayment Notice or fails to confirm it in due time, it may not effect the prepayment. Save as aforesaid, the Prepayment Notice shall be binding and irrevocable.

The Borrower shall accompany the prepayment by the payment of accrued interest and indemnity, if any, due on the Prepayment Amount.

For the purpose of this Article 4.02, the “**Acceptance Deadline**” for a notice is:

- (i) 16h00 Luxembourg time on the day of delivery, if the notice is delivered by 14h00 on a Luxembourg Business Day; or
- (ii) 11h00 on the next following day which is a Luxembourg Business Day, if the notice is delivered after 14h00 Luxembourg time on any such day or is delivered on a day which is not a Luxembourg Business Day.

4.03 Compulsory prepayment

4.03(1) **Grounds for prepayment**

4.03(1)(i) PROJECT COST REDUCTION

In the event that the total cost of the Project should be reduced from the figure stated in the Recital (2) to a level at which the amount of the Credit exceeds the 50% of such total cost, the Bank may, if and to the extent it cannot restore such maximum percentage by cancelling a proportional amount of the Credit, demand prepayment of such part of the Loan as is required to restore such maximum percentage, by notice to the Borrower.

4.03(1)(ii) PARI PASSU TO REPAYMENT OF ANOTHER TERM LOAN

If the Borrower voluntarily prepays a part or the whole of any other loan, or any other financial indebtedness or credit, with a remaining tenor, at the time of the prepayment, of more than five years (hereinafter a “**Term Loan**”) otherwise than out of the proceeds of the loan having a term at least equal to the unexpired term of the loan prepaid, the Bank may, by notice to the Borrower, cancel the Credit or demand prepayment of the Loan in such proportion as the repaid amount of the Term Loan bears to the aggregate outstanding amount of all Term Loans.

The Bank shall address its notice to the Borrower within thirty (30) days of receipt of notice under Article 8.02 (ii).

4.03(2) Prepayment mechanics

Any sum demanded by the Bank pursuant to Article 4.03 (1), together with any interest accrued, shall be paid on the date indicated by the Bank, which date shall fall not less than thirty (30) days from the date of the Bank's notice of demand.

If, moreover, the Borrower prepays a Tranche on a date other than a relevant Payment Date, the Borrower shall indemnify the Bank in such amount as the Bank shall certify is required to compensate it for receipt of funds otherwise than on a relevant Payment Date.

4.03(3) Application of partial prepayments

If the Borrower partially prepays a Tranche, the Prepayment Amount shall be applied pro rata or, at its option, by inverse order of maturity to each outstanding instalment.

If the Bank demands a partial prepayment of the Loan, the Borrower, in complying with the demand, may, by notice to the Bank, delivered within five (5) Luxembourg Business Days of its receipt of the Bank's demand, choose the Tranches to be prepaid and exercise its option for application of the prepaid sums.

This Article 4 shall not prejudice Article 10.

**ARTICLE 5
Payments**

5.01 Payment Date definition

In this Contract "**Payment Date**" means

- (i) for a Fixed-Rate Tranche the semi-annual dates specified in the Disbursement Notice in each year; and
- (ii) for an FSFR Tranche, the dates falling at semi-annual intervals from the Scheduled Disbursement Date

until the Maturity Date, save that, in case any such date is not a Relevant Business Day, it means:

- (i) for a Fixed-Rate Tranche the following Relevant Business Day, without adjustment to the interest due under Article 3.01;
- (ii) for an FSFR Tranche, the next day, if any, of that calendar month that is a Relevant Business Day or, failing that, the nearest preceding day that is a Relevant Business Day, with corresponding adjustment to the interest due under Article 3.01; and

"**Relevant Business Day**" means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) payment system operates.

5.02 Day count convention

Any amount due by way of interest, indemnity or fee from the Borrower under this Contract, and calculated in respect of a fraction of a year, shall be determined on the following respective conventions:

- (i) for a Fixed-Rate Tranche a year of 360 days and a month of 30 days; and
- (ii) for a FSFR Tranche, a year of 360 days and the number of days elapsed.

5.03 Time and place of payment

Any sums other than of interest, indemnity and principal are payable within seven (7) days of the Borrower's receipt of the Bank's demand.

Each sum payable by the Borrower under this Contract shall be paid to the respective account notified by the Bank to the Borrower. The Bank shall indicate the account not less than fifteen (15) days before the due date for the first payment by the Borrower and shall notify any change of account not less than fifteen (15) days before the date of the first payment to which the change applies. This period of notice does not apply in the case of payment under Article 10.

A sum due from the Borrower shall be deemed paid when the Bank receives it.

**ARTICLE 6
Undertakings**

6.01 Use of Loan and available other funds

The Promoter shall use all amounts disbursed by the Bank under this Contract exclusively for the part-financing of the Project.

The Promoter shall ensure that it has available to it the other funds listed in Recital (2) and that such funds are expended, to the extent required, on the financing of the Project.

6.02 Implementation and completion of the Project

The Promoter shall carry out the Project in accordance with the Technical Description as may be modified from time to time with the approval of the Bank, and complete it by the final date specified therein.

Twelve months prior to the completion of the construction works relating to each of the four clinical centres mentioned in Recital (1) the Promoter shall prepare for each clinical centre a decanting and transfer plan.

The Promoter shall ensure that the procurement and the delivery of the relevant equipment is timed in accordance with the Project implementation plans to ensure that the buildings are adequately prepared prior to their delivery and installation.

So long as the Loan is outstanding the Promoter shall ensure that the initiatives aimed at encouraging changes in clinical and management practice and technology are continued at the investment in the four clinical centres mentioned in Recital (1) are planned in detail and implemented fully.

So long as the Loan is outstanding the Promoter shall ensure that sufficient resources are available for covering the annual operating costs of the four clinical centres mentioned in Recital (1).

6.03 Increased cost of Project

If the total cost of the Project exceeds the estimated figure set out in Recital (2), the Promoter shall obtain finance to fund the excess cost without recourse to the Bank, so as to make sure the Project is completed in accordance with the Technical Description. The Promoter's plans for funding the excess cost shall be submitted in a timely manner to the Bank for approval.

6.04 Procurement procedure

The Promoter shall purchase equipment, secure services and order works for the Project by open international tender or other acceptable procurement procedure complying, to the Bank's satisfaction, with its policy as described in its Procurement Guide in force at the date of this Contract.

6.05 Continuing Project Undertakings

So long as the Loan is outstanding, the Promoter shall:

1. **Maintenance:** maintain, repair, overhaul and renew all works and property forming part of the Project as required to keep it in good working order and secure adequate funds for the said purposes;
2. **Project assets:** unless the Bank shall have given its prior consent in writing, retain title to and possession of all or substantially all the assets comprising the Project or, as appropriate, replace and renew such assets and maintain the Project in substantially continuous operation in accordance with its original purpose; provided that the Bank may withhold its consent only where the proposed action would prejudice the Bank's interests as lender to the Borrower or would render the Project ineligible for financing by the Bank under the Statute or under Article 267 of the Treaty of Rome; and
3. **Insurance:** insure all works and property forming part of the Project with first class insurance companies in accordance with the most comprehensive relevant industry practice;
4. **Rights and permits:** maintain in force all rights of way or use and all permits necessary for the execution and operation of the Project; and
5. **Environment:** implement and operate the Project in conformity with those laws of the European Union to the extent implemented by the law of the Republic of Serbia or specified by the Bank prior to the date of this Contract, as well as applicable international treaties, of which a principal objective is the preservation, protection or improvement of the Environment; for which purpose "Environment" means the following: (a) human living conditions; (b) fauna and flora; (c) soil, water, air, climate and the landscape; and (d) cultural heritage and the built environment; and includes working conditions of workers engaged on the Project and its social effects; and
6. **General law:** execute and operate the Project with the aim of conforming to the principles of EU law directly applicable to the Borrower and the Project, as implemented in the laws of the Borrower.

6.06 Project implementation unit

The Borrower shall maintain the already existing PIU or another organisation with equivalent function acceptable to the Bank and shall ensure that it is adequately staffed with qualified and dedicated personnel for carrying out the following duties: (i) tender preparation, publication, evaluation and award processes, (ii) co-ordination of activities and administrative support to the project teams of the four clinical centres mentioned in Recital (1); and (iii) management of the disbursement process and provision of progress reports to the Bank.

The Borrower shall ensure that the PIU or another organisation with equivalent function acceptable to the Bank is supported and advised by the technical assistance financed by the European Agency for Reconstruction or its legal successor.

6.07 Integrity Commitment

The Borrower warrants and undertakes that it has not committed, and no person to its present knowledge has committed, any of the following acts and that it will not commit, and no person, with its consent or prior knowledge, will commit any such act, that is to say:

- (i) the offering, giving, receiving or soliciting of any improper advantage to influence the action of any person holding a public office or function or a director or employee of a public authority or public enterprise or a director or official of a public international organisation in connection with any procurement process or in the execution of any contract in connection with those elements of the Project; or
- (ii) any act which improperly influences or aims improperly to influence the procurement process or the implementation of the Project to the detriment of the Borrower, including collusion between tenderers.

For this purpose, the knowledge of any Minister of the Borrower, any State Secretary of the Borrower, any Assistant Minister of the Borrower, any Advisor to a Minister of the Borrower, the manager or any staff member of the PIU shall be deemed the knowledge of the Borrower. The Borrower undertakes to inform the Bank if it should become aware of any fact or information suggestive of the commission of any such act.

ARTICLE 7 Negative Pledge

If the Borrower should hereinafter grant to any third party security for the performance of any of its external debt obligations or any preference or priority in respect thereof, the Borrower shall so inform the Bank and shall, if so required by the Bank, provide to the Bank equivalent security for the performance of its obligations hereunder or grant to the Bank equivalent preference or priority. The Borrower represents that no such security, preference or priority presently exists.

Nothing in the above section shall apply (i) to any vendor's lien or other encumbrance on land or other assets, where such encumbrance secures only the purchase price or any credit, having a term of not more than twelve (12) months, obtained to finance it or (ii) to any pledge over stocks created to secure any short-term credit.

ARTICLE 8 Information and Visits

8.01 Information concerning the Project

The Promoter shall:

- (i) deliver to the Bank (a) the information in content and in form, and at the times, specified in the Schedule I.2 or otherwise as agreed from time to time by the parties to this Contract, and (b) any such information or further document concerning the financing, procurement, implementation, operation and environmental impact of or for the Project as the Bank may reasonably require;
- (ii) submit for the approval of the Bank without delay any material change to the price, design, plans, timetable or expenditure programme for the the Project in relation to the disclosures made to the Bank prior to the signing of this Contract;
- (iii) provide to the Bank annually, if so requested, a list of policies in force covering the insured property forming part of the Project, together with confirmation of payment of the current premiums; and
- (iv) promptly inform the Bank of (a) any material litigation that is commenced or threatened against it with regard to environmental or other matters affecting the Project; or (b) any fact or event known to the Borrower, which may substantially prejudice or affect the conditions of execution or operation of the Project.

8.02 Information concerning the Borrower

The Borrower shall inform the Bank:

- (i) immediately, of any fact obliging it and any demand made to it either to prepay by reason of default, in whole or in part, any loan made to it by a third party or to discharge by such reason ahead of maturity any indebtedness arising out of a financial transaction or any part thereof;
- (ii) any decision made by it to make a prepayment of a Term Loan;
- (iii) immediately of any intention on its part to create any security interest over any of its assets in favour of a third party; and
- (iv) generally of any fact or event which might prevent the fulfilment of any obligation of the Borrower under this Contract.

8.03 Visits by Bank and documents

So long as the Loan is outstanding, the Borrower shall ensure that persons designated by the Bank, who may be accompanied by representatives of the Court of Auditors of the European Communities, will be permitted to visit the sites and to conduct such checks as they may wish. For this purpose the Borrower shall provide these persons and representatives, or ensure that they are provided, with all necessary assistance.

8.04 Investigations and information

The Borrower undertakes:

- (i) to take such action as the Bank shall reasonably request to investigate and/or terminate and/or undertakes to cause the investigation and/or the termination of any alleged or suspected act of the nature described in Article 6.07;
- (ii) to inform the Bank of the measures taken to seek damages from the persons responsible for any loss resulting from any such act;
- (iii) to facilitate and/or ensure the facilitation of any investigation that the Bank may make concerning any such act.

Unless the Borrower shall otherwise specify in writing to the Bank, the Borrower shall be responsible for contacts with the Bank for the purposes of Article 6.07.

ARTICLE 9 Charges and expenses

9.01 Taxes, duties and fees

The Borrower shall pay all taxes, duties, fees and other impositions of whatsoever nature, including stamp duty and registration fees, if any, arising out of the execution or implementation of this Contract or any related document or the creation of any security for the Loan to the extent applicable.

The Borrower shall pay all principal, interest, indemnity and other amounts due under this Contract gross without deduction of any national or local impositions whatsoever; Provided that, if the Borrower is obliged to make any such deduction, it will gross up the payment to the Bank so that after deduction, the net amount received by the Bank is equivalent to the sum due.

9.02 Other charges

The Borrower shall bear all charges and expenses, including professional, banking or exchange charges incurred in connection with the implementation of this Contract or any related document, including any amendment thereto, and in

the creation, management and realisation of any security for the Loan, if any, as well as any expenses of the Bank under Article 8.03.

The Bank shall provide documentary support for any such charges or expenses seven (7) days before its demand for payment falls due.

ARTICLE 10

Prepayment upon an event of default

10.01 Right to demand repayment

The Borrower shall repay the Loan or any part thereof forthwith, together with interest accrued thereon, upon written demand being made therefor by the Bank in accordance with the following provisions.

10.01(1) Immediate demand

The Bank may make such demand immediately:

- (i) if the Borrower fails on due date to repay any part of the Loan, to pay interest thereon or to make any other payment to the Bank as herein provided;
- (ii) if the Borrower defaults in the performance of any financial obligation in respect of any loan (other than the Loan) made to it by the Bank and if, following any default in relation thereto, the Borrower is required to prepay any other loan or to discharge ahead of maturity any indebtedness arising out of a financial transaction;
- (iii) if, following a default of the Borrower in the performance of any obligation in respect to any loan referred to in Recital (2) or any grant extended to it by the European Union, the right of the Borrower to drawdown the proceeds of that loan or any such grant shall, in whole or in part, have been cancelled or terminated or if that loan or any such grant shall have become repayable pursuant to its terms;
- (iv) generally, if any event occurs which is likely to jeopardise the servicing of the Loan or adversely affect any security therefor; or
- (v) if any information or document given to the Bank by or on behalf of the Borrower in connection with the negotiation of this Contract or during their lifetime proves to have contained a material misstatement of fact, when given.

10.01(2) Demand after notice to remedy

The Bank may also make such demand, upon the matter not being remedied to the satisfaction of the Bank within a reasonable period of time specified in a notice served by the Bank on the Borrower:

- (i) if the Borrower fails to comply with any material obligation under this Contract not being an obligation mentioned in Article 10.01(1)(i);
- (ii) if any fact stated in the Recitals materially alters and is not materially restored and if the alteration either prejudices the interests of the Bank as lender to the Borrower or adversely affects the implementation or operation of the Project; or
- (iii) if there is a breach of the obligations of the Borrower under Articles 6, 7, or 8 of this Contract other than the misstatement of fact provided in Article 10.01(1)(v).

10.02 Other rights at law

Article 10.01 shall not restrict any other right of the Bank at law to require prepayment of the Loan.

10.03 Indemnity

10.03(1) Fixed-Rate Tranches

In case of demand under Article 10.01 in respect of any Fixed-Rate, the Borrower shall pay to the Bank the sum demanded together with a sum calculated in accordance with Article 4.02(2)(i) on any sum that has become due and payable. Such sum shall accrue from the due date for payment specified in the Bank's notice of demand and be calculated on the basis that prepayment is effected on the date so specified.

10.03(2) FSFR Tranches

In case of demand under Article 10.01 in respect of an FSFR Tranche, the Borrower shall pay to the Bank the sum demanded together with a sum equal to the present value of 0.15% (15 basis points) per annum calculated and accruing on the amount due to be prepaid in the same manner as interest would have been calculated and would have accrued, if that amount would have remained outstanding according to the original amortisation schedule of the Tranche.

Such present value shall be determined using a discount rate, applied as of each relevant Payment Date. The discount rate shall be the Fixed Rate applicable one (1) month prior to the date of prepayment and having the same terms for the payment of interest and the same term to Maturity Date, or in case of an FSFR Tranche, the Conversion Date, if any, as the amount to be prepaid.

10.03(3) General

Amounts due by the Borrower pursuant to this Article 10.03 shall be payable on the date of prepayment specified in the Bank's demand.

10.04 Non-Waiver

No failure or delay by the Bank in exercising any of its rights under this Article 10 shall be construed as a waiver of such right.

10.05 Application of sums received

Sums received by the Bank following a demand under Article 10.01 shall be applied first in payment of expenses (if any), interest and indemnities and secondly in reduction of the outstanding instalments in inverse order of maturity. The Bank may apply sums received between Tranches at its discretion.

**ARTICLE 11
Language, law and jurisdiction**

11.01 Language

Every document, notice or communication made between the parties hereunder shall be made in the English language or shall be accompanied by a duly certified translation in English.

11.02 Governing Law

This Contract shall be governed by the laws of the Grand Duchy of Luxembourg.

11.03 Jurisdiction

Disputes arising out of this Contract shall be submitted to the Court of Justice of the European Communities.

The parties to this Contract hereby waive any immunity from, or right to object to, the jurisdiction of that Court. Any decision of the Court given pursuant to this Article 11.03 shall be conclusive and binding on the parties without restriction or reservation.

11.04 Evidence of sums due

In any legal action arising out of this Contract the certificate of the Bank as to any amount due to the Bank under this Contract shall be prima facie evidence of such amount.

ARTICLE 12
Final clauses

12.01 Notices to either party

Notices and other communications given hereunder addressed to either party to this Contract shall be in writing and shall be sent to its address set out below, or to such other address as it previously notifies to the other in writing:

For the Bank 100 boulevard Konrad Adenauer
L-2950 Luxembourg

For the Borrower Ministry of Finance
Kneza Milosa 20
11000 Belgrade
Republic of Serbia

Ministry of Health
Nemanjina 22-26
11000 Belgrade
Republic of Serbia

12.02 Form of notice

Notices and other communications, for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, shall be served by hand delivery, registered letter, facsimile or other means of transmission which affords evidence of receipt by the addressee. The date of registration or, as the case may be, the stated date of receipt of transmission shall be conclusive for the determination of a period.

Notices issued by the Borrower pursuant to any provision of this Contract shall, where required by the Bank, be delivered to the Bank together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons.

12.03 Recitals and Schedules

The Recitals and following Schedules form part of this Contract:

Schedule I	Technical Description
Schedule II	Definition of EURIBOR
Schedule III	Form of Disbursement Request (Article 1.02(2))
Schedule IV	Conversion of Tranche from FSFR to Fixed

IN WITNESS WHEREOF the parties hereto have caused this Contract to be initialled on each page on their behalf and to be executed in four (4) originals in the English language as follows.

Belgrade, 8 December 2006

Signed for and on behalf of the
REPUBLIC OF SERBIA

The Minister of International Economic Relations

Signed for and on behalf of the
EUROPEAN INVESTMENT BANK

The Vice President

.....

Dr M. Parivodic

.....

Mr G. Genuardi

A.1. TECHNICAL DESCRIPTION

Purpose, Location

The project, which aims to substantially improve the provision of tertiary healthcare services to the vast majority of the population of Serbia, comprises the design, construction, equipping and implementation of new build and major refurbishment of existing buildings at four Clinical Centres located at Belgrade, Nis, Novi Sad and Kragujevac in the Republic of Serbia. It also includes a number of smaller supporting investments at the four sites.

Description

The project comprises the following components:

Clinical Centre Belgrade – the completion of the approximately 96 000 m² “tower and podium” building in three parts (SE podium, NW podium and tower) and rehabilitation of six “inner circle” buildings. The total number of beds will be 2 525.

Clinical Centre Kragujevac – construction of a new 8 000 m² building and refurbishment of a number of existing buildings. The total number of beds in the Clinical Centre will be 1 150.

Clinical Centre Nis – completion of the 12 000 m² partially occupied building, construction of a new 15 000 m² building and refurbishment of a number of existing buildings. The total number of beds will be 1 225.

Clinical Centre Novi Sad – the completion of a 30 764 m² building on four floors and the refurbishment of a number of existing buildings. The total number of beds will be 1 140.

Thermoenergetic Project Belgrade – replacement of the existing fuel oil fired boilers on the Belgrade site with a gas fired combined heat and power plant to generate electricity and low grade heat to the Belgrade Clinical Centre and associated buildings.

Waste Management project – a national scheme to bring hospital waste management process in line with EU directives involving incinerators on the sites of the four Clinical Centres plus a number of mobile incinerators to serve the other hospitals in Serbia.

Blood Transfusion project – the design, construction and commissioning of blood donor centres at each of the four Clinical Centres.

Equipment purchase for 4 Clinical Centres – a number of items of medical equipment required for the existing Clinical Centres, which will be transferred into the new centres on completion.

Technical Assistance projects – a number of EAR funded projects supporting the general improvement in healthcare provision in Serbia.

Programme

Basic design and feasibility studies began in 2003. Design contracts will start being tendered in late 2006. Physical completion of all new and refurbished buildings is planned for December 2010.

A.2. PROJECT INFORMATION TO BE SENT TO THE BANK AND METHOD OF TRANSMISSION

1. Dispatch of information: designation of the person responsible

The information below has to be sent to the Bank under the responsibility of:

Company	<i>Ministry of </>, Serbia</i>
Contact person	
Title	
Function / Department	
Address	
Phone	
Fax	
Email	

The above-mentioned contact person(s) is (are) the responsible contact(s) for the time being.

The Borrower shall inform the EIB immediately in case of any change.

2. Information on specific subjects

The Borrower shall deliver to the Bank the following information at the latest by the deadline indicated below.

Document / information	Deadline
...	

3. Information on the project's implementation

The Borrower shall deliver to the Bank the following information on project progress during implementation at the latest by the deadline indicated below.

Document / information	Deadline	Frequency of reporting
Project Progress Report - <i>A brief update on the technical description, explaining the reasons for significant changes vs. initial scope;</i> - <i>Update on the date of completion of each of the main project's components, explaining reasons for any possible delay;</i> - <i>Update on the cost of the project, explaining reasons for any possible cost increases vs. initial budgeted cost;</i> - <i>A description of any major issue with impact on the environment;</i> - <i>Update on procurement procedures;</i> - <i>Update on the project's demand or usage and comments;</i> - <i>Any significant issue that has occurred and any significant risk that may affect the project's operation;</i> - <i>Any legal action concerning the project that may be ongoing.</i>		<i>Quarterly until project completion</i>
...		

4. Information on the end of works and first year of operation

The Borrower shall deliver to the Bank the following information on project completion and initial operation at the latest by the deadline indicated below.

Document / information	Date of delivery to the Bank
Project Completion Report, including: <ul style="list-style-type: none">- <i>A brief description of the technical characteristics of the project as completed, explaining the reasons for any significant change;</i>- <i>The date of completion of each of the main project's components, explaining reasons for any possible delay;</i>- <i>The final cost of the project, explaining reasons for any possible cost increases vs. initial budgeted cost;</i>- <i>The number of new jobs created by the project: both jobs during implementation and permanent new jobs created;</i>- <i>A description of any major issue with impact on the environment;</i>- <i>Update on procurement procedures (outside EU);</i>- <i>Update on the project's demand or usage and comments;</i>- <i>Any significant issue that has occurred and any significant risk that may affect the project's operation;</i>- <i>Any legal action concerning the project that may be ongoing.</i>	<i>Within 12 months of the physical completion of the last clinical centre in the project</i>
...	
Language of reports	<i>English</i>

Schedule II Definition of EURIBOR

"**EURIBOR**" means:

in respect of any relevant period, including a FSFR Reference Period or any other period of time of one (1) month or more, the rate of interest for deposits in EUR for a term being the number of whole months most closely corresponding to the duration of the period; and

in respect of a relevant period of less than a month, the rate of interest for deposits in EUR for a term of one (1) month,

(the period for which the rate is taken being hereinafter called the "**Representative Period**") as published at 11.00 a.m. Brussels time or at a later time acceptable to the Bank on the day (the "**Reset Date**") which falls two (2) Relevant Business Days prior to the first day of the relevant period, on Reuters page EURIBOR 01 or its successor page or, failing which, by any other means of publication chosen for this purpose by the Bank.

If such rate is not so published, the Bank shall request the principal euro-zone offices of four major banks in the euro-zone, selected by the Bank, to quote the rate at which EUR deposits in a comparable amount are offered by each of them as at approximately 11:00 a.m., Brussels time, on the Reset Date to prime banks in the euro-zone interbank market for a period equal to the Representative Period. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations.

If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in the euro-zone, selected by the Bank, at approximately 11:00 a.m. Brussels time on the day which falls two (2) Relevant Business Days after the Reset Date, for loans in EUR in a comparable amount to leading European Banks for a period equal to the Representative Period.

For the purposes of the foregoing definition:

All percentages resulting from any calculations referred to in this Schedule will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with halves being rounded up.

The Bank shall inform the Borrower without delay of the quotations received by the Bank.

If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of EURIBOR FBE and EURIBOR ACI, the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

Schedule III
Form of Disbursement Request (Article 1.02(2))

Disbursement Request	<i>Tranche No:</i>	<i>Date: ..</i>
-----------------------------	--------------------	-----------------

Please proceed with the following disbursement:

Loan Name (*):	Clinical Centres / A Project
Signature Date (*): 2006
Reference number: ¹	
Disbursement N°:	
Proposed disbursement date:	
Total request (contract currency):	
To be disbursed as follows:	
Currency (Art. 1.03)	EUR
Amount	
Interest rate basis Interest rate/ spread (Art 3.01)	<i>Fixed Rate</i> <i>FSFR</i>
Interest frequency (Art. 3.01)	<i>Semi-annual</i>
Repayment (Art. 4.01)	<i>Semi-annual</i>
Payment Dates (Art. 5.01)	
First repayment date	
Last repayment date	
Interest Conversion Date, if any	

Reserved for the EIB	
Loan Amount:	€ 80 m
Disbursed to date:	
Balance disbursement: for	
Disbursement deadline:	30 April 2010
Max. number of disbursements:	7
Minimum Tranche size:	€ 10 m
Total allocations to date:	
Conditions precedent:	Art. 1.04

Borrower's account to be credited:
Acc. N°:
Bank name and address:
Please transmit information relevant to request to:
Borrower's authorised name(s) and signature(s):

¹ As per contract cover page.

Schedule IV
Conversion of Tranche from FSFR to Fixed

For any FSFR Tranche the following provisions shall apply:

A. Definitions in this Schedule

“**Conversion Proposal**” means a proposal made by the Bank under Paragraph B of this Schedule.

“**Interest Conversion**” means the conversion of the Tranche, from a variable to fixed interest rate for its remaining term.

“**Interest Conversion Date**” means the date specified by the Borrower under Article 1.02(2)(vii) being a Payment Date not less than four (4) years before the last allowed Payment Date stated in Article 4.01.

“**Interest Conversion Request**” or “**Request**” means a written notice from the Borrower, delivered at least seventy-five (75) days before the Interest Conversion Date, requesting the Bank to submit to it a Conversion Proposal for the Tranche. The converted amount and any unconverted amount shall be at least EUR 10,000,000 (ten million euros). The Request shall also specify:

- (i) Payment Dates chosen in accordance with the respective provisions of Article 3.01; and
- (ii) the preferred repayment schedule chosen in accordance with Article 4.01.

B. Mechanics of Conversion

Upon receiving an Interest Conversion Request, and, where appropriate, after prior consultation with the Borrower, and subject to availability, the Bank shall, on each Luxembourg Business Day in the interval falling between sixty (60) and thirty (30) days before the Interest Conversion Date, until the date the Borrower accepts, deliver to the Borrower a proposal (a “**Conversion Proposal**”) stating:

- (i) the Fixed Rate that would apply to the Tranche pursuant to Article 3.01; and
- (ii) that the Fixed Rate shall apply as from the relevant Interest Conversion Date, interest being payable quarterly, semi-annually or annually in arrears on designated Payment Dates.

The Borrower may accept a Conversion Proposal by 17h00 Luxembourg time on the day of its delivery.

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

C. Effects of Conversion

To the extent that the Borrower duly accepts a Conversion Proposal, the Borrower shall pay accrued interest on the Interest Conversion Date and thereafter on the designated Payment Dates.

Prior to the Interest Conversion Date, the provisions of the Contract relating to FSFR Tranches shall apply to the entire Tranche. From the Interest Conversion Date, the provisions relating to Fixed-Rate Tranches shall apply to the whole of the Tranche and, in particular, to any prepayment that occurs after the Borrower has duly accepted a Conversion Proposal. The previously applicable provisions shall apply to the balance.

D. Non-fulfilment of Interest Conversion

If the Borrower accepts the Conversion Proposal for less than the whole Tranche or if the parties fail to effect an amendment requested by the Bank pursuant to Paragraph B, the Borrower shall repay the balance of the Tranche on the Interest Conversion Date.

Klinički centri/A

Finansijski ugovor

između

Republike Srbije

i

Evropske investicione banke

Beograd, 8. decembar 2006. godine

OVAJ UGOVOR SE ZAKLJUČUJE IZMEĐU:

Republike Srbije, koju zastupa Milan Parivodić, ministar za ekonomske odnose sa inostranstvom, koji je na osnovu Odluke predsednika Vlade preuzeo ovlašćenja ministra finansija, u ime Vlade kao zastupnika Republike Srbije

(u daljem tekstu: Zajmoprimac)

sa jedne strane i

Evropske investicione banke, sa sedištem 100 blvd Konrad Adenauer, L-2950 Luxembourg, koju predstavlja potpredsednik, gospodin Gerlando Genuardi,

(u daljem tekstu: Banka)

s druge strane

S OBZIROM NA TO DA:

- (1) Zajmoprimac želi da sprovede projekat (u daljem tekstu: Projekat) preko svog Ministarstva zdravlja (Zajmoprimca predstavlja Ministarstvo zdravlja, koje će se u daljem tekstu nazivati Promoter) koji će se sastojati od modernizacije, unapređenja i proširenja/dogradnje četiri tercijarne bolnice u Srbiji – u Beogradu, Kragujevcu, Nišu i Novom Sadu, kao što je u više detalja opisano u tehničkom opisu (u daljem tekstu: Tehnički opis) datom u Rasporedu I dodatom ovom dokumentu;
- (2) ukupna cena Projekta, se procenjuje od strane Banke na 430.000.000 evra (četrstotrideset miliona evra) koji će se finansirati na sledeći način:

Izvor	Iznos (mil. EUR)
Vlada Republike Srbije	165,80
Sredstva Evropske komisije/CARDS Program	38,60
Svetska banka	15,60
Bilateralni donatori	10,00
Kredit Banke	<u>200,00</u>
UKUPNO	430,00;

- (3) da bi ostvario plan finansiranja naveden u Stavu (2), Zajmoprimac je od Banke tražio odobrenje kredita u iznosu od 150.000.000 evra (stopedeset miliona evra) i obavestio je Banku da u bliskoj budućnosti namerava da podnese dodatni zahtev za iznos od 50.000.000 evra (pedeset miliona evra) za finansiranje Projekta;
- (4) nekadašnja Savezna Republika Jugoslavija i Banka zaključile su 13. decembra 2001. godine okvirni sporazum o aktivnostima Banke na teritoriji Savezne Republike Jugoslavije (u daljem tekstu: Okvirni sporazum);
- (5) nakon referenduma o nezavisnosti Republike Crne Gore, održanog 21. maja 2006. godine i usvajanja Deklaracije o nezavisnosti od strane Skupštine Republike Crne Gore, Narodna skupština Republike Srbije je, 5. juna 2006. godine, usvojila odluku kojom se Republika Srbija proglašava naslednicom Savezne Republike Jugoslavije i punopravnom naslednicom njenog međunarodnog pravnog identiteta i međunarodnih dokumenata;
- (6) ovu deklaraciju je priznala međunarodna zajednica, uključujući i druge međunarodne finansijske institucije i Evropsku zajednicu, koji, u skladu sa Zaključcima Predsedništva Saveta Evrope od 15. i 16. juna 2006. godine, smatraju Republiku Srbiju državom naslednicom Savezne Republike Jugoslavije;
- (7) je stoga Republika Srbija preuzela sve obaveze koje proizlaze iz Okvirnog sporazuma u vezi sa svojom teritorijom i finansiranje ovog projekta potpada u nadležnosti iz Okvirnog sporazuma;
- (8) odazivajući se zahtevu Zajmoprimca, a pošto je uverena da finansiranje Projekta potpada pod njene funkcije, i oslanjajući se, inter alia, na izjave i činjenice navedene u ovim stavovima, Banka je voljna da odobri Zajmoprimcu prvi kredit u iznosu od 80.000.000 evra (osamdeset miliona evra) na osnovu ovog finansijskog ugovora (u daljem tekstu: Ugovor);
- (9) statut Banke utvrđuje da je Banka dužna da obezbedi što racionalnije korišćenje njenih sredstava u interesu Evropske zajednice i u skladu sa tim, uslovi njenih zajmovnih operacija moraju biti u skladu sa politikom Evropske zajednice.
- (10) Reference ovde za „Članove”, „Stavove” i „Rasporedi” se odnose na članove, stavove i rasporede po ovom ugovoru;

I SADA JE STOGA dogovoreno sledeće:

Član 1. Kredit i isplata

1.01 Iznos i alokacija Kredita

Ovim ugovorom Banka uspostavlja u korist Zajmoprimca, a Zajmoprimac prihvata, kredit (u daljem tekstu: Kredit) u iznosu od 80.000.000 evra (osamdeset miliona evra) u svrhe finansiranja Projekta.

1.02 Postupak isplate

1.02(1) Tranše

Banka će isplatiti Kredit u 7 tranši. Iznos svake tranše, pod uslovom da to nisu ni prva ni poslednja tranša, biće najmanje 10.000.000 evra (deset miliona evra). Visina prve tranše iznosiće najmanje 5.000.000 (pet miliona evra). Tranša čiju isplatu Promoter zatraži u skladu sa članom 1.02(2) u daljem tekstu nazivaće se Tranša.

1.02(2) Zahtev za isplatu

S vremena na vreme, a najkasnije do 31. decembra 2009. godine, Promoter može da podnese Banci zahtev za isplatu tranše u pisanoj formi (Zahtev za isplatu), koji je u najvećoj meri usaglašen sa formom datom u Rasporedu III. Zahtev za isplatu će precizirati:

- (i) iznos i valutu isplate Tranše;
- (ii) preferirani datum za isplatu, koji je Relevantni radni dan (kako je definisano u članu 5.01), i koji pada najmanje petnaest (15) kalendarskih dana nakon dana podnošenja Zahteva za isplatu, razumevši da Banka može da isplati Tranšu i do četiri (4) kalendarska meseca nakon datuma na Zahtevu za isplatu;
- (iii) da li je Tranša opterećena fiksnom kamatnom stopom (tj. da li je Tranša sa fiksnom kamatnom stopom) ili plivajuću kamatnu stopu sa fiksnim rasponom (tj. Tranša sa plivajućom kamatom fiksnog raspona ili FSFR (Fixed-Spread Floating-Rate) Tranša), obe na osnovu relevantnih odredbi člana 3.01;
- (iv) preferirane uslove za otplatu glavnice, izabrane u skladu sa članom 4.01;
- (v) preferirane datume otplate, izabrane u skladu sa članom 5.01;
- (vi) da li je isplata namenjena finansiranju građevinskih radova u bilo kom od četiri klinička centra pomenuta u Stavu (1);
- (vii) u slučaju FSFR Tranše, izbor Datuma konverzije kamate (kao što je definisano u Rasporedu IV), ako ga ima.

Promoter takođe može prema sopstvenom nahođenju da precizira u Zahtevu za isplatu sledeće elemente, ukoliko ih ima, kao što je navela Banka bez obaveze da se primenjuju na Tranšu tokom njenog života, odnosno :

- (i) u slučaju Tranše sa fiksnom kamatnom stopom, kamatnu stopu;
- (ii) u slučaju FSFR Tranše, raspon (kako je definisan u članu 3.01).

Shodno pretposlednjem paragrafu člana 1.02(3), svaki Zahtev za isplatu je neopoziv.

1.02(3) Obaveštenje o isplati

Između deset (10) i petnaest (15) dana pre datuma isplate svake Tranše, Banka će, ako dotični Zahtev za isplatu odgovara članu 1.02(2), dostaviti Promoteru obaveštenje (u daljem tekstu: Obaveštenje o isplati), koje će precizirati:

- (i) iznos i valutu isplate;

- (ii) datum kada je Tranša zakazana za isplatu (u daljem tekstu: Zakazani datum isplate), a isplata je uvek prema uslovima člana 1.04;
- (iii) osnovu kamatne stope;
- (iv) za Tranšu sa fiksnom kamatom fiksnu kamatnu stopu, a za FSFR Tranšu raspon;
- (v) uslove otplate glavnice i periodičnost otplate kamate;
- (vi) Datume plaćanja primenjive na Tranšu;
- (vii) u slučaju FSFR Tranše, Datum konverzije kamate, ako ga ima.

Ako jedan ili više elemenata preciziranih u Obaveštenju o isplati ne odgovara odgovarajućim elementima, ukoliko ih ima, u Zahtevu za isplatu, Promoter može, u roku od tri (3) Luksemburška radna dana od prijema Obaveštenja o isplati, da povuče svoj Zahtev za isplatu putem obaveštenja Banci i time taj Zahtev za isplatu i Obaveštenje o isplati neće imati efekta.

Za potrebe ovog ugovora opšte uzev Luksemburški radni dan znači dan kojim komercijalne banke u Luksemburgu rade.

1.03 Valuta i račun za isplatu

1.03(1) Valuta isplate

Banka će svaku Tranšu isplatiti u evrima.

1.03(2) Račun za isplatu

Iznos svake Tranše Banka će isplatiti u ime i za račun Zajmoprimca transferom na poseban račun nazvan Klinički centri/A otvoren u ime Ministarstva finansija Zajmoprimca kod Narodne banke Srbije i sa brojem koji će biti saopšten Banci u pisanoj formi od strane odgovarajuće ovlašćenog lica Zajmoprimčevog Ministarstva finansija zajedno sa podnetim Zahtevom za isplatu prve Tranše.

Zajmoprimac shvata da će svaki transfer iznosa od strane Banke na način utvrđen gore, povećati neizmireni bilans Zajma (kako je definisan dole) za iznos tako prenesen.

1.04 Uslovi isplate

1.04(1) Prva Tranša

Isplate prve Tranše prema ovom ugovoru zavisiće od toga da li je Banka od Zajmoprimca primila, na ili pre datuma na koji pada sedam Luksemburških radnih dana pre Zakazanog datuma isplate, sledeća dokumenta ili dokaze koje po formi i sadržaju Banka smatra zadovoljavajućim:

- (i) pravno mišljenje koje je izdalo Ministarstvo pravde Zajmoprimca, koje potvrđuje
 - da je zaključenje ovog ugovora odobreno odlukom Vlade Republike Srbije;
 - da finansiranje ovog projekta spada u delokrug Okvirnog sporazuma;
 - da Zajmoprimac izvršava Ugovor na odgovarajući način;
 - da su njegove odredbe na snazi u potpunosti;
 - da je valjan i obavezujući i sprovodljiv u Republici Srbiji u skladu sa svojim uslovima;
 - da ne postoje ograničenja kontrole razmene ili da nisu potrebne saglasnosti da bi se dozvolilo primanje svih iznosa koji će biti isplaćeni shodno ovom ugovoru na posebni račun određen u članu 1.03(2) niti da se dozvoli otplata Zajma i isplata kamata i drugih iznosa dospelih na osnovu ovog ugovora;

- (ii) dokaze da je Promoter uspostavio Jedinicu za implementaciju Projekta ili organizaciju sa ekvivalentnom funkcijom (JIP) na zadovoljstvo Banke i da je među njenim osobljem odgovarajuće angažovan kvalifikovan i posvećen personal za izvršavanje sledećih dužnosti: (i) priprema, objavljivanje i evaluacija tendera i dodela ugovora; (ii) koordinacija aktivnosti i administrativna podrška projektnim timovima četiri klinička centra pomenuta u Stavu (1); (iii) upravljanje procesom isplata i podnošenje izveštaja o napretku Projekta Banci.

1.04(2) Sve Tranše

Dalje, isplata svake Tranše shodno članu 1.02(2), uključujući prvu, zavisice od toga da je Banka, na datum koji pada na sedam ili više Luksemburških radnih dana pre odgovarajućeg Zakazanog datuma isplate, primila od Zajmoprimca sledeća dokumenta ili dokaze koje po formi i sadržaju Banka smatra zadovoljavajućim:

- (i) dokaz o punomoćju osobe ili osoba koje su ovlašćene da potpišu Zahtev za isplatu i sve druge dokumente i/ili obaveštenja koja se navode u ovom Ugovoru, kao i autentični uzorak potpisa te osobe ili osoba;
- (ii) skorašnju potvrdu da takav deo budžetskih sredstava iz Stava (2) jeste i/ili će biti na raspolaganju Promoteru kako je neophodno radi omogućavanja nesmetanog napretka izvođenja Projekta u skladu sa Rasporedom I tokom tekuće budžetske godine i ako je relevantni budžet usvojen, bilo koje budžetske godine posle toga;
- (iii) dokumenta koja pokazuju da se može s pravom očekivati da će Promoter, do 180 dana nakon preferiranog datuma isplate preciziranog u Zahtevu za isplatu, napraviti Kvalifikujući trošak u iznosu koji je jednak barem 80% iznosa Tranše koju treba isplatiti, pod uslovom da se, za potrebe ovog Ugovora uopšte, uzme da Kvalifikujući trošak označava trošak (uključujući troškove projektovanja i nadzora, ako je relevantno i neto poreza i carina koje plaća Promoter) koji je napravio Promoter u vezi sa radovima, dobrima i uslugama u pogledu stavki preciziranih u Tehničkom opisu kao kvalifikovane za finansiranje shodno uslovima ovog kredita;
- (iv) dokumenta koja pokazuju da je Promoter napravio Kvalifikujući trošak u iznosu koji je ukupno jednak barem 80% iznosa poslednje isplaćene Tranše, ukoliko je ima, i 100% iznosa svih Tranši koje su isplaćene pre poslednje isplaćene Tranše, ukoliko ih je bilo.

1.04(3) Tranše koje se odnose na ugovore za izvođenje radova

Bez povrede drugih uslova iz ovog člana, isplate iz 1.04 namenjene finansiranju izgradnje četiri klinička centra navedena u Stavu (1) zavisice od toga da li je Banka primila od Zajmoprimca pre, ili na datum sedmog Luksemburškog radnog dana pre Zakazanog datuma isplate, ili u svakom slučaju pre dodele prvih ugovora o izgradnji za svaki od četiri klinička centra navedenih u Stavu (1) sledeća dokumenta ili druge dokaze koji odgovaraju po formi i sadržini:

- (i) jedan primerak prvog ugovora o izgradnji za dodelu za svaki od kliničkih centara iz Stava (1) na odobrenje Banke;
- (ii) jedan primerak Glavnog plana za implementaciju Projekta, za svaki od četiri klinička centra;
- (iii) dokaz da je izvršena revizija obima i ustrojstva plana za utvrđivanje usklađenosti sa (i) ciljevima tercijarnog modela staranja i poslovnog planiranja programa za Jačanja kapaciteta tercijarne zdravstvene zaštite koji finansira Evropska agencija za rekonstrukciju; (ii) dosadašnjim nalazima Strategije za rekonfiguraciju zdravstvenog sektora koji finansira Svetska Banka;
- (iv) studije o zaštiti prirodne okoline, ako odgovarajući propisi to zahtevaju.

1.04(4) Poslednja Tranša

Podnošenje poslednjeg Zahteva za isplatu prema članu 1.02(1), zavisice od toga da je Banka primila od Zajmoprimca, po formi i sadržaju zadovoljavajućim za Banku, (i) dokumenta koja pokazuju na način zadovoljavajući za Banku da se može s pravom očekivati da će Promoter, do 180 dana nakon preferiranog datuma isplate preciziranog u Zahtevu za isplatu, napraviti Kvalifikujući trošak u iznosu koji je jednak barem 100% iznosa Tranše koju treba isplatiti; (ii) dokumenta koja na način zadovoljavajući za Banku pokazuju da je Promoter napravio Kvalifikujući trošak u iznosu koji je jednak barem 100% iznosa svih prethodno isplaćenih Tranši.

1.04(5) Opšte odredbe i uslovi za isplatu

U slučaju da se Zahtev za isplatu podnese, a da nisu ispunjeni uslovi određeni članom 1.04, smatraće se da je takav Zahtev za isplatu Banka primila na datum na koji Banka bude smatrala da su ti uslovi ispunjeni.

Uprkos odredbi prethodnog paragrafa, ako bilo koji deo dokumenata primljenih u skladu sa članom 1.04 nije zadovoljavajući za Banku, Banka može da isplati, a ne na uštrb minimalnog iznosa određenog u članu 1.02(1), iznos jednak iznosu koji je predmet takvog Zahteva za isplatu manje iznos koji odgovara nedokumentovanom načinjenom i predviđenom Kvalifikujućem trošku.

1.05 Odlaganje isplate

1.05(1) Osnove za odlaganje

Banka će, po prijemu pisanog zahteva Zajmoprimca, odložiti u celini ili delom isplatu bilo koje Tranše do datuma koji precizira Zajmoprimac pod uslovom da taj datum pada ne više od šest (6) meseci od Zakazanog datuma isplate. U tom slučaju, Zajmoprimac će platiti obeštećenje za odlaganje kako je određeno u članu 1.05(2) dole. Svaki zahtev za odlaganje imaće uticaja u pogledu Tranše samo ako se podnese najmanje sedam (7) Luksemburških radnih dana pre Zakazanog datuma isplate.

Ako bilo koji od uslova iz člana 1.04 nije ispunjen na precizirani datum, isplata će biti odložena do datuma dogovorenog između Banke i Zajmoprimca a koji pada barem sedam (7) Luksemburških radnih dana nakon ispunjenja uslova za isplatu na zadovoljstvo Banke.

1.05(2) Obeštećenje za odlaganje

Ako je isplata bilo koje Najavljene tranše (kako je definisano niže u ovom članu 1.05(2)) odložena, bilo na zahtev Zajmoprimca kako je određeno u članu 1.05(1) ili iz razloga neispunjavanja uslova za isplatu, Zajmoprimac će, na zahtev Banke, platiti obeštećenje na iznos za koji je isplata odložena. Takvo obeštećenje će se nagomilati od Zakazanog datuma isplate do stvarnog datuma isplate ili, zavisno od slučaja, do datuma otkazivanja tranše po stopi jednakoj R_1 minus R_2 , gde:

R_1 označava kamatnu stopu koja bi se primenjivala s vremena na vreme u skladu sa članom 3.01 i relevantnim Obaveštenjem o isplati, da je Tranša bila isplaćena na Zakazani datum isplate

i

R_2 označava EURIBOR manje 0,125% (12,5 osnovnih poena), pod uslovom da će u svrhe određivanja EURIBOR-a u odnosu na član 1.05, relevantni periodi dati u Rasporedu II biti sukcesivni periodi od jednog (1) meseca počevši od zakazanog datuma isplate.

Nadalje, obeštećenje:

- (a) će se nagomilati na kraju svakog meseca i plaćati u skladu sa članom 1.07, ako odlaganje prelazi jedan (1) mesec po trajanju;

- (b) će se računati konvencijom dnevnog računanja primenjivom na R_1 ;
- (c) biće utvrđena kao nula, ako R_2 prelazi R_1 ;
- (d) plaćaće se u skladu sa članom 1.07.

U ovom ugovoru Najavljena tranša označava Tranšu za koju je Banka izdala Obaveštenje o isplati.

1.05(3) Otkazivanje isplate odložene za šest meseci

Banka može, obaveštenjem Zajmoprimcu, da otkáže isplatu koja je bila odložena na osnovu člana 1.05(1) za više od ukupno šest (6) meseci. Otkazani iznos ostaje raspoloživ za isplatu shodno članu 1.02.

1.06 Otkazivanje i suspenzija

1.06(1) Zajmoprimčevo pravo na otkazivanje

Zajmoprimac može u bilo koje vreme obaveštenjem Banci da otkáže sa trenutnim dejstvom, celinu ili deo neisplaćenog dela Kredita. Međutim, obaveštenje neće imati dejstva na Najavljenu tranšu čiji Zakazani datum isplate pada u sedam (7) Luksemburških radnih dana po datumu obaveštenja.

1.06(2) Pravo Banke na suspenziju i otkazivanje

Banka može, obaveštenjem Zajmoprimcu, da suspenduje i/ili otkáže, u celini ili delom neisplaćeni deo Kredita, u bilo koje vreme, i sa trenutnim dejstvom:

- (i) pod uslovima navedenim u članu 10.01;
- (ii) ako se jave vanredne okolnosti koje nepovoljno utiču na pristup Banke međunarodnim tržištima kapitala, osim u slučaju Najavljene tranše.

Dalje, u stepenu u kom Banka može da otkáže Kredit shodno članu 4.03(1), Banka može i da ga suspenduje. Bilo koja suspenzija će se nastaviti dok Banka ne okonča suspenziju ili otkáže suspendovani iznos.

1.06(3) Obeštećenje za suspenziju i otkazivanje Tranše

1.06(3)(i) SUSPENZIJA

Ako Banka suspenduje Najavljenu tranšu usled okolnosti pomenute u članu 10.01, Zajmoprimac će obeštetiti Banku shodno članu 1.05(2).

1.06(3)(ii) OTKAZIVANJE

Ako Zajmoprimac otkáže Najavljenu tranšu sa fiksnom kamatnom stopom na osnovu člana 1.06(1) gore, Zajmoprimac će obeštetiti Banku shodno članu 4.02(2)(i). Ako Zajmoprimac otkáže deo Kredita koji nije Najavljena tranša sa fiksnom kamatom na osnovu člana 1.06(1) gore, ne plaća obeštećenje.

Ako Banka otkáže isplatu Tranše sa fiksnom kamatnom stopom na osnovu člana 1.05(3) gore, Zajmoprimac će obeštetiti Banku shodno članu 4.02(2)(i). Ako Banka otkáže Najavljenu tranšu usled okolnosti pomenutih u članu 10.01, Zajmoprimac će obeštetiti Banku shodno članu 10.03. Osim u pomenutim slučajevima, obeštećenje se ne plaća za otkazivanje od strane Banke.

Obeštećenje će se izračunati na osnovu otkazanog iznosa za koji se smatra da bi bio isplaćen i otplaćen na Zakazani datum isplate ili, u stepenu u kom je isplata Tranše trenutno odložena ili suspendovana, na datum obaveštenja o otkazivanju.

1.06(4) Otkazivanje nakon isteka Kredita

U svako vreme nakon isteka roka koji Zajmoprimac ima da podnese Zahtev za isplatu shodno članu 1.02(2), Banka može, obaveštenjem Zajmoprimcu i bez obaveza koje proističu za bilo koju stranu, da otkáže svaki deo Kredita osim Najavljene tranše.

1.07 Sume dospеле shodno članu 1

Sume dospеле shodno članovima 1.05 i 1.06 plaćaće se u evrima. Sume će biti plative u roku od sedam (7) dana od dana kada Zajmoprimac primi zahtev Banke ili tokom dužeg perioda preciziranog u obaveštenju o zahtevu Banke.

**Član 2.
Zajam**

2.01 Iznos Zajma

Zajam odobren na osnovu ovog kredita (u daljem tekstu: Zajam) uključivaće celinu iznosa isplaćenih od strane Banke, svaki iznos kako je najavljen od strane Banke u pisanoj formi povodom isplate svake Tranše.

2.02 Valuta otplate

Svaka otplata Tranše po članu 4 ili, zavisno od slučaja, članu 10 biće ostvarena u evrima.

2.03 Valuta kamate i drugih suma

Kamata i drugi primenjivi troškovi koje Zajmoprimac plaća shodno članovima 3, 4 i, gde je to primenjivo, 10 biće izračunati i plaćeni u evrima.

Sva druga plaćanja biće izvršena u valuti koju precizira Banka uzevši u obzir valutu troškova koji će biti plaćeni tom isplatom.

2.04 Potvrda Banke

Nakon svake isplate Tranše, Banka će Zajmoprimcu dostaviti kratku izjavu koja će prikazivati datum i iznos isplate, uslove otplate i kamatnu stopu za tu Tranšu. Takva potvrda sadržaće i tabelu amortizacije.

**Član 3.
Kamata**

3.01 Kamatna stopa

3.01(1) Tranše sa fiksnom kamatnom stopom

Zajmoprimac će platiti kamatu na neizmireni bilans svake Tranše sa fiksnom kamatnom stopom na pola godine unazad na relevantne Datume plaćanja kako je precizirano u relevantnom Obaveštenju o isplati, počevši od prvog takvog datuma isplate Tranše.

Kamata će se izračunavati na osnovu člana 5.02(i) po fiksnoj kamatnoj stopi. U ovom ugovoru Fiksna kamatna stopa označava godišnju kamatnu stopu određenu od strane Banke u skladu sa primenjivim principima koje povremeno utvrđuju upravna tela Banke za zajmove podignute po fiksnoj kamatnoj stopi, izražene u evrima i koji nose jednake uslove za otplatu glavnice i plaćanje kamate.

3.01(2) Tranše sa plivajućom ratom fiksnog raspona (FSFR Tranše)

Zajmoprimac će platiti kamatu na neizmireni bilans svake FSFR Tranše po plivajućoj stopi fiksnog raspona (FSFR) kako je dole definisano, na pola godine unazad na relevantne Datume plaćanja precizirane u relevantnom Obaveštenju o isplati.

Banka će obavesti Zajmoprimca o FSFR u roku od deset (10) dana nakon početka svakog FSFR referentnog perioda.

Kamata će se izračunavati u pogledu svakog FSFR referentnog perioda na osnovu člana 5.02(ii).

U ovom ugovoru:

FSFR označava plivajuću kamatnu stopu fiksnog raspona, to jest kamatnu stopu na godišnjem nivou jednaku EURIBOR-u plus ili minus Raspon, koji određuje Banka za svaki sukcesivni FSFR referentni period.

FSFR referentni period označava svaki period od šest (6) meseci od jednog Datuma plaćanja do sledećeg relevantnog Datuma plaćanja, pod uslovom da prvi FSFR referentni period počne na Datum isplate određene Tranše.

Raspon označava takav fiksni raspon na EURIBOR (bilo da je plus ili minus) koji je odredila Banka i o njemu obavestila Zajmoprimca u relevantnom Obaveštenju o isplati.

3.01(3) **Konverzija tranši**

Kada Zajmoprimac izabere mogućnost da izvrši konverziju kamatne stope koja se primenjuje za određenu Tranšu, on će od datuma izvršenja konverzije plaćati kamatu po stopi utvrđenoj u skladu sa odredbama Rasporeda IV.

3.02 **Kamata na neizmirene sume**

Bez obaveze za uslove člana 10 i kao izuzetak od člana 3.01, kamata će se nagomilavati na neizmirene sume plative po uslovima ovog ugovora od datuma dospeća do datuma plaćanja po godišnjoj stopi jednakoj EURIBOR-u plus 2% (200 osnovnih poena) i plaćaće se u skladu sa zahtevom Banke. U svrhu utvrđivanja EURIBOR-a u vezi sa ovim članom 3.02, relevantni periodi u okviru značenja Rasporeda II biće sukcesivni periodi od jednog (1) meseca koji počinju na datum dospeća.

Međutim, kamata na Tranšu sa fiksnom kamatnom stopom biće naplaćena po godišnjoj stopi, to jest iznosu kamatne stope određenim na osnovu člana 3.01(1) plus 0.25% (25 osnovnih poena) ako ta godišnja stopa prelazi, za bilo koji dati relevantni period, stopu preciziranu u prethodnom paragrafu.

Ako je neizmirena suma izražena u valuti koja nije valuta Tranše, primenjivaće se sledeća stopa per annum, naime relevantna međubankarska stopa koju Banka generalno koristi za transakcije u toj valuti plus 2% (200 osnovnih poena), izračunato u skladu sa tržišnom praksom za takvu stopu.

Član 4. Otplata

4.01 **Normalna otpлата**

Zajmoprimac će otplatiti svaku Tranšu u ratama na Datume plaćanja precizirane u relevantnom Obaveštenju o isplati u skladu sa uslovima amortizacione tabele dostavljenom shodno članu 2.04.

Svaka amortizaciona tabela biće sačinjena na osnovu toga:

- (i) da će se Tranša otplaćivati:
 - (a) u slučaju Tranše sa fiksnom kamatnom stopom na polugodišnjem nivou bilo (i) jednakih rata glavnice bilo (ii) na bazi konstantnog anuiteta, tako da ukupna glavnica i kamata plative u pogledu Tranše budu što je moguće više jednake na svaki datum otplate;
 - (b) u slučaju FSFR Tranše, na polugodišnjem nivou putem jednakih rata glavnice;
- (ii) prvi datum otplate svake Tranše biće Datum plaćanja koji pada na ili pre prvog Datuma plaćanja odmah nakon pete godišnjice Zakazanog datuma

isplate Tranše, a poslednji datum otplate biće Datum plaćanja koji pada ne ranije od četiri (4) godine i ne kasnije od dvadeset pet (25) godina od Zakazanog datuma isplate.

Poslednji datum otplate Tranše preciziran na osnovu člana 4.01 u daljem tekstu nazivaće se Datum dospeća.

4.02 Dobrovoljna ranija otplata

4.02(1) Opcije ranije otplate

Na osnovu članova 4.02(2) i 4.03(3), Zajmoprimac može da ranije otplati celu ili bilo koji deo bilo koje Tranše, zajedno sa nagomilanom kamatom na taj iznos, posle pisanog obaveštenja dostavljenog jedan (1) mesec unapred (u daljem tekstu: Obaveštenje o ranijoj otplati) precizirajući iznos koji će biti ranije otplaćen (Iznos ranije otplate) i datum koji Zajmoprimac predlaže za izvršenje ranije otplate (Datum ranije otplate), koji će biti Datum plaćanja za tu Tranšu.

4.02(2) Obeštećenje za raniju otplatu

4.02(2)(i) TRANŠA SA FIKSNOM KAMATNOM STOPOM

U pogledu svakog Iznosa ranije otplate Tranše sa fiksnom kamatnom stopom, Zajmoprimac će Banci platiti na Datum ranije isplate obeštećenje jednako trenutnoj vrednosti viška, ako ga ima (na Datum ranije isplate), od:

- (i) kamate koja bi narasla na Iznos ranije isplate tokom perioda od Datuma ranije otplate do Datuma dospeća, da nije ranije otplaćen;
- (ii) kamate koja bi narasla tokom tog perioda, ako bi se izračunala po EIB-ovoj Stopi za prebacivanje (kako je definisano dole), umanjena za 15 osnovnih poena.

Rečena trenutna vrednost biće izračunata po diskontnoj stopi jednakoj EIB-ovoj Stopi za prebacivanje, primenjenoj na svaki relevantni Datum plaćanja.

U ovom ugovoru, EIB-ova stopa za prebacivanje označava fiksnu kamatnu stopu na snazi jedan (1) mesec pre Datuma ranije isplate i koja ima iste uslove plaćanja kamate i isti profil otplate na Datum dospeća, kao i Iznos ranije otplate.

4.02(2)(ii) FSFR TRANŠA

Zajmoprimac može ranije da otplati FSFR Tranšu bez obeštećenja na bilo koji relevantni Datum plaćanja.

4.02(3) Mehanizam ranije otplate

Banka će obavestiti Zajmoprimca, ne kasnije od petnaest (15) dana pre Datuma ranije otplate, o Iznosu ranije otplate i narasle kamate dospele dotad, i u slučaju ranije otplate Tranše sa fiksnom kamatnom stopom, o obeštećenju koje se plaća na osnovu člana 4.02(2)(i) ili, u zavisnosti od slučaja, da se ne plaća obeštećenje.

Zajmoprimac će obavestiti Banku, ne kasnije od Roka za prihvatanje (kako je definisan u nastavku ovog teksta), ili:

- (i) da potvrđuje Obaveštenje o ranijoj otplati pod uslovima koje je precizirala Banka;
- (ii) da povlači Obaveštenje o ranijoj otplati.

Ako Zajmoprimac potvrdi opciju pod (i), izvršiće raniju otplatu. Ako Zajmoprimac povuče Obaveštenje o ranijoj otplati ili ga ne potvrdi u predviđenom roku, ne može da izvrši raniju isplatu. Osim u prethodno navedenom slučaju, Obaveštenje o ranijoj isplati biće obavezujuće i neopozivo.

Zajmoprimac će ranu otplatu uplatiti zajedno sa naraslom kamatom i obeštećenjem, ako ga ima, koji su dospeli na Iznos ranije isplate.

Za potrebe ovog Člana 4.02, Rok za prihvatanje za obaveštenje je:

- (i) 16h00 po Luksemburškom vremenu na dan dostavljanja, ako je obaveštenje dostavljeno do 14h00 na Luksemburški radni dan;
- (ii) 11h00 sledećeg dana koji je Luksemburški radni dan, ako je obaveštenje dostavljeno nakon 14h00 po Luksemburškom vremenu na bilo koji takav dan ili je dostavljeno na dan koji nije Luksemburški radni dan.

4.03 Prinudna ranija otplata

4.03(1) Osnova za raniju otplatu

4.03(1)(i) SMANJENJE TROŠKOVA PROJEKTA

U slučaju da ukupni trošak Projekta bude redukovana sa cifre navedene u Stavu (2) na nivo na kom iznos Kredita prelazi 50% takvog ukupnog troška, Banka može, ukoliko ne može i u stepenu u kom ne može da ponovo uspostavi takav maksimalan procenat otkazivanjem proporcionalnog iznosa Kredita, da traži raniju otplatu onog dela Zajma koji je neophodan da se ponovo uspostavi takav maksimalan procenat, putem obaveštenja Zajmoprimcu.

4.03(1)(ii) PARI PASSU NA OTPLATU DRUGOG TERMINSKOG ZAJMA

Ako Zajmoprimac dobrovoljno ranije otplati delimično ili u celosti bilo koji drugi zajam, ili bilo koje drugo finansijsko zaduženje ili kredit, kome je u vreme ranije isplate, preostali rok bio više od pet godina (u daljem tekstu: Terminski zajam) a sredstvima koja ne potiču iz zajma koji ima rok barem jednak neisteklom roku ranije otplaćenog zajma, Banka može, putem obaveštenja Zajmoprimcu, da otkáže Kredit ili zahteva otplatu Zajma u onoj proporciji u kojoj ranije otplaćeni iznos Terminskog zajma nosi u ukupnom neisplaćenom iznosu svih Terminskih zajmova.

Banka će poslati svoje obaveštenje Zajmoprimcu u roku od trideset (30) dana od prijema obaveštenja iz člana 8.02 (ii).

4.03(2) Mehanizmi ranije otplate

Svaka suma koju zatraži Banka na osnovu člana 4.03 (1), zajedno sa svakom naraslom kamatom, biće plaćena na datum koji navede Banka, a taj datum neće pasti manje od trideset (30) dana od datuma na Bančinom obaveštenju o zahtevu.

Ukoliko, štaviše, Zajmoprimac ranije otplati Tranšu na datum koji nije relevantni Datum plaćanja, Zajmoprimac će obešteti Banku za onaj iznos za koji Banka bude potvrdila da je neophodan da se kompenzuje za primanje sredstava na dan koji nije relevantan Datum plaćanja.

4.03(3) Primena delimične ranije otplate

Ako Zajmoprimac delimično ranije otplati Tranšu, Iznos ranije otplate primeniće se *pro rata* ili, kao opcija, obrnutim redom dospevanja za svaku neizmirenu ratu.

Ako Banka zahteva delimičnu raniju otplatu Zajma, Zajmoprimac, povinujući se njenom zahtevu, može, putem obaveštenja Banci, dostavljenog u roku od pet (5) Luksemburških radnih dana po prijemu zahteva Banke, odabrati Tranše koje treba ranije otplatiti i iskoristiti svoju opciju za ranije otplaćene sume.

Ovaj član 4 neće imati dejstvo na uštrb člana 10.

Član 5. Plaćanja

5.01 Definicija Datuma plaćanja

U ovom ugovoru Datum plaćanja označava

- (i) za Tranšu sa fiksnom kamatnom stopom polugodišnje datume precizirane u Obaveštenju o isplati u svakoj godini;
- (ii) za FSFR Tranšu, datume koji padaju na polugodišnje intervale od Zakazanog datuma isplate

do Datuma dospeća, osim ako, u slučaju da bilo koji takav datum nije Relevantni radni dan, on označava:

- (i) za Tranšu sa fiksnom kamatnom stopom sledeći Relevantni radni dan, bez korekcije kamate dospele na osnovu člana 3.01;
- (ii) za FSFR Tranšu, sledeći dan, ako ih ima, tekućeg kalendarskog meseca koji je Relevantni radni dan ili, ako ih nema, najbliži prethodni dan koji je Relevantni radni dan, sa odgovarajućom korekcijom kamate dospele shodno članu 3.01;

a Relevantni radni dan označava dan na koji Transevropski Automatski u Realnom vremenu Ekspresni Transfer Bruto Obračuna (TARGET) platni sistem funkcioniše.

5.02 Konvencija o brojanju dana

Svi iznosi koji Zajmoprimcu dospevaju po osnovu kamate, obeštećenja ili taksi prema ovom ugovoru, i koji se računaju u odnosu na deo godine, računace se na osnovu sledeće konvencije:

- (i) za Tranšu sa fiksnom kamatnom stopom godina od 360 dana i mesec od 30 dana;
- (ii) za FSFR Tranšu, godina od 360 dana i broj proteklih dana.

5.03 Vreme i mesto plaćanja

Svaka suma koja nije kamata, obeštećenje i glavnica plativa je u roku od sedam dana (7) od kada Zajmoprimac primi zahtev Banke.

Svaka suma koju plaća Zajmoprimac po ovom ugovoru plaćace se na račun koji Banka naznači Zajmoprimcu. Banka će naznačiti račun ne kasnije od petnaest (15) dana pre datuma dospeća prve otplate od strane Zajmoprimca, i obavestiće o bilo kakvoj promeni računa najkasnije petnaest (15) dana pre datuma prve otplate na koju se promena odnosi. Ovaj period obaveštavanja ne odnosi se na slučajevne plaćanja iz člana 10.

Suma dospela od Zajmoprimca smatraće se plaćenom kada je Banka primi.

Član 6. Preuzete obaveze

6.01 Korišćenje Zajma i drugih raspoloživih sredstava

Promoter će koristiti sve iznose koje Banka prema ovom ugovoru isplati isključivo za delimično finansiranje Projekta.

Promoter će osigurati da su mu raspoloživa i druga sredstva pobrojana u Stavu (2) i da se takva sredstva troše, u neophodnoj meri, za finansiranje Projekta.

6.02 Implementacija i okončanje Projekta

Promoter će sprovesti Projekat u skladu sa Tehničkim opisom koji se može, s vremena na vreme, i uz odobrenje Banke, modifikovati i okončati ga do krajnjeg datuma preciziranog u opisu.

Dvanaest meseci pre okončanja građevinskih radova u svakom od četiri klinička centra pomenuta u Stavu (1) Promoter će pripremiti za svaki klinički centar plan prelivanja i prenosa.

Promoter će obezbediti da nabavka i isporuka relevantne opreme budu vremenski usklađene sa planovima implementacije Projekta, da bi se osiguralo da su zgrade adekvatno pripremljene pre isporuke i instaliranja.

Dok god je Zajam neizmiren Promoter će obezbeđivati podsticaje namenjene ohrabivanju da se promene u kliničkoj i upravnoj praksi i tehnologiji nastavljene prilikom investiranja u četiri klinička centra pomenuta u Stavu (1) detaljno planiraju i u potpunosti sprovede.

Dok god je Zajam neizmiren Promoter će se postarati da bude raspoloživ dovoljni nivo sredstava za pokrivanje godišnjih operativnih troškova četiri klinička centra pomenuta u Stavu (1).

6.03 Uvećani troškovi Projekta

Ukoliko ukupni troškovi Projekta pređu procenjenu cifru iznetu u Stavu (2), Promoter će obezbediti sredstva za finansiranje uvećanih troškova bez pomoći Banke, tako da se osigura da se Projekat okonča u skladu sa Tehničkim opisom. Promoterovi planovi finansiranja uvećanih troškova biće blagovremeno podneti Banci na odobrenje.

6.04 Procedura nabavke

Promoter će nabaviti opremu, obezbediti usluge i poručiti radove za Projekat putem otvorenih međunarodnih tendera ili drugih prihvatljivih procedura nabavke usklađujući ih, na zadovoljstvo Banke, sa njenom politikom opisanom u Vodiču za nabavke koji je na snazi u trenutku potpisivanja ovog ugovora.

6.05 Kontinuirane preuzete obaveze vezane za Projekat

Dok god je Zajam neizmiren, Promoter će:

1. **Održavanje:** održavati, popravljati, remontovati i obnavljati sve radove i imovinu koji čine deo Projekta koliko je to potrebno da se održi u dobrom radnom stanju i da obezbedi adekvatna sredstva za pomenute svrhe;
2. **Projektna sredstva:** osim ako Banka prethodno ne da svoj pristanak u pisanoj formi, zadržati pravo na i posedovanje svih ili značajnog dela sredstava koja čine Projekat ili, kada je to prigodno, zameniti i obnoviti takva sredstva i održavati Projekat u stalnom funkcionisanju prema originalnoj nameri; pod uslovom da Banka može da uskrati svoj pristanak samo tamo gde bi predložene akcije išle na uštrb interesa Banke kao zajmodavca Zajmoprimcu ili bi učinilo Projekat nekvalifikovanim za finansiranje od strane Banke prema Statutu ili članu 267 Rimskog sporazuma;
3. **Osiguranje:** osigurati sve radove i imovinu koji čine deo Projekta kod prvoklasnih osiguravajućih kompanija u skladu sa najsveobuhvatnijom relevantnom praksom industrije;
4. **Prava i dozvole:** održavati na snazi sva prava prolaza i upotrebe i sve dozvole neophodne za izvršenje i funkcionisanje Projekta;

5. **Životna sredina:** izvršavaće i voditi Projekat s ciljem da bude usaglašen sa onim zakonima Evropske unije u stepenu u kojima su oni primenjeni na pravo Republike Srbije ili precizirano od strane Banke prethodeći datumu potpisivanja ovog ugovora, kao i primenjivi međunarodni sporazumi, čiji je glavni cilj očuvanje, zaštita i unapređenje životne sredine; za ovu svrhu Životna sredina označavaće sledeće: (a) uslove života ljudi; (b) floru i faunu; (c) zemljište, vodu, vazduh, klimu i pejzaž; (d) kulturno nasleđe i izgrađenu okolinu; uključuje uslove rada zaposlenih na Projektu i njegove društvene efekte;
6. **Opšte pravo:** izvršavaće i voditi Projekat s ciljem da bude usaglašen sa principima prava EU direktno primenjivog na Zajmoprimca i Projekat, kako je implementirano u zakonima Zajmoprimca.

6.06 Jedinica za implementaciju projekta

Zajmoprimac će zadržati već postojeći JIP ili neku drugu organizaciju sa ekvivalentnom funkcijom prihvatljivu za Banku i obezbediće da ona ima odgovarajuće osoblje koje se sastoji od kvalifikovanih i posvećenih ljudi koji bi se bavili sledećim dužnostima: (i) procesima pripreme, objavljivanja i evaluacije tendera i dodeljivanja ugovora; (ii) koordinisanjem aktivnosti i pružanjem podrške projektnim timovima četiri klinička centra pomenuta u Stavu (1); (iii) upravljanjem procesa isplate i dostavljanjem izveštaja o napretku Projekta Banci.

Zajmoprimac će obezbediti da JIP ili neka druga organizacija sa ekvivalentnom funkcijom prihvatljiva za Banku prima podršku i savete od tehničke pomoći koju finansira Evropska agencija za rekonstrukciju ili njen pravni sledbenik.

6.07 Obaveza poštenja

Zajmoprimac garantuje da ni on sam, niti bilo koji čovek prema njegovom saznanju, nije počinio, nijedno od sledećih dela, da on neće počinuti, niti bilo koja osoba sa njegovom saglasnošću ili prethodnim saznanjem, počinuti bilo kakvo tako delo, odnosno:

- (i) nuđenje, davanje, primanje ili traženje bilo kakve nepropisane prednosti da se utiče na postupak javnog zvaničnika ili direktora ili zaposlenog javnih vlasti ili javnog preduzeća ili direktora ili funkcionera neke javne međunarodne organizacije u vezi sa bilo kojom procedurom nabavke ili izvršenju ugovora vezanim za elemente Projekta;
- (ii) svaki postupak koji nepropisno utiče ili čiji je cilj da nepropisno utiče na proces nabavke ili implementaciju Projekta na štetu Zajmoprimca, uključujući i tajni dogovor između ponuđača.

Za potrebe ovog ugovora, saznanja bilo kog ministra Zajmoprimca, bilo kog državnog sekretara Zajmoprimca, bilo kog pomoćnika ministra Zajmoprimca, bilo kog savetnika ministra Zajmoprimca, menadžera ili zaposlenog JIP-a smatraće se saznanjem Zajmoprimca. Zajmoprimac preuzima obavezu da obavesti Banku ukoliko postane svestan bilo koje činjenice ili informacije koja sugeriše da je počinjeno neko takvo delo.

Član 7. Negativna garancija

Ukoliko Zajmoprimac da garancije, preferencijal ili prioritet trećem licu za ispunjenje njegovih obaveza u vezi sa spoljnim dugom, dužan je da o tome obavesti Banku, i na njen zahtev, izda Banci odgovarajuće garancije za ispunjenje ovde navedenih obaveza, ili joj odobri ekvivalentni preferencijal ili prioritet. Zajmoprimac izjavljuje da u ovom trenutku takve garancije, preferencijali ili prioriteti ne postoje.

Ništa od gore navedenog ne primenjuje se (i) na hipoteku u korist prodavca ili drugo opterećenje na zemljište ili drugu aktivu, gde je takvo opterećenje preuzeto samo za obezbeđenje kupovne cene ili kredita na najviše dvanaest (12) meseci, ili (ii) zalog na akcije radi obezbeđenja kratkoročnog kredita.

Član 8. Informacije i posete

8.01 Informacije o Projektu

Promoter će:

- (i) pružiti Banci (a) odgovarajuću informaciju po sadržaju i formi, i u rokovima navedenim u Rasporedu 1.2 ili povremeno, po dogovoru ugovornih strana i (b) sve takve informacije ili druga dokumenta u vezi sa finansiranjem, nabavkom, implementacijom, funkcionisanjem ili uticajem na prirodnu okolinu Projekta ili u vezi sa Projektom, koje bi Banka mogla realno zahtevati;
- (ii) bez odlaganja predati Banci na odobrenje bilo kakvu materijalnu promenu cena, projekata, vremenskog rasporeda ili programa troškova za Projekat u odnosu na objave date Banci pre potpisivanja ovog ugovora;
- (iii) obezbediti jednom godišnje Banci, ako je to traženo, listu važećih polisa koje pokrivaju osiguranu imovinu koja je deo Projekta, zajedno sa potvrđama o plaćanju tekućih premija;
- (iv) odmah obavestiti Banku o (a) bilo kojoj materijalnoj parnici koja je započeta ili kojom je zaprećeno u vezi sa životnom sredinom i drugim pitanjima koja utiču na Projekat; (b) o svakoj činjenici ili događaju poznatim Zajmoprimcu, koji mogu značajno da ugroze ili utiču na uslove izvršenja ili funkcionisanja Projekta.

8.02 Informacije koje se tiču Zajmoprimca

Zajmoprimac će obavestiti Banku:

- (i) odmah o bilo kojoj činjenici koja ga obavezuje i o bilo kakvom zahtevu koji mu je postavljen i bilo da ranije otplati iz razloga neizvršenja novčanih obaveza, u celosti ili delom, bilo koji zajam koji mu je dat od treće strane ili da isplati iz takvih razloga pre dospeća bilo koje dugovanje koje proizilazi finansijske transakcije ili nekog njenog dela;
- (ii) o svakoj svojoj odluci da Terminski zajam isplati pre roka;
- (iii) odmah o bilo kakvoj nameri sa svoje strane o stvaranju nekog garantnog interesa nad nekom od svoje imovine u korist treće strane;
- (iv) uopšte o bilo kojoj činjenici ili događaju koji mogu da spreče ispunjavanje neke obaveze Zajmoprimca po ovom Ugovoru.

8.03 Posete Banke i dokumenta

Sve dok je Zajam neizmiren, Zajmoprimac će osigurati da osobama određenim od strane Banke, koje mogu pratiti predstavnici Suda revizora Evropske zajednice, bude dozvoljeno da posete gradilišta i da sprovedu takve provere kakve budu želeli. U te svrhe, Zajmoprimac će tim osobama i predstavnicima ili pružiti, ili obezbediti pružanje sve neophodne pomoći.

8.04 Istraga i informisanje

Zajmoprimac se obavezuje:

- (i) da na opravdani zahtev Banke sprovede istragu i/ili prekid i/ili sprovede radnje za pokretanje istrage i/ili prekidanje svake navodne ili radnje u koju je posumnjano iz člana 6.07;
- (ii) da obavesti Banku o merama preduzetim da bi se tražilo obeštećenje od osoba odgovornih za bilo kakav gubitak koji proistekne iz takve radnje;
- (iii) da olakša i/ili obezbedi da se olakša svaka istraga koju bi Banka mogla da preduzme u vezi sa takvom radnjom.

Osim ako Zajmoprimac ne obavesti drugačije Banku u pisanoj formi, Zajmoprimac je odgovoran za kontakte sa Bankom u svrhe iz člana 6.07.

Član 9. Rashodi i troškovi

9.01 Porezi, carine i takse

Zajmoprimac će platiti sve poreze, carine, takse i druge namete bilo kakve prirode, uključujući i taksu na žig i upisnine, koje proističu iz izvršenja ili promene ovog ugovora ili nekog drugog povezanog dokumenta ili u stvaranju bilo kakve garancije na Zajam u onoj meri u kojoj je to primenjivo.

Zajmoprimac će platiti svu glavnicu, kamatu, odštetu i druge iznose koji sledeju po ovom ugovoru, bruto bez odbijanja bilo kakvih nacionalnih ili lokalnih nameta; pod uslovom da, ako je Zajmoprimac obavezan po Zakonu da napravi neki takav odbitak, on poveća bruto otplatu Banci tako da posle odbitka, neto iznos koji Banka primi bude ekvivalentan sumi koja joj sleduje.

9.02 Drugi rashodi

Zajmoprimac će snositi sve rashode i troškove, uključujući sve stručne, bankarske ili menjačke troškove napravljene u vezi sa izvršenjem ovog Ugovora ili svakog srodnog dokumenta, uključujući izmene i dopune istom, kao i u stvaranju, upravljanju i realizaciji bilo kakve garancije za Zajam, ako ih ima, kao i sve troškove Banke shodno članu 8.03.

Banka će obezbediti dokumentarnu podršku za sve takve naknade ili troškove sedam (7) dana pre nego što njen zahtev dospe za plaćanje.

Član 10. Ranija otplata u slučaju neizvršenja obaveza

10.01 Pravo na zahtevanje otplate

Zajmoprimac će otplatiti Zajam ili neki njegov deo odmah, zajedno sa naraslom kamatom, po pisanom zahtevu Banke za to, a u skladu sa sledećim odredbama.

10.01(1) Hitni zahtev

Banka može odmah da podnese takav zahtev:

- (i) ako Zajmoprimac propusti da na dospelu datum otplati neki deo Zajma, da plati kamatu na to ili da izvrši bilo kakvo plaćanje kako je ovde određeno;
- (ii) ako Zajmoprimac ne izvrši bilo koju finansijsku obavezu u pogledu nekog zajma (drugog osim Zajma) koji mu je odobrila Banka i ako, usled neizvršenja obaveze, od Zajmoprimca bude zahtevano da ranije otplati neki drugi zajam ili da ispuni pre dospeća neko dugovanje koje proizilazi iz finansijske transakcije;

- (iii) ako, usled Zajmoprimčevog neizvršenja bilo koje obaveze u pogledu bilo kog zajma spomenutog u Stavu (2) ili bilo kog davanja od Evropske unije, pravo Zajmoprimca da vuče prihode od tog zajma ili bilo kog takvog davanja biće, u celini ili delimično, otkazano, ili će, pak u skladu sa uslovima pod kojima je takvo davanje primljeno ono dospeti za isplatu.
- (iv) uopšte, usled bilo kakvog događaja za koji je verovatno da može da ugrozi servisiranje Zajma ili nepovoljno da utiče na neku njegovu garanciju;
- (v) ako se utvrdi da je neka informacija ili dokument koji su predati Banci od strane ili u ime Zajmoprimca u vezi sa pregovorima za ovaj ugovor ili u toku njegovog trajanja, sadržala materijalno pogrešnu izjavu o činjenici, u vreme kada je data.

10.01(2) **Zahtev nakon opomene o ispravci**

Banka takođe može da podnese takav zahtev, ukoliko problem nije otklonjen na zadovoljstvo Banke u razumnom vremenskom periodu preciziranom u opomeni koju je Banka uručila Zajmoprimcu:

- (i) ako Zajmoprimac ne ispuni bilo koju materijalnu obavezu po ovom ugovoru osim one pomenute u članu 10.01(1)(i);
- (ii) ako se bilo koja činjenica navedena u Stavovima materijalno promeni, a materijalno se ne vrati u prvobitno stanje i ako promena šteti interesima Banke kao zajmodavca Zajmoprimcu ili nepovoljno utiče na primenu ili funkcionisanje Projekta;
- (iii) ako dođe do nepoštovanja obaveza Zajmodavca shodno članovima 6, 7, ili 8 ovog ugovora osim netačne izjave o činjenici navedene u članu 10.01(1)(v).

10.02 **Druga prava po zakonu**

Član 10.01 neće ograničiti bilo koje drugo pravo Banke po zakonu da zahteva raniju otplatu Zajma.

10.03 **Odšteta**

10.03(1) **Tranše sa fiksnom kamatnom stopom**

U slučaju zahteva po članu 10.01 u pogledu bilo koje fiksne kamatne stope, Zajmoprimac će platiti Banci traženu sumu zajedno sa sumom izračunatom u skladu sa članom 4.02(2)(i) na bilo koju sumu koja je dospela i plativa. Kamata se akumulira od datuma dospeća plaćanja preciziranog u obaveštenju o zahtevu koji šalje Banka i biće izračunata na osnovu ranije isplate obavljene na datum naveden u njemu.

10.03(2) **FSFR Tranše**

U slučaju zahteva na osnovu člana 10.01 u pogledu FSFR Tranše, Zajmoprimac će platiti Banci traženu sumu zajedno sa sumom jednakom sadašnjoj vrednosti od 0.15% (15 osnovnih poena) per annum izračunatu i naraslu na sumu koja je dospela da se ranije otplati na isti način na koji bi i kamata bila obračunata i narasla, da je taj iznos ostao neizmiren u skladu sa originalnim rasporedom amortizacije te Tranše.

Takva trenutna vrednost biće određena koristeći diskontnu stopu, primenjenu kao i svakog relevantnog Datuma plaćanja. Diskontna stopa biće Fiksna stopa primenjiva jedan (1) mesec pre datuma ranije isplate i sa istim uslovima za plaćanje kamate i istim uslovima Datuma dospeća, ili u slučaju FSFR Tranše, Datuma konverzije, ukoliko ga ima, kao iznos koji treba ranije isplatiti

10.03(3) Opšte

Iznose koje Zajmoprimac duguje na osnovu ovog člana 10.03 dospeće na Datum ranije otplate preciziran u Bančinom zahtevu.

10.04 Neodricanje

Nikakvo neizvršenje ili odlaganje od strane Banke u ostvarivanju bilo kog od svojih prava po ovom članu 10 neće se smatrati odricanjem od tih prava.

10.05 Upotreba primljenih suma

Sume koje Banka primi sledeći zahtev po članu 10.01 biće prvo iskorišćena za plaćanje troškova (ako ih ima), kamate i obeštećenja, a drugo za smanjenje neizmirenih rata po obrnutom redosledu dospevanja. Banka može da upotrebi sume primljene između Tranši po svom nahođenju.

**Član 11.
Jezik, zakon i nadležnost**

11.01 Jezik

Svaki dokument, obaveštenje ili saopštenje sačinjeno između ugovornih strana biće sastavljeno na engleskom jeziku ili će biti praćeno odgovarajuće verifikovanim prevodom na engleski jezik.

11.02 Zakon koji se primenjuje

Ovaj ugovor biće regulisan zakonima Velikog Vojvodstva Luksemburga.

11.03 Nadležnost

Svi sporovi koji se tiču ovog ugovora predaće se Sudu pravde Evropske zajednice.

Strane u ovom ugovoru ovim se odriču bilo kakvog imuniteta od ili prava na prigovor nadležnosti tog Suda. Svaka odluka suda data u skladu sa sa ovim Članom 11.03 biće konačna i obavezujuća za strane bez ograničenja ili odlaganja.

11.04 Dokaz o dospelim sumama

U bilo kom zakonskom postupku povodom ovog ugovora potvrda Banke na bilo koji iznos koji sledi Banci po ovom ugovoru biće nesumnjiv (prima facie) dokaz takvog iznosa.

Član 12. Završne odredbe

12.01 Obaveštenja obema stranama

Obaveštenja i druga saopštenja pod ovim upućena bilo kojoj ugovornoj strani biće u pisanoj formi i biće poslata na adresu navedenu ispod, ili na onu adresu o kojoj je jedna strana prethodno obavestila drugu u pisanoj formi:

Za Banku 100 boulevard Konrad Adenauer
L-2950 Luxembourg

Za Zajmoprimca Ministarstvo finansija
Kneza Miloša 20
11000 Beograd
Republika Srbija

Ministarstvo zdravlja
Nemanjina 22-26
11000 Beograd
Republika Srbija

12.02 Oblik obaveštavanja

Obaveštenja i druga saopštenja, za koja su u ovom ugovoru izloženi utvrđeni rokovi ili koji sami određuju rokove obavezujuće za primaoca, biće uručeni lično, preporučanim pismom, faksom ili drugim sredstvima prenosa koji pružaju dokaz o prijemu od strane primaoca. Datum preporučivanja ili, zavisno od slučaja, navedeni datum prijema prenosa biće konačan za određivanje roka.

Obaveštenja koja pošalje Zajmoprimac na osnovu bilo koje odredbe ovog ugovora biće, gde to zahteva Banka, dostavljeni Banci zajedno sa prihvatljivim dokazima punomoćja osobe ili osoba ovlašćenih da potpišu takvo obaveštenje u ime Zajmoprimca i pohranjeni uzorak potpisa takve osobe ili osoba.

12.03 Stavovi i Rasporedi

Stavovi i sledeći Rasporedi čine deo ovog ugovora:

Raspored I	Tehnički opis
Raspored II	Definicija EURIBOR-a
Raspored III	Formular Zahteva za isplate (Član 1.02(2))
Raspored IV	Konverzija Tranše sa FSFR na Fiksnu

POTVRĐUJUĆI OVO strane su odobrile stavljanje svojih inicijala na svaku stranicu i izradu ovog ugovora u četiri (4) originalna primerka na engleskom jeziku kao što sledi.

Beograd, 8. decembar 2006. godine

Potpisano za i u ime
REPUBLIKE SRBIJE

Ministar za ekonomske odnose sa inostranstvom

Potpisano za i u ime
EVROPSKE INVESTICIONE BANKE

Potpredsednik

.....

dr M. Parivodić

.....

Gospodin G.Genuardi

A.1. TEHNIČKI OPIS

Svrha, Lokacija

Projekat, čiji je cilj da u značajnoj meri unapredi pružanje usluga tercijarne zdravstvene zaštite velikoj većini stanovništva Srbije, sastoji se od projektovanja, izgradnje, opremanja i implementacije nove gradnje i veliko renoviranje postojećih zgrada četiri klinička centra locirana u Beogradu, Nišu, Novom Sadu i Kragujevcu u Republici Srbiji. Takođe obuhvata i jedan broj manjih pomoćnih investicija na četiri gradilišta.

Opis

Projekat se sastoji od sledećih komponenti:

Klinički centar Beograd – završetak zgrade od približno 96 000 m² tipa „kula i podijum“ u tri dela (JI podijum, SZ podijum i kula) i rehabilitaciju šest zgrada u „unutrašnjem krugu“. Ukupan broj kreveta u Kliničkom centru biće 2 525.

Klinički centar Kragujevac – izgradnja nove zgrade od 8 000 m² i renoviranje jednog broja postojećih zgrada. Ukupan broj kreveta u Kliničkom centru biće 1 150.

Klinički centar Niš – završetak delimično korišćene zgrade površine 12 000 m², izgradnja nove zgrade od 15 000 m² i renoviranje jednog broja postojećih zgrada. Ukupan broj kreveta u Kliničkom centru biće 1 225.

Klinički centar Novi Sad – završetak zgrade od 30 764 m² na četiti sprata i renoviranje jednog broja postojećih zgrada. Ukupan broj kreveta biće 1 140.

Termoenergetski Projekat Beograd – zamena postojećih kotlova na tečna goriva u Beogradu sa kombinovanom elektranom na gas za grejanje i struju da bi se generisala struja i toplota niskog stepena u beogradskom Kliničkom centru i pripadajućim zgradama.

Projekat upravljanja otpadom – nacionalni plan da se proces upravljanja otpadom u bolnicama uskladi sa direktivama EU uključujući i incineratore u krugu četiri Klinička centra plus jedan broj mobilnih incineratora koji bi služili drugim bolnicama u Srbiji.

Projekat Transfuzije krvi – projektovanje, izgradnja i puštanje u rad centara za davanje krvi u svakom od četiri Klinička centra.

Nabavka opreme za 4 Klinička centra – jedan broj medicinskih aparata neophodan za postojeće Kliničke centre, koji će biti preneti u nove centre po završetku.

Projekta tehničke pomoći – jedan broj projekata koje finansira EAR koji pružaju podršku opštem unapređenju pružanja zdravstvenih usluga u Srbiji.

Program

Osnovno projektovanje i studija o izvodljivosti početi su 2003. Tenderska procedura za ugovaranje projektovanja biće započeta krajem 2006. Fizički završetak svih novih i rehabilitovanih zgrada planiran je za decembar 2010.

Raspored I

Strana 2/3

A.2. INFORMACIJE O PROJEKTU KOJE TREBA POSLATI BANCIMA I METOD NJIHOVOG PRENOSA

5. Slanje informacija: određivanje odgovorne osobe

Dole navedene informacije moraju biti poslate u Banku pod odgovornošću:

Kompanija	<i>Ministarstvo </>, Srbija</i>
Kontakt osoba	
Zvanje	
Funkcija / Odeljenje	
Adresa	
Tel.	
Faks	
E-mail	

Gorepomenuta kontakt osoba(osobe) je (su) odgovorni kontakt(i) za sada. Zajmoprimac će bez odlaganja obavestiti EIB u slučaju bilo kakve promene.

6. Informacije o specifičnim predmetima

Zajmoprimac će dostaviti Banci sledeće informacije najkasnije do roka navedenog dole.

Dokument / informacija	Rok
...	

7. Informacije o implementaciji projekta

Zajmoprimac će dostaviti Banci sledeće informacije o napretku projekta tokom implementacije najkasnije do roka navedenog dole.

Dokument / informacija	Rok	Učestalost izveštavanja
Izveštaj o napretku Projekta - <i>Kratka dopuna tehničkog opisa, kojom se objašnjavaju razlozi za značajne izmene naspram početnog opsega;</i> - <i>Najnovije informacije o datumu završetka svake od glavnih komponenti Projekta, kojima se objašnjavaju razlozi za svako eventualno odlaganje;</i> - <i>Najnovije informacije o troškovima projekta, kojima se objašnjavaju razlozi za svako eventualno povećanje troškova naspram inicijalno planiranih troškova;</i> - <i>Opis svakog velikog pitanja koje može imati uticaja na životnu sredinu;</i> - <i>Najnovije informacije o postupcima nabavke;</i> - <i>Najnovije informacije o zahtevima ili upotrebi projekta i komentari;</i> - <i>Svako značajno pitanje koje se pojavilo i svaki značajan rizik koji bi mogao da ugrozi funkcionisanje projekta;</i> - <i>Svaki mogući pravni postupak u vezi sa projektom koji je u toku.</i>		<i>Tromesečno do završetka projekta</i>
...		

8. Informacije o kraju radova i prvoj godini funkcionisanja

Zajmodavac će dostaviti Banci sledeće informacije o završetku projekta i inicijalnim operacijama najkasnije do roka navedenog dole.

Dokument / informacija	Datum dostavljanja Banci
<p>Izveštaj o završetku projekta, koji obuhvata:</p> <ul style="list-style-type: none">- <i>Kratak opis tehničkih karakteristika projekta na njegovom završetku, objašnjavajući razloge za svaku značajnu izmenu;</i>- <i>Datum završetka svake od glavnih komponenti Projekta, uz objašnjenje razloga za svako eventualno odlaganje;</i>- <i>Konačne troškove projekta, uz objašnjenje razloga za svako eventualno povećanje troškova naspram inicijalno planiranih troškova;</i>- <i>Broj novih radnih mesta kreiranih putem projekta: i radnih mesta tokom implementacije projekta i stalnih novih radnih mesta;</i>- <i>Opis svakog velikog pitanja koje može imati uticaja na životnu sredinu;</i>- <i>Najnovije informacije o postupcima nabavke (van EU);</i>- <i>Najnovije informacije o zahtevima ili upotrebi projekta i komentare;</i>- <i>Svako značajno pitanje koje se pojavilo i svaki značajan rizik koji bi mogao da ugrozi funkcionisanje projekta;</i>- <i>Svaki mogući pravni postupak u vezi sa projektom koji je u toku.</i>	<p><i>U roku od 12 meseci od fizičkog završetka poslednjeg Kliničkog centra u projektu</i></p>
...	

Jezik izveštaja

Engleski

Raspored II **Definicija EURIBOR-a**

„**EURIBOR**” označava:

U pogledu bilo kog relevantnog perioda, uključujući i FSFR Referentni period ili bilo koji drugi period vremena od jednog (1) ili više meseci, kamatnu stopu za depozite u evrima za period izražen brojem celih meseci koji najpribližnije odgovara trajanju tog perioda; a

U pogledu relevantnog perioda kraćeg od mesec dana, kamatnu stopu za depozite u evrima na rok od jednog (1) meseca,

(period za koji se uzima stopa u daljem tekstu nazivaće se „**Reprezentativni period**”) objavljena u 11 časova pre podne po Briselskom vremenu ili kasnijem vremenu koje Banka oceni kao prihvatljivo na dan („**Datum za određivanje**”) koji pada dva (2) relevantna radna dana pre prvog dana relevantnog perioda, koja se objavi na Rojtersovoj strani EURIBOR 01 ili na nekoj od sledećih strana ili, ako ne tu, bilo kom drugom sredstvu objavljivanja koje za ovu svrhu izabere Banka.

Ako se stopa ne objavi na ovaj način, Banka će tražiti od glavnih filijala u evro-zoni od četiri velike banke u evro-zoni, koje odabere Banka, da navedu kamatnu stopu po kojoj depozite u evrima u uporedivom iznosu svaka od njih nudi u približno 11:00 časova, po Briselskom vremenu, na Datum za određivanje drugim glavnim bankama na međubankarskom tržištu u evro-zoni za period jednak Reprezentativnom periodu. Ako se obezbede makar dva navoda, stopa za taj Datum utvrđivanja biće aritmetička sredina navedenih stopa.

Ako se obezbede manje od dva navoda, stopa koja će se koristiti biće aritmetička sredina stopa koju navode najveće banke u evro-zoni, a koje odabere Banka, u približno 11:00 časova po Briselskom vremenu na dan koji pada dva (2) Relevantna radna dana nakon Datuma za utvrđivanje, za zajmove u evrima u uporedivom iznosu vodećim evropskim bankama za period jednak Reprezentativnom periodu.

Za svrhu prethodne definicije:

Svi procenti koji proishode iz bilo kakvih proračuna iz ovog rasporeda biće zaokruženi, ako je to potrebno, na najbližem stohiljaditom procentnom poenu, dok se polovine zaokružuju.

Banka će bez odlaganja obavestiti Zajmoprimca o navodima koje Banka primi.

Ako bilo koja od prethodnih odredbi postane neusklađena sa odredbama usvojenim pod zaštitom EURIBOR FBE i EURIBOR ACI, Banka može putem obaveštenja Zajmoprimcu izmeniti i dopuniti odredbe da bi ih uskladila sa drugim takvim odredbama.

Raspored III
Formular Zahteva za isplatu (Članu 1.02(2))

Zahtev za isplatu	<i>Tranša br.:</i>	<i>Datum: ..</i>
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Molimo Vas da pristupite sledećoj isplati:

Ime Zajma(*):	Projekat Klinički centri / A
Datum potpisivanja (*): 2006
Referentni broj: ¹	
Isplata N°:	
Predloženi datum isplate:	
Ukupan zahtev (ugovorna valuta):	
Datum konverzije kamate, ako ga ima	
Isplatiti kao što sledi:	
Valuta (Čl. 1.03)	EUR
Iznos	
Kamatna osnova Kamatna stopa/raspon (Art 3.01)	<i>Fiksna stopa FSFR</i>
Frekvencija kamate (Čl. 3.01)	<i>Polugodišnja</i>
Otplata (Čl. 4.01)	<i>Polugodišnja</i>
Datumi isplate (Čl. 5.01)	
Prvi datum otplate	
Poslednji datum isplate	

Rezervisano za EIB	
Iznos Zajma:	€ 80 m
Isplaćeno do sada:	
Bilans za isplatu:	
Rok za Isplatu:	30.april 2010.
Maks. broj isplata:	7
Minimalna visina Tranše:	€ 10 m
Ukupne dosadašnje dodele:	
Prethodni uslovi:	Čl. 1.04

Na račun Zajmoprimca:
Broj računa°:
Ime i adresa Banke:
Molimo Vas da informacije vezane za Zahtev prenesete:
Zajmoprimčevo ovlašćeno ime(imena) i potpis(potpisi):

¹ Kao na prvoj strani Ugovora.

Raspored IV
Konverzija tranše sa FSFR na Fiksnu

Za svaku FSFR Tranšu primenjivaće se sledeće odredbe:

A. Definicije u ovom rasporedu

„**Predlog konverzije**” znači predlog koji daje Banka u skladu sa paragrafom B ovog Rasporeda.

„**Konverzija kamate**” znači konverziju Tranše sa varijabilne na fiksnu kamatnu stopu za njen preostali rok.

„**Datum konverzije kamate**” znači datum koji precizira Zajmoprimac u skladu sa Članom 1.02(2) (vii) a koji predstavlja Datum plaćanja koji će biti ne manje od četiri (4) godine pre poslednjeg dozvoljenog datuma plaćanja navedenog u Članu 4.01.

„**Zahtev za konverziju kamate**” ili „**Zahtev**” znači pisani dopis Zajmoprimca, koji mora biti isporučen najmanje sedamdeset i pet (75) dana pre Datuma konverzije kamate, kojim se od Banke traži da podnese Zajmoprimcu Predlog konverzije za Tranšu. Konvertovani iznos i bilo koji nekonvertovani iznos mora biti najmanje 10.000.000 evra (deset miliona evra). U zahtevu takođe mora biti precizirano i sledeće:

- (i) Datumi plaćanja izabrani u skladu sa odgovarajućim odredbama Člana 3.01;
- (ii) preferirani plan otplate izabran u skladu sa Članom 4.01.

B. Mehanizmi konverzije

Nakon primanja Zahteva za konverziju kamate, i gde je to prikladno, nakon prethodnih konsultacija sa Zajmoprimcem, a u zavisnosti od raspoloživosti, Banka će bilo kog Luksemburškog radnog dana, u intervalu između šezdeset (60) i trideset (30) dana pre Datuma konverzije kamate, a do datuma koji Zajmoprimac prihvati, dostaviti Zajmoprimcu predlog („**Predlog konverzije**”) u kom se navodi:

- (i) Fiksna stopa koja će se primenjivati na Tranšu u skladu sa Članom 3.01;
- (ii) da će se Fiksna kamatna stopa primenjivati od relevantnog Datuma konverzije kamate, a kamata će se plaćati kvartalno, polugodišnje ili godišnje na predviđene Datume plaćanja.

Zajmoprimac može prihvatiti Predlog konverzije do 17 časova po Luksemburškom vremenu na dan isporuke.

Bilo kakva izmena Ugovora koju Banka traži u vezi sa ovim pitanjem biće sprovedena u vidu sporazuma koji će se zaključiti ne kasnije od petnaest (15) dana pre relevantnog Datuma konverzije kamate.

C. Efekti konverzije

Ukoliko Zajmoprimac blagovremeno prihvati Predlog konverzije, Zajmoprimac će platiti prispelu kamatu na dan Datuma konverzije kamate i nakon toga na predviđene Datume plaćanja.

Pre Datuma konverzije kamate, odredbe Ugovora koje se odnose na FSFR Tranše primenjivaće se na celu Tranšu. Nakon Datuma konverzije kamate, odredbe koje se odnose na Tranše fiksne kamatne stope primenjivaće se na celu Tranšu, a naročito na bilo koju raniju otplatu koja se izvrši nakon što Zajmoprimac prihvati Predlog konverzije. Odredbe koje su prethodno važile primenjivaće se na bilans.

D. Neizvršavanje Konverzije kamate

Ukoliko Zajmoprimac prihvati Predlog konverzije za manje od celokupnog iznosa Tranše ili ukoliko strane ne uspeju da sprovedu izmenu koju je tražila Banka u skladu sa paragrafom B, Zajmoprimac će otplatiti bilans Tranše na Datum konverzije kamate.

Član 3.

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