



HRVATSKI SABOR

KLASA: 022-02/24-01/22

URBROJ: 65-24-2

Zagreb, 22. veljače 2024.

ZASTUPNICAMA I ZASTUPNICIMA
HRVATSKOGA SABORA

PREDSJEDNICAMA I PREDSJEDNICIMA
RADNIH TIJELA

Na temelju članaka 178. i 192., a u vezi s člankom 207.a Poslovnika Hrvatskoga sabora u prilogu upućujem *Konačni prijedlog zakona o potvrđivanju Ugovora o financiranju između Republike Hrvatske i Europske investicijske banke za projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma*, koji je predsjedniku Hrvatskoga sabora podnijela Vlada Republike Hrvatske, aktom od 22. veljače 2024. godine.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila potpredsjednika Vlade Republike Hrvatske i ministra mora, prometa i infrastrukture Olega Butkovića i državne tajnike Tomislava Mihotića, Josipa Bilavera i dr. sc. Alena Gospočića.

PREDSJEDNIK

Gordan Jandroković



VLADA REPUBLIKE HRVATSKE

KLASA: 022-03/23-11/80
URBROJ: 50301-05/14-24-9

Zagreb, 22. veljače 2024.

PREDSJEDNIKU HRVATSKOGA SABORA

PREDMET: Konačni prijedlog zakona o potvrđivanju Ugovora o financiranju između Republike Hrvatske i Europske investicijske banke za projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma

Na temelju članka 85. Ustava Republike Hrvatske („Narodne novine”, br. 85/10. - pročišćeni tekst i 5/14. - Odluka Ustavnog suda Republike Hrvatske) i članka 207.a Poslovnika Hrvatskoga sabora („Narodne novine”, br. 81/13., 113/16., 69/17., 29/18., 53/20., 119/20. - Odluka Ustavnog suda Republike Hrvatske, 123/20. i 86/23. - Odluka Ustavnog suda Republike Hrvatske), Vlada Republike Hrvatske podnosi Konačni prijedlog zakona o potvrđivanju Ugovora o financiranju između Republike Hrvatske i Europske investicijske banke za projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma.

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PREDSJEDNIK
dr. sc. Andrej Plenković

KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O
FINANCIRANJU IZMEĐU REPUBLIKE HRVATSKE I EUROPSKE
INVESTICIJSKE BANKE ZA PROJEKT "REVITALIZACIJA ŽELJEZNIČKOG
SUSTAVA REPUBLIKE HRVATSKE" IZ OKVIRNOG ZAJMA

KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O FINANCIRANJU IZMEĐU REPUBLIKE HRVATSKE I EUROPSKE INVESTICIJSKE BANKE ZA PROJEKT “REVITALIZACIJA ŽELJEZNIČKOG SUSTAVA REPUBLIKE HRVATSKE“ IZ OKVIRNOG ZAJMA

I. USTAVNA OSNOVA

Ustavna osnova za donošenje Zakona o potvrđivanju Ugovora o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma, sadržana je u odredbi članka 140. stavka 1. Ustava Republike Hrvatske („Narodne novine“, br. 85/10. – pročišćeni tekst i 5/14. – Odluka Ustavnog suda Republike Hrvatske).

II. OCJENA STANJA I CILJ KOJI SE DONOŠENJEM ZAKONA ŽELI POSTIĆI

II.1. Ocjena stanja

Europska investicijska banka (*European Investment Bank*, u daljnjem tekstu: EIB), osnovana je 1958. Rimskim ugovorima u isto vrijeme kada su osnovane i ostale institucije poznate pod zajedničkim nazivom - Europska ekonomska zajednica (EEZ). EIB je financijska institucija Europske unije sa sjedištem u Luksemburgu.

Glavna je uloga EIB-a osiguranje sredstava za kapitalne investicije vezane za razvoj i integraciju Europske unije. Zajmovi koje izdaje namijenjeni su za razvoj nedovoljno razvijenih regija, razvoj infrastrukture, poboljšanje konkurentnosti europske industrije, zaštitu okoliša, obnovljivih izvora energije i slično. EIB financira projekte zemalja članica Europske unije i kandidatkinja za punopravno članstvo, a potom i projekte izvan Europske unije koji povoljno utječu na jačanje europskih integracija.

Suradnja Republike Hrvatske i EIB-a, u pogledu financiranja novih projekata, obnovljena je 2000. godine nakon što je Vijeće ministara Europske unije odobrilo mandat EIB-u da financijski podupire infrastrukturne projekte i projekte razvoja privatnog sektora u Republici Hrvatskoj. Nastavno na navedeno, Republika Hrvatska i EIB su, 13. prosinca 2000., sklopili Okvirni sporazum između Republike Hrvatske i Europske investicijske banke koji uređuje aktivnosti EIB-a u Republici Hrvatskoj („Narodne novine – međunarodni ugovori“, broj 6/01) i temeljem kojeg je Odbor guvernera EIB-a 6. veljače 2001. godine odobrio davanje zajmova za investicijske projekte u Republici Hrvatskoj.

Punopravnim članstvom u Europskoj uniji, 1. srpnja 2013., Republika Hrvatska postala je i punopravna članica EIB-a. Ukupni upisani kapital Republike Hrvatske u EIB-u iznosi 1,06 milijardi eura, što čini udio od 0,43% u ukupnom kapitalu EIB-a. Od navedenog upisanog kapitala 94,8 milijuna eura je uplaćeni kapital dok 967,6 milijuna eura predstavlja kapital na poziv.

Republika Hrvatska je od 2001. do kraja 2023. godine sklopila 47 ugovora s EIB-om za 8 zajmova izravno Republici Hrvatskoj, vrijednih 1,08 milijardi eura, te 39 zajmova uz državno jamstvo, vrijednih 4,34 milijardi eura

EIB dugoročnim financiranjem projekata, jamstvima i savjetima unapređuje ciljeve Europske unije. Banka podupire projekte unutar i izvan Europske unije. Njezini su dioničari države članice Europske unije. EIB je većinski dioničar Europskog investicijskog fonda (u daljnjem tekstu: EIF) te zajedno s njim čini Grupu EIB-a. U sklopu Plana ulaganja za Europu koji je predložila Europska komisija, Grupa EIB-a dio je šire strategije čiji je cilj premošćivanje velikog investicijskog jaza na način da se smanje neki od rizika koje snose ulagači, a koji su povezani s projektima.

U javnom sektoru, EIB uglavnom financira velike infrastrukturne projekte (obnova infrastrukture i modernizacije u sektoru željeznica, komunalna infrastruktura na područjima od posebne državne skrbi, obnova i izgradnja cesta, autocesta i izgradnja plinovođa, te financiranje malog i srednjeg poduzetništva kroz kreditne linije putem HBOR-a).

Vlada Republike Hrvatske je na sjednici održanoj 2. studenog 2023. donijela Zaključak o prihvaćanju Projekta „Revitalizacija željezničkog sustava Republike Hrvatske“ za financiranje i/ili sufinanciranje iz okvirnog zajma Europske investicijske banke (u daljnjem tekstu: Projekt). Spomenutim okvirnim zajmom planirano je financiranje indikativnih investicijskih projekata trgovačkih društava HŽ Infrastruktura d.o.o. (u daljnjem tekstu: HŽI) i HŽ Putnički prijevoz d.o.o. (u daljnjem tekstu: HŽPP). Zaključkom je također dano ovlaštenje Ministarstvu mora, prometa i infrastrukture da putem Ministarstva financija, u ime Vlade Republike Hrvatske, uputi Europskoj investicijskoj banci Projekt radi pokretanja postupka pripreme i odobrenja okvirnog zajma Europske investicijske banke, a u svrhu provedbe istog.

Slijedom spomenutog upućivanja Projekta EIB-u, Vlada Republike Hrvatske je, na sjednici održanoj dana 21. prosinca 2023. donijela Odluku o pokretanju postupka za sklapanje Ugovora o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma. Spomenutom Odlukom Vlada Republike Hrvatske je prihvatila Nacrt ugovora o financiranju, odredila sastav izaslanstva Republike Hrvatske za vođenje pregovora te je ovlastila ministra financija da, u ime Republike Hrvatske, potpiše Ugovor o financiranju.

Nakon održanih pregovora, Vlada Republike Hrvatske na sjednici održanoj 11. siječnja 2024. donijela Zaključak o prihvaćanju Izvješća o vođenim pregovorima za sklapanje Ugovora o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma.

Ugovor o financiranju je potpisan dana 22. siječnja 2024. u Zagrebu i u Luxemburgu. Za Republiku Hrvatsku potpisao ga je dr. sc. Marko Primorac, ministar financija, a za EIB Hanna Karczewska, voditeljica službe, i Olga Pascenco, službenica za zajmove.

II.2. Cilj koji se Zakonom želi postići

Zakonom se potvrđuje Ugovor o financiranju za Projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma.

U skladu s Ugovorom o financiranju, zajam iznosi 400 milijuna eura od ukupno

planiranih 900 milijuna eura okvirnog zajma odobrenog od strane Europske investicijske banke.

EIB je na sjednici Odbora direktora, održanoj dana 13. prosinca 2023., odobrio Republici Hrvatskoj okvirni zajam u iznosu od 900 milijuna eura. Odobreni iznos okvirnog zajma odnosi se na financiranje i/ili sufinanciranje indikativnih projekata željezničkih društava, u čemu se iznos od oko 714,7 milijuna eura odnosi na indikativne projekte društva HŽI, dok se na indikativne projekte društva HŽPP odnosi iznos financiranja i/ili sufinanciranja od oko 185,3 milijuna eura. Naime, Ministarstvo mora, prometa i infrastrukture je u suradnji sa društvima HŽI i HŽPP identificiralo strateške investicijske projekte spomenutih društava za naredno desetogodišnje razdoblje i to prema stupnju spremnosti od prioriteta A do prioriteta D koji zajedno čine Projekt „Revitalizacija željezničkog sustava Republike Hrvatske“. Odobrenim sredstvima okvirnog zajma predviđeno je financiranje i/ili sufinanciranje projekata usmjerenih na poboljšanje željezničke infrastrukture kao i projekata usmjerenih na poboljšanje putničkog prijevoza.

Ugovor o financiranju odnosi se na zajam u iznosu od 400 milijuna eura dok će preostali iznos odobrenog okvirnog zajma u iznosu od 500 milijuna eura biti predmetom sljedećih ugovora o financiranju, prema potrebi i sukladno dinamici korištenja prvog dijela zajma.

Ukupna vrijednost Projekta „Revitalizacija željezničkog sustava Republike Hrvatske“ procijenjena je na 2,6 milijardi eura, a indikativna lista projekata u okviru Ugovora o financiranju sadrži primarno, ali ne isključivo 49 projekata koji se odnose na poboljšanje željezničke infrastrukture i putničkog prijevoza. Realizacija ovih indikativnih projekata dovest će do povećanja kapaciteta i modernizacije željezničke infrastrukture te značajnog poboljšanja sigurnosti putnika i osoblja smanjujući rizik od nesreća i ozljeda, a što će posljedično pozitivno utjecati na smanjenje gužvi na cestama te na promicanje održivog razvoja prometnog sektora.

OPIS ZAJMA

zajmoprimac:	Republika Hrvatska - Ministarstvo financija;
zajmodavac:	Europska investicijska banka;
nositelj (promotor):	Ministarstvo mora, prometa i infrastrukture;
korisnici:	Projektna društva; društvo HŽ Infrastruktura d.o.o. i društvo HŽ Putnički prijevoz d.o.o.;
iznos zajma:	400.000.000 EUR (slovima: četiristomilijuna eura);
namjena:	financiranje i/ili sufinanciranje troškova realizacije Projekta „Revitalizacija željezničkog sustava Republike Hrvatske“;
predviđeni iznos I. tranše:	108.500.000 EUR (slovima: stoosammilijunapetstotisuća eura);

rok korištenja:	60 (šezdeset) mjeseci nakon potpisa Ugovora o financiranju
predviđeni rok otplate za I. tranšu:	25 godina
predviđeno razdoblje počeka:	5 godina
indikativna kamatna stopa za I. tranšu:	3,234% (slovima: tricijeladvjestotridesetčetiri posto)
dospijeće obveza:	Polugodišnje plaćanje kamata i polugodišnja otplata glavnice

III. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI ZAKONOM

Ovim Zakonom potvrđuje se Ugovor o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma, kako bi njegove odredbe u smislu članka 141. Ustava Republike Hrvatske postale dio unutarnjeg pravnog poretka Republike Hrvatske.

Ovim Zakonom također se propisuje način podmirivanja financijskih obveza koje nastaju za Republiku Hrvatsku po Ugovoru o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma te nadležnost za provedbu Ugovora o financiranju.

IV. OCJENA SREDSTAVA POTREBNIH ZA PROVEDBU ZAKONA

Republika Hrvatska se, na temelju Ugovoru o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma, obvezala kao zajmoprimac redovito i u potpunosti izvršavati sve financijske obveze prema EIB-u. Izvršavanje predmetnog Ugovora podrazumijeva financijske obveze otplate zajma za Republiku Hrvatsku u svojstvu zajmoprimca, u iznosu cjelokupnog zajma, kamata i drugih eventualnih troškova koji nastaju na temelju istog.

Točni iznosi financijskih obveza i rokovi za njihovo podmirenje utvrđuju se tijekom povlačenja predviđenih tranši zajma i osigurat će se u Državnom proračunu Republike Hrvatske za naredne godine.

V. ZAKONI KOJIMA SE POTVRĐUJU MEĐUNARODNI UGOVORI

Temelj za donošenje ovoga Zakona po hitnom postupku nalazi se u članku 207.a Poslovnika Hrvatskoga sabora („Narodne novine“, br. 81/13. 113/16., 69/17., 29/18., 53/20., 119/20. – Odluka Ustavnog suda Republike Hrvatske, 123/20. i 86/23. – Odluka Ustavnog suda Republike Hrvatske), prema kojemu se zakoni kojima se, u skladu s Ustavom Republike Hrvatske, potvrđuju međunarodni ugovori donose u pravilu u jednom čitanju, a postupak donošenja pokreće se podnošenjem konačnog prijedloga zakona o

potvrđivanju međunarodnog ugovora.

S obzirom na prirodu postupka potvrđivanja međunarodnih ugovora, kojim država i formalno izražava spremnost da bude vezana već potpisanim međunarodnim ugovorom, kao i na činjenicu da se u ovoj fazi postupka u pravilu ne mogu vršiti izmjene ili dopune teksta međunarodnog ugovora, predlaže se ovaj Konačni prijedlog zakona raspraviti i prihvatiti u jednom čitanju.

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O
FINANCIRANJU IZMEĐU REPUBLIKE HRVATSKE I EUROPSKE
INVESTICIJSKE BANKE ZA PROJEKT “REVITALIZACIJA ŽELJEZNIČKOG
SUSTAVA REPUBLIKE HRVATSKE“ IZ OKVIRNOG ZAJMA**

Članak 1.

Potvrđuje se Ugovor o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma, potpisan u Zagrebu i u Luxemburgu, 22. siječnja 2024. u izvorniku na engleskom jeziku.

Članak 2.

Tekst Ugovora iz članka 1. ovoga Zakona, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik, glasi:

Broj Ugovora (FI br.) 95.797

Operativni broj (Serapis br.) 2022-0660

OKVIRNI ZAJAM ZA PROJEKT „REVITALIZACIJA ŽELJEZNIČKOG SUSTAVA REPUBLIKE HRVATSKE“¹

Ugovor o financiranju

između

Republike Hrvatske

i

Europske investicijske banke

Zagreb, 17. siječnja 2024.

Luksemburg, 22. siječnja 2024.

¹ Identifikacija projekta u sustavu EIB Serapis glasi OKVIRNI ZAJAM ZA RAZVOJ ŽELJEZNICE U HRVATSKOJ

OVAJ UGOVOR JE SKLOPLJEN IZMEĐU:

Republike Hrvatske, u čije ime djeluje i koja djeluje putem Ministarstva financija, koju zastupa ministar financija g. Marko Primorac,

(„Zajmoprimac“)

s jedne strane, i

Europske investicijske banke, sa sjedištem u 100 blvd Konrad Adenauer, Luksemburg, L-2950 Luksemburg, koju zastupaju gđa. Hanna Karczewska, voditeljica službe i gđa. Olga Pascenco, službenica za zajmove,

(„Banka“)

s druge strane.

Banka i Zajmoprimac zajedno se nazivaju „**stranke**“, a svaki od njih zasebno naziva se „**stranka**“.

BUĐUĆI DA JE:

- (a) Zajmoprimac izjavio da poduzima različita ulaganja u željeznički sektor u Hrvatskoj putem Ministarstva mora, prometa i infrastrukture kao nositelja („**Nositelj**”), uglavnom u održive prometne sustave u željezničkom sektoru kroz obnovu, modernizaciju, proširenje i poboljšanje željezničke infrastrukture i željezničkih vozila te vezano za perspektivu financiranja Zajmoprimca od strane EU-a, uključujući financijska sredstva EU-a iz Operativnog programa za razdoblje od 2021. do 2027., Mehanizma za oporavak i otpornost (RRF), Instrumenta za povezivanje Europe i drugih omotnica Europske unije, koje su detaljnije opisane u tehničkom opisu („**tehnički opis**”) utvrđenom u Prilogu A.1. Svi takvi investicijski projekti (od kojih se svaki u daljnjem tekstu naziva „**investicijski projekt**”), a koji su predmet pisma/pisama o dodjeli sredstava od strane Banke, zajedno čine i dalje se zajedno nazivaju projekt („**Projekt**”), a provode ga i njime upravljaju HŽ Infrastruktura d.o.o. (HŽI) za infrastrukturne projekte i HŽ Putnički prijevoz d.o.o. (HŽPP) za putnička željeznička vozila.
- (b) Ukupan trošak Projekta prema procjeni Banke iznosi 2.600.000.000 EUR (dvije milijarde i šest stotina milijuna eura) te je Zajmoprimac izjavio da Projekt namjerava financirati kako slijedi:

Izvor	Iznos (u milijunima EUR)
Kredit/i Banke	900 (od čega se temeljem ovog Ugovora daje na raspolaganje kredit u iznosu od 400.000.000 EUR)
Vlastita sredstva, fondovi EU-a (kako je definirano u nastavku) i ostali izvori	1.700
UKUPNO	2.600

- (c) U svrhu ostvarenja plana financiranja utvrđenog u uvodnoj odredbi (b), Zajmoprimac je od Banke zatražio kredit u iznosu od 900.000.000 EUR (devet stotina milijuna eura).
- (d) Banka je, uzimajući u obzir da financiranje Projekta potpada pod njen djelokrug funkcija te uzimajući u obzir izjave i činjenice navedene u ovim uvodnim odredbama, odlučila odobriti okvirni zajam Zajmoprimcu u iznosu od 900.000.000 EUR (devet stotina milijuna eura) („**odobreni kredit**”) te odmah odobriti zahtjev Zajmoprimcu dajući mu kredit u iznosu od 400.000.000 EUR (četiri stotine milijuna eura) za obnovu, modernizaciju, proširenje i poboljšanje željezničke infrastrukture koju će provoditi HŽI i putničkih željezničkih vozila koju će provoditi HŽPP na temelju ovog prvog ugovora o financiranju (dalje u tekstu: „**Ugovor**”). Za preostali dio odobrenog kredita u iznosu od 500.000.000 EUR (pet stotina milijuna eura) sklopit će se dodatni ugovor/i o financiranju vezano za provođenje gore navedenog Projekta. Zajmoprimac će prije isplate posljednjeg iznosa od 90.000.000 EUR (devedeset milijuna eura) od odobrenog kredita, osigurati da je puni iznos zajmova isplaćenih u okviru EIB-ovih ugovora o financiranju, zbrojeno s iznosom bilo koje predložene tranše, u potpunosti dodijeljen investicijskim projektima koji se odnose na Projekt.
- (e) Ministarstvo financija, koje zastupa ministar financija g. Marko Primorac, ovlašteno je potpisati ovaj Ugovor u ime Zajmoprimca.
- (f) Zajmoprimac Banci kao međunarodnoj financijskoj instituciji priznaje status povlaštenog vjerovnika.
- (g) Statutom Banke utvrđeno je da Banka dužna osigurati da se njezina sredstva upotrebljavaju što je racionalnije moguće u interesu Europske unije; i sukladno tome, uvjeti kreditnih poslova Banke moraju biti u skladu s odgovarajućim politikama Europske unije.

- (h) Financiranje Projekta uključuje određene fondove EU-a i državne subvencije ili bespovratna sredstva, a osiguravanje takvih sredstava propisno je odobreno i osigurat će se u skladu s relevantnim pravom EU, uključujući i ono o državnim potporama.
- (i) Banka smatra da pristup informacijama o projektima koje ona financira ima ključnu ulogu u smanjenju okolišnih i socijalnih rizika, uključujući kršenje ljudskih prava, te je stoga uspostavila politiku transparentnosti čija je svrha povećati odgovornost Grupe Banke u odnosu na njene dioničare i građane Europske unije općenito.
- (j) Banka vrši obradu osobnih podataka u skladu s primjenjivim pravom EU koje se odnosi na zaštitu pojedinaca u pogledu obrade osobnih podataka od strane institucija i tijela Europske unije i na slobodan protok takvih podataka. Za potrebe GDPR-a (kako je definirano u nastavku) i Uredbe (EU) 2018/1725, stranke potvrđuju da će svaka stranka pri obradi osobnih podataka u vezi s ovim Ugovorom djelovati kao neovisni voditelj obrade, a ne kao izvršitelj obrade u ime druge stranke ili kao zajednički voditelj obrade s drugom strankom.
- (k) Banka podupire provedbu međunarodnih standarda i standarda Europske unije u pogledu sprečavanja pranja novca i borbe protiv financiranja terorizma te promiče standarde dobrog poreznog upravljanja. Uspostavila je politike i postupke kako bi se izbjegao rizik zlouporabe njenih sredstava u svrhe koje su nezakonite ili predstavljaju zlouporabu vezano za primjenjive zakone. Izjava Grupe Banke o suzbijanju poreznih prijevара, utaje poreza, izbjegavanja plaćanja poreza, agresivnog poreznog planiranja, pranja novca i financiranja terorizma dostupna je na internetskim stranicama Banke i predstavlja dodatne smjernice za ugovorne strane Banke.

STOGA je dogovoreno kako slijedi:

TUMAČENJE I DEFINICIJE

Tumačenje

U ovom Ugovoru:

- (a) upućivanja na „članke“, „uvodne odredbe“, „priloge“ i „dodatke“, osim ako nije izričito drugačije navedeno, odnose se na članke, uvodne odredbe, priloge i dodatke ovom Ugovoru;
- (b) upućivanja na „zakon“ ili „pravo“ znače:
 - (i) bilo koji primjenjivi zakon i primjenjivi ugovor, ustav, statut, zakonodavstvo, odluka, normativni akt, pravilo, propis, presuda, nalog, pismeno, sudski nalog, određivanje, odluka suda ili druga zakonodavna ili upravna mjera ili sudska ili arbitražna odluka u bilo kojoj sudskoj nadležnosti, koji predstavljaju obvezujuću ili primjenjivu sudsku praksu; i
 - (ii) pravo EU-a;
- (c) upućivanja na „primjenjivi zakon“, „primjenjive zakone“ ili „primjenjivu sudsku nadležnost“ znače:
 - (i) pravo ili sudska nadležnost primjenjive na Zajmoprimca, njegova prava i/ili obveze (koje u svakom takvom slučaju proizlaze iz ovog Ugovora ili u vezi s ovim Ugovorom), njegovo svojstvo i/ili imovinu i/ili Projekt; i/ili, onako kao je to primjenjivo u konkretnom slučaju
 - (ii) pravo ili sudsku nadležnost (uključujući, u svakom takvom slučaju, i Statut Banke) koji se primjenjuju na Banku, njezina prava, obveze, svojstvo i/ili imovinu;
- (d) upućivanja na neku zakonsku ili ugovornu odredbu odnose se na tu zakonsku ili ugovornu odredbu onako kako je ona izmijenjena, dopunjena ili preuzeta;
- (e) upućivanje na bilo koji drugi sporazum ili instrument odnose se na taj drugi sporazum ili instrument onako kako je on izmijenjen, noveliran, dopunjen ili prepravljen;
- (f) riječi i izrazi u množini uključuju jedninu i obratno;
- (g) pojmovi definirani u GDPR-u (kako je definirano u nastavku), uključujući pojmove „voditelj obrade“, „osoba čiji se podaci obrađuju“, „osobni podaci“, „obrada“ i „izvršitelj obrade“, imaju isto značenje kada se koriste u uvodnoj odredbi (j) ili članku 6.9. ovog Ugovora;
- (h) pojam „mjesec“ označava razdoblje koje započinje na jedan određeni dan u kalendarskom mjesecu i završava na brojčano odgovarajući dan sljedećeg kalendarskog mjeseca, a iznimno, te podložno definiciji datuma plaćanja, članku 5.1. i Prilogu B, te osim ako to nije drukčije predviđeno ovim Ugovorom:
 - (i) ako brojčano odgovarajući dan nije radni dan, to razdoblje završava sljedećeg radnog dana u tom kalendarskom mjesecu u kojem to razdoblje završava, ako postoji takav radni dan. Ako ne postoji, završava na prethodni radni dan; i
 - (ii) ako ne postoji numerički odgovarajući dan u kalendarskom mjesecu u kojem to razdoblje završava, to razdoblje završava posljednjeg radnog dana u tom kalendarskom mjesecu; i
- (i) kada se u ovom Ugovoru spominje stranica ili zaslon informacijske usluge na kojoj se prikazuje neka stopa, to uključuje:
 - (i) svaku zamjensku stranicu za tu informacijsku uslugu na kojoj se prikazuje ta stopa; i
 - (ii) odgovarajuću stranicu druge informacijske usluge na kojoj se povremeno prikazuje ta stopa umjesto te informacijske usluge,

a, ako takva stranica ili usluga prestane biti dostupna, uključuje bilo koju drugu stranicu ili uslugu koja prikazuje tu stopu, onako kako to odredi Banka.

Definicije

U ovom Ugovoru:

„**investicijski projekt na koji se to odnosi**” ima značenje iz članka 4.3.A(5).

„**ugovoreni datum odgođene isplate**” ima značenje iz članka 1.5.A(2)(b).

„**razdoblje dodjele**” ima značenje iz članka 1.9.A.

„**zahtjev za dodjelu sredstava**” ima značenje iz članka 1.9.A.

„**Direktiva o kaznenopravnim sredstvima protiv pranja novca**” znači Direktiva (EU) 2018/1673 Europskog parlamenta i Vijeća od 23. listopada 2018. o borbi protiv pranja novca kaznenopravnim sredstvima kako je ta direktiva izmijenjena, dopunjena ili prepravljena.

„**Direktive protiv pranja novca**” znači Četrta i Peta direktiva o sprečavanju pranja novca i Direktiva o kaznenopravnim sredstvima protiv pranja novca.

„**Četrta i peta direktiva o sprečavanju pranja novca**” znači Direktiva 2015/849 Europskog parlamenta i Vijeća od 20. svibnja 2015. o sprečavanju korištenja financijskog sustava u svrhu pranja novca ili financiranja terorizma, onako kako je ta direktiva izmijenjena, dopunjena ili prepravljena Direktivom (EU) 2018/843 Europskog parlamenta i Vijeća od 30. svibnja 2018..

„**odobreni kredit**” ima značenje iz uvodne odredbe (d).

„**ovlaštenje**” znači ovlaštenje, dozvola, suglasnost, odobrenje, rješenje, licencija, izuzeće, podnesak, ovjera ili registracija.

„**ovlašteni potpisnik**” znači osoba koja je ovlaštena za potpisivanje, pojedinačno ili skupno (ovisno o slučaju) zahtjeva za isplatu u ime Zajmoprimca, a koja je navedena je na najnovijem popisu ovlaštenih potpisnika i računa koje Banka zaprimi prije primitka odgovarajućeg zahtjeva za isplatu.

„**Direktiva o pticama**” znači Direktiva 2009/147/EZ Europskog parlamenta i Vijeća o očuvanju divljih ptica od 30. studenoga 2009., onako kako je ta direktiva izmijenjena, dopunjena ili prepravljena.

„**radni dan**” znači dan (osim subote ili nedjelje) na koji su Banka i poslovne banke u Luksemburgu otvorene za redovno poslovanje.

„**poništena tranša**” ima značenje iz članka 1.6.C(2)(a).

„**dogadaž promjene zakona**” ima značenje iz članka 4.3.A(2).

„**Ustav Republike Hrvatske**” znači Ustav Republike Hrvatske objavljen u Narodnim novinama br. 85/10. - pročišćeni tekst i 5/14. - Odluka Ustavnog suda Republike Hrvatske, onako kako je taj dokument izmijenjen, dopunjen ili prepravljen.

„**Ugovor**” ima značenje iz uvodne odredbe (d).

„**broj Ugovora**” znači broj koji generira Banka za identifikaciju ovog Ugovora, koji je naveden na naslovnici ovog Ugovora iza slovnih oznaka „FI br.”.

„**kredit**” ima značenje iz članka 1.1..

„**dužnički instrument**” ima značenje iz članka 7.1.

„**naknada za odgodu**” znači naknada obračunata na iznos odgođene ili obustavljene isplate najavljenih tranša koja je viša od:

(a) 0,125% (12,5 baznih bodova) godišnje; i

(b) postotne stope, pri čemu:

(i) kamatna stopa koja bi bila primjenjiva na takvu tranšu da je isplaćena Zajmoprimcu na planirani datum isplate premašuje

- (ii) EURIBOR (jednomjesečna stopa) umanjen za 0,125% (12,5 baznih bodova), osim u slučaju da je ta vrijednost manja od nule, u kojem slučaju iznosi nula.

Takva naknada obračunava se od planiranog datuma isplate do datuma isplate ili, ovisno o slučaju, do datuma poništenja najavljene tranše u skladu s ovim Ugovorom.

„**račun za isplatu**” znači, u vezi sa svakom tranšom, bankovni račun na koji se mogu vršiti isplate na temelju ovog Ugovora koji je naveden u najnovijem popisu ovlaštenih potpisnika i računa.

„**datum isplate**” znači datum na koji Banka stvarno isplati tranšu.

„**obavijest o isplati**” znači obavijest Banke Zajmoprimcu prema i u skladu s člankom 1.2.C.

„**zahtjev za isplatu**” znači obavijest koja je u osnovi sastavljena na obrascu utvrđenom u Prilogu C.

„**spor**” ima značenje opisano u članku 11.2.

„**događaj narušavanja**” znači jednu ili obje sljedeće situacije:

- (a) bitno narušavanje onih platnih ili komunikacijskih sustava ili onih financijskih tržišta čije je djelovanje, u svakom slučaju, potrebno kako bi se mogla izvršiti plaćanja u vezi s ovim Ugovorom; ili
- (b) nastup bilo kojeg drugog događaja koji za posljedicu ima narušavanje (tehničke ili sistemske naravi) poslovanja riznice ili platnog prometa bilo Banke, bilo Zajmoprimca, zbog čega ta stranka ne može:
 - (i) ispuniti svoju obvezu plaćanja prema ovom Ugovoru; ili
 - (ii) komunicirati s drugom strankom,

a koje narušavanje (u svakom od slučajeva prethodno navedenih pod (a) ili (b)) nije izazvano te nije pod kontrolom one stranke čije je poslovanje narušeno.

„**PUO**” znači procjena utjecaja na okoliš u smislu Direktive o procjeni utjecaja na okoliš.

„**Direktiva o procjeni utjecaja na okoliš**” znači Direktiva 2014/52/EU Europskog parlamenta i Vijeća od 16. travnja 2014. o izmjeni Direktive 2011/92/EU o procjeni utjecaja određenih javnih i privatnih projekata na okoliš, onako kako je ta direktiva izmijenjena, dopunjena ili prepravljena.

„**ugovori o financiranju od strane EIB-a**” znači ovaj Ugovor i svaki drugi financijski ugovor između Banke i Zajmoprimca koji ima isti operativni broj kao i ovaj Ugovor.

„**sredstva EIB-a**” znači kredit koji je ovime stavljen na raspolaganje i sva druga sredstva koja je Banka stavila na raspolaganje za potrebe Projekta u okviru bilo kojeg EIB-ovog ugovora o financiranju.

„**okoliš**” znači sljedeće:

- (a) fauna i flora, živi organizmi, uključujući ekološke sustave;
- (b) zemljište, tlo, voda (uključujući morske i obalne vode), zrak, klima i krajolik (prirodne strukture ili strukture koje je stvorio čovjek bilo iznad, bilo ispod zemlje);
- (c) kulturna baština (prirodna, materijalna i nematerijalna);
- (d) izgrađeni okoliš; i
- (e) zdravlje i dobrobit ljudi.

„**odobrenje vezano za okoliš i socijalna pitanja**” znači svako odobrenje koje je potrebno u skladu s propisima vezano za zaštitu okoliša i socijalna pitanja.

„**zahtjev vezano zaštitu okoliša ili socijalna pitanja**” znači svaki zahtjev, postupak, službenu obavijest ili istragu od strane bilo koje osobe u vezi s bilo kojim propisom vezano za zaštitu okoliša i socijalna pitanja.

„**propisi o zaštiti okoliša i socijalnim pitanjima**” znači:

- (a) pravo EU-a, uključujući načela i standarde;

(b) zakoni i propisi Republike Hrvatske; i

(c) primjenjivi međunarodni ugovori,

koji za glavni cilj imaju očuvanje, zaštitu ili poboljšanje okoliša i/ili zaštitu ili poboljšanje socijalnih pitanja.

„**fondovi Europske unije**“ znači bilo koji ili svi fondovi Europske unije.

„**događaj vezano za fondove Europske unije**“ ima značenje iz članka 4.3A(5)(c).

„**pravo EU-a**“ znači pravna stečevina Europske unije izražena kroz ugovore Europske unije, uredbe, direktive, delegirane akte, provedbene akte, načela, odluke i sudsku praksu Suda Europske unije.

„**Komisija EU-a**“ znači Komisija Europske unije.

„**EUR**“ ili „**euro**“ znači zakonita valuta država članica Europske unije koje je usvajaju ili su je usvojile kao svoju valutu sukladno relevantnim odredbama Ugovora o Europskoj uniji i Ugovora o funkcioniranju Europske unije ili ugovorima koji ih zamjenjuju.

„**EURIBOR**“ ima značenje iz Priloga B,

„**sankcije Europske unije**“ imaju značenje navedeno u dijelu (b) pod definicijom sankcija.

„**događaj neispunjenja obveza**“ znači bilo koja okolnost, slučaj ili događaj naveden u članku članak 10.

„**politika izuzeća**“ znači politika izuzeća Europske investicijske banke onako kako je objavljena na internetskim stranicama Banke.

„**rok raspoloživosti sredstava**“ znači datum nakon proteka 60 (šezdeset) mjeseci od potpisa ovog Ugovora.

„**fiksna kamatna stopa**“ znači godišnja kamatna stopa koju određuje Banka u skladu s primjenjivim načelima koje s vremena na vrijeme utvrđuju upravljačka tijela Banke za zajmove koji se daju po fiksnoj kamatnoj stopi, denominirane u valuti tranše, koji imaju jednake uvjete otplate glavnice i kamata. Takva stopa ne smije imati negativnu vrijednost.

„**tranša s fiksnom kamatnom stopom**“ znači tranša na koju se primjenjuje fiksna kamatna stopa.

„**promjenjiva kamatna stopa**“ znači godišnja promjenjiva kamatna stopa s fiksnim kamatnom maržom, koju određuje Banka za svako iduće referentno razdoblje promjenjive kamatne stope, koja je jednaka EURIBOR-u uvećanom za kamatnu maržu. Ako je promjenjiva stopa za neko referentno razdoblje promjenjive kamatne stope obračunata ispod nule, bit će utvrđena na nulu.

„**referentno razdoblje promjenjive kamatne stope**“ znači svako razdoblje od jednog datuma plaćanja do sljedećeg relevantnog datuma plaćanja, s tim da prvo referentno razdoblje promjenjive kamatne stope započinje na datum isplate tranše.

„**tranša s promjenjivom kamatnom stopom**“ znači tranša na koju se primjenjuje promjenjiva kamatna stopa.

„**GDPR**“ znači Opća uredba o zaštiti podataka (EU) 2016/679 sa svim njenim izmjenama, dopunama ili prepravcima.

„**Direktiva o staništima**“ znači Direktiva Vijeća 92/43/EEZ od 21. svibnja 1992. o očuvanju prirodnih staništa i divlje faune i flore sa svim njenim izmjenama, dopunama ili prepravcima.

„**nezakonita radnja**“ znači bilo koja od sljedećih nezakonitih radnji ili radnji koje se provode u nezakonite svrhe prema primjenjivim zakonima vezano za bilo što od sljedećeg: (i) prijevartu, korupciju, prisilu, tajno dogovaranje ili ometanje, (ii) pranje novca, financiranje terorizma ili porezna kaznena djela kako je definirano u Direktivama o sprečavanju pranja novca i (iii) druge nezakonite aktivnosti protiv financijskih interesa Europske unije kako je svaka od njih definirana u Direktivi PIF.

„**nezakonit događaj**“ ima značenje iz članka 4.3.A(3).

„**događaj prijevremene otplate uz naknadu**” znači događaj prijevremene otplate koji ne predstavlja nezakonit događaj.

„**revizija/konverzija kamatne stope**” znači određivanje novih financijskih uvjeta u odnosu na kamatnu stopu, osobito u odnosu na istu osnovicu kamatne stope („**revizija**”) ili drukčiju osnovicu kamatne stope („**konverzija**”) koja se može ponuditi za preostalo razdoblje tranše ili do sljedećeg datuma revizije/konverzije kamatne stope, ako ga bude.

„**datum revizije/konverzije kamatne stope**” znači datum koji je i datum plaćanja, a koji je određuje Banka u svojoj obavijesti o isplati u skladu s člankom 1.2.C..

„**prijedlog revizije/konverzije kamatne stope**” znači prijedlog koji daje Banka u skladu s Prilogom D.

„**zahtjev za reviziju/konverziju kamatne stope**” znači pisana obavijest od strane Zajmoprimca, dostavljena najmanje 75 (sedamdeset i pet) dana prije datuma revizije/konverzije kamatne stope, kojom Zajmoprimac od Banke zahtijeva da mu dade prijedlog revizije/konverzije kamatne stope. U zahtjevu za reviziju/konverziju kamatne stope također treba navesti:

- (a) datume plaćanja odabrane u skladu s odredbama članka članak 3.;
- (b) iznos tranše na će se primjenjivati revizija/konverzija kamatne stope; i
- (c) bilo koji daljnji datum revizije/konverzije kamata odabran u skladu s člankom članak 3.

„**Zakon o sklapanju i izvršavanju međunarodnih ugovora**” znači Zakon o sklapanju i izvršavanju međunarodnih ugovora Republike Hrvatske objavljen u Narodnim novinama br. 28/96. od 20. travnja 1996., onako kako je taj zakon izmijenjen, dopunjen ili prepravljen.

„**pismo o dodjeli sredstava**” ima značenje opisano u članku 1.9.B(d).

„**popis ovlaštenih potpisnika i računa**” znači popis, u obliku i sadržaju prihvatljivom Banci, kojim se utvrđuju:

- (a) ovlašteni potpisnici, popraćen dokazom o ovlaštenju osoba ovlaštenih za potpisivanje navedenih na popisu, uz napomenu imaju li pojedinačnu ili skupnu ovlast za potpisivanje;
- (b) uzorci potpisa tih osoba;
- (c) bankovni račun/i na koji/e se mogu vršiti isplate u skladu s ovim Ugovorom (uz oznaku IBAN-a ako je država uključena u Registar IBAN-a koji objavljuje SWIFT ili u odgovarajućem formatu računa u skladu s lokalnom bankarskom praksom zemlje), BIC/SWIFT kod banke i naziv korisnika bankovnog/ih računa, zajedno s dokazima da su takvi računi otvoreni na ime tog korisnika; i
- (d) bankovni račun/i s kojeg/ih će Zajmoprimac vršiti plaćanja na temelju ovog Ugovora (uz oznaku IBAN-a ako je država uključena u registar IBAN-a koji objavljuje SWIFT ili u odgovarajućem formatu računa u skladu s lokalnom bankovnom praksom zemlje), BIC/SWIFT kod banke i naziv korisnika bankovnog/ih računa, zajedno s dokazima da su takvi računi otvoreni na ime tog korisnika.

„**zajam**” znači ukupni iznosi koje Banka s vremena na vrijeme isplaćuje na temelju ovog Ugovora.

„**preostali zajam**” znači ukupni iznosi koje Banka s vremena na vrijeme isplaćuje na temelju ovog Ugovora koji su ostali neisplaćeni.

„**događaj narušavanja tržišta**” znači bilo koju od sljedećih okolnosti:

- (a) ako, prema mišljenju Banke, postoje događaji ili okolnosti koji negativno utječu na pristup Banke njezinim izvorima financiranja;
- (b) ako, prema mišljenju Banke, nisu dostupna sredstva iz uobičajenih izvora financiranja Banke za primjereno financiranje tranše u relevantnoj valuti i/ili za relevantno dospjeće i/ili u vezi s načinom otplate te tranše; ili
- (c) ako bi, u odnosu na tranšu s promjenjivom kamatnom stopom:

- (i) trošak pribavljanja sredstava iz izvora financiranja Banke (tj. na tržištu novca), koji određuje Banka, za razdoblje jednako referentnom razdoblju promjenjive kamatne stope te tranše bio veći od EURIBOR-a; ili
- (ii) Banka utvrdila da ne postoje primjerena i fer sredstva za utvrđivanje EURIBOR-a.

„**značajna negativna promjena**” znači, u vezi sa Zajmoprimcem, bilo koji događaj ili promjena uvjeta koja utječe na Zajmoprimca i koja, prema mišljenju Banke:

- (a) značajno umanjuje sposobnost Zajmoprimca da izvršava svoje financijske ili bilo koje druge obveze iz ovog Ugovora;
- (b) značajno slabi izgled ili financijski položaj Zajmoprimca; ili
- (c) negativno utječe na bilo koje instrumente osiguranja koje je Zajmoprimac dostavio.

„**datum dospjeća**” znači posljednji datum otplate neke tranše određen u skladu s člankom članak 4A(b)(iv) ili jedini datum otplate neke tranše utvrđen u skladu s člankom 4.1.B.

„**najavljena tranša**” znači tranša za koju je Banka izdala obavijest o isplati.

„**račun za plaćanje**” znači bankovni račun s kojeg će Zajmoprimac vršiti plaćanja na temelju ovog Ugovora koji je naveden u najnovijem popisu ovlaštenih potpisnika i računa.

„**datum plaćanja**” znači godišnje, polugodišnje ili tromjesečne datume navedene u obavijesti o isplati do datuma revizije/konverzije kamatne stope, uključujući i taj datum, ako ga bude, ili datum dospjeća, s tim da, u slučaju da bilo koji takav datum nije relevantan radni dan, to znači da je datum plaćanja:

- (a) za tranšu s fiksnom kamatnom stopom, ili:
 - (i) sljedeći relevantan radni dan, bez usklađivanja dospjele kamate na temelju članka članak 3.;
 - (ii) prethodni relevantan radni dan, uz usklađivanje dospjele kamate (ali samo za iznos dospjele kamate na temelju članka članak 3. obračunat tijekom posljednjeg kamatnog razdoblja), u slučaju otplate glavnice u jednom obroku u skladu s Prilogom D točka C; a
- (b) za tranšu s promjenjivom kamatnom stopom, sljedeći relevantan radni dan u tom mjesecu ili, ako takav ne postoji, najbliži prethodni dan koji je relevantan radni dan, u svakom od tih slučajeva uz odgovarajuće usklađenje dospjele kamate na temelju članka članak 3..

„**Direktiva PIF**” znači Direktiva (EU) 2017/1371 Europskog parlamenta i Vijeća od 5. srpnja 2017. o suzbijanju prijevare počinjenih protiv financijskih interesa Unije kaznenopravnim sredstvima), onako kako je ta direktiva izmijenjena, dopunjena ili prepravljena.

„**iznos prijevremene otplate**” znači iznos tranše koju Zajmoprimac prijevremeno otplaćuje u skladu s člankom 4.2.A ili člankom 4.3.A, ovisno što je od toga primjenjivo.

„**datum prijevremene otplate**” znači datum koji zatraži Zajmoprimac, a s kojim se Banka suglasila ili koji je Banka naznačila (ovisno što je primjenjivo) na koji će Zajmoprimac izvršiti uplatu iznosa predujma.

„**događaj prijevremene otplate**” znači bilo koji od događaja opisanih u članku 4.3.A.

„**naknada za prijevremenu otplatu**” znači, u odnosu na bilo koji iznos glavnice koji se prijevremeno otplaćuje, iznos koji je Banka priopćila Zajmoprimcu kao sadašnju vrijednost razlike (obračunatu na datum prijevremene otplate), ako takva postoji, između:

- (a) kamate koja bi se od tog trenutka obračunala na iznos prijevremene otplate tijekom razdoblja od datuma prijevremene otplate do datuma revizije/konverzije kamatne stope, ako takva postoji, ili do datuma dospjeća, da nije došlo do prijevremene otplate;
- (b) kamate koja bi se obračunala tijekom tog razdoblja da se obračunava po stopi ponovnog angažmana EIB-a, umanjenoj za 0,19% (devetnaest baznih bodova).

Navedena sadašnja vrijednost izračunava se po diskontnoj stopi koja je jednaka stopi ponovnog angažmana EIB-a koja se primjenjuje na svaki relevantni datum plaćanja.

„**obavijest o prijevremenoj otplati**” znači pisana obavijest Banke Zajmoprimcu u skladu s člankom 4.2.C.

„**zahtjev za prijevremenu otplatu**” znači pisani zahtjev koji Zajmoprimac dostavlja Banci radi prijevremene otplate ukupnog ili dijela preostalog zajma, u skladu s člankom 4.2.A.

„**Ugovor o projektu**“ znači ugovor koji treba biti sklopljen između HŽI-a, HŽPP-a, Ministarstva mora, prometa i infrastrukture i Ministarstva financija, kojim će se odrediti zadaće i uloge HŽI-a, HŽPP-a, Ministarstva mora, prometa i infrastrukture i Ministarstva financija u skladu s Projektom i zajmom.

„**Projektno društvo**” znači HŽI za provođenje i upravljanje infrastrukturnim investicijskim projektima i HŽPP za provođenje i upravljanje investicijskim projektima vezano za željeznička vozila za prijevoz putnika ili bilo koje od njihovih sljednika ili drugih trgovačkih društava koje je Zajmoprimac odredio za provedbu bilo kojeg od investicijskih projekata u okviru ovog Projekta.

„**dogadaj smanjenja troškova Projekta**” ima značenje iz članka 4.3.A(1) .

„**javno nadmetanje**” znači postupak javnog nadmetanja (ili otvorenog nadmetanja na temelju Uredbe 1370/2007 EU) za nove ugovore o javnim uslugama (kako je definirano u nastavku) sa Zajmoprimcem kojeg zastupa Nositelj (ili njegov pravni sljednik u tu svrhu), a u vezi sa željezničkim javnim prijevozom.

„**ugovor o javnim uslugama**” znači ugovor o pružanju javnih usluga u vezi s Projektom koji je sklopljen ili će biti sklopljen između HŽPP-a ili bilo kojeg drugog pružatelja usluga prijevoza i Zajmoprimca, kojeg zastupa Nositelj (ili njegov pravni sljednik u tu svrhu), a vezano za usluge javnog željezničkog prijevoza putnika na temelju i u skladu s Uredbom 1370/2007 EU.

„**stopa ponovnog angažmana**” znači fiksna godišnja stopa koju određuje Banka, kao stopa koju bi Banka primijenila na dan obračunavanja naknade za zajam koji ima istu valutu, iste uvjete plaćanja kamata i isti profil otplate na datum revizije/konverzije kamatne stope, ako će ga biti, ili datum dospjeća, kao i tranša za koju se predlaže ili traži prijevremena otplata ili otkazivanje. Takva stopa ne smije imati negativnu vrijednost.

„**Uredba 1370/2007 EU**“ znači Uredba (EZ) br. 1370/2007 Europskog parlamenta i Vijeća od 23. listopada 2007. o uslugama javnog željezničkog i cestovnog prijevoza putnika i stavljanju izvan snage uredaba Vijeća (EEZ) br. 1191/69 i (EEZ) br. 1107/70, a što uključuje i izmjene, dopune i prepravke Uredbom (EU) 2016/2338 Europskog Parlamenta i Vijeća od 14. prosinca 2016. o izmjeni Uredbe (EZ) br. 1370/2007 u pogledu otvaranja tržišta za usluge domaćeg željezničkog prijevoza putnika.

„**relevantan radni dan**” znači dan kada je sustav provođenja plaćanja u realnom vremenu na bruto načelu, kojim upravlja Eurosustav (T2) ili bilo koji njegov sustav sljednik, otvoren za provođenje plaćanja u eurima.

„**relevantna osoba**” znači:

- (a) u odnosu na Zajmoprimca, sva ministarstva, druga tijela središnje izvršne vlasti, središnju banku ili druga tijela državne uprave i bilo kojeg od njihovih dužnosnika ili predstavnika, ili bilo koju drugu osobu koja djeluje u njegovo ime ili pod njegovim kontrolom, a koja je ovlaštena upravljati i/ili nadzirati kredit, zajam ili Projekt ili bilo koji investicijski projekt; ili
- (b) u odnosu na Projektno društvo, bilo koji član upravljačkih tijela društva ili bilo koji od njegovih zaposlenika ili bilo koja druga osoba koja djeluje za Projektno društvo, u njegovo ime ili pod njegovom kontrolom, a koja ima ovlast davati bitne upute i/ili vršiti bitnu kontrolu u odnosu na kredit, zajam ili bilo koji investicijski projekt.

„**datum otplate**” znači svaki od datuma plaćanja određenih za otplatu glavnice tranše u obavijesti o isplati, u skladu s člankom članak 4.

„**zatraženi datum odgode isplate**” ima značenje iz članka 1.5.A(1)(a)(ii).

„**sankcije**” znači zakoni, propisi, trgovinski embargo ili druge mjere ograničenja koje se odnose na gospodarske ili financijske sankcije (poglavito uključujući, ali ne ograničavajući se na, mjere u vezi s financiranjem terorizma), koje s vremena na vrijeme donosi, proglašava, provodi i/ili implementira bilo koje od niže navedenih tijela:

- (a) Ujedinjeni narodi, uključujući, *inter alia*, i Vijeće sigurnosti Ujedinjenih naroda;
- (b) Europska unija, uključujući, *inter alia*, i Vijeće Europske unije i Europsku komisiju te sva druga nadležna tijela/institucije ili agencije Europske unije;
- (c) vlada Sjedinjenih Američkih Država i bilo koji njen odjel, sektor, agencija ili ured, uključujući, *inter alia*, Ured za nadzor strane imovine (OFAC) Ministarstva financija Sjedinjenih Američkih Država, Ministarstvo vanjskih poslova Sjedinjenih Američkih Država i/ili Ministarstvo trgovine Sjedinjenih Američkih Država; i
- (d) vlada Ujedinjene Kraljevine i bilo koji njen odjel, sektor, agencija, ured ili tijelo, uključujući, *inter alia*, Ured za provedbu financijskih sankcija riznice Njegovog Veličanstva i Ministarstvo za međunarodnu trgovinu Ujedinjene Kraljevine.

„**planirani datum isplate**” znači datum na koji se planira isplata tranše u skladu s člankom 1.2.C.

„**investicijski projekt**” ima značenje iz uvodne izjave (a).

„**osiguranje**” znači bilo koja hipoteka, zalog, pravo zapljene, teret, prijenos, ugovor o hipoteci ili drugo založno pravo koje osigurava bilo koju obvezu neke osobe ili neki drugi sporazum ili aranžman koji ima sličan učinak.

„**socijalna pitanja**” znači bilo što ili sve od sljedećeg:

- (a) uvjeti posla i rada;
- (b) zdravlje i sigurnost na radu;
- (c) prava i interesi ranjivih skupina;
- (d) prava i interesi autohtonih naroda;
- (e) ravnopravnost spolova;
- (f) javno zdravstvo, sigurnost i zaštita;
- (g) izbjegavanje prisilnih deložacija i ublažavanje poteškoća koje proizlaze iz nenamjernog preseljenja; i
- (h) sudjelovanje dionika,

„**kamatna marža**” znači fiksna marža (s pozitivnom ili negativnom vrijednosti) u odnosu na EURIBOR koju utvrđuje Banka i o kojoj obavještava Zajmoprimca u relevantnoj obavijesti o isplati ili prijedlogu za reviziju/konverziju kamatne stope.

„**porez**” znači sve poreze, dadžbine, namete, pristojbe ili ostala davanja ili odbitke slične vrste (uključujući sve penale ili kamatu koju treba platiti zbog neplaćanja ili kašnjenja u plaćanju istih).

„**tehnički opis**” ima značenje iz uvodne odredbe (a).

„**tranša**” znači svaka isplata koja je izvršena ili koja treba biti izvršena na temelju ovog Ugovora. U slučaju da obavijest o isplati nije dostavljena, pod tranšom se podrazumijeva tranša u skladu s člankom 1.2.B.

ČLANAK 1.
Kredit i isplate

1.1 Iznos kredita

Ovim Ugovorom Banka utvrđuje u korist Zajmoprimca, a Zajmoprimac prihvaća, kredit u iznosu od 400.000.000 EUR (četiri stotine milijuna eura) u svrhu financiranja Projekta („kredit“).

1.2 Postupak isplate

1.2.A Tranše

Banka će isplatiti kredit u najviše 10 (deset) tranši. Iznos svake tranše bit će minimalno 40.000.000 EUR (četirideset milijuna eura) ili (ako je manji) bit će ukupni neiskorišteni iznos kredita.

Iznos prve tranše neće prelaziti 270.000.000 EUR (dvije stotine i sedamdeset milijuna eura).

1.2.B Zahtjev za isplatu

- (a) Zajmoprimac može Banci podnijeti zahtjev za isplatu tranše, a takav zahtjev za isplatu treba biti zaprimljen najkasnije 15 (petnaest) dana prije roka raspoloživosti sredstava. Zahtjev za isplatu mora biti u obliku utvrđenom u Prilogu C i u njemu mora biti navedeno sljedeće:
- (i) iznos i valuta tranše;
 - (ii) preferirani datum isplate za tranšu; a takav preferirani datum isplate mora biti relevantan radni dan koji pada najmanje 15 (petnaest) dana nakon datuma zahtjeva za isplatu, a svakako na ili prije roka raspoloživosti sredstava. Pri tome se podrazumijeva da, neovisno o roku raspoloživosti sredstava, Banka može odrediti datum isplate za tu tranšu na datum koji pada najkasnije u roku od 4 (četiri) mjeseca od datuma zahtjeva za isplatu;
 - (iii) radi li se o tranši s fiksnom stopom ili tranši s promjenjivom kamatnom stopom, pri čemu obje moraju biti u skladu s relevantnim odredbama članka članak 3.;
 - (iv) preferirana dinamika otplate kamata za tranšu, odabrana u skladu s člankom članak 3.;
 - (v) preferirani uvjeti otplate glavnice za tranšu, odabrani u skladu s člankom članak 4.;
 - (vi) preferirani prvi i posljednji datum otplate glavnice za tranšu;
 - (vii) Zajmoprimčev izbor datuma revizije/konverzije kamatne stope, ako takav postoji, za tu tranšu; i
 - (viii) račun za isplatu na koji treba izvršiti isplatu tranše u skladu s člankom 1.2.D.
- (b) Ako je Banka, nakon zahtjeva Zajmoprimca, a prije podnošenja zahtjeva za isplatu, Zajmoprimcu dala neobvezujuću ponudu fiksne kamatne stope ili kamatne marže koja će se primjenjivati na tranšu, Zajmoprimac također može, po vlastitom nahođenju, navesti takvu ponudu u zahtjevu za isplatu, odnosno:
- (i) u slučaju tranše s fiksnom kamatnom stopom, gore navedenu fiksnu kamatnu stopu koju je Banka prethodno ponudila; ili
 - (ii) u slučaju tranše s promjenjivom kamatnom stopom, gore navedenu kamatnu maržu koju je Banka prethodno ponudila,
- primjenjive na tranšu do datuma dospijeca ili do datuma revizije/konverzije kamatne stope, ako ga bude.

- (c) Svaki pojedinačni zahtjev za isplatu potpisuje ovlaštenu potpisnik.
- (d) Banka se može oslanjati na informacije navedene u najnovijem popisu ovlaštenih potpisnika i računa koje je Zajmoprimac dostavio Banci.
- (e) Ako zahtjev za isplatu potpiše osoba utvrđena kao ovlaštenu potpisnik na temelju najnovijeg popisa ovlaštenih potpisnika i računa koje je Zajmoprimac dostavio Banci, Banka može pretpostaviti da je ta osoba ovlaštena potpisati i dostaviti takav zahtjev za isplatu u ime i za račun Zajmoprimca.
- (f) U skladu s člankom 1.2.C(b), svaki zahtjev za isplatu je neopoziv.

1.2.C Obavijest o isplati

- (a) Najmanje 10 (deset) dana prije predloženog planiranog datuma isplate tranše, Banka je dužna, ako je zahtjev za isplatu u skladu s člankom 1.2., dostaviti Zajmoprimcu obavijest o isplati u kojoj se navodi:
 - (i) valuta i iznos tranše;
 - (ii) planirani datum isplate;
 - (iii) osnovica kamatne stope za tranšu, koja je:
 - (1) tranša s fiksnom kamatnom stopom; ili
 - (2) tranša s promjenjivom kamatnom stopom,a sve u skladu s odgovarajućim odredbama članka članak 3.;
 - (iv) datumi plaćanja i prvi datum plaćanja kamate za tranšu;
 - (v) uvjeti otplate glavnice za tranšu, u skladu s odredbama članka članak 4.;
 - (vi) datumi otplate i prvi i posljednji datum otplate za tranšu;
 - (vii) datum revizije/konverzije kamatne stope za tranšu, ako to zahtijeva Zajmoprimac; i
 - (viii) za tranšu s fiksnom kamatnom stopom, fiksnu kamatnu stopu, a za tranšu s promjenjivom kamatnom stopom, kamatnu maržu koja se primjenjuje na tranšu do datuma revizije/konverzije kamatne stope, ako takav datum postoji, ili do datuma dospijeca.
- (b) Ako jedan ili više uvjeta navedenih u obavijesti o isplati koju je Zajmoprimac zaprimio nije u skladu s relevantnim uvjetom u zahtjevu za isplatu, ako takav postoji, Zajmoprimac može povući svoj zahtjev za isplatu, dajući o tome pisanu obavijest Banci, koju Banka mora zaprimiti najkasnije do 12:00 sati po luksemburškom vremenu sljedećeg radnog dana na koji je Banka otvorena za redovno poslovanje, nakon čega takav zahtjev za isplatu i obavijest o isplati prestaju biti važeći. Ako Zajmoprimac ne povuče svoj zahtjev za isplatu u pisanom obliku i unutar gore navedenog roka, smatrat će se da je Zajmoprimac prihvatio sve uvjete navedene u toj obavijesti o isplati.
- (c) Ako Zajmoprimac u svom zahtjevu za isplatu ne navede fiksnu kamatnu stopu ili kamatnu maržu iz članka 1.2.B(b), smatrat će se da je Zajmoprimac pristao na fiksnu kamatnu stopu ili kamatnu maržu onako kako je ona naknadno navedena u obavijesti o isplati.

1.2.D Račun za isplatu

Isplata će se izvršiti na račun za isplatu naveden u relevantnom zahtjevu za isplatu, uz uvjet da je takav račun za isplatu prihvatljiv Banci.

Bez obzira na članak 5.2(e), Zajmoprimac potvrđuje da plaćanja izvršena na račun za isplate o kojemu je Zajmoprimac obavijestio Banku predstavljaju isplate u skladu s ovim Ugovorom kao da su izvršene na Zajmoprimčev vlastiti bankovni račun.

Za svaku tranšu može se navesti samo jedan račun za isplatu.

1.3 Valuta isplate

Svaka tranša isplaćuje se u EUR.

1.4 Uvjeti isplate

1.4.A Preduvjet za prvi zahtjev za isplatu

Prije nego što Zajmoprimac dostavi Banci zahtjev za isplatu, Banka će od Zajmoprimca zaprimiti, u obliku i sadržaju odgovarajućem za Banku, sljedeće:

- (a) dokaz da su za potpisivanje ovog Ugovora od strane Zajmoprimca dobivena propisna ovlaštenja i da je osoba/su osobe koja potpisuje/koje potpisuju ovaj Ugovor u ime Zajmoprimca za to propisno ovlaštena/ovlaštene, uz priložene uzorke potpisa za svaku takvu osobu ili osobe; i
- (b) najmanje 2 (dva) izvornika ovog Ugovora koje su propisno potpisale sve stranke; i
- (c) popis ovlaštenih potpisnika i računa.

Bilo koji zahtjev za isplatu koji Zajmoprimac dostavi Banci bez gore navedenih dokumenata, koji je Banka zaprimila i koji smatra zadovoljavajućim, neće se smatrati podnesenim.

1.4.B Prva tranša

Uvjet za isplatu prve tranše u skladu s člankom 1.2. jest da Banka, na datum ili prije datuma koji pada 5 (pet) radnih dana prije planiranog datuma isplate (a u slučaju odgode u skladu s člankom 1.5., prije zatraženog datuma odgode isplate, odnosno ugovorenog datuma odgode isplate, ovisno o slučaju), zaprimi sljedeće dokumente ili dokaze za predloženu tranšu koji su za nju oblikom i sadržajem zadovoljavajući:

- (a) dokaz da je Zajmoprimac dobio sva ovlaštenja potrebna za ovaj Projekt;
- (b) pravno mišljenje, na engleskom jeziku, izdano od strane ministra pravosuđa Republike Hrvatske, o tome da je ovaj Ugovor valjano potpisan od strane Zajmoprimca te da je valjan i obvezujući u skladu sa pravom Republike Hrvatske, u bitnome u obliku navedenom u Dodatku I; i
- (c) dokaz da je Ugovor o projektu uredno potpisan i na snazi.

1.4.C Druga tranša i tranše koje slijede nakon nje

Uvjet za isplatu druge tranše i tranši koje slijede nakon nje u skladu s člankom 1.2. jest da Banka, na datum ili prije datuma koji pada 5 (pet) radnih dana prije planiranog datuma isplate (a u slučaju odgode u skladu s člankom 1.5., prije zatraženog datuma odgode isplate, odnosno ugovorenog datuma odgode isplate, ovisno o slučaju), zaprimi sljedeće dokumente ili dokaze za predloženu tranšu, u pisanom obliku, koji su za nju oblikom i sadržajem zadovoljavajući:

- (a) da je najmanje 80% (osamdeset posto) zajma dodijeljeno investicijskom projektu/investicijskim projektima u skladu s pismom/pismima o dodjeli sredstava; i
- (b) da je najmanje 50% (pedeset posto) zajma isplaćeno za izdatke nastale u vezi s investicijskim projektom/investicijskim projektima u skladu s pismom/pismima o dodjeli sredstava.

1.4.D Sve tranše

Isplata svake tranše u skladu s člankom 1.2., uključujući prvu tranšu, podliježe sljedećim uvjetima:

- (a) da Banka za predloženu tranšu zaprimi, na datum ili prije datuma koji pada 5 (pet) radnih dana prije planiranog datuma isplate (a u slučaju odgode u skladu s člankom 1.5., prije zatraženog datuma odgode isplate ili ugovorenog datuma odgode isplate, ovisno o slučaju), sljedeće dokumente ili dokaze koji su za nju oblikom i sadržajem zadovoljavajući:

- (i) dokaz da je Zajmoprimac pribavio sva potrebna ovlaštenja u vezi s uzimanjem kredita u skladu s uvjetima ovog Ugovora, uključujući uvjete iz relevantne obavijesti o isplati;
 - (ii) potvrdu Zajmoprimca na obrascu iz Priloga E.1, koju su potpisali predstavnici Zajmoprimca ovlašteni u skladu s općim pravilima za zastupanje koja se primjenjuju na Zajmoprimca, a koja ne nosi datum stariji od 30 (trideset) dana prije planiranog datuma isplate (a u slučaju odgode iz članka 1.5., prije zatraženog datuma odgode isplate ili ugovorenog datuma odgode isplate, ovisno o slučaju);
 - (iii) primjerak bilo kojeg drugog ovlaštenja ili dokumenta, mišljenja ili uvjerenja o kojemu je Banka obavijestila Zajmoprimca da je potreban ili poželjan u vezi sa sklapanjem i izvršenjem ovog Ugovora te transakcija koje se u njemu razmatraju, ili vezano za zakonitost, valjanost, obvezujući učinak ili provedivost ovog Ugovora; i
 - (iv) u odnosu na bilo koji investicijski projekt koji se treba financirati zatraženom tranšom, a za koji je izgledno da će trošak sveukupno iznositi ili će prelaziti iznos 50.000.000 EUR (pedeset milijuna eura), bilo koju dokumentaciju koju je Banka pojedinačno naznačila Zajmoprimcu, a koju Banka može smatrati potrebnom kako bi neovisno procijenila bilo koji takav investicijski projekt te pribavila odobrenje upravljačkih tijela Banke; i
 - (v) u odnosu na bilo koju tranšu koja se koristi za financiranje investicijskih projekata vezano za željeznička vozila ili održavanje objekata koji se smatraju potrebnim za pružanje usluga putničkog prijevoza od strane HŽPP-a, primjerak važećeg ugovora o javnim uslugama ili ekvivalenta takvog ugovora te bilo koje druge dokaze koji mogu biti potrebni o tome da nema otvorenih pitanja vezano za pitanja državnih potpora u vezi s takvim investicijskim projektima;
- (b) na planirani datum isplate (a u slučaju odgode u skladu s člankom 1.5., zatraženi datum odgode isplate ili ugovoreni datum odgode isplate, ovisno o slučaju) za predloženu tranšu:
- (i) da su izjave i jamstva koja se ponavljaju u skladu s člankom 6.10. točna u svim bitnim aspektima; i
 - (ii) da nisu nastupili nijedan događaj niti okolnost koji predstavljaju, ili bi s vremenom ili davanjem obavijesti ili donošenjem bilo kojeg određivanja prema ovom Ugovoru (ili bilo koje kombinacije navedenoga), predstavljali:
 - (1) događaj neispunjenja obveza; ili
 - (2) događaj prijevremene otplate.

Također, da se takav događaj ili okolnost ne nastavlja neispravljeno ili neotklonjeno te da takav događaj ili okolnost neće proizaći iz isplate predložene tranše.

1.5 Odgoda isplate

1.5.A Razlozi za odgodu

1.5.A(1) ZAHTJEV ZAJMOPRIMCA

- (a) Zajmoprimac može Banci poslati pisani zahtjev kojim zahtijeva odgodu isplate najavljene tranše. Banka pisani zahtjev mora primiti najmanje 5 (pet) radnih dana prije planiranog datuma isplate najavljene tranše i u njemu je potrebno navesti:
 - (i) želi li Zajmoprimac u cijelosti ili djelomično odgoditi isplatu i, ako djelomično, iznos odgođene isplate; i
 - (ii) datum do kojeg bi Zajmoprimac želio odgoditi isplatu prethodno navedenog iznosa („**zatraženi datum odgođene isplate**”), koji mora biti datum koji pada najkasnije:
 - (1) 6 (šest) mjeseci od planiranog datuma isplate;

- (2) 30 (trideset) dana prije prvog datuma otplate; i
 - (3) na rok raspoloživosti sredstava.
- (b) Po primitku takvog pisanog zahtjeva, Banka će odgoditi isplatu relevantnog iznosa do zatraženog datuma odgođene isplate.

1.5.A(2) NEISPUNJENJE UVJETA ZA ISPLATU

- (a) Isplata najavljene tranše odgađa se ako nije ispunjen bilo koji od uvjeta za isplatu takve najavljene tranše iz članka 1.4. na oba od sljedećih datuma:
- (i) na datum određen za ispunjenje takvog uvjeta iz članka 1.4.; i
 - (ii) na planirani datum isplate (ili očekivani datum isplate u slučaju prethodne odgode planiranog datuma isplate).
- (b) Banka i Zajmoprimac dogovaraju datum do kojeg će isplata takve najavljene tranše biti odgođena („**dogovoreni datum odgođene isplate**”), koji mora biti datum koji pada:
- (i) najmanje 5 (pet) radnih dana nakon ispunjenja svih uvjeta za isplatu; i
 - (ii) ne kasnije od roka raspoloživosti sredstava.
- (c) Ne dovodeći u pitanje pravo Banke da obustavi i/ili otkáže neisplaćeni dio kredita u cijelosti ili djelomično u skladu s člankom 1.6.B, Banka će odgoditi isplatu takve najavljene tranše do dogovorenog datuma odgođene isplate.

1.5.A(3) NAKNADA ZA ODGODU

Ako se isplata najavljene tranše odgađa u skladu s gore navedenim člancima 1.5.A(1) ili 1.5.A(2), Zajmoprimac je dužan platiti naknadu za odgodu.

1.5.B Otkazivanje isplate odgođene za 6 (šest) mjeseci

Ako je isplata odgođena ukupno za više od 6 (šest) mjeseci u skladu s člankom 1.5.A, Banka može, pisanim putem, obavijestiti Zajmoprimca da se takva isplata otkazuje, a otkazivanje ima učinak na datum davanja takve pisane obavijesti. Iznos isplate koji Banka otkazuje u skladu s ovim člankom 1.5.B ostaje na raspolaganju za isplatu u skladu s člankom 1.2.

1.6 Otkazivanje i obustava

1.6.A Pravo Zajmoprimca na otkazivanje

- (a) Zajmoprimac može Banci poslati pisanu obavijest kojom traži otkazivanje neisplaćenog kredita ili jednog njegovog dijela.
- (b) U svojoj pisanoj obavijesti, Zajmoprimac:
- (i) mora navesti hoće li kredit biti otkazan u cijelosti ili djelomično te, ako djelomično, naznačiti iznos kredita koji treba otkazati; i
 - (ii) ne smije zatražiti otkazivanje:
 - (1) najavljene tranše čiji planirani datum isplate pada unutar 5 (pet) radnih dana od datuma te pisane obavijesti; ili
 - (2) tranše u vezi s kojom je dostavljen zahtjev za isplatu, ali Banka nije izdala obavijest o isplati.
- (c) Po primitku takve pisane obavijesti, Banka će s trenutačnim učinkom otkazati iznos neisplaćenog kredita za koji se traži otkazivanje.

1.6.B Pravo Banke na obustavu i otkazivanje

- (a) U bilo kojem trenutku nakon nastupa sljedećih događaja, Banka pisanim putem može obavijestiti Zajmoprimca da se neisplaćeni dio kredita obustavlja i/ili (osim u slučaju nastanka događaja narušavanja tržišta) otkazuje, u cijelosti ili djelomično:

- (i) događaj prijevremene otplate;
 - (ii) događaj neispunjenja obveza;
 - (iii) događaj ili okolnost koja bi s vremenom ili davanjem obavijesti ili donošenjem bilo kojeg određivanja na temelju ovog Ugovora (ili bilo koje kombinacije navedenog) predstavljali događaj prijevremene otplate ili događaj neispunjenja obveza; ili
 - (iv) događaj narušavanja tržišta, pod uvjetom da Banka nije izdala obavijest o isplati.
- (b) Na datum takve pisane obavijesti Banke, relevantni dio kredita obustavit će se i/ili otkazati s trenutačnim učinkom. Svaka takva obustava traje sve dok Banka ne okonča obustavu ili ne otkáže obustavljeni iznos.

1.6.C Naknada za obustavu i otkazivanje tranše

1.6.C(1) OBUSTAVA

Ako Banka obustavi najavljenju tranšu, bilo nakon nastanka događaja prijevremene otplate uz naknadu ili događaja neispunjenja obveza ili nekog događaja ili okolnosti koji bi (s vremenom ili davanjem obavijesti ili donošenjem bilo kojeg određivanja na temelju ovog Ugovora ili bilo koje kombinacije navedenoga) predstavljali događaj prijevremene otplate uz naknadu ili događaj neispunjenja obveza, Zajmoprimac je dužan platiti Banci naknadu za odgodu obračunatu na iznos takve najavljenju tranše.

1.6.C(2) OTKAZIVANJE

- (a) Ako najavljenju tranšu koja se otkazuje („**otkazana tranša**”), a koja je tranša s fiksnom kamatnom stopom, otkazuje:

- (i) Zajmoprimac, u skladu s člankom 1.6.A; ili
- (ii) Banka, nakon događaja prijevremene otplate uz naknadu ili događaja ili okolnosti koji bi (s vremenom ili davanjem obavijesti ili donošenjem bilo kojeg određivanja na temelju ovog Ugovora ili bilo koje kombinacije navedenoga) predstavljali događaj prijevremene otplate uz naknadu ili na temelju članka 1.5.B,

Zajmoprimac je dužan Banci platiti naknadu za takvu otkazanu tranšu.

- (b) Takva naknada će biti:
- (i) obračunata uz pretpostavku da je otkazana tranša bila isplaćena ili otplaćena na planirani datum isplate ili, ako je isplata tranše trenutačno odgođena ili obustavljena, na datum obavijesti o otkazivanju; i
 - (ii) u iznosu koji je Banka priopćila Zajmoprimcu kao sadašnju vrijednost (obračunatu na datum otkazivanja) razlike, ako takva postoji, između:
 - (1) kamate koja bi se od tog trenutka obračunala za otkazanu tranšu tijekom razdoblja od datuma otkazivanja na temelju ovog članka 1.6.C(2)., do datuma revizije/konverzije kamatne stope, ako takav postoji, ili datuma dospjeća, da nije došlo do otkazivanja; i
 - (2) kamate koje bi se tako obračunala tijekom tog razdoblja da se obračunava po stopi ponovnog angažmana EIB-a, umanjeno za 0,19% (devetnaest baznih bodova).

Navedena sadašnja vrijednost obračunava se po diskontnoj stopi koja je jednaka stopi ponovnog angažmana EIB-a koja se primjenjuje na svaki relevantni datum plaćanja te tranše.

- (c) Ako Banka otkáže bilo koju najavljenju tranšu nakon nastanka događaja neispunjenja obveza, Zajmoprimac će isplatiti naknadu Banci u skladu s člankom 10.3.

1.7 **Otkazivanje nakon isteka kredita**

Na dan nakon isteka roka raspoloživosti sredstava te ako Banka nije drukčije obavijestila Zajmoprimca u pisanom obliku, bilo koji dio kredita za koji nije podnesen zahtjev za isplatu u skladu s člankom 1.2.B automatski se otkazuje, bez bilo koje daljnje obavijesti Banke Zajmoprimcu i bez nastanka obveze za bilo koju od stranaka.

1.8 **Dospjeli iznosi na temelju članaka 1.5 i 1.6**

Dospjeli iznosi u skladu s člancima 1.5. i 1.6. plativi su:

- (a) u EUR; i
- (b) u roku od 15 (petnaest) dana od primitka zahtjeva Banke od strane Zajmoprimca ili u bilo kojem duljem roku navedenom u zahtjevu Banke.

1.9 **Dodjela i preraspodjela kredita ili zajma**

1.9.A **Postupak dodjele sredstava**

Između datuma ovog Ugovora i datuma koji pada 3 (tri) mjeseca prije roka raspoloživosti sredstava („**razdoblje dodjele**”) Zajmoprimac (koji djeluje putem Nositelja) može Banci podnijeti zahtjev za dodjelu sredstava (dalje u tekstu: „**zahtjev za dodjelu sredstava**”). Kako bi udovoljio uvjetima za financiranje u skladu s ovim Ugovorom, svaki investicijski projekt mora ispunjavati kriterije prihvatljivosti Banke i biti u skladu s tehničkim opisom (Prilog A).

1.9.B **Zahtjev za dodjelu sredstava**

- (a) Zajmoprimac (koji djeluje putem Nositelja) može Banci podnijeti jedan ili više zahtjeva za dodjelu sredstava na temelju ovog Ugovora.
- (b) Raspoloživost sredstava EIB-a u odnosu na bilo koji investicijski projekt uspostavlja se uzastopnim dodjelama sredstava EIB-a prihvatljivim investicijskim projektima koje vrši Banka u skladu s postupkom opisanim u ovom članku 1.9. i u odjeljcima od A.1.1. do A.1.4. Priloga A.1.
- (c) Svaki zahtjev za dodjelu sredstava za investicijski projekt koji će se sufinancirati iz fondova Europske unije mora se dostaviti zajedno s dokazima o dostupnosti fondova Europske unije za sufinanciranje takvog investicijskog projekta.
- (d) Banka će ima potpuno diskrecijsko pravo odlučiti hoće li odobriti ili odbiti zahtjev za dodjelu sredstava koji je podnio Zajmoprimac (koji djeluje putem Nositelja) nakon što izvrši pregled takvog investicijskog projekta onako kako to Banka smatra potrebnim. Banka će, u slučaju odobrenja zahtjeva za dodjelu sredstava, izdati pismo/a o dodjeli sredstava („**pismo o dodjeli sredstava**”), u kojem će obavijestiti Zajmoprimca (putem Nositelja) o svom odobrenju prijavljenog investicijskog projekta/prijavljenih investicijskih projekata, uz navođenje iznosa sredstava EIB-a dodijeljenih svakom takvom investicijskom projektu.

1.9.C **Preraspodjela dodijeljenih sredstava**

1.9.C(1) PRERASPODJELA DODIJELJENIH SREDSTAVA NA ZAHTJEV ZAJMOPRIMCA (PUTEM NOSITELJA)

Do datuma koji pada 3 (tri) mjeseca prije roka raspoloživosti sredstava, Zajmoprimac (koji djeluje putem Nositelja) može, uz pridržavanje postupka opisanog člancima 1.9.A i 1.9.B, zatražiti od Banke preraspodjelu bilo kojeg dijela već dodijeljenih sredstava EIB-a. Zahtjev Nositelja trebao bi sadržavati razloge zbog kojih se traži takva preraspodjela sredstava.

1.9.C(2) PRERASPODJELA DODIJELJENIH SREDSTAVA NA ZAHTJEV BANKE

Zajmoprimac će predložiti preraspodjelu bilo kojeg dijela sredstava EIB-a dodijeljenih u skladu s člankom 1.9.B ako bilo koji investicijski projekt, koji u skladu s pismom o dodjeli sredstava Banke, prema mišljenju Banke nije prihvatljiv ili postane neprihvatljiv za financiranje od strane Banke u skladu sa Statutom, politikama ili smjericama Banke ili na temelju članka 309. Ugovora o funkcioniranju Europske unije. Banka će svoje mišljenje o

tome Nositelju dostaviti u pisanom obliku.

1.9.C(3) POSTUPCI PRERASPODJELE SREDSTAVA

Banka će provesti svaki takav pregled ili procjenu na temelju informacija ili dokumenata koje opravdano može zatražiti od Zajmoprimca ili Nositelja u vezi s financiranjem, nabavom, provedbom, poslovanjem i ekološkim ili socijalnim učinkom investicijskog projekta predloženog za preraspodjelu sredstava.

U slučaju odobrenja, Banka će izdati pismo o dodjeli sredstava.

ČLANAK 2.

Zajam

2.1 Iznos zajma

Zajam obuhvaća ukupni iznos tranši koje Banka isplati u sklopu kredita, potvrđen od strane Banke u skladu s člankom 2.3.

2.2 Valuta plaćanja

Zajmoprimac plaća kamate, glavnice i ostale naknade plative u vezi sa svakom tranšom u valuti u kojoj je ta tranša isplaćena.

Sva druga plaćanja, ako ih bude, izvršavaju se u valuti koju odredi Banka s obzirom na valutu izdatka koji će se nadoknaditi navedenim plaćanjem.

2.3 Potvrda Banke

Najkasnije u roku od 10 (deset) kalendarskih dana nakon planiranog datuma isplate za konkretnu tranšu, Banka će Zajmoprimcu, po potrebi, dostaviti plan otplate zajma iz članka 4., koji sadrži datum isplate, valutu, isplaćeni iznos, rokove otplate i kamatnu stopu za svaku tranšu.

ČLANAK 3.

Kamata

3.1 Kamatna stopa

3.1.A Tranše s fiksnom kamatnom stopom

Zajmoprimac je dužan platiti kamatu na nepodmireni iznos svake tranše s fiksnom kamatnom stopom po fiksnoj kamatnoj stopi tromjesečno, polugodišnje ili godišnje unazad, na relevantne datume plaćanja, kako je utvrđeno u obavijesti o isplati, počevši s prvim takvim datumom plaćanja nakon datuma isplate tranše. Ako je razdoblje od datuma isplate do prvog datuma plaćanja 15 (petnaest) dana ili manje, tada se plaćanje obračunava kamate tijekom takvog razdoblja odgađa do sljedećeg datuma plaćanja.

Kamata se obračunava na temelju članka 5.1(a).

3.1.B Tranše s promjenjivom kamatnom stopom

Zajmoprimac je dužan platiti kamatu na nepodmireni iznos svake tranše s promjenjivom kamatnom stopom po promjenjivom kamatnoj stopi tromjesečno, polugodišnje ili godišnje unazad, na relevantne datume plaćanja kako je utvrđeno u obavijesti o isplati, počevši s prvim takvim datumom plaćanja nakon datuma isplate tranše. Ako je razdoblje od datuma isplate do prvog datuma plaćanja 15 (petnaest) dana ili manje, tada se plaćanje obračunava kamate tijekom takvog razdoblja odgađa do sljedećeg datuma plaćanja.

Banka će Zajmoprimca obavijestiti o promjenjivoj kamatnoj stopi u roku od 10 (deset) dana nakon početka svakog referentnog razdoblja promjenjive kamatne stope.

Ako, u skladu s člancima 1.5. i 1.6., isplata bilo koje tranše s promjenjivom kamatnom stopom uslijedi nakon planiranog datuma isplate, primjenjuje se EURIBOR primjenjiv na prvo referentno razdoblje promjenjive kamatne stope u skladu s Prilogom B vezano za referentno razdoblje promjenjive kamatne stope koje počinje na datum isplate, a ne na planirani datum isplate.

Kamata se obračunava za svako referentno razdoblje promjenjive kamatne stope na temelju članka 5.1(b).

3.1.C Revizija ili konverzija tranši

Kada Zajmoprimac iskoristi mogućnost revidiranja ili konverzije osnovice kamatne stope tranše, dužan je, od efektivnog datuma revizije/konverzije kamatne stope (u skladu s postupkom utvrđenim u Prilogu D), platiti kamatu po stopi određenoj u skladu s odredbama Priloga D.

3.2 Kamate na dospelje iznose

Ne dovodeći u pitanje 0. i iznimno od članka članak 3., ako Zajmoprimac ne plati bilo koji iznos koji treba platiti na temelju ovog Ugovora na datum dospjeća, kamata se obračunava na sve nepodmirene iznose koji se moraju platiti u skladu s uvjetima ovog Ugovora od datuma dospjeća do datuma stvarnog plaćanja po godišnjoj stopi koja je jednaka:

- (a) za nepodmirena dugovanja koja se odnose na tranše s promjenjivom kamatnom stopom, važećoj promjenjivoj kamatnoj stopi uvećanoj za 2% (200 baznih bodova);
- (b) za nepodmirena dugovanja koja se odnose na tranše s fiksnom kamatnom stopom, onoga što je od sljedeće dvije stvari više:
 - (i) važećoj fiksnoj kamatnoj stopi, uvećanoj za 2% (200 baznih bodova); ili
 - (ii) EURIBOR-u (jednomjesečnom), uvećanom za 2% (200 baznih bodova); i
- (c) za nepodmirena dugovanja, osim onih navedenih u gore navedenim točkama (a) ili (b), EURIBOR-u (jednomjesečnom), uvećanom za 2% (200 baznih bodova),

a koja se plaća u skladu sa zahtjevom Banke. U svrhu utvrđivanja EURIBOR-a u vezi s ovim člankom 3.2. točka (b) i (c), relevantna razdoblja u okviru značenja Priloga B jesu uzastopna razdoblja u trajanju od 1 (jednog) mjeseca, počevši s datumom dospjeća.

Neplaćena, ali dospjela kamata može biti kapitalizirana u skladu s člankom 1154. luksemburškog Građanskog zakonika. Radi otklanjanja dvojbe, do kapitalizacije kamate dolazi samo za kamatu koja je dospjela, ali nije plaćena za razdoblje duže od jedne godine. Zajmoprimac ovim unaprijed dogovara da je izvršio ukamaćivanje neplaćene kamate dospelje za razdoblje duže od jedne godine i da će od kapitalizacije takva neplaćena kamata stvarati kamatu po kamatnoj stopi utvrđenoj u ovom članku 3.2.

3.3 Događaj narušavanja tržišta

- (a) Ako u bilo kojem trenutku:
 - (i) između datuma na koji Banka izda obavijest o isplati u vezi s nekom tranšom; i
 - (ii) datuma koji pada 30 (trideset) kalendarskih prije planiranog datuma isplate za tranše koje se isplaćuju u eurima; nastupi događaj narušavanja tržišta, Banka može obavijestiti Zajmoprimca da aktivira ovaj članak 3.3.
- (b) Kamatna stopa koja se primjenjuje na takvu najavljenju tranšu do datuma dospjeća ili do datuma revizije/konverzije kamatne stope, ako postoji, bit će kamatna stopa (izražena kao godišnja postotna stopa) za koju Banka odredi da je ukupan trošak Banke za financiranje relevantne tranše, a koja se temelji na tada primjenjivoj interno određenoj referentnoj stopi banke ili alternativnoj metodi određivanja stope koju razumno odredi Banka.
- (c) Zajmoprimac ima pravo pisanim putem odbiti takvu isplatu u roku navedenom u obavijesti te snositi naknade nastale kao rezultat toga, ako postoje, u kojem slučaju Banka neće izvršiti isplatu, a odgovarajući dio kredita ostaje na raspolaganju za isplatu u skladu s člankom 1.2.

- (d) Ako Zajmoprimac ne odbije isplatu na vrijeme, stranke su suglasne da će isplata u eurima i njezini uvjeti biti u potpunosti obvezujući za obje stranke.
- (e) Kamatna marža ili fiksna kamatna stopa o kojoj je Banka prethodno dala obavijest u obavijesti o isplati više nije primjenjiva.

ČLANAK 4.

Otplata

4.1 Redovna otpлата

4.1.A Otplata u obrocima

- (a) Zajmoprimac je dužan otplatiti svaku tranšu u obrocima na datume otplate utvrđene u relevantnoj obavijesti o isplati, u skladu s uvjetima plana otplate zajma koji se dostavlja na temelju članka 2.3.
- (b) Svaki plan otplate sastavlja se na temelju sljedećih pretpostavki:
 - (i) da se, u slučaju tranše s fiksnom kamatnom stopom bez datuma revizije/konverzije kamatne stope, otplata vrši u jednakim tromjesečnim, polugodišnjim ili godišnjim obrocima glavnice ili konstantnim obrocima glavnice i kamata;
 - (ii) da se, u slučaju tranše s fiksnom kamatnom stopom s datumom revizije/konverzije kamatne stope ili tranše s promjenjivom kamatnom stopom, otplata vrši u jednakim tromjesečnim, polugodišnjim ili godišnjim obrocima glavnice;
 - (iii) da je prvi datum otplate svake tranše datum plaćanja koji pada najranije 30 (trideset) dana od planiranog datuma isplate i najkasnije na prvi datum plaćanja koji neposredno slijedi iza 5. (pete) godišnjice planiranog datuma isplate te tranše; i
 - (iv) da je posljednji datum otplate svake tranše datum plaćanja koji pada najranije 4 (četiri) godine, a najkasnije 30 (trideset) godina nakon planiranog datuma isplate.

4.1.B Jedan obrok

Alternativno, Zajmoprimac će otplatiti tranšu u jednom obroku na jedinstveni datum otplate naveden u obavijesti o isplati koji ne pada ranije od 3 (tri) godine ili kasnije od 17 (sedamnaest) godina od planiranog datuma isplate.

4.2 Dobrovoljna prijevremena otplata

4.2.A Mogućnost prijevremene otplate

U skladu s člancima 4.2.B, 4.2.C i 4.4., Zajmoprimac može prijevremeno otplatiti cjelokupan ili djelomičan iznos bilo koje tranše ili jedan njezin dio, zajedno s obračunatom kamatom i naknadama, ako postoje, na način da vezano za to prethodno dostavi zahtjev za prijevremenu otplatu i to najmanje 30 (trideset) kalendarskih dana, u kojem navodi:

- (a) iznos prijevremene otplate;
- (b) datum prijevremene otplate koji je ujedno i datum plaćanja;
- (c) prema potrebi, izbor načina primjene iznosa prijevremene otplate u skladu s člankom 5.5.C(a); i
- (d) broj Ugovora.

Zahtjev za prijevremenu otplatu je neopoziv.

4.2.B Naknada za prijevremenu otplatu

4.2.B(1) TRANŠA S FIKSNOM KAMATNOM STOPOM

U skladu s člankom 4.2.B(3) u nastavku, ako Zajmoprimac prijevremeno otplaćuje tranšu s fiksnom kamatnom stopom, plaća Banci na datum prijevremene otplate naknadu za prijevremenu otplatu koja se odnosi na tranšu s fiksnom kamatnom stopom koja se prijevremeno otplaćuje.

4.2.B(2) TRANŠA S PROMJENJIVOM KAMATNOM STOPOM

U skladu s člankom 4.2.B(3) u nastavku, Zajmoprimac može prijevremeno otplatiti tranšu s promjenjivom kamatnom stopom bez naknade.

4.2.B(3) REVIZIJA/KONVERZIJA

Prijevremena otplata tranše na datum revizije/konverzije kamata može se izvršiti bez naknade, osim u slučaju da je Zajmoprimac prihvatio, u skladu s Prilogom D, fiksnu kamatnu stopu u okviru prijedloga revizije/konverzije kamatne stope.

4.2.C Načini prijevremene otplate

Nakon što Zajmoprimac dostavi Banci zahtjev za prijevremenu otplatu, Banka Zajmoprimcu izdaje obavijest o prijevremenoj otplati najkasnije 15 (petnaest) dana prije datuma prijevremene otplate. U toj obavijesti o prijevremenoj otplati navodi se iznos prijevremene otplate, dospjela kamata obračunata na taj iznos, naknada za prijevremenu otplatu koju treba platiti u skladu s člankom 4.2.B ili, ovisno o slučaju, ako takve dospjele naknade nema, način primjene iznosa prijevremene otplate, a ako je naknada za prijevremenu otplatu primjenjiva, rok do kojeg Zajmoprimac može prihvatiti obavijest o prijevremenoj otplati.

Ako Zajmoprimac prihvati obavijest o prijevremenoj otplati najkasnije do roka naznačenog u obavijesti o prijevremenoj otplati (ako je takav rok naznačen), Zajmoprimac je dužan izvršiti prijevremenu otplatu. U svim ostalim slučajevima, Zajmoprimac ne smije izvršiti prijevremenu otplatu.

Zajmoprimac je dužan, uz plaćanje iznosa prijevremene otplate, platiti i obračunatu kamatu i naknadu za prijevremenu otplatu koja dopijeva na iznos prijevremene otplate, kako je navedeno u obavijesti o prijevremenoj otplati te naknadu iz članka 4.2.D, ako je primjenjivo.

4.2.D Administrativna pristojba

Ako Zajmoprimac unaprijed otplati tranšu na neki drugi datum koji nije relevantan datum plaćanja ili ako Banka iznimno prihvati, isključivo po vlastitom nahođenju, zahtjev za plaćanje uz prethodnu obavijest u roku kraćem od kraćem od 30 (trideset) kalendarskih dana, Zajmoprimac je Banci dužan platiti administrativnu pristojbu u iznosu o kojem će Banka obavijestiti Zajmoprimca.

4.3 Obvezna prijevremena otplata i otkaz

4.3.A Događaji prijevremene otplate

4.3.A(1) DOGAĐAJ SMANJENJA TROŠKOVA PROJEKTA

- (a) Ako nastupi događaj smanjenja troškova Projekta ili je vjerojatno da će takav događaj nastupiti, Zajmoprimac (koji djeluje putem Nositelja) će o tome odmah obavijestiti Banku. Bilo kada nakon nastupa događaja smanjenja troškova Projekta, Banka može, uz davanje obavijesti Zajmoprimcu i Nositelju, otkazati neisplaćen dio kredita i/ili zatražiti prijevremenu otplatu preostalog dijela zajma do iznosa za koji sredstva EIB-a premašuju limite iz točke (c) u nastavku, zajedno s obračunatom kamatom i svim drugim obračunatim i neplaćenim iznosima na temelju ovog Ugovora, a u vezi s dijelom nepodmirenog zajma koji treba prijevremeno otplatiti.
- (b) Zajmoprimac je dužan izvršiti plaćanje zatraženog iznosa na datum koji navede Banka, s tim da takav datum bude datum koji pada najmanje 30 (trideset) dana od datuma zahtjeva.
- (c) Za potrebe ovog članka, „**događaj smanjenja troškova Projekta**” znači da ukupni

trošak Projekta padne ispod iznosa navedenog u uvodnoj izjavi (b), na način da iznos sredstava EIB-a premašuje:

- (i) 50% (pedeset posto) takvog ukupnog troška Projekta za koji je Banka dodijelila Projektu sredstva na temelju bilo kojeg pisma/bilo kojih pisama o dodjeli sredstava;
- (ii) kada se zbroji s iznosom bilo kojeg drugog EU fonda iz kojeg su Projektu dodijeljena sredstva, 90% (devet posto) takvog ukupnog troška Projekta koji je Banka dodijelila Projektu na temelju bilo kojeg pisma/bilo kojih pisama o dodjeli sredstava; ili
- (iii) 100% (sto posto) prihvatljivih troškova ulaganja u odnosu na Projekt (onako kako su ti troškovi definirani u tehničkom opisu).

4.3.A(2) DOGAĐAJ PROMJENE ZAKONA

- (a) Zajmoprimac je dužan će odmah obavijestiti Banku ako nastupi događaj promjene zakona ili je vjerojatno da će takav događaj nastupiti. U tom slučaju, ili ako Banka ima opravdan razlog vjerovati da je nastupio ili da će nastupiti događaj promjene zakona, Banka može zahtijevati da se Zajmoprimac s njom o tome posavjetuje. Takvo će se savjetovanje održati u roku od 30 (trideset) dana od datuma takvog zahtjeva Banke. Ako nakon isteka roka od 30 dana od takvog zahtjeva Banke za savjetovanje Banka bude smatrala:
 - (i) da bi takav događaj promjene zakona značajno narušio sposobnost Zajmoprimca da ispunjava svoje obveze iz ovog Ugovora; i
 - (ii) se učinci takvog događaja promjene zakona ne mogu ublažiti na za Banku zadovoljavajući način,

Banka može, uz davanje obavijesti Zajmoprimcu, otkazati neisplaćeni dio kredita i/ili zatražiti prijevremenu otplatu nepodmirenog dijela zajma, zajedno s obračunatom kamatom i svim ostalim obračunatim i nepodmirenim iznosima prema ovom Ugovoru.

- (b) Zajmoprimac će izvršiti plaćanje zatraženog iznosa na datum koji odredi Banka, a taj datum neće biti ranije od 30 (trideset) dana od dana podnošenja takvog zahtjeva.
- (c) Za potrebe ovog članka, „**događaj promjene zakona**” znači donošenje, proglašenje, izvršenje ili potvrđivanje ili bilo koja izmjena ili dopuna bilo kojeg zakona, pravila ili propisa (ili u primjeni ili službenom tumačenju bilo kojeg zakona, pravila ili propisa) koja nastupi nakon datuma ovog Ugovora, a koja bi mogla narušiti sposobnost Zajmoprimca da izvršava svoje obveze prema ovom Ugovoru.

4.3.A(3) NEZAKONITI DOGAĐAJ

- (a) Nakon što postane svjesna nekog nezakonitog događaja:
 - (i) Banka će o tome odmah obavijestiti Zajmoprimca; i
 - (ii) Banka može odmah (A) obustaviti ili otkazati neisplaćeni dio kredita i/ili (B) zahtijevati prijevremenu otplatu nepodmirenog zajma, zajedno s obračunatom kamatom i svim ostalim obračunatim i nepodmirenim iznosima na temelju ovog Ugovora na datum koji Banka navede u svojoj obavijesti Zajmoprimcu.
- (b) Za potrebe ovog članka, „**nezakoniti događaj**” znači da za Banku u bilo kojoj primjenjivoj sudskoj nadležnosti postane nezakonito ili u suprotnosti s bilo kojim sankcijama, da Banka:
 - (i) izvršava bilo koju od svojih obveza predviđenih ovim Ugovorom; ili
 - (ii) financira ili održava zajam.

4.3.A(4) DOGAĐAJ NEISKORIŠTAVANJA SREDSTAVA

- (a) Ako je na kraju razdoblja dodjele sredstava došlo do nastupa događaja neiskorištavanja sredstava ili se takav događaj nastavi bez da ga se ispravi, Banka može, razmjerno iznosu koji nije bio dodijeljen ili preraspodijeljen u skladu s člankom 1.9., davanjem obavijesti Zajmoprimcu otkazati neisplaćeni dio kredita i/ili zatražiti

trenutačnu prijevremenu otplatu nepodmirenog zajma zajedno s obračunatom kamatom i svim drugim obračunatim i nepodmirenim iznosima na temelju ovog Ugovora, na datum koji Banka navede u svojoj obavijesti Zajmoprimcu.

- (b) Za potrebe ovog članka, „**događaj neiskorištavanja sredstava**“ znači da:
- (i) bilo koji dio sredstava EIB-a nije dodijeljen bilo kojem investicijskom projektu u skladu s pismom/pismima o dodjeli sredstava i u skladu s člankom 1.9.; ili
 - (ii) bilo koja preraspodjela sredstava u skladu s člankom 1.9.C nije moguća ili je moguća samo djelomično.

4.3.A(5) DOGAĐAJ KOJI UTJEČE NA INVESTICIJSKI PROJEKT

- (a) Zajmoprimac ili Nositelj će odmah obavijestiti Banku ako nastupi događaj koji utječe na neki investicijski projekt.
- (b) Ako Zajmoprimac ili Nositelj obavijesti Banku da je nastupio događaj koji utječe na neki investicijski projekt ili ako Banka sazna za bilo koji događaj koji utječe na neki investicijski projekt i o tome obavijesti Zajmoprimca i Nositelja, Zajmoprimac je dužan, u roku od 60 (šezdeset) dana nakon davanja ili primanja obavijesti o tome, napraviti sljedeće:
- (i) poduzeti korake za ispravljanje događaja iz točke (a) na način zadovoljavajući za Banku; i/ili
 - (ii) zatražiti od Banke preraspodjelu bilo kojeg dijela kredita ili sredstava EIB-a koji su dodijeljeni za taj investicijski projekt na neki drugi prihvatljiv investicijski projekt u skladu s člankom 1.9.C.

U protivnom, Banka može u dodatnoj obavijesti Zajmoprimcu zatražiti od Zajmoprimca da izvrši prijevremenu otplatu nepodmirenog zajma u iznosu koji je izvorno dodijeljen investicijskom projektu na koji takav događaj utječe, i to na datum koji Banka navede u svojoj obavijesti Zajmoprimcu.

- (c) Za potrebe ovog Ugovora:
- (i) „**investicijski projekt na koji događaj utječe**“ znači investicijski projekt na koji utječe takav događaj;
 - (ii) „**događaj koji utječe na investicijski projekt**“ znači:
 - (1) da Zajmoprimac, Nositelj ili Projektno društvo, u odnosu na bilo koji investicijski projekt, nisu postupili u skladu s ekološkim i socijalnim zakonima ili pravom Europske unije i Republike Hrvatske u vezi s državnim potporama ili javnom nabavom;
 - (2) da je, vezano za bilo koji investicijski projekt, nastupio događaj povezan s fondovima EU-a ili je vjerojatno da će takav događaj nastupiti;
 - (3) da je Banka je izdala pismo o dodjeli sredstava za investicijski projekt koji, suprotno od izjave Zajmoprimca i/ili Nositelja dane uz bilo koji zahtjev za dodjelu sredstava za taj projekt, podliježe odgovarajućim postupcima procjene utjecaja na okoliš; ili
 - (4) da je Zajmoprimac ili Nositelj primijenio sredstva dobivena od sredstava EIB-a za financiranje nekog investicijskog projekta za koji, ako je to primjenjivo, nisu provedeni relevantni postupci procjene utjecaja na okoliš ili procjene biološke raznolikosti u skladu s Direktivom o pticama i/ili Direktivom o staništima; i
 - (iii) „**događaj vezano za fondove EU-a**“ znači bilo što od sljedećeg koje je (u izravnoj ili neizravnoj) u vezi s bilo kojim investicijskim projektom:
 - (1) da je Zajmoprimac dužan vratiti ili otplatiti bilo koju uplatu iz fondova EU-a u cijelosti ili djelomično kao rezultat povrata, financijskog ispravka ili sličnih postupaka pokrenutih zbog nepravilnosti u vezi s takvom uplatom dobivenom iz fondova EU-a iz razloga koji se mogu pripisati Zajmoprimcu; ili

- (2) osim iz razloga navedenih u prethodnoj točki (1), da su fondovi EU-a prestali biti dostupni ili su u cijelosti ili djelomično obustavljeni, a Zajmoprimac ili Nositelj nije osigurao financiranje takvog investicijskog projekta iz drugih sredstava na način zadovoljavajući za Banku.
- (d) U slučaju zamjene bilo kojeg investicijskog projekta na koji događaj utječe nekim drugim investicijskim projektom, ne primjenjuju se rokovi za dodjelu sredstava iz članka 1.9. Zajmoprimac ili Nositelj će Banci dostaviti popis takvih zamjena u obliku koji je zadovoljavajući za Banku.

4.3.B Načini prijevremene otplate

Svaki iznos koji Banka potražuje u skladu s člankom 4.3.A., kao i sve obračunate kamate ili ostale dospjele ili nepodmirene iznose prema ovom Ugovoru, uključujući, bez ograničenja, i sve dospjele naknade na temelju članka 4.3.C., plaćaju se na datum koji Banka navede u svojoj obavijesti o zahtjevu.

4.3.C Naknada za prijevremenu otplatu

4.3.C(1) TRANŠA S FIKSNOM KAMATNOM STOPOM

Ako Zajmoprimac prijevremeno otplaćuje tranšu s fiksnom kamatnom stopom, u slučaju događaja prijevremene otplate uz naknadu Zajmoprimac je dužan, na datum prijevremene otplate, platiti Banci naknadu za prijevremenu otplatu vezano za tranšu s fiksnom kamatnom stopom koja se prijevremeno otplaćuje.

4.3.C(2) TRANŠA S PROMJENJIVOM KAMATNOM STOPOM

Zajmoprimac može bez naknade prijevremeno otplatiti tranšu s promjenjivom kamatnom stopom.

4.4 Općenito

4.4.A Bez dovođenja u pitanje članka 10.

Ovaj 0. ne dovodi u pitanje 0.

4.4.B Bez ponovnog pozajmljivanja

Otplaćeni ili prijevremeno otplaćen iznos ne može se ponovno pozajmiti.

ČLANAK 5.

Plaćanja

5.1 Pravila računanja dana

Svi iznosi koji se na temelju kamata, naknada ili naknada za odgodu potražuju od Zajmoprimca prema ovom Ugovoru, i koji se obračunavaju za neki dio godine, određuju se uz primjenu sljedećih pravila:

- (a) za tranšu s fiksnom kamatnom stopom, računa se godina od 360 (tristo šezdeset) dana i mjesec od 30 (trideset) dana; i
- (b) za tranšu s promjenjivom kamatnom stopom, računa se godina od 360 (tristo šezdeset) dana za euro i broj dana koji su protekli.

5.2 Vrijeme i mjesto plaćanja

- (a) Ako nije drukčije navedeno u ovom Ugovoru ili u zahtjevu Banke, svi iznosi, osim iznosa kamate, naknade i glavnice, trebaju se platiti u roku od 15 (petnaest) dana nakon što Zajmoprimac zaprimi zahtjev Banke.

- (b) Svaki iznos koji je Zajmoprimac dužan platiti prema ovom Ugovoru plaća se na odgovarajući račun o kojem će Banka obavijestiti Zajmoprimca. Banka o tom računu obavještava najmanje 15 (petnaest) dana prije datuma dospjeća prve uplate Zajmoprimca, te o svakoj promjeni računa obavještava najmanje 15 (petnaest) dana prije datuma prve uplate na koju se ta promjena odnosi. Ovaj rok za obavijest ne odnosi se na uplate iz 0.
- (c) Zajmoprimac u podacima o plaćanju za svaku uplatu koju izvrši na temelju ovog Ugovora navodi broj Ugovora.
- (d) Iznos koji je Zajmoprimac dužan platiti smatra se plaćenim onda kada ga Banka zaprimi.
- (e) Sve isplate Banke i plaćanja prema Banci na temelju ovog Ugovora izvršavaju se na račun za isplatu (za isplate od strane Banke) i na račun za plaćanja (za plaćanja prema Banci).

5.3 Zabrana prijeboja od strane Zajmoprimca

Sva plaćanja koja Zajmoprimac treba izvršiti na temelju ovog Ugovora obračunavaju se i provode bez (odnosno bez ikakvih odbitaka na ime) prijeboja ili protutražbine.

5.4 Narušavanja sustava plaćanja

Ako Banka utvrdi (prema vlastitoj procjeni) da je nastupio događaj narušavanja ili Zajmoprimac obavijesti Banku da je nastupio događaj narušavanja:

- (a) Banka se može, i mora ako to zatraži Zajmoprimac, posavjetovati sa Zajmoprimcem u cilju postizanja suglasnosti o promjenama u izvršavanju ili provedbi ovog Ugovora ako to Banka bude smatrala potrebnim u danim okolnostima;
- (b) Banka se neće biti obvezna posavjetovati sa Zajmoprimcem vezano za bilo koje promjene spomenute u stavku (a) ako, po njenom mišljenju, to ne bude izvedivo u danim okolnostima i ni u kojem slučaju neće imati bilo kakvu obvezu suglasiti se s takvim promjenama; i
- (c) Banka neće biti odgovorna ni za kakve štete, troškove ili gubitke koji nastanu uslijed događaja narušavanja ili vezano za poduzimanje ili nepoduzimanje bilo kakvih radnji na temelju ili u vezi s ovim člankom 5.4.

5.5 Raspodjela primljenih sredstava

5.5.A Općenito

Iznosi zaprimljeni od Zajmoprimca ispunjavaju njegove obveze plaćanja samo ako su zaprimljeni u skladu s uvjetima ovog Ugovora.

5.5.B Djelomična plaćanja

Ako Banka primi uplatu iznosa koji nije dovoljan za otplatu svih u tom trenutku dospjelih iznosa koje je Zajmoprimac dužan platiti na temelju ovog Ugovora, Banka će tu uplatu upotrijebiti na niže naveden način i prema niže navedenom redoslijedu:

- (a) u razmjernom plaćanju i za razmjerno plaćanje svake od neplaćenih naknada, troškova, naknada za prijevremenu otplatu i izdataka koji se duguju na temelju ovog Ugovora;
- (b) u plaćanju ili za plaćanje obračunate kamate koja je dospjela na temelju ovog Ugovora, ali nije plaćena;
- (c) u plaćanju ili za plaćanje dospjelog iznosa glavnice na temelju ovog Ugovora koji nije plaćen; i
- (d) u plaćanju i za plaćanje bilo kojeg drugog dospjelog iznosa na temelju ovog Ugovora koji nije plaćen.

5.5.C Raspodjela iznosa koji se odnose na tranše

- (a) U slučaju:
- (i) djelomične dobrovoljne prijevremene otplate tranše koja podliježe otplati u nekoliko obroka, iznos prijevremene otplate primjenjuje se razmjerno na svaku preostalu ratu ili, na zahtjev Zajmoprimca, obrnutom redosljedom dospijeća; ili
 - (ii) djelomične obvezne prijevremene otplate tranše koja podliježe otplati u nekoliko obroka, primjenjuje se iznos prijevremene otplate za smanjenje nepodmirenih obroka obrnutom redosljedom dospijeća.
- (b) Iznosi koje Banka primi na temelju zahtjeva iz članka članak 10., a koji se koriste za otplatu tranše, umanjuju preostale obroke obrnutim redosljedom dospijeća. Banka može upotrijebiti iznose primljene između bilo kojih tranši po vlastitom nahođenju.
- (c) U slučaju primitka iznosa za koje se ne može utvrditi da se odnose na neku određenu tranšu i za koje ne postoji dogovor između Banke i Zajmoprimca o njihovoj primjeni, Banka može te iznose primljene između tranši upotrijebiti po vlastitom nahođenju.

ČLANAK 6.

Obveze i izjave Zajmoprimca

Obveze u ovom 0. su na snazi od datuma sklapanja ovog Ugovora sve dok bilo koji iznos bude neotplaćen prema ovom Ugovoru ili sve dok kredit bude na snazi.

6.1 Korištenje zajma i dostupnost drugih sredstava

Zajmoprimac i Nositelj dužni su koristiti sva sredstva posuđena prema ovom Ugovoru u svrhu provođenja Projekta, odnosno dužni su se pobrinuti da to isto napravi i svako Projektno društvo.

Zajmoprimac i Nositelj su dužni osigurati da na raspolaganju imaju i druga sredstva navedena u uvodnoj odredbi (b) te da se ta sredstva utroše za financiranje Projekta, u onoj mjeri u kojoj je to potrebno.

6.2 Dovršenje Projekta

Zajmoprimac (koji djeluje putem Nositelja) je dužan osigurati da svako Projektno društvo provodi Projekt u skladu s tehničkim opisom, koji se povremeno može mijenjati uz odobrenje Banke, te da ga dovrši do roka dovršetka navedenog u tehničkom opisu.

6.3 Povećanje troška Projekta

Ako ukupan trošak Projekta premaši procijenjenu vrijednost navedenu u uvodnoj izjavi (b), Zajmoprimac (koji djeluje putem Nositelja) će ishoditi sredstva za financiranje takvog povećanja troška, ili će biti dužan osigurati da ih odgovarajuće Projektno društvo ishodi, a bez obraćanja Banci za pomoć, kako bi se Projekt dovršio u skladu s tehničkim opisom. Planove financiranja takvog povećanja troška potrebno je odmah priopćiti Banci.

6.4 Postupak nabave

- (a) Zajmoprimac i Nositelj će nabavljati radove, usluge ili robu za Projekt ili će osigurati da to napravi svako Projektno društvo. Nabava će se vršiti:
- (i) u skladu s pravom EU-a općenito, a osobito u skladu s relevantnim direktivama Europske unije o nabavi, ako su primjenjive;
 - (ii) u skladu s takvim postupcima nabave koji, prema mišljenju Banke, na zadovoljavajući način udovoljavaju kriterijima ekonomičnosti i učinkovitosti te načelu transparentnosti, jednakog postupanja i nediskriminacije u odnosu na državnu pripadnost ako se radi o javnim ugovorima na koje se ne primjenjuju direktive Europske unije o nabavi; ili

- (iii) u skladu s takvim postupcima nabave koji, prema mišljenju Banke, na zadovoljavajući način udovoljavaju kriterijima ekonomičnosti i učinkovitosti ako se radi o ugovorima koji nisu javni ugovori na koje se ne primjenjuju direktive Europske unije o nabavi.
- (b) U slučajevima navedenim u točkama (a)(i) i (a)(ii) gore, Zajmoprimac i Nositelj ili Projektno društvo zatražit će da ponuđač, u natječajnoj dokumentaciji ili drugoj referentnoj dokumentaciji za postupke nabave navedene u gornjoj točki 6.4(a), dade izjavu podliježe li bilo kojoj odluci o izuzeću ili privremenom isključenju u skladu s politikom izuzeća.
- (c) Ako ponuđač, prije dodjele ugovora, Zajmoprimcu ili Nositelju ili Projektnom društvu izjavi da podliježe bilo kojoj odluci o izuzeću ili privremenom isključenju koje je predviđeno politikom izuzeća, Zajmoprimac ili Nositelj ili Projektno društvo surađivat će s Bankom u dobroj vjeri te će nastojati:
 - (i) postići izuzeće takvog ponuđača u skladu s primjenjivim pravom tako da ponuđač ne sudjeluje u Projektu ili, ako takvo izuzeće nije moguće;
 - (ii) preraspodijeliti opseg Projekta tako da se sredstva iz zajma ne primjenjuju ni na koje radove ili usluge u okviru bilo kojeg ugovora sklopljenog s tim ponuđačem, osim ako s Bankom o tome nije postignut drukčiji dogovor.

6.5 Stalne obveze u Projektu

Zajmoprimac je dužan pobrinuti se, ili treba osigurati da se Nositelj i svako Projektno društvo pobrinu, o niže navedenom:

- (a) **održavanje:** održavati, popravljati, servisirati i obnavljati svu imovinu koja je dio Projekta u onoj mjeri u kojoj je to potrebno da ta imovina bude u ispravnom radnom stanju;
- (b) **sredstva Projekta:** osim u slučaju da je Banka prethodno dala svoju pisanu suglasnost, zadržati vlasništvo i posjed nad cjelokupnom imovinom ili značajnim dijelom cjelokupne imovine Projekta ili, prema potrebi, zamijeniti i obnoviti tu imovinu i voditi Projekt tako da nastavi funkcionirati u skladu sa svojom izvornom namjenom; Banka može uskratiti svoju suglasnost jedino ako predložena radnja dovede u pitanje interese Banke kao zajmodavca u odnosu na Zajmoprimca ili do toga da Projekt postane neprihvatljiv za financiranje od strane Banke na temelju njezina Statuta ili na temelju članka 309. Ugovora o funkcioniranju Europske unije;
- (c) **osiguranje:** osigurati da su svi radovi i imovina koji su dio Projekta adekvatno osigurani u skladu sa standardnom praksom za slične radove i imovinu od javnog interesa;
- (d) **prava i dozvole:** održavati na snazi sva prava puta ili korištenja i sva ovlaštenja nužna za provedbu i rad Projekta;
- (e) **okoliš i socijalna pitanja:**
 - (i) provoditi Projekt i njime upravljati u bitnome u skladu s propisima o zaštiti okoliša i socijalnim pitanjima;
 - (ii) pribaviti i održavati potrebna odobrenja vezano za okoliš i socijalna pitanja;
 - (iii) pridržavati se svih takvih odobrenja vezano za okoliš i socijalna pitanja;
 - (iv) osigurati da se, osim u slučaju da su Zajmoprimac ili Nositelj ili Projektno društvo dobili odgovarajuća ovlaštenja i da su javno objavili netehnički sažetak procjene utjecaja na okoliš, prihodi iz sredstava EIB-a neće koristiti za financiranje investicijskih projekata koji podliježu relevantnom postupku procjene utjecaja na okoliš ili procjene biološke raznolikosti u skladu s Direktivom o pticama i Direktivom o staništima; i

- (v) pribaviti i dostaviti Banci, čim bude dostupan, a najkasnije prije podnošenja izvješća o završetku Projekta (temeljem članka članak 8. točke (a)(i) niže), certifikat/e o energetske učinkovitosti u skladu s Direktivom Vijeća o energetske učinkovitosti zgrada (Direktiva 2010/31/EU) u vezi s bilo kojim investicijskim projektom koji uključuje bilo koju zgradu te dostaviti Banci sve odgovarajuće informacije koje joj mogu biti potrebne (uključujući pokazatelje vezano za energetske učinkovitost za svaki od investicijskih projekata, ako su dostupni i za slučaj da je to primjenjivo);
- (f) **načelo savjesnosti i poštenja:** u razumnom roku poduzeti odgovarajuće mjere vezano za:
- (i) svakog od njihovih zaposlenika koji imaju izravnu kontrolu i/ili ovlast odlučivanja vezano za bilo koji investicijski projekt, kredit ili zajam; ili
- (ii) svakog člana upravljačkih tijela Projektnog društva,
- a koji su pravomoćnom i neopozivom sudskom presudom osuđeni za nezakonitu radnju počinjenu tijekom obavljanja njihovih profesionalnih dužnosti, kako bi se osiguralo da su ti članovi isključeni iz bilo kojih aktivnosti vezano za kredit, zajam ili bilo koji investicijski projekt ili bilo koji drugi oblik financijskog zaduženja Banke;
- (g) **pravo na reviziju savjesnosti i poštenja:** osigurati da svi ugovoru u sklopu Projekta koji će se sklopiti nakon datuma potpisa ovog Ugovora u skladu s direktivama Europske unije o nabavi predvide:
- (i) zahtjev da konkretni podizvođač odmah obavijesti Banku o autentičnim navodima, pritužbama ili informacijama u vezi s nezakonitim radnjama koje se odnose na bilo koji investicijski projekt;
- (ii) zahtjev da konkretni podizvođač vodi knjige i evidencije o svim financijskim transakcijama i izdacima u vezi s bilo kojim investicijskim projektom; i
- (iii) pravo Banke da, u vezi s navodnom nezakonitom radnjom, pregleda knjige i evidencije konkretnog podizvođača u vezi s bilo kojim investicijskim projektom i napravi presliku dokumenata, u mjeri u kojoj je to dozvoljeno zakonom;
- (h) **postupci dodjele sredstava:** usklađenost s postupcima dodjele sredstava koji se primjenjuju na Projekt, a koje Banka povremeno može mijenjati u skladu s člankom 1.9. ovog Ugovora;
- (i) **praćenje dodjele sredstava:** osigurati da na kraju fizičke provedbe svih investicijskih projekata u okviru Projekta iznos iz sredstava EIB-a isplaćen za takve investicijske projekte ne premašuje iznos sredstava koje je Banka dodijelila u vezi sa svim takvim investicijskim projektima na temelju pisama o dodjeli sredstava. Zajmoprimac (koji djeluje putem Nositelja) je dužan odmah obavijestiti Banku ako je provedba bilo kojeg investicijskog projekta za koji su dodijeljena sredstva obustavljena ili otkazana;
- (j) **ugovor o javnim uslugama:** prije dodjele bilo kojih investicijskih projekata vezano za ulaganja u željeznička vozila za prijevoz putnika ili tereta, osigurati informacije vezano za operativne aranžmane, uključujući potvrdu usklađenosti ugovora o javnim uslugama koji je trenutačno na snazi i onih koji će uslijediti s Uredbom 1370/2007 Europske unije vezano za javne natječaje za ugovore za pružanje usluga željezničkog prijevoza putnika. Zajmoprimac ili Nositelj će odmah obavijestiti Banku o trenutačnim i budućim ugovorima za pružanje usluga putničkog prijevoza na državnoj razini, a poglavito o planiranim postupcima nabave, njihovim rezultatima i svim čimbenicima sa znatnim utjecajem na vremenski okvir, sadržaj i ishod, uključujući, ali ne ograničavajući se na, pravne postupke, izmjene planova i ostale važne promjene;
- (k) **državne potpore:** provoditi i upravljati Projektom u skladu s bilo kojim zakonima Europske unije i Republike Hrvatske u odnosu na državne potpore;
- (l) **izbjegavanje dvostrukog financiranja:** osigurati da se nijedan investicijski projekt ne financira iz sredstava bilo kojeg ukupnog financijskog zaduženja koje Banka stavi na raspolaganje Zajmoprimcu ili bilo kojem Projektnom društvu, osim iz sredstava EIB-a; i
- (m) **fondovi Europske unije:**

- (i) ako je dostupna, dostaviti Banci na njen zahtjev ovjerenu presliku službene prijave Zajmoprimca ili Nositelja ili Projektnog društva za fondove Europske unije vezano za bilo koji investicijski projekt te periodično obavještavati Banku o napretku postupka za dodjelu bespovratnih sredstava; i
 - (ii) osigurati da se poštuju svi uvjeti u pogledu fondova Europske unije (kako ugovorni, tako i zakonski).
- (n) **parnice:** osigurati da Projektno društvo, u onoj mjeri u kojoj je to zakonski dopušteno, obavještava Zajmoprimca ili Nositelja o svakoj značajnoj parnici, arbitraži, upravnom postupku ili istrazi koju provodi sud, uprava ili slično javno tijelo, a koja je, prema njegovim saznanjima i uvjerenjima, u tijeku, koja neposredno predstoji ili koja se planira u odnosu na to Projektno društvo ili društva koja kontroliraju to Projektno društvo ili članove njegovih upravljačkih tijela, a u vezi s nezakonitim radnjama povezanim s bilo kojim investicijskim projektom.
- (o) **doprinos EIB-a:** informiranje javnosti o partnerstvu s Bankom u vezi s bilo kojim investicijskim projektom financiranim sredstvima EIB-a izdavanjem priopćenja za javnost, stavljanjem popisa investicijskih projekata koji se financiraju sredstvima EIB-a na raspolaganje javnosti, upućivanjem na Banku kao financijskog partnera na lokacijama investicijskih projekata, ili na drugi prikladan način komuniciranje svog partnerstva s Bankom prema javnosti.

B. OPĆE OBVEZE

6.6 Usklađenost sa zakonima

Zajmoprimac i Nositelj dužni su pridržavati se zakona te su dužni osigurati da se svako Projektno društvo pridržava i provjerava svoju usklađenost sa svim zakonima i propisima Republike Hrvatske i pravom EU-a kojemu podliježe, uključujući, ali ne ograničavajući se na, zakone vezano za okoliš (uključujući klimatske promjene), socijalna pitanja, željeznički prijevoz, državne potpore i nabavu.

6.7 Knjige i evidencije

Zajmoprimac i Nositelj su dužni, ili će osigurati da su Zajmoprimac, Nositelj i svako Projektno društvo dužni voditi i nastaviti voditi ispravne knjige i evidencije o računima, u kojima će biti provedena cjelokupna i točna knjiženja svih financijskih transakcija i imovine i poslovanja konkretnog Projektnog društva, uključujući izdatke vezano za Projekt.

6.8 Projektna dokumentacija

Zajmoprimac i Nositelj su dužni, ili će osigurati da će svako Projektno društvo biti dužno, pohranjivati i ažurirati sve relevantne dokumente vezano za Projekt, poglavito studije o okolišu koje se tiču procjene/procjena utjecaja na okoliš, netehnički sažetak procjene utjecaja na okoliš, procjenu o utjecaju na prirodnu/bioraznolikost i slične dokumente koje pružaju dokaz o usklađenosti s Direktivom o pticama i Direktivom o staništima te će, na zahtjev Banke bez odlaganja dostaviti bilo koju takvu dokumentaciju Banci.

6.9 Zaštita podataka

- (a) Prilikom objavljivanja podataka u vezi s ovim Ugovorom Banci (osim ako se radi samo o podacima za kontakt koji se odnose na članove osoblja Zajmoprimca, Nositelja ili Projektnog društva uključenog u upravljanje ovim Ugovorom („**podaci za kontakt**”), Zajmoprimac i Nositelj će po potrebi urediti ili na drugi način izmijeniti te informacije tako da one ne sadrže nikakve osobne podatke, osim ako to ovaj Ugovor izričito ne zahtijeva, ili Banka izričito u pisanom obliku ne zahtijeva da se takve informacije u obliku osobnih podataka objave.
- (b) Prije objavljivanja bilo kojih osobnih podataka u vezi s ovim Ugovorom Banci (osim podataka za kontakt), Zajmoprimac i Nositelj će osigurati da je svaki takav ispitanik:
 - (i) obaviješten je o objavljivanju takvih podataka Banci (uključujući kategorije osobnih podataka koje treba objaviti); i

- (ii) obaviješten o informacijama sadržanima u izjavi o zaštiti osobnih podataka Banke (ili da mu je dana odgovarajuća poveznica na tu izjavu) vezano za aktivnosti kreditiranja i ulaganja Banke, kako je s vremena na vrijeme navedeno na poveznici <https://www.eib.org/en/privacy/lending> (ili na nekoj drugoj adresi o kojoj Banka može s vremena na vrijeme pisanim putem obavijestiti Zajmoprimca).

6.10 Opće izjave i jamstva

Zajmoprimac i Nositelj izjavljuju i jamče Banci da:

- (a) imaju ovlast potpisati, ispuniti i izvršiti svoje obveze prema ovom Ugovoru i da su poduzete sve potrebne zakonske aktivnosti kako bi se odobrilo potpisivanje i ispunjavanje ovog Ugovora;
- (b) ovaj Ugovor za njih stvara pravno važeće, obvezujuće i izvršive obveze;
- (c) potpisivanje ovog Ugovora te izvršavanje obveza prema i u skladu s odredbama ovog Ugovora nije i neće biti u suprotnosti sa:
 - (i) bilo kojim primjenjivim zakonom, statutom, pravilom ili propisom ili bilo kojom presudom, odlukom ili dozvolom kojima podliježu;
 - (ii) bilo kojim sporazumom ili drugim instrumentom koji su za njih obvezujući i za koji bi se moglo razumno očekivati da će imati značajan negativan učinak na njihovu sposobnost izvršavanja obveza prema ovom Ugovoru; i
- (d) nije bilo nikakve značajne negativne promjene od 21. studenoga 2023.;
- (e) nikakav događaj ili okolnost koja predstavlja događaj neispunjavanja obveza nije nastupio i ne nastavlja se, a da nije ispravljen ili da se od njega nije odustalo;
- (f) nijedna parnica, arbitraža, upravni postupak ili istraga u vezi s provedbom Projekta, po njihovom saznanju, nije u tijeku pred bilo kojim sudom, arbitražnim tijelom ili agencijom, a koja za ishod ima, ili bi za ishod, u slučaju negativne odluke, mogla imati značajnu negativnu promjenu, te da, u odnosu na Zajmoprimca i u odnosu na Projektno društvo nije donesena niti se može razumno očekivati da bi bila donesena nezadovoljavajuća presuda ili pravorijek koja za ishod ima ili bi za ishod vjerojatno mogla imati značajnu negativnu promjenu;
- (g) da su pribavili sva potrebna ovlaštenja u vezi s ovim Ugovorom kako bi zakonito ispunjavali svoje obveze iz ovog Ugovora, a da su Projekt i sva takva ovlaštenja na snazi i proizvode učinak i prihvatljiva su kao dokaz;
- (h) njihove obveze plaćanja prema ovom Ugovoru imaju barem jednak položaj (*pari passu*) u pogledu plaćanja u odnosu na sve druge sadašnje i buduće neosigurane obveze prema bilo kojem dužničkom instrumentu, osim obveza koje zakon koji se primjenjuje na trgovačka društva općenito tretira kao obvezujuće prioritete;
- (i) su usklađeni s člankom 6.5.(e) i, koliko im je poznato (a nakon što su izvršili temeljit i pažljiv uvid), protiv njih nije pokrenuta niti prijeti nikakva značajna tužba koja bi se odnosila na pitanja okoliša ili socijalnih prava vezano za bilo koji investicijski projekt; i
- (j) su oni i svako Projektno društvo usklađeni su sa svim obvezama vezano za ovaj 0.

Prethodno navedene izjave i jamstava daju se na datum potpisa ovoga Ugovora i smatraju se, osim izjava navedenih u prethodnoj točki (d), ponovljenima, u odnosu na činjenice i okolnosti koje su tada postojale, na datum svakog zahtjeva za isplatu, datum svakog izdavanja bilo koje potvrde o usklađenosti, datum svake isplate i datum svakog plaćanja.

ČLANAK 7.

Osiguranje

Obveze u ovome 0. ostaju na snazi od datuma sklapanja ovog Ugovora sve dok bilo koji iznos prema ovom Ugovoru ne bude otplaćen ili dok kredit ne bude na snazi.

7.1 **Položaj jednakih prava (*pari passu*)**

Zajmoprimac osigurava da njegove obveze plaćanja prema ovom Ugovoru imaju i da će imati barem jednak položaj (*pari passu*) u pogledu plaćanja u odnosu na sve druge sadašnje i buduće neosigurane obveze prema bilo kojem njegovom dužničkom instrumentu, osim obveza koje zakon koji se primjenjuje na trgovačka društva općenito tretira kao obvezujuće prioritete.

Poglavito, ako Banka podnese zahtjev u skladu s člankom 10.1. ili ako je događaj ili potencijalni događaj neispunjenja obveza prema bilo kojem neosiguranom i nepodređenom dužničkom instrumentu Zajmoprimca ili bilo koje njegove agencije ili njegovih sredstava nastupio i traje, Zajmoprimac neće izvršiti (ni odobriti) plaćanje povezano s bilo kojim drugim takvim dužničkim instrumentom (neovisno o tome je li redovito raspoređen u planu otplate ili ne), a da istodobno ne plati, ili rasporedi na namjenski račun za plaćanje na sljedeći datum plaćanja, iznos udjela neotplaćeno duga prema ovom Ugovoru koji odgovara onom udjelu koji plaćanje prema takvom dužničkom instrumentu ima u ukupno neotplaćenom dugu prema tom instrumentu. U tu svrhu, svako plaćanje dužničkog instrumenta koje se izvrši iz sredstava izdanja drugog instrumenta, na koji su se velikim dijelom upisale za poravnanje iste osobe koje imaju potraživanja po dužničkom instrumentu, bit će odbijeno.

U ovom Ugovoru „**dužnički instrument**” znači (a) instrument, uključujući svaku potvrdu o plaćenom računu ili bankovni izvadak, kojim se dokazuje ili koji stvara obvezu otplate zajma, pologa, predujma ili sličnog produženja kredita (uključujući, bez ograničenja, bilo koje produženje kredita prema sporazumu o refinanciranju ili reprogramiranju), (b) obveza dokazana obveznicom, zadužnicom ili sličnim pisanim dokazom zaduženja, ili (c) jamstvo za obvezu koja proizlazi iz dužničkog instrumenta neke druge osobe.

7.2 **Dodatna osiguranja**

Ako Zajmoprimac trećoj strani dade osiguranje za izvršenje nekog dužničkog instrumenta ili prednost ili prioritet u vezi s njim, Zajmoprimac će, ako to bude zahtijevala Banka, Banci dati jednakovrijedno osiguranje za izvršenje svoj obveza prema ovom Ugovoru ili će joj dati jednakovrijednu prednost ili prioritet.

7.3 **Uvrštene klauzule**

Ako Zajmoprimac s bilo kojim drugim srednjoročnim ili dugoročnim financijskim vjerovnikom sklopi sporazum o financiranju koji uključuje klauzulu o padu boniteta, odnosno obvezu ili drugu odredbu koja se odnosi na položaj jednakih prava (*pari passu*) ili odredbu o zajedničkoj odgovornosti zbog neplaćanja, ako je to primjenjivo, a koja je stroža od jednakovrijedne odrede prema ovom Ugovoru, Zajmoprimac je dužan o tome obavijestiti Banku i, na zahtjev Banke, potpisati sporazum kojim će ovaj Ugovor izmijeniti i dopuniti tako da osigurava jednakovrijednu odredbu u korist Banke.

ČLANAK 8.

Informacije i posjeti

8.1 **Informacije o Projektu**

Zajmoprimac će napraviti kako je navedeno u nastavku ili će osigurati da Nositelj ili Projektno društvo naprave kako je navedeno u nastavku:

- (a) dostaviti Banci:
 - (i) informacije u sadržaju i obliku te u rokovima navedenim u Prilogu A.2 ili drukčije kako se s vremena na vrijeme dogovore stranke ovog Ugovora; i
 - (ii) sve takve informacije ili ostale dokumente koji se odnose na financiranje, nabavu, provedbu, funkcioniranje i pitanja vezano za okoliš ili socijalna pitanja o ili za bilo koji investicijski projekt koji Banka može opravdano zahtijevati u razumnom roku,

uz uvjet da, ako takve informacije ili dokumenti ne budu dostavljeni Banci na vrijeme, a Zajmoprimac ili Nositelj ili Projektno društvo ne otklone takav propust u razumnom roku koji Banka odredi u pisanom obliku, Banka može ispraviti taj nedostatak u mjeri u kojoj je to izvedivo angažiranjem vlastitog osoblja ili konzultanta ili neke treće strane na trošak Zajmoprimca, a Zajmoprimac ili Nositelj ili Projektno društvo će tim stranama u tu svrhu pružiti svu potrebnu pomoć;

- (b) podnijeti na odobrenje Banci, bez odgode, bilo koju značajnu izmjenu Projekta, također uzimajući u obzir očitovanja prema Banci u vezi s Projektom prije potpisivanja ovog Ugovora, u odnosu na, između ostaloga, cijenu, nacrt, planove, vremenski raspored ili program izdataka odnosno plan financiranja za Projekt;
- (c) odmah obavijestiti Banku o niže navedenom, ili osigurati da Projektno društvo odmah obavijestiti Banku o niže navedenom, čim za to sazna, odnosno čim ga o tome obavijesti Projektno društvo:
 - (i) svakoj uloženoj tužbi ili protestu ili svakom prigovoru koji je podnijela bilo koja treća strana ili svakoj autentičnoj pritužbi koju je primio Zajmoprimac ili Nositelj ili relevantno Projektno društvo, a koja je bitna ili o bilo kojem tužbenom zahtjevu za štetu uzrokovanu u okolišu ili vezano za socijalna pitanja koji je, koliko je to njemu poznato (ili koliko je poznato relevantnom Projektnom društvu) pokrenuta, u tijeku ili za koju postoji rizik da će biti pokrenut protiv njega, a tiče se pitanja okoliša, socijalnih pitanja ili bilo kojih drugih pitanja koja utječu na bilo koji investicijski projekt;
 - (ii) svakoj činjenici ili događaju koji su poznati Zajmoprimcu ili Nositelju, a koji mogu značajno štetiti ili utjecati na uvjete izvršenja ili funkcioniranja bilo kojeg investicijskog projekta;
 - (iii) svakoj nezgodi ili nesreći vezano za bilo koji investicijski projekt koja ima ili koja može imati značajan negativni učinak na okoliš ili socijalna pitanja;
 - (iv) o autentičnim navodima, pritužbama ili informacijama u vezi s kaznenim djelima vezao za nezakonite radnje ili bilo koje sankcije Europske unije vezano za bilo koji investicijski projekt;
 - (v) svako samoprijavljeno izuzeće nekog od ponuđača do kojeg je došlo prije dodjele nekog ugovora i koje je obuhvaćeno politikom izuzeća;
 - (vi) svakoj bitnoj neusklađenost s primjenjivim propisima o zaštiti okoliša i socijalnim pitanjima;
 - (vii) svakoj obustavi, opozivu ili bitnoj izmjeni bilo kakvog ovlaštenja koje se odnosi na pitanja zaštite okoliša i socijalna pitanja; i
 - (viii) svakoj obustavi ili otkazu provedbe bilo kojeg od investicijskih projekata, te će utvrditi mjeru koju treba poduzeti vezano za ta pitanja;
- (d) na kraju razdoblja dodjele sredstava, dostaviti Banci dostatne dokaze i informacije u obliku zadovoljavajućem za Banku kojima se potvrđuje da sredstva EIB-a ne premašuju:
 - (i) 50% (pedeset posto) od ukupnog troška Projekta koji je Banka dodijelila za Projekt u skladu s bilo kojim pismom/pismima o dodjeli sredstava; ili
 - (ii) zbrojeno s bilo kojim fondovima Europske unije koji su dostupni za Projekt, 90% (devedeset posto) od ukupnog troška Projekta u skladu s bilo kojim pismom/pismima o dodjeli sredstava;
 - (iii) 100% (sto posto) prihvatljivih troškova ulaganja u odnosu na Projekt (onako kako su ti troškovi navedeni u tehničkom opisu);
- (e) na zahtjev Banke, odmah (a najkasnije u roku od 10 (deset) radnih dana) dostaviti Banci dokumente iz članka 6.5.(e)(iv) ili osigurati da odgovarajuće Projektno društvo odmah (a najkasnije u roku od 10 (deset) radnih dana) dostavi Banci te dokumente;

- (f) najkasnije u roku od 5 (pet) dana nakon što Nositelj za to sazna, obavijestiti Banku o svakoj obustavi plaćanja Europske komisije u vezi s bilo kojim investicijskim projektom i/ili o svakom pokretanju postupka zbog povrede od strane Europske komisije ili sudskog postupka pred Sudom Europske unije zbog neusklađenosti s pravom EU-a u pogledu bilo kojeg investicijskog projekta;
- (g) odmah obavijestiti Banku o svim značajnim izmjenama strategije planiranja i razvoja Zajmoprimca ili Nositelja te, ako to Banka zatraži, odmah dostaviti Banci primjerak svake takve izmjene ili bilo koje nove strategije, zajedno sa svim relevantnim dokumentima;
- (h) odmah obavijestiti Banku, u svrhe članka 4.3.A(4), ako sredstva EIB-a isplaćena za investicijske projekte u okviru ovog Projekta premaše iznos sredstava koje je Banka dodijelila za te investicijskim projekte na temelju odgovarajućeg/odgovarajućih pisma/pisama o dodjeli sredstava;
- (i) odmah obavijestiti Banku o završetku i rezultatima postupka javne nabave, posebno vezano za ugovora o javnim željezničkim uslugama, aranžmanima vezano za ugovor o javnim uslugama, uključujući potvrdu usklađenosti ugovora o javnim uslugama za pružanje usluga željezničkog prijevoza putnika s pravom EU-a (uključujući s tim povezane postupke javne nabave), a posebno s Uredbom 1370/2007 EU;
- (j) u slučaju da je potpora za neki investicijski projekt prijavljena Europskoj komisiji, odmah obavijestiti Banku o rezultatu te prijave i potencijalnim uvjetima koje je Europska komisija odredila;
- (k) dostaviti, ili osigurati da svako Projektno društvo dostavi Banci, ako to Banka zatraži:
 - (i) potvrdu svojih osiguravatelja kojom se dokazuje ispunjavanje zahtjeva iz članka 6.5.(c);
 - (ii) godišnji popis važećih polica osiguranja koje pokrivaju osiguranu imovinu koja je dio Projekta, zajedno s potvrdom o uplatama tekućih premija;
 - (iii) relevantne ažurirane informacije (ako postoje) o postupcima nabave unutar Projekta; i
 - (iv) dokaz o usklađenosti s obvezama iz članka 6.5.

8.2 Informacije o Zajmoprimcu, Nositelju i Projektom društvu

Zajmoprimac će:

- (a) dostaviti Banci:
 - (i) takve dodatne informacije, dokaze ili dokumente koji se odnose na:
 - (1) opće financijsko stanje Zajmoprimca i opće financijsko stanje Projektnih društava koje Banka opravdano može zahtijevati; i
 - (2) pitanja usklađenosti vezano za dubinsku analizu Zajmoprimca ili Projektnog društva koji su potrebni Banci, uključujući, ali ne ograničavajući se na postupke vezano za načelo „upoznaj svog klijenta“ (KYC, eng. „*know your customer*“) ili slične postupke identifikacije i provjere,
 a na zahtjev Banke i u razumnom roku; i
- (b) odmah obavijestiti Banku o:
 - (i) svakom događaju ili odluci koji predstavljaju ili bi mogli predstavljati događaj prijevremene otplate;
 - (ii) svakoj namjeri Zajmoprimca ili nekog Projektnog društva da odustane od vlasništva nad bilo kojim bitnim dijelom ovog Projekta;
 - (iii) svakoj namjeri Zajmoprimca vezano za davanje bilo kojeg osiguranja svojom imovinom u korist neke treće strane;

- (iv) svakoj činjenici ili događaju za koji se opravdano vjeruje da može u značajnoj mjeri spriječiti ispunjenje bilo koje obveze Zajmoprimca iz ovog Ugovora;
- (v) bilo kojem događaju neispunjenja obveza koji je nastao koji predstoji ili se očekuje;
- (vi) osim u slučaju da je to zabranjeno zakonom, svim značajnim parnicama, arbitražama, upravnim postupcima ili istragama koje provodi sud, upravno ili slično tijelo vlasti, a koje se, prema njegovom najboljem znanju i uvjerenju, provode, očekuju ili su u tijeku protiv (A) punomoćnika Zajmoprimca s ovlasti za nadzor i/ili odlučivanje u vezi sa zajmom ili Projektom ili (B) upravljačkih tijela ili punomoćnika Nositelja s ovlasti za nadzor i/ili donošenje odluka u vezi sa zajmom ili Projektom ili (C) upravljačkih tijela bilo kojeg Projektnog društva vezano za nezakonite radnje u vezi s kreditom, zajmom ili bilo kojim investicijskim projektom;
- (vii) svim mjerama koje Zajmoprimac, Nositelj ili bilo koje Projektno društvo poduzmu u skladu s člankom 6.5.(f) ovog Ugovora;
- (viii) svim autentičnim navodima, pritužbama ili informacijama u vezi s nezakonitim radnjama koje se odnose na sredstva koja su stavljena na raspolaganje iz zajma ili bilo kojeg investicijskog projekta;
- (ix) svim zahtjevima, tužbama, postupcima, službenim obavijestima ili istragama vezano za bilo koje sankcije Europske unije vezano za Zajmoprimca, Nositelja ili bilo koju relevantnu osobu.

8.3 Posjeti od strane Banke

Zajmoprimac i Nositelj su dužni dopustiti osobama koje odredi Banka, kao i osobama koje odrede druge institucije ili tijela Europske unije, kad je to potrebno zbog relevantnih obveznih odredbi prava EU-a, te su dužni osigurati da bilo koje Projektno društvo dopusti:

- (a) posjet lokacijama postrojenjima i radovima koje Projekt obuhvaća;
- (b) razgovor s predstavnicima Zajmoprimca, Nositelja i/ili Projektnog društva te neometane kontakte sa svim drugim osobama uključenima u Projekt ili kojih se Projekt tiče; i
- (c) pregled knjiga i evidencija Zajmoprimca, Nositelja i/ili Projektnog društva u vezi sa zajmom i izvršenjem Projekta te da mogu izraditi preslike odgovarajućih dokumenata u mjeri u kojoj je to dozvoljeno zakonom.

Zajmoprimac (koji djeluje putem Nositelja) će Banci pružiti ili osigurati da Banka dobije svu potrebnu pomoć u svrhe opisane u ovom članku.

Zajmoprimac i Nositelj potvrđuju da Banka može imati obvezu slanja informacija koje se odnose na Zajmoprimca i Nositelja i na Projekt bilo kojoj nadležnoj instituciji ili tijelu Europske unije u skladu s relevantnim obveznim odredbama prava EU-a.

ČLANAK 9.

Naknade i izdaci

9.1 Porezi, pristojbe i naknade

Zajmoprimac je dužan platiti sve poreze, pristojbe, naknade i ostala davanja bilo koje vrste, uključujući i administrativne pristojbe i naknade za registraciju, koji proizlaze iz izvršenja ili provedbe ovog Ugovora ili bilo kojeg povezanog dokumenta i izrade, zaključivanja, registracije ili provedbe osiguranja za zajam u mjeri u kojoj se to na njega primjenjuje.

Zajmoprimac je dužan platiti svu glavnicu, kamate, naknade i ostale iznose koji dospijevaju na temelju ovog Ugovora, i to bruto bez zadržavanja ili odbijanja državnih ili lokalnih davanja bilo koje vrste, propisane zakonom ili na temelju ugovora s nekim javnim tijelom ili drukčije. Ako je Zajmoprimac obavezan primijeniti takvo zadržavanje ili takav odbitak, uvećat će svoju

isplatu Banci za iznos tako da nakon zadržavanja ili odbijanja neto iznos koji će Banka primiti bude jednak iznosu dugovanja.

9.2 Ostali troškovi

Zajmoprimac snosi sve pristojbe, naknade i izdatke, uključujući profesionalne, bankovne ili tečajne naknade koje nastanu u vezi s pripremom, potpisivanjem, provedbom, prisilnim izvršenjem i raskidom ovog Ugovora ili bilo kojeg drugog povezanog dokumenta, izmjena i dopuna, dodatka ili odricanja u vezi s ovim Ugovorom ili bilo kojim povezanim dokumentom te prilikom izmjene i dopune, nastanka, upravljanja, prisilnog izvršenja i realizacije bilo kojeg instrumenta osiguranja za zajam.

9.3 Povećanje troškova, naknade i prijeboj

- (a) Zajmoprimac je dužan platiti Banci sve troškove ili izdatke koji nastanu za Banku ili koje ona pretrpi zbog uvođenja bilo kakve izmjene (ili u tumačenju, provođenju ili primjeni) bilo kojeg zakona ili propisa ili usklađenosti s bilo kojim zakonom ili propisom, do kojih dođe nakon datuma potpisivanja ovog Ugovora, u skladu s čime ili zbog čega je:
- (i) Banka obvezna snositi dodatne troškove kako bi financirala ili izvršavala svoje obveze na temelju ovog Ugovora, ili zbog čega je;
 - (ii) bilo koji iznos koji se duguje Banci na temelju ovog Ugovora ili financijski prihod koji proizlazi iz toga što je Banka odobrila kredit ili zajam Zajmoprimcu smanjen ili ukinut.
- (b) Ne dovodeći u pitanje bilo koja druga prava Banke na temelju ovog Ugovora ili na temelju bilo kojeg drugog primjenjivog zakona, Zajmoprimac je dužan platiti naknadu Banci i smatrati Banku oslobođenom od odgovornosti za bilo koji gubitak koji nastane zbog potpunog ili djelomičnog plaćanja koje se odvija na način drukčiji od onoga koji je izričito naveden u ovom Ugovoru.
- (c) Banka može prebiti neku dospjelu obvezu Zajmoprimca prema ovom Ugovoru (u mjeri u kojoj je Banka stvarni vlasnik) s bilo kojom obvezom (neovisno o tome je li dospjela ili nije) koju Banka ima prema Zajmoprimcu, neovisno o mjestu plaćanja, poslovnici knjiženja ili valuti takve obveze. Ako su obveze u različitim valutama, Banka u svom redovitom poslovanju u svrhe prijeboja može konvertirati svaku takvu obvezu prema tržišnom deviznom tečaju. Ako je bilo koja od tih obveza nelikvidirana ili neutvrđena, Banka je može prebiti u iznosu koji u dobroj vjeri procijeni iznosom te obveze.

ČLANAK 10.

Događaji neispunjavanja obveza

10.1 Pravo traženja prijevremene otplate

Zajmoprimac je dužan odmah otplatiti sav nepodmireni zajam ili neki njegov dio (kako to zatraži Banka), uključujući zaračunatu kamatu i sve druge obračunate ili nepodmirene iznose iz ovog Ugovora, na pisani zahtjev Banke, u skladu sa sljedećim odredbama.

10.1.A Zahtjev bez odgode

Banka može takav zahtjev uložiti odmah, bez prethodne obavijesti (*mise en demeure préalable*) ili poduzimanja sudskih ili izvansudskih koraka:

- (a) ako Zajmoprimac na datum dospijeća ne plati bilo koji iznos koji treba platiti u skladu s ovim Ugovorom u mjestu i u valuti u kojoj je iskazan da ga treba platiti, osim ako:
- (i) je njegovo neplaćanje uzrokovano administrativnom ili tehničkom pogreškom ili događajem narušavanja; i
 - (ii) se plaćanje se izvrši u roku od 3 (tri) radna dana od njegova datuma dospijeća;

- (b) ako su bilo koja informacija ili dokument dostavljen Banci od ili u ime Zajmoprimca ili Nositelja ili Projektnog društva ili bilo koja izjava, jamstvo ili navod koje Zajmoprimac da ili se smatra da ih je Zajmoprimac dao u ovom Ugovoru, na temelju ovog Ugovora ili u svrhu sklapanja ovog Ugovora ili vezano za pregovore ili ispunjavanje ovog Ugovora netočni ili se pokaže da su bili netočni, nepotpuni ili obmanjujući u bilo kojem značajnom pogledu;
- (c) ako se nakon neispunjavanja obveza u vezi s ovim Ugovorom od Zajmoprimca zahtijeva ili se od njega može zahtijevati ili će se, nakon isteka bilo kojeg važećeg ugovornog razdoblja počeka, od njega zahtijevati ili moći zahtijevati da prijevremeno otplati, podmiri, zatvori ili otkáže prije dospijea takav drugi zajam ili obvezu koja proizlazi iz bilo koje financijske transakcije ili preuzete obveze u pogledu bilo kojeg zajma, ili obveze koja proizlazi iz bilo koje financijske transakcije koja se otkazuje ili obustavlja;
- (d) ako Zajmoprimac nije u mogućnosti plaćati svoje dugove po dospijecu, ili obustavi svoje dugove, ili ako sklopi, ili ako bez davanja prethodne pisane obavijesti Banci pokuša sklopiti, nagodbu sa svojim vjerovnicima, uključujući moratorij ili, zbog značajnih financijskih poteškoća započne pregovore s jednim ili više vjerovnika vezano za reprogramiranje bilo kojeg od svojih financijskih zaduženja (sklapanjem dobrovoljne nagodbe, plana otplate ili na neki drugi način);
- (e) ako Zajmoprimac propusti izvršiti neku obvezu u vezi s bilo kojim drugim zajmom koji mu je odobrila Banka ili financijskim instrumentom koji je zaključen s Bankom ili odobren iz sredstava Banke ili Europske unije;
- (f) ako nastupi značajna negativna promjena, u usporedbi sa stanjem Zajmoprimca na datum sklapanja ovog Ugovora; ili
- (g) ako je protuzakonito ili postane protuzakonito za Zajmoprimca da izvršava bilo koje svoje obveze na temelju ovog Ugovora ili ovaj Ugovor nije pravovaljan u skladu s njegovim uvjetima ili Zajmoprimac tvrdi da nije pravovaljan u skladu s njegovim uvjetima.

10.1.B Zahtjev nakon opomene

Banka također može takav zahtjev uložiti odmah, bez prethodne obavijesti (*mise en demeure préalable*) ili poduzimanja sudskih ili izvensudskih koraka (ne dovodeći u pitanje obavijesti navedene u nastavku):

- (a) ako Zajmoprimac ne ispuni bilo koju odredbu ovog Ugovora (koja nije obveza navedena u članku 10.1.A.); ili
- (b) ako se bilo koja činjenica povezana sa Zajmoprimcem ili Projektom navedena u uvodnim odredbama značajno promijeni i ne bude u bitnom dijelu ispravljena te ako ta promjena utječe na interese Banke kao zajmodavca prema Zajmoprimcu ili negativno utječe na provedbu ili funkcioniranje Projekta,

osim ako je neispunjenje ili okolnost koja je uzrokovala neispunjenje moguće ispraviti te se ispravi u razumnom roku navedenom u obavijesti koju Banka dostavi Zajmoprimcu.

10.2 Ostala prava po zakonu

Člankom članak 10. ne ograničava se neko drugo pravo Banke koje ona ima po zakonu da zahtijeva prijevremenu otplatu nepodmirenog zajma.

10.3 Naknade

10.3.A Tranša s fiksnom kamatnom stopom

U slučaju zahtjeva iz članka 10.1. u pogledu bilo koje tranše s fiksnom kamatnom stopom, Zajmoprimac je dužan Banci platiti traženi iznos zajedno s naknadom za prijevremenu otplatu na bilo koji iznos glavnice koji se treba prijevremeno otplatiti. Takva naknada (i) obračunava se od datuma dospijea za plaćanje utvrđenom u obavijesti o zahtjevu Banke, a izračunava se kao da je prijevremena otplata izvršena na tako utvrđen datum i (ii) za iznos

koji je Banka priopćila Zajmoprimcu kao sadašnju vrijednost (izračunatu na datum prijevremene otplate) razlike, ako takva postoji, između:

- (a) kamate koja bi se od tog trenutka obračunala na iznos prijevremene otplate tijekom razdoblja od datuma prijevremene otplate do datuma revizije/konverzije kamatne stope, ako takva postoji, ili datuma dospijea, da nije došlo do prijevremene otplate; i
- (b) kamate koja bi se obračunala tijekom tog razdoblja da se izračunava po stopi ponovnog angažmana EIB-a, umanjeno za 0,19% (devetnaest baznih bodova).

Navedena sadašnja vrijednost izračunava se po diskontnoj stopi jednakoj stopi ponovnog angažmana, koja se primjenjuje na svaki relevantni datum plaćanja primjenjive tranše.

10.3.B Tranše s promjenjivom kamatnom stopom

U slučaju zahtjeva iz članka članak 10. u pogledu tranše s promjenjivom kamatnom stopom, Zajmoprimac je dužan Banci platiti traženi iznos zajedno s iznosom jednakim sadašnjoj vrijednosti od 0,19% (devetnaest baznih bodova) godišnje, izračunato i obračunato na iznos glavnice koja se prijevremeno otplaćuje, na isti način na koji bi kamata bila izračunata i obračunata da je taj iznos ostao nepodmiren u skladu s primjenjivim planom otplate tranše, do datuma revizije/konverzije kamatne stope, ako bi ga bilo, ili datuma dospijea.

Vrijednost se izračunava po diskontnoj stopi jednakoj stopi ponovnog angažmana koja se primjenjuje na svaki relevantni datum plaćanja.

10.3.C Općenito

Iznosi koje Zajmoprimac duguje u skladu s ovim člankom 10.3. dospijevaju na naplatu na datum utvrđen u zahtjevu Banke.

10.4 Neodricanje od prava

Nikakav propust ili kašnjenje Banke, odnosno jednokratno ili djelomično ostvarivanje njezinih prava ili pravne zaštite vezano za ovaj Ugovor ne smije se tumačiti kao odricanje od takvog prava ili pravne zaštite. Prava i pravna zaštita predviđeni ovim Ugovorom kumulativne su naravi i ne isključuju nikakva zakonska prava i pravnu zaštitu predviđene zakonom.

ČLANAK 11.

Mjerodavno pravo i sudska nadležnost, razno

11.1 Mjerodavno pravo

Ovaj Ugovor i sve neugovorne obveze koje proizlaze iz njega ili u vezi s njim mjerodavno je pravo Luksemburga.

11.2 Sudska nadležnost

- (a) Sud Europske unije ima isključivu nadležnost za rješavanje svih sporova („spor”) koji proizađu iz ovog Ugovora ili u vezi s ovim Ugovorom (uključujući spor koji se odnosi na postojanje, valjanost ili prestanak ovog Ugovora ili na posljedice njegove ništetnosti) ili bilo koje neugovorne obveze koja proizađe iz ovog Ugovora ili u vezi s ovim Ugovorom.
- (b) Stranke su suglasne da je Sud Europske unije najprimjereniji i najprikladniji sud za rješavanje sporova među njima, i sukladno tome, neće to osporavati. Stranke ovog Ugovora ovime se posebno odriču bilo kojeg imuniteta ili prava na prigovor vezano za sudska nadležnost ovog suda. Bilo koja odluka suda na temelju ovog članka bit će konačna i obvezujuća za svaku od ugovornih stranaka, bez ikakvog ograničenja ili rezerve.

11.3 Mjesto izvršenja

Osim ako se Banka nije izričito drukčije dogovorila pisanim putem, mjesto izvršenja na temelju ovog Ugovora, osim vezano za obveze vezane za Projekt, bit će sjedište Banke.

11.4 Dokaz o dospjelim iznosima

U svakom sudskom postupku koji proizlazi iz ovog Ugovora, potvrda Banke o nekom dospjelom iznosu ili omjeru koje treba platiti Banci na temelju ovog Ugovora, predstavlja, u nedostatku očite pogreške, *prima facie* dokaz o takvom iznosu ili omjeru.

11.5 Cjelokupan sporazum

Ovaj Ugovor predstavlja cjelokupan sporazum između Banke i Zajmoprimca u vezi s davanjem kredita na temelju ovog Ugovora i ukida sve prijašnje sporazume, neovisno o tome jesu li iskazani ili se podrazumijevaju, u pogledu istog pitanja.

11.6 Ništavost

Ako u bilo kojem trenutku bilo koja odredba ovog Ugovora jest ili postane nezakonita, ništava ili neizvršiva u bilo kojem pogledu, ili ovaj Ugovor ne proizvodi pravne učinke ili prestane proizvoditi pravne učinke u bilo kom pogledu, na temelju zakona bilo koje pravne nadležnosti, takva nezakonitost, ništavost, neizvršivost ili nepravovaljanost ne utječu na:

- (a) zakonitost, valjanost ili provedivost u toj pravnoj nadležnosti bilo koje druge odredbe ovog Ugovora ili pravovaljanosti u bilo kojem drugom pogledu ovog Ugovora u toj pravnoj nadležnosti; ili
- (b) zakonitost, valjanost ili provedivost u drugoj pravnoj nadležnosti te ili bilo koje druge odredbe ovog Ugovora ili pravovaljanost ovog Ugovora na temelju zakona takvih drugih pravnih nadležnosti.

11.7 Izmjene i dopune

Sve izmjene i dopune ovog Ugovora bit će sastavljene u pisanom obliku te će ih stranke potpisati.

11.8 Primjerci

Ovaj Ugovor može biti sastavljen u bilo kojem broju primjeraka, a svi uzeti zajedno čine jedan te isti instrument. Svaki primjerak je izvornik, ali svi primjerci zajedno čine jedan te isti instrument.

ČLANAK 12.**Završne odredbe****12.1 Obavijesti**

U svrhu izbjegavanja bilo koje dvojbe, svaka obavijest i druga priopćenja od strane Banke prema Zajmoprimcu vezano za ovaj Ugovor slat će se Ministarstvu financija, uz kopiju Ministarstvu mora, prometa i infrastrukture, a svaka obavijest i druga priopćenja od strane Banke prema Nositelju vezano za ovaj Ugovor slat će se Ministarstvu mora, prometa i infrastrukture, uz kopiju Ministarstvu financija.

U svrhu izbjegavanja bilo koje dvojbe, svaka obavijest i druga priopćenja od strane Nositelja prema Banci vezano za ovaj Ugovor slat će se putem Ministarstva financija ili uz slanje kopije Ministarstvu financija, a svaka obavijest i druga priopćenja od strane Zajmoprimca prema Banci vezano za ovaj Ugovor slat će se putem Ministarstva financija, uz slanje kopije Ministarstvu mora, prometa i infrastrukture.

12.1.A Oblik obavijesti

- (a) Svaka obavijest ili drugo priopćenje dano prema ovom Ugovoru mora biti u pisanom obliku, i osim ako nije drukčije naznačeno, može se poslati pismom ili elektroničkom poštom.
- (b) Obavijesti i ostala priopćenja, za koje se u ovom Ugovoru utvrđuju fiksni rokovi ili koje u sebi sadrže fiksne rokove koji obvezuju primatelje, šalju se osobnom dostavom, preporučenim pismom, ili elektroničkom poštom. Za takve obavijesti i priopćenja smatra se da ih je druga stranka primila:
 - (i) na datum dostave kad se radi o osobnoj dostavi ili preporučenom pismu;
 - (ii) u slučaju elektroničke pošte:
 - (1) (osim obavijesti o isplati iz stavka u (2) nastavku), samo ako je takva elektronička pošta stvarno primljena u čitljivom obliku i samo ako je poslana onim adresatima koje je druga stranka navela za tu svrhu; i
 - (2) ako sadrži obavijest o isplati, onda kada je Banka takvu elektroničku poštu poslala Zajmoprimcu.
- (c) Svaka obavijest koju Zajmoprimac dostavi Banci elektroničkom poštom treba:
 - (i) u predmetu imati naveden broj Ugovora; i
 - (ii) mora biti u obliku elektroničke slike obavijesti koja se ne može uređivati (pdf, tif ili drugi uobičajeni formati datoteka koji se ne mogu uređivati, dogovorenim između stranaka), a koju je potpisao uredno ovlašten potpisnik Zajmoprimca ili dva ili više uredno ovlaštenih potpisnika ako imaju ovlaštenje za skupno potpisivanje, što god da je od toga primjenjivo, koja se šalje uz elektroničku poštu kao prilog.
- (d) Obavijesti koje daje Zajmoprimac u skladu s bilo kojom odredbom ovog Ugovora trebaju se, ako to zatraži Banka, dostaviti Banci zajedno s prihvatljivim dokazima o ovlaštenju osobe ili osoba ovlaštenih za potpisivanje takve obavijesti u ime Zajmoprimca i s ovjerenim uzorkom potpisa takve osobe ili takvih osoba.
- (e) Bez utjecaja na valjanost obavijesti ili priopćenja koja se šalju elektroničkom poštom u skladu s člankom članak 12., sljedeće obavijesti, priopćenja i dokumenti šalju se i preporučenom poštom relevantnoj stranki najkasnije sljedećeg radnog dana:
 - (i) zahtjev za isplatu;
 - (ii) povlačenje zahtjeva za isplatu u skladu s člankom 1.2.C(b);
 - (iii) sve obavijesti i priopćenja o odgodi, otkazivanju i obustavi isplate neke tranše, reviziji ili konverziji kamatne stope neke tranše, događaju narušavanja tržišta, zahtjevu za prijevremenu otplatu, obavijesti o prijevremenoj otplati, događaju neispunjenja obveza, zahtjevu za izvršenje prijevremenog plaćanja; i
 - (iv) sve druge obavijesti, priopćenja ili dokumenti koje Banka zatraži.
- (f) Stranke su suglasne da je svaka prethodno navedena komunikacija (uključujući elektroničku poštu) prihvaćeni oblik komunikacije, da predstavlja prihvatljive dokaze na sudu i da ima istu dokaznu vrijednost kao i vlastoručno potpisan dogovor (*sous seing privé*).

12.1.B Adrese

Adresa i adresa elektroničke pošte (i odjel na čiju se pažnju priopćenje naslovljava) za svaku od stranaka za bilo koje priopćenje koje se daje ili dokument koji se šalje na temelju ovog Ugovora i u vezi s ovim Ugovorom su

Za Banku:

Na pažnju: Operations

Adriatic Sea Department/Division for Croatia, Slovenia public sector & corporate Adriatic Sea

100 boulevard Konrad Adenauer

L-2950 Luxembourg

E-adresa: contactline-95797@eib.org

Za Zajmoprimca: Na pažnju: Ministarstvo financija
Katančićeva 5
10 000 Zagreb
Hrvatska
E-adresa: kabinet@mfin.hr

Za Nositelja: Na pažnju: Ministarstvo mora, prometa i infrastrukture
Prisavlje 14
10 000 Zagreb
Hrvatska
E-adresa: ministar@mmpi.hr

12.1.C Obavijest o podacima za kontakt

Banka i Zajmoprimac dužni su odmah obavijestiti drugu stranku pisanim putem o svim promjenama njihovih relevantnih podataka za kontakt.

12.2 Engleski jezik

- (a) Sve obavijesti ili priopćenja na temelju ovog Ugovora ili u vezi s ovim Ugovorom moraju biti dostavljeni na engleskom jeziku.
- (b) Svi ostali dokumenti koji se dostavljaju na temelju ili u vezi s ovim Ugovorom moraju biti:
 - (i) na engleskom jeziku; ili
 - (ii) ako nisu na engleskom jeziku, i ako to Banka zatraži, uz ovjereni prijevod na engleski jezik, u kojem slučaju prednost ima prijevod na engleski jezik.

12.3 Uvodne odredbe, prilozi i dodaci

Uvodne odredbe i sljedeći prilozi i dodaci čine sastavni dio ovog Ugovora:

Prilog A	Specifikacija projekta i izvještavanje
Prilog B	Definicija EURIBOR-a
Prilog C	Obrazac zahtjeva za isplatu (članak 1.2.B)
Prilog D	Revizija i konverzija kamatne stope
Prilog E	Potvrde koje izdaje Zajmoprimac

Prilažu se i sljedeći dodaci:

Dodatak I	Obrazac pravnog mišljenja ministra pravosuđa
Dodatak II	Obrazac A/B

12.4 Stupanje na snagu

Ovaj Ugovor stupa na snagu datumom stupanja na snagu zakona o njegovom potvrđivanju.

Stranica s potpisom za Ugovor broj (FI br.) 95.797

Stranke su osigurale potpis ovog Ugovora na engleskom jeziku, uz razmjenu digitalnog primjerka uredno potpisanog Ugovora obiju stranaka, putem e-pošte.

Ne dovodeći u pitanje gore navedeno te u svrhu vođenja evidencije o potpisivanju ovog Ugovora, 3 (tri) tiskana primjerka izvornika potpisana u ime Banke, bit će poslana Zajmoprimcu, koji će potpisati svaki izvornik. Primitak 2 (dva) izvornika ovog Ugovora od strane Banke smatrat će se preduvjetom za isplatu prve Tranše.

U Zagrebu, 17. siječnja 2024., i
u Luksemburgu, 22. siječnja 2024.

Potpisano za i u ime
REPUBLIKE HRVATSKE

Ministar financija

Marko PRIMORAC

Potpisano za i u ime
EUROPSKE INVESTICIJSKE BANKE

Voditeljica službe

Hanna KARCZEWSKA

Službenica za
zajmove

Olga PASCENCO

Specifikacija projekta i izvještavanje

A.1 Tehnički opis

A.1.1 Svrha, lokacija

Ovaj Projekt, čije je financiranje strukturirano kao okvirni zajam, uključuje potporu investicijskim projektima ulaganja u željeznice u Republici Hrvatskoj koje je razradilo Ministarstvo mora, prometa i infrastrukture (MMPI) kao Nositelj i koji su usklađeni sa ciljevima Strategije prometnog razvoja Republike Hrvatske za razdoblje od 2017. - 2030. godine, sektorskom politikom pod nazivom „Modernizacija i restrukturiranje željezničkog sektora“, Strategijom razvoja željezničkog sustava Republike Hrvatske do 2032. godine, Nacionalnim planom razvoja željezničke infrastrukture za razdoblje do 2030. godine, Nacionalnim planom upravljanja željezničkom infrastrukturom i uslužnim objektima i razvoja usluga željezničkog prijevoza za razdoblje do 2030. godine.

Opis

Projekt uključuje investicijske projekte vezano za željezničku infrastrukturu i željeznička vozila. Neki investicijski projekti mogu biti sufinancirani iz bespovratnih sredstava Europske unije. Prihvatljive su niže navedene investicije:

	Prihvatljive investicije
Željeznička infrastruktura	<p>Renovacija, modernizacija i rekonstrukcija strateške (TEN-T), nacionalne, regionalne i lokalne željezničke infrastrukture u nadležnosti HŽI-a:</p> <ul style="list-style-type: none"> • Tehničke komponente mogu uključivati željezničke pruge, konstrukcije, gradnju, sustave signalizacije i elektroničke kontrole, putničke kolodvore i stanice te popratne investicije u sustave željezničke sigurnosti, cestovnu, biciklističku i pješačku infrastrukturu; • Pripremni radovi i studije, u mjeri u kojoj su povezani s prethodno navedenim tehničkim komponentama; • Razvoj potpornih kapaciteta kao što je novi softver specifičan za željeznice (upravljanje voznim redom itd.); • Željezničke depoe, uključujući, ali ne ograničavajući se na ona željeznička vozila koja su u nadležnosti HŽPP-a; • Investicijski projekti mogu uključivati ugradnju infrastrukture za korištenje obnovljivih i alternativnih izvora energije.
Željeznička vozila i depoi	<p>Kupnja novih željezničkih vozila (putničkih i teretnih vlakova) od strane HŽPP-a:</p> <ul style="list-style-type: none"> • Baterijskih motornih vlakova (BMV); • Elektrobaterijskih vlakova (EBMV); • Infrastrukture za punjenje baterijski pogonjenih vlakova (baterijski motorni vlakovi (BMV) i elektrobaterijski vlakovi (EBMV)); • Vlakova i putničkih vagona koji imaju nultu izravnu emisiju CO₂ (iz ispušne cijevi) kada prometuju na pruzi s potrebnom infrastrukturom i upotrebljavaju konvencionalni motor, ako takva infrastruktura nije dostupna (bimodalno).

Svi investicijski projekti usklađeni su s EIB-ovom Politikom kreditiranja prometa i Planom EIB-a za banku za klimu. Investicijski projekti moraju biti u skladu s primjenom odgovarajućih standarda vezano za tehničke specifikacije za interoperabilnost (TSI), uključujući:

- o Uredbu (EU) 2014/1299 (infrastruktura),
- o Uredbu (EU) 2014/1303 (sigurnost u željezničkim tunelima),
- o Uredbu (EU) 2014/1300 (pristupačnost za osobe s ograničenom pokretljivošću i invaliditetom),
- o Uredbu (EU) 2014/1301/EU (energetski podsustav),
- o Uredbu (EU) 2023/1695 (prometno-upravljački i signalno-sigurnosni podsustavi),
- o Uredbu (EU) 1302/2014 (željeznička vozila - lokomotive i putnička željeznička vozila)
- o Uredbu (EU) 321/2013 (željeznička vozila - teretni vagoni)
- o Uredbu (EU) 1305/2014 (telematske aplikacije za teretni promet)
- o Uredbu (EU) 454/2011 (telematske aplikacije za putnički promet)
- o Uredbu (EU) 2023/1694 o izmjeni uredbi (EU) br. 321/2013, (EU) br. 1299/2014, (EU) br. 1300/2014, (EU) br. 1301/2014, (EU) br. 1302/2014, (EU) br. 1304/2014 i Provedbene uredbe (EU) 2019/777
- o Pozitivno ocijenjena nacionalna pravila o kojima je Komisija obaviještena u skladu s člankom 8. Direktive (EU) 2016/798 i člankom 14. Direktive (EU) 2016/797.

Kalendar

Investicijski projekti provodit će se u razdoblju od 2024. - 2032. godine.

Postupci dodjele sredstava

Zajam Banke dodjeljivat će se prihvatljivim investicijskim projektima koji zadovoljavaju uvjete navedene u tehničkom opisu koji su prilagođeni veličini investicijskog projekta i koji su u skladu s važećim postupcima okvirnog zajma.

- Prihvatljive investicijske projekte s investicijskim troškom manjim od 25 milijuna eura odabire Nositelj. Taj odabir podliježe potvrdi prihvatljivosti od strane službi Banke nakon isplate vezano za te investicijske projekte. Nositelj treba dostaviti zahtjev za dodjelu sredstava na obrascu kako to traži Banka (onako kako je utvrđeno u Prilogu A.1.2. u nastavku).
- Prihvatljivi investicijski projekti s investicijskim troškom između 25 milijuna eura i 50 milijuna eura dostavljaju se Banci na odobrenje prije nego što Banka dodjeli sredstava za te investicijske projekte koristeći obrazac kako je utvrđeno u Prilogu A.1.2. ili studiju izvedivosti. Banka pridržava pravo zatražiti dodatne informacije; ako se ocijeni potrebnim poduzet će se djelomična ili dubinska ocjena tog investicijskog projekta. Procjena takvih investicijskih projekata može rezultirati dodatnim uvjetima i/ili obvezama koje će se navesti u pismu o dodjeli sredstava. Ako Zajmoprimac ne prihvaća te uvjete i/ili obveze, o tome treba obavijestiti Banku u roku od 10 dana od primitka pisma o dodjeli sredstava te će Banka nastaviti s preraspodjelom sredstava.
- Prihvatljivi investicijski projekti čiji je trošak veći od 50 milijuna eura obrađuju se, u načelu, kao zasebni zajmovi te ih službe Banke i ocjenjuju zasebno. Takvi investicijski projekti odliježu odobrenju prije dodjele sredstava zajma. Nositelj je dužan dostaviti dokumentaciju koju, po svom nahođenju, zatraži Banka na način koji sama naznači Nositelju, ovisno o pojedinačnom slučaju. Ocjena takvih investicijskih projekata može rezultirati u dodatnim uvjetima i/ili obvezama za banku koje će se navesti u pismu o dodjeli sredstava. Ako Nositelj ne prihvati te uvjete i/ili obveze, o tome treba obavijestiti Banku u roku od 10 dana od primitka pisma o dodjeli sredstava te će Banka nastaviti s preraspodjelom sredstava.
- Svi zahtjevi za dodjelu sredstava uključivat će i plan nabave za odgovarajuće investicijske projekte.

- Konačni datum dodjele sredstava ne može biti kasniji od 31. prosinca 2032.

A.1.2 Standardni obrazac zahtjeva za dodjelu sredstava za sve investicijske projekte

Broj dodjele sredstava	X														
Datum	dd/mm/gggg														
Naziv EIB-ove financijske operativne aktivnosti Broj EIB-ove financijske operativne aktivnosti Valuta EUR															
SAŽETAK TABLICE O DODJELI SREDSTAVA (ZA SVE INVESTICIJSKE PROJEKTE UKLJUČENE U FINANCIJSKU AKTIVNOST EIB-a)															
Datum zahtjeva za dodjelu sredstava EIB-a:	dd/mm/gggg (1)	Iznos koji je EIB isplatio (EUR)	Iznos koji je EIB dodijelio (EUR)	Dodijeljeno / isplaćeno (u %)	Sredstava EIB-a isplaćena krajnjim korisnicima (u %)										
<i>Priloga:</i>															
Isplata br. 1 (datum)	xxxx			xxxx	xxxx										
Dodjela sredstava br. 1 (datum zahtjev za dodjelu sredstava br.)		xxxx		xxxx	xxxx										
Dodjela sredstava br. 2 (datum zahtjev za dodjelu sredstava br.)		xxxx		xxxx	xxxx										
Isplata br. 2 (datum)	xxxx			xxxx	xxxx										
Ukupno	xxxx		xxxx												
		Financijski izori (EUR)	Broj investicijskih projekata	Raspon investicijskih projekata											
Sektori		Doprinos EU-a (EUR)	Ostali izori (EUR)	Najmanji (EUR)	Najveći (EUR)										
Projekti		Lokalna uprava (EUR)													
1. Urbana infrastruktura (ceste u urbanim sredinama, škole, ustanove za kulturu, itd.)															
2. Mobilnost															
3. Odvodnja															
4. Pametni gradovi															
5. Socijalna stanogradnja															
6. Energetika (npr. modernizacija toplinske energije)															
7. Ostalo (molimo navesti sektor)															
Sveukupno za EIB-ov Projekt															
od čega je iz EIB-ovih sredstava dodijeljeno															
Ukupna sredstva isplaćena krajnjem korisniku															
Odgovorna osoba															
<Ime i prezime>															
<Funkcija>															
<Odjel>															
Potpis															
Datum															
Mjesto															

A.1.3 Sažetak projekta za investicijske projekte s ukupnim troškovima između 25 milijuna EUR i 50 milijuna EUR

SAŽETAK PROJEKTA
(za investicijske projekte s ukupnim troškovima između 25 i 50 milijuna EUR)

OKVIRNI ZAJAM ZA PROJEKT „REVITALIZACIJA ŽELJEZNIČKOG SUSTAVA
REPUBLIKE HRVATSKE“² (2022–0660)

Ovaj sažetak projekta mogao bi se zamijeniti bilo kojom internim dokumentom (npr. zahtjevom koji je podnio korisnik), a koji sadrži iste informacije.

<p><u>Naziv investicijskog projekta:</u></p> <p><u>Referentni broj investicijskog projekta:</u></p> <p><u>Provedbeno tijelo:</u></p> <p><u>Osoba za kontakt:</u></p> <p><u>Kontakt (e-pošta, telefon):</u></p>	<p><u>Nositelj investicijskog projekta:</u></p> <p><u>Lokacija:</u></p> <p><u>Sektor:</u></p> <p><u>Vrsta:</u> novi projekt/produženje/obnova</p> <p><u>Datum:</u></p> <p><u>Potpis:</u></p>
--	---

1. Investicijski projekt

1.1 Kontekst

1.2 Razlozi za realizaciju Projekta i ključni ciljevi

(Vidjeti strateške planove u koje je Projekt integriran).

1.3 Tehnički opis Projekta, uključujući relevantne glavne dimenzije i kapacitete

1.4 Tijelo/tijela odgovorno/a za idejno rješenje, izgradnju i nadzor

1.5 Investicijski trošak (ukupno) u EUR

Projektiranje i nadzor	-
Zemljišta	-
Građevinski radovi (izgradnja)	-
Oprema	-
Razno	-
Nepredviđene tehničke okolnosti	-
Nepredviđeno povećanje cijena (... % godišnje povećanje), ako je primjenjivo	-
Kamata kumulirana na zajam tijekom izgradnje	-

² Identifikacija projekta u sustavu EIB Serapis glasi OKVIRNI ZAJAM ZA RAZVOJ ŽELJEZNICE U HRVATSKOJ

Ukupno	-
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1.5.1 Financijski plan i zatražena dodjela sredstava

Izvori financiranja	u EUR
Fondovi EU-a	
Nacionalni proračun	
Drugo	
Ukupno	
od čega zatraženi zajam EIB-a	

1.6 Prilog o očekivanim izdacima (u EUR)

godina	2024.	+n	ukupno
EUR					

1.7 Očekivani tehnički/ekonomski vijek trajanja (godine)

1.8 Razdoblje provedbe (datumi: mjesec, godina)

- a) Početak:
- b) Dovršenje:

1.9 Ovlaštenje potrebno za provedbu/rad Projekta

Navedite naziv ili nazive tijela koje/koja izdaje/izdaju relevantnu/e dozvolu/e i je li/jesu li odobrenje/a izdano/a. Ako dozvole nisu izdane, navedite očekivani datum.

1.10 Radna mjesta na koja investicija utječe

Broj radnih mjesta koja će se otvoriti, osigurati ili zatvoriti kao posljedica Projekta.

a) tijekom izgradnje:	
b) nakon izgradnje (rad i održavanje) - osigurano:	

1.11 Fizički pokazatelji

Navedite (količinski) planirani fizički ishod/rezultat projekta.

Naziv i definicija pokazatelja	Osnovna vrijednost (godina)	Ciljna vrijednost (godina)
a) ...		
b)		
c)		

1.12 Nabava

Broj Ugovora, njihova vrijednost i vrste nabavnih postupaka, vremenski plan.

1.13 Utjecaj na okoliš

- a) Ukratko objasnite učinke Projekta na okoliš.
- b) Ima li Projekt neke posebne rizike ili koristi za okoliš?
- c) Usklađenost sa zahtjevima u pogledu zaštite okoliša (lokalnim i nacionalnim zahtjevima, zahtjevima Europske unije) i sažeti opis donesenih mjera ublažavanja, ako takve postoje; navesti je li potreban PUO i je li lokacija projekta unutar lokaliteta mreže Natura 2000 ili utječe na lokalitete mreže Natura 2000 ili neka druga zaštićena područja prirode. Ako je to slučaj, navesti informacije o dotičnoj procjeni i odlukama upravnih tijela vezano za takve projekte, a službe Banke mogu zatražiti dodatne informacije. Priložiti primjerak netehničkog sažetka PUO-a te obrazac A ili B koju je potpisao ovlašteno javno tijelo (ako je to primjenjivo).

1.14 Rad (stavlanje u pogon) i održavanje objekata:

- a) Organizacija zadužena za rad (stavlanje u pogon) i održavanje investicijskog projekta;
- b) Operativni troškovi i troškovi održavanja te raspoloživi proračun za rad (stavlanje u pogon) i održavanje:

1.15 Ekonomski i financijski aspekti

- a) Broj stanovnika obuhvaćen investicijskim projektom ili druge relevantne analize potražnje (npr. promet). U slučaju da se radi o cestovnom investicijskom projektu, potrebno je uključiti stvarne i predviđene prometne tokove.
- b) Ako je primjenjivo, sažetak analize troškova i koristi ili ekonomske opravdanosti;
- c) Ako je primjenjivo, mehanizam naplate troškova (Hoće li korisnici morati davati doprinos za trošak investicijskog projekta? Kakva je cjenovna politika?).

2. Opći zaključci i preporuke

Mjesto:

Datum:

Nositelj:

Odgovorna osoba:

A.1.4 Indikativni popis projekata

Nositelj	Mjera provedbe	Vrsta pruge	Naziv projekta
HŽI	M 1.2. Unaprjeđenje sustava održavanja željezničke infrastrukture	Međunarodne pruge	Sanacija kolosijeka i skretnica u kolodvoru Zagreb GK i Sesvete
HŽI	M 1.2. Unaprjeđenje sustava održavanja željezničke infrastrukture	Međunarodne pruge	Sanacija pruge na dionici Sibirj-Okučani, sanacija kolosijeka i skretnica u kolodvorima
HŽI	M 1.2. Unaprjeđenje sustava održavanja željezničke infrastrukture	Međunarodne pruge	Sanacija pruge M402 Sava rasputnica-Zagreb Ranžirni kolodvor-Zagreb Klara LK i DK
HŽI	M 1.2. Unaprjeđenje sustava održavanja željezničke infrastrukture	Mehanizacija	Nabavka nove suvremene strateške i sitne pružne mehanizacije
HŽI	M 1.2. Unaprjeđenje sustava održavanja željezničke infrastrukture	Kompletna željeznička mreža	Obnova lokalnih željezničkih pruga prema utvrđenoj brzini pruge - nabava rezervnih dijelova i opreme za potrebe održavanja
HŽI	M 1.2. Unaprjeđenje sustava održavanja željezničke infrastrukture	Kompletna željeznička mreža	Obnova lokalnih željezničkih pruga prema utvrđenoj brzini pruge - nabava strateškog materijala za potrebe održavanja
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Osiguranje SS uređajem pruge Zagreb GK-Dugo Selo
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Obnova dionice Sibirj-Slavonski Brod, dk i lk (2x7,3km), na pruzi Novska-Tovarnik-DG (državna granica)
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Obnova dionice Strizivojna Vrpolje-Ivankovo (21,3km), na pruzi Novska-Tovarnik-DG (državna granica)
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Obnova dionice Andrijevc-Garčin lk (7,8 km) i Strizivojna Vrpolje-Andrijevc dk (8,9 km), na pruzi Novska-Vinkovci-Tovarnik-DG (državna granica)
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Prilagodba SS uređaja na dionici Vinkovci-Tovarnik
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Rekonstrukcija postojećeg i izgradnja drugog kolosijeka željezničke pruge na dionici pruge Dugo Selo-Križevci
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Rekonstrukcija postojećeg i izgradnja drugog kolosijeka željezničke pruge na dionici Križevci-Koprivnica-državna granica
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Obnova dionice Ogulin-(Moravice) (29,4 km), na pruzi Zagreb GK-Rijeka

HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Obnova dionice Generalski Stol-(Oštarije) (21,4 km), na pruzi Zagreb GK-Rijeka
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Osiguranje SS uređajem kolodvora Slavonski Šamac i pruge Strizivojna Vrpolje-Slavonski Šamac
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Modernizacija i obnova SS uređaja pruge Oštarije-Knin
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Regionalne pruge	Obnova dionice Kloštar-Koprivnica-Varaždin (74,7 km) na pruzi R202 Varaždin-Dalj i dionice Varaždin-Čakovec (11,8 km) na pruzi R201 Zaprešić-Čakovec
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Regionalne pruge	Obnova dionice Osijek-Koška (33 km) na pruzi R202 Varaždin-Dalj
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Kompletna željeznička mreža	Izrada tehničke dokumentacije tehničke zaštite HŽI (definiranje projektnog zadatka, projektiranje sustava tehničke zaštite) Izvedba sustava tehničke zaštite i stručni nadzor nad izvedbom radova
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Kompletna željeznička mreža	Zbrinjavanje otpadnih pragova (kolosiječni, mosni i skretnički)
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Kompletna željeznička mreža	FRMCS sustav s GSM-R kompatibilnošću
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Tehnička dokumentacija	Izrada tehničke dokumentacije za modernizaciju i elektrifikaciju dionice željezničke pruge R106, dionica Zabok-Krapina-Đurmanec-DG (državna granica), L=27 km
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Tehnička dokumentacija	Izrada projektne dokumentacije za modernizaciju i elektrifikaciju željezničke pruge L102, Savski Marof-Kumrovec-DG (državna granica), L= 38,5 km
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Tehnička dokumentacija	Izrada glavnog projekta željezničke obilaznice Bibinje
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Zgrade u funkciji prometa	Izrada tehničke dokumentacije (idejni, glavni i izvedbeni projekt) za cjelovitu obnovu zgrade Zagreb GK
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Zgrade u funkciji prijevoza	Izvođenje radova cjelovite obnove zgrade Glavnog kolodvora Zagreb

HŽI	M 5.1 Unaprjeđenje prometno-upravljačkog i signalno-sigurnosnog sustava	IT	Novi alat za izradu voznog reda
HŽI	M 1.2. Unaprjeđenje sustava održavanja željezničke infrastrukture	Lokalne pruge	Izrada tehničke dokumentacije za rekonstrukciju pruge L103 na dionici Ozalj-Kamanje
HŽI	M 1.2. Unaprjeđenje sustava održavanja željezničke infrastrukture	Lokalne pruge	Sanacija kolosijeka na dionici Daruvar-Pčelič, duljine 41,2 km
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Obnova postojećeg kolosijeka na dionici Dugo Selo-Križevci (25,4 km), na pruži DG (državna granica)-Botovo-Dugo Selo
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Obnova dionica Donji Kraljevec-Kotoriba (11,6 km), Kotoriba-DG (državna granica) (3,8 km) i DG (državna granica)-Čakovec (8,4 km) na pruži M501 DG (državna granica)-Čakovec-Kotoriba-DG (državna granica)
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Modernizacija i obnova SS uređaja pruge Knin-Split
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Regionalne pruge	Osiguranje kolodvora Varaždin i Čakovec s SS uređajima
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Lokalne pruge	Osiguranje SS uređajima u kolodvoru Osijek i pruge 1208 Vinkovci-Osijek, dionica Osijek-Laslavo-Korod
HŽI	M 3.1. Energetska obnova lokacija pod upravljanjem i u vlasništvu javnih željezničkih društava	Zgrade u funkciji prometa	Projekt obnove grijanja za objekte pod upravljanjem HŽ Infrastrukture
HŽI	M 1.2. Unaprjeđenje sustava održavanja željezničke infrastrukture	Međunarodne pruge	Sanacija kolosijeka i skretnica u kolodvoru Kopanica-Beravci, Slavonski Šamac
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Obnova nestabilnog nasipa "Tresetište" pruga DG (državna granica)-Čakovec-Kotoriba-DG (državna granica)
HŽI	M 3.1. Energetska obnova lokacija pod upravljanjem i u vlasništvu javnih željezničkih društava M 3.3. Ugradnja infrastrukture za korištenje obnovljivih i alternativnih izvora energije	Zgrade u funkciji prometa	Energetska obnova zgrada
HŽI	M 1.2. Unaprjeđenje sustava održavanja željezničke infrastrukture	Lokalne pruge	Sanacija pruge i sanacija kolosijeka i skretnica u kolodvorima Pleternica i Čaglin
HŽI	M 2.2. Priprema i provedba programa obnove i modernizacije željezničke infrastrukture	Međunarodne pruge	Obnova tunela Split

HŽPP	TLC Zagreb - projektna dokumentacija i izgradnja		
HŽPP	Ulaganja u uslužni objekt Centar Split		
HŽPP	6 bimodalnih vlakova (Zagreb-Split)		
HŽPP	4 baterijska motorna vlaka (splitsko i istarsko područje)		
HŽPP	4 elektrobaterijska vlaka (Zagreb-Krapina, Zagreb-Bjelovar)		
HŽPP	Punionice za baterijske vlakove - Lupoglav i Požega (Velika)		
HŽPP	2 vlaka (EBMV i BMV) i punionice iz NPOO - razlika - nedostatna sredstva za završetak projekta		
HŽPP	Nadogradnja stabilnih energetske priključaka alternativnim izvorom energije		

A.2 INFORMACIJE O PROJEKTU KOJE SE TREBAJU SLATI BANCIMA I NAČIN NJIHOVA SLANJA

A.2.1. Slanje informacija: imenovanje odgovorne osobe

Osoba zadužena za slanje podataka Bancima u nastavku teksta je:

	Financijski kontakt	Tehnički kontakt
Društvo	Ministarstvo financija	Ministarstvo mora, prometa i infrastrukture
Osoba za kontakt	Sektor za Europsku uniju i međunarodne financijske odnose	Uprava za željezničku infrastrukturu i promet
Funkcija	nije primjenjivo	nije primjenjivo
Funkcija / Financijska i tehnička direkcija	nije primjenjivo	nije primjenjivo
Adresa	Katančićeva 5, 10000 Zagreb, Republika Hrvatska	Prisavlje 14, 10000 Zagreb, Republika Hrvatska
Telefon	+385 1 4591 258	+385 1 3784 504
Faks	+385 1 4922 598	+385 1 3784 591
E-pošta	sectorifr@mfin.hr	uprava.zeljeznice@mmpi.hr

Navedene osobe za kontakt su za sada osobe zadužene za kontaktiranje s Bankom. Zajmoprimac (koji djeluje putem Nositelja) će odmah obavijestiti EIB u slučaju bilo kakve promjene.

A.2.2. Informacije o posebnim pitanjima

Zajmoprimac (koji djeluje putem Nositelja) će Bancima dostaviti sljedeće informacije najkasnije do rokova navedenih u nastavku

Dokument/informacija	Rok
<i>Preslika potpisanog Ugovora o projektu</i>	<i>Prije prve isplate</i>
<i>Preslika ugovora o javnim uslugama za HŽPP koji istječe 2028. godine.</i>	<i>Prije prve isplate za željeznička vozila</i>
<i>Prije prve dodjele sredstava u okviru Projekta HŽPP-u, Nositelj je dužan potvrditi da ne postoje neriješena pitanja državne potpore koja se odnose na ugovor o obavljanju javnih usluga željezničkog prijevoza.</i>	<i>Prije prve dodjele sredstava Projekta HŽPP-u</i>
<i>Preslika obavijesti o nadmetanju za ugovor o javnim uslugama nakon tekućeg ugovora koji ističe 2028.</i>	<i>Čim bude objavljena</i>
<i>Preslika obavijesti o dodjeli ugovora o javnim uslugama nakon tekućeg ugovora koji ističe 2028.</i>	<i>Čim bude objavljena</i>
<i>Pregled portfelja Projekta s ažuriranim troškovima i jasno naznačenim dodacima i uklanjanjima.</i>	<i>Jednom godišnje, 1. listopada svake godine</i>

A.2.3. Informacije o provedbi Projekta

Zajmoprimac (koji djeluje putem Nositelja) je dužan Banci dostavljati sljedeće informacije o napretku Projekta tijekom provedbe najkasnije do rokova naznačenih u nastavku.

Dokument/informacije	Rok	Učestalost izvještavanja
<p>Izvrješće o napretku Projekta, uključujući:</p> <ul style="list-style-type: none"> - Sažetu ažuriranu informaciju o tehničkom opisu u kojoj se objašnjavaju razlozi za značajne promjene u odnosu na izvorni opseg; - Ažurirane informacije o datumu završetka svake od sastavnica glavnog Projekta, uključujući objašnjavanje razloga svih eventualnih kašnjenja; - Ažurirane informacije o portfelju Projekta, uključujući, ali ne ograničavajući se na troškove, datume provedbe, uz navođenje objašnjenja razloga za odstupanja; - Opis svih značajnih pitanja koja utječu na okoliš i/ili imaju socijalne učinke za svaki pojedinačni projekt ili za cjelokupni portfelj Projekta; - Ažuriranje planova nabave za investicijske projekte kojima je dodijeljen zajam; - Ažurirane informacije o nacionalnoj uporabi željeznica za tržišta putničkog i teretnog prometa; - Svako značajno pitanje koje se pojavilo i svaki značajan rizik koji može utjecati na provedbu okvirnog zajma; - Svako značajno pitanje koje se pojavilo i svaki značajan rizik koji može utjecati na davanje okvirnog zajma koji je dodijeljen ili će vjerojatno uskoro biti dodijeljen; - Bilo koje sudske parnice koje se odnose na Projekt, a mogu biti u tijeku; - Slike povezane s projektom koje nisu povjerljive, ako su dostupne; - Svako ažuriranje plana Zajmoprimca ili Projektnih društava vezano za dekarbonizaciju (uključujući ciljne vrijednosti) ili plana za otpornost na klimatske promjene od potpisivanja Ugovora; - Ažurirani portfelj Projekta, uključujući pregled opisa Projekta, predviđeni trošak i razdoblje izgradnje. 	30. lipnja svake godine	Jednom godišnje

A.2.4. Informacije o završetku radova i prvoj godini poslovanja

Zajmoprimac (koji djeluje putem Nositelja) je dužan Banci dostaviti sljedeće informacije o dovršenju Projekta i puštanju u promet, najkasnije do rokova naznačenih u nastavku.

Dokument/informacije	Datum dostave Banci
<p>Izvrješće o završetku projekta, uključujući:</p> <ul style="list-style-type: none"> - Konačni završni tehnički opis projekta, u kojem se objašnjavaju razlozi za svaku značajnu promjenu u usporedbi s tehničkim opisom u Prilogu A.1.; - Europske brojeve vozila za željeznička vozila koje financira Banka; - Datum završetka svake od sastavnica glavnog Projekta, uz objašnjenje razloga za svako eventualno kašnjenje; - Konačni trošak Projekta, uz objašnjenje razloga za eventualne promjene troškova u odnosu na izvorno planiran trošak; - Ažuriranje planova nabave za investicijske projekte za koje je 	Ožujak 2034., 15 mjeseci nakon posljednje godine provedbe

<p><i>dodijeljen zajam;</i></p> <ul style="list-style-type: none"> - <i>Učinci Projekta na zapošljavanje: čovjek-dani potrebni tijekom provedbe, kao i novootvorena stalna radna mjesta;</i> - <i>Opis svakog važnog pitanja koje utječe na okoliš ili na društvo;</i> - <i>Ažurirane informacije o potražnji za Projektom ili korištenju Projekta i primjedbama;</i> - <i>Svako značajno pitanje koji se pojavio i svaki značajan rizik koji može utjecati na rad Projekta;</i> - <i>Bilo koje sudske parnice koje se odnose na Projekt, a koje mogu biti u tijeku;</i> - <i>Svako ažuriranje plana Nositelja ili Projektnih društava o dekarbonizaciji (uključujući ciljne vrijednosti) ili plana za otpornost na klimatske promjene nakon potpisa Ugovora;</i> - <i>Slike povezane s projektom koje nisu povjerljive, ako su dostupne.</i> 	
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Jezik izvještaja

Svi izvještaji dostavljaju se na engleskom jeziku.

Definicija EURIBOR-a

EURIBOR

„EURIBOR” znači:

- (a) za relevantno razdoblje kraće od mjesec dana, objavljena kotacijska stopa (kako je utvrđeno u nastavku) za razdoblje od jednog mjeseca;
- (b) za relevantno razdoblje od jednog ili više mjeseci za koje je dostupna objavljena kotacijska stopa, važeća objavljena kotacijska stopa za razdoblje za odgovarajući broj mjeseci; i
- (c) za relevantno razdoblje dulje od mjesec dana za koje objavljena kotacijska stopa nije dostupna, stopa koja je rezultat linearne interpolacije pozivanjem na dvije objavljene kotacijske stope, od kojih je jedna primjenjiva za razdoblje neposredno kraće, a druga za razdoblje neposredno dulje od trajanja relevantnog razdoblja,

(pri čemu je razdoblje za koje se kamatna stopa uzima ili iz kojeg se stope interpoliraju „**reprezentativno razdoblje**“).

Za potrebe prethodnih stavaka od (a) do (c):

- (i) „**dostupan**” znači stope, za određena dospjeća, koje je izračunao i objavio Global Rate Set Systems Ltd (GRSS) ili takav drugi pružatelj usluge kojega odabere Europski institut za tržišta novca (EMMI), ili bilo kojeg slijednika te funkcije EMMI-ja, kako odredi Banka; i
- (ii) „**objavljena kotacijska stopa**” znači kamatna stopa za depozite u eurima za relevantno razdoblje kako je objavljeno u 11:00 h po briselskom vremenu, ili nekom kasnijem vremenu prihvatljivom za Banku na dan („**datum resetiranja**“) koji pada 2 (dva) relevantna radna dana prije prvog dana relevantnog razdoblja, na Reutersovoj stranici pod nazivom EURIBOR 01 ili njezinoj zamjenskoj stranici ili, ako to nije moguće, putem bilo kojeg sredstva objavljivanja koje u tu svrhu odredi Banka.

Ako se takva stopa ne objavi na prethodno navedeni način, Banka će od glavnih podružnica četiri najveće banke u eurozoni po vlastitom izboru zatražiti da navedu stope po kojima svaka od njih nudi depozite usporedivog iznosa u eurima, u približno 11:00 h po briselskom vremenu na datum resetiranja, vodećim bankama na međubankovnom tržištu eurozone, na razdoblje koje odgovara reprezentativnom razdoblju. Ako Banka primi najmanje 2 (dvije) kotacije, stopa na taj datum resetiranja bit će jednaka aritmetičkoj sredini između te dvije kotacije. Ako se ne dostave dostatne kotacije kako je zatraženo, stopa na taj datum resetiranja bit će jednaka aritmetičkoj sredini stopa koje su navele vodeće banke eurozone, po izboru Banke, u približno 11:00 h po briselskom vremenu, na dan koji pada 2 (dva) relevantna radna dana nakon datuma resetiranja, za zajmove u eurima u usporedivom iznosu, koji se izdaju vodećim europskim bankama za razdoblje jednako reprezentativnom razdoblju. Banka će bez odgađanja obavijestiti Zajmoprimca o svim kotacijama koje Banka primi.

Svi postoci koji su rezultat izračuna iz ovog Priloga, po potrebi, zaokružuju se na najbliži tisućiti dio postotnog boda, s tim da se polovine vrijednosti zaokružuju na višu vrijednost.

Ako bilo koja od prethodno navedenih odredbi dođe u nesklad s odredbama usvojenim pod pokroviteljstvom EMMI-ja (ili bilo kojeg slijednika te funkcije EMMI-ja kako odredila Banka) vezano za EURIBOR, Banka može, uz obavijest Zajmoprimcu, izmijeniti i dopuniti tu odredbu kako bi je uskladila s tim drugim odredbama.

Ako je kotacijska stopa trajno nedostupna, EURIBOR će biti zamjenska stopa (uključujući bilo koje kamatne marže i prilagodbe) koju službeno preporučuje (i) radna skupina za nerizične kamatne stope koju je uspostavila Europska središnja banka (ESB), Nadzorno tijelo za financijske usluge i tržišta (FSMA), Europsko nadzorno tijelo za vrijednosne papire i

tržišta kapitala (ESMA) i Europska komisija, ili (ii) Europski institut za tržišta novca, kao upravitelj EURIBOR-a ili (iv) nacionalno nadležno tijelo u skladu s Uredbom (EU) 2016/1011 ili (v) Europska središnja banka.

Ako su kotacijska stopa i/ili EURIBOR-ova zamjenska stopa nedostupni, EURIBOR će biti stopa (izražena kao godišnja postotna stopa) za koju Banka odredi da je sveobuhvatni trošak Banke za financiranje relevantne tranše koja se temelji na tada primjenjivoj interno generiranoj referentnoj stopi Banke ili alternativnoj metodi određivanja stope koju razumno odredi Banka.

³ Dostavlja se na memorandumu Zajmoprimca.

Obrazac zahtjeva za isplatu (članak 1.2.B)

Zahtjev za isplatu

OKVIRNI ZAJAM ZA PROJEKT „REVITALIZACIJA ŽELJEZNIČKOG SUSTAVA REPUBLIKE HRVATSKE“⁴

Datum

Nastavite sa sljedećom isplatom:

Naziv Ugovora	OKVIRNI ZAJAM ZA PROJEKT „REVITALIZACIJA ŽELJEZNIČKOG SUSTAVA REPUBLIKE HRVATSKE“
Broj Ugovora	95.797
Preferirani datum isplate	
Valuta i iznos	

KAMATA	Osnovica kamatne stope (članak članak 3)	
	Stopa (%) ili kamatna marža (bazni bodovi)	
	Učestalost (članak članak 3.)	Godišnje <input type="checkbox"/> Polugodišnje <input type="checkbox"/> Tromjesečno <input type="checkbox"/>
	Datumi plaćanja (članak 3.1.)	
GLAVNICA	Datum revizije/konverzije kamatne stope (ako postoji)	
	Učestalost otplate	Godišnje <input type="checkbox"/> Polugodišnje <input type="checkbox"/> Tromjesečno <input type="checkbox"/>
	Metodologija otplate (članak članak 4.)	Jednaki obroci <input type="checkbox"/> Stalne rente <input type="checkbox"/>
	Datum prve otplate	
	Zadnji datum otplate	

⁴ Identifikacija projekta u sustavu EIB Serapis glasi OKVIRNI ZAJAM ZA RAZVOJ ŽELJEZNICE U HRVATSKOJ

VAŽNA OBAVIJEST ZA ZAJMOPRIMCA:

OSIGURAJTE DA JE POPIS OVLAŠTENIH POTPISNIKA I RAČUNA KOJI JE DOSTAVLJENI BANCIMA PROPISNO AŽURIRAN PRIJE PODNOŠENJA BILO KOJEG ZAHTJEVA ZA ISPLATU. U SLUČAJU DA BILO KOJI OD POTPISNIKA ILI RAČUNA NAVEDENIH U OVOM ZAHTJEVU ZA ISPLATU NISU UKLJUČENI U POSLJEDNJI POPIS OVLAŠTENIH POTPISNIKA I RAČUNA (KAO RAČUN ZA ISPLATU) KOJE JE PRIMILA BANKA, SMATRAT ĆE SE DA TAJ ZAHTJEV ZA ISPLATU NIJE PODNESEN.

OSIM TOGA, AKO JE RIJEČ O PRVOM ZAHTJEVU ZA ISPLATU NA TEMELJU UGOVORA O FINANCIRANJU, UVJETI IZ ČLANKA 1.4.A UGOVORA O FINANCIRANJU MORAJU BITI ISPUNJENI NA NAČIN ZADOVOLJAVAJUĆI ZA BANKU PRIJE OVOG DATUMA.

Račun za isplatu (kako je definiran u Ugovoru o financiranju) koji će se izvršiti isplata:

Račun za isplatu br.:

Imatelj računa za isplatu/korisnik:

(navesti format IBAN ako je zemlja uključena u registar IBAN-a koji objavljuje SWIFT, u suprotnom bi trebalo osigurati odgovarajući format u skladu s lokalnom bankarskom praksom)

Naziv i adresa banke:

Identifikacijski broj banke (BIC):

Pojedinosti o plaćanju koje treba navesti:

Molimo prosljedite informacije koje su relevantne za:

Ime/imena ovlaštenog potpisnika Zajmoprimca (kako je definirano u Ugovoru o financiranju):

.....

Potpisi ovlaštenog potpisnika Zajmoprimca (kako je definirano u Ugovoru o financiranju)

Revizija i konverzija kamatne stope

Ako je datum revizije/konverzije kamatne stope uključen u obavijest o isplati za tranšu, primjenjuju se sljedeće odredbe.

A. Načini revizije/konverzije kamatne stope

Po primitku zahtjeva za reviziju/konverziju kamatne stope, Banka će tijekom razdoblja koje počinje 60 (šezdeset) dana i završno s 30 (trideset) dana prije datuma revizije/konverzije kamatne stope, dostaviti Zajmoprimcu prijedlog revizije/konverzije kamatne stope, u kojem navodi:

- (a) fiksnu kamatnu stopu i/ili kamatnu maržu koja će se primijeniti na tranšu, ili njezin dio naveden u zahtjevu za reviziju/konverziju kamatne stope prema članku članak 3.; i
- (b) da će se takva stopa primjenjivati do datuma dospijeca ili do novog datuma revizije/konverzije kamatne stope, ako će ga biti, s tim da se kamate plaćaju polugodišnje u skladu s člankom članak 3., unatrag na naznačene datume plaćanja.

Zajmoprimac može pisanim putem prihvatiti prijedlog revizije/konverzije kamatne stope do roka naznačenog u njemu.

Bilo kakve izmjene i dopune ovog Ugovora koje Banka zatraži u vezi s ovim, stupit će na snagu putem ugovora koji se mora sklopiti najkasnije 15 (petnaest) dana prije relevantnog datuma revizije/konverzije kamatne stope.

Fiksne stope i marže dostupne su u razdobljima od najmanje 4 (četiri) godine ili, u slučaju da ne dođe do otplate glavnice tijekom tog razdoblja, najmanje 3 (tri) godine.

B. Učinci revizije/konverzije kamatne stope

U slučaju djelomične revizije/konverzije kamatne stope, Zajmoprimac će bez naknade otplatiti, na datum revizije/konverzije kamatne stope, svaki dio tranše koji nije obuhvaćen zahtjevom za reviziju/konverziju kamatne stope i koji stoga ne podliježe reviziji/konverziji kamatne stope.

Prije datuma revizije/konverzije kamatne stope, relevantne odredbe Ugovora i obavijest o isplati primjenjivat će se na tranšu u cijelosti. Od datuma revizije/konverzije kamatne stope nadalje, odredbe sadržane u prijedlogu za reviziju/konverziju kamatne stope koje se odnose na novu fiksnu kamatnu stopu ili kamatnu maržu, primjenjivat će se na tranšu (ili njezin dio, kako je navedeno u zahtjevu za reviziju/konverziju kamatne stope) do novog datuma revizije/konverzije kamatne stope, ako će ga biti, ili do datuma dospijeca.

C. Neprovođenje ili djelomično provođenje revizije/konverzije kamatne stope

U slučaju djelomične revizije/konverzije kamata, zajmoprimac će na datum revizije/konverzije kamata vratiti, bez naknade, dio tranše koji nije obuhvaćen zahtjevom za reviziju/konverziju kamata i koji stoga ne podliježe reviziji/konverziji kamata.

Ako Zajmoprimac ne podnese zahtjev za reviziju/konverziju kamatne stope ili ne prihvati pisanim putem prijedlog za reviziju/konverziju kamatne stope za tranšu, ili ako stranke ne provedu izmjenu i dopunu koju zahtijeva Banka sukladno prethodnom stavku A, Zajmoprimac je dužan otplatiti tranšu (ili njezin dio, kako je naznačeno u zahtjevu za reviziju/konverziju kamatne stope) na datum revizije/konverzije kamatne stope, bez naknade.

Potvrde koje izdaje Zajmoprimac**E.1 Obrazac Potvrde Zajmoprimca (članak 1.4.D.)**

Pošiljatelj: Republika Hrvatska

Primatelj: Europska investicijska banka

Datum:

Predmet: Ugovor o financiranju između Europske investicijske banke i Republike Hrvatske od [] („**Ugovor o financiranju**”)

Broj Ugovora 95.797 Operativni broj 2022-0660

Poštovani,

pišemo vam vezano za Ugovor o financiranju. Pojmovi definirani u Ugovoru o financiranju imaju isto značenje kada se upotrebljavaju u ovom dopisu.

Za potrebe članka 1.4. Ugovora o financiranju, ovime Vam potvrđujemo sljedeće:

- (a) da nije nastalo niti postoji osiguranje takve vrste koje je zabranjeno prema članku 7.2.;
- (b) da ne postoji nikakva značajna promjena bilo kojeg aspekta Projekta ili u pogledu kojeg smo obvezni podnijeti izvješće prema članku članak 8., osim kako smo to ranije priopćili;
- (c) da nije nastupio događaj ili okolnost koja predstavlja ili bi s vremenom ili davanjem obavijesti iz Ugovora o predstavljala događaj neispunjenja obveza, niti se takav događaj ili okolnost nastavlja neispravljeno ili bez da se od takvog događaja ili takve okolnosti odustalo;
- (d) da imamo dovoljno sredstava na raspolaganju kako bismo osigurali pravodobno dovršenje i provedbu Projekta u skladu s Prilogom A;
- (e) da nikakva parnica, arbitraža, upravni postupci ili istraga nisu u tijeku niti, koliko nam je poznato, nisu najavljeni niti su ostali neriješeni pred bilo kojim sudom, arbitražnim tijelom ili agencijom, a koji su za posljedicu imali ili bi u slučaju donošenja nepovoljne odluke bilo razumno vjerovati da bi za posljedicu imali značajnu negativnu promjenu, te da ne postoji protiv nas ili bilo kojeg Projektnog društva bilo koja neizvršena presuda ili odluka suda;
- (f) da su izjave i jamstva koja treba dati ili ponoviti u skladu s člankom 6.10. točna u svakom bitnom pogledu;
- (g) da se nije dogodila nikakva značajna negativna promjena, u usporedbi s našim stanjem na datum Ugovora o financiranju;
- (h) da je najnoviji popis ovlaštenih potpisnika i računa koje je Zajmoprimac dostavio Banci ažuriran i da se Banka se može osloniti na informacije koje su u njemu navedene.

Obvezujemo se da ćemo odmah obavijestiti Banku ako bilo što od gore navedenog postane neistinito ili neispravno na datum isplate predložene tranše.

S poštovanjem,

Za i u ime Republike Hrvatske

Obrazac pravnog mišljenja ministra pravosuđa

Za: Europska investicijska banka
100, Boulevard Konrad Adenauer
L-2950 Luksemburg
Veliko Vojvodstvo Luksemburg
Na pažnju: Legal Department - Operations

Od: Ministar pravosuđa Republike Hrvatske

Datum:

Predmet: Ugovor o financiranju između Europske investicijske banke i Republike Hrvatske od [/] („**Ugovor o financiranju**“)

Broj Ugovora 95.797 Operativni broj 2022-0660

Poštovani,

dajem ovo mišljenje u skladu s člankom 1.4.B(b) Ugovora o financiranju („**Ugovor o financiranju**“) za OKVIRNI ZAJAM ZA PROJEKT „REVITALIZACIJA ŽELJEZNIČKOG SUSTAVA REPUBLIKE HRVATSKE“⁵ u iznosu od 400.000.000 EUR (četiristo milijuna eura) sklopljenog dana [/] 2024. između Republike Hrvatske, koju zastupa ministar financija („**Zajmoprimac**“), i Europske investicijske banke („**Banka**“).

Svi izrazi koji se ovdje koriste, a nisu drugačije definirani, imaju isto značenje kao u Ugovoru o financiranju.

U svojstvu ministra pravosuđa Republike Hrvatske pregledao sam izvornik Ugovora o financiranju i ispitao zakone, dokumente i druga pitanja koja sam smatrao potrebnima ili prikladnima za davanje ovog mišljenja. Na temelju gore navedenog, mišljenja sam i izjavljujem da, u skladu s, *inter alia*, Ustavom Republike Hrvatske i Zakonom o sklapanju i izvršavanju međunarodnih ugovora:

1. S obzirom na navedeno, smatram da je Ugovor o financiranju u ime Zajmoprimca propisno potpisao i dostavio ministar financija, koji predstavlja Republiku Hrvatsku u skladu sa svim važećim odredbama, uključujući, ali ne ograničavajući se na bilo koji zakon o javnim financijama koji je trenutačno na snazi;
2. U Republici Hrvatskoj ne postoji odredba kojom bi se zahtijevalo podnošenje, prijavu ili upis Ugovora o financiranju kod bilo kojeg suda ili tijela da bi se osigurala njegova zakonitost, valjanost ili izvršivost, osim objave obavijesti o potpisu, dostavi, potvrđivanju i provedbi ovog Ugovora o financiranju, što je izvršeno;
3. Nije potrebno ovlaštenje od strane bilo kojeg drugog tijela kako bi se osigurala zakonitost, valjanost ili provedivost Ugovora o financiranju, osim potvrđivanja Ugovora o financiranju od strane Hrvatskog sabora, što je izvršeno;
4. Odabir prava Velikog Vojvodstva Luksemburga kao prava kojim se uređuje Ugovor o financiranju valjan je i izvršiv;
5. U skladu s člankom 11.2. Ugovora o financiranju, Sud Europske unije nadležan je za bilo koju tužbu ili spor između Zajmoprimca i Banke, a svaka presuda tog suda koja se odnosi na Ugovor o financiranju provediva je u Republici Hrvatskoj. Odricanje od imuniteta na temelju navedenog članka 11.2. Ugovora o financiranju pravno je valjana i obvezujuća obveza Zajmoprimca;

⁵ Identifikacija projekta u sustavu EIB Serapis glasi OKVIRNI ZAJAM ZA RAZVOJ ŽELJEZNICE U HRVATSKOJ

6. Porezi, davanja, naknade ili druge naknade, uključujući, bez ograničenja, bilo kakav porez na prijavu ili prijenos poreza, biljeg ili sličan namet, koje je nametnuo Zajmoprimac ili bilo koja politička jedinica ili porezna uprava Zajmoprimca ili u Zajmoprimcu, ne plaćaju se u vezi s izvršenjem i dostavom Ugovora o financiranju, niti u vezi s bilo kakvim plaćanjem koje Zajmoprimac treba izvršiti Banci u skladu s ovim Ugovorom o financiranju.

Na temelju prethodno navedenog, mišljenja sam da su ispunjeni svi uvjeti koji se trenutačno primjenjuju na Zajmoprimca i/ili koji uređuju Ugovor o financiranju u odnosu na pravo Republike Hrvatske te da Ugovor o financiranju predstavlja valjanu i zakonsku obvezu Zajmoprimca izvršivu u skladu s njegovim uvjetima.

S poštovanjem,

Obrazac A/BOKVIRNI ZAJAM ZA PROJEKT „REVITALIZACIJA ŽELJEZNIČKOG SUSTAVA
REPUBLIKE HRVATSKE“⁶

I. DIO – OBRAZAC A - DIO 1.

Obrazac A – Ocjena prihvatljivosti sukladno članku 6. stavak 3. nije bila potrebna

**IZJAVA TIJELA NADLEŽNOG ZA PRAĆENJE STANJA
NA PODRUČJU OD VAŽNOSTI ZA ZAŠTITU PRIRODE⁷**

Nadležno tijelo:.....

nakon što je ispitalo prijedlog projekta⁸.....

koji će se izvoditi na:.....

izjavljuje kako nije izgledno da će projekt imati značajan utjecaj na područje iz mreže NATURA 2000 iz sljedećih razloga:

Stoga se smatra kako ocjena prihvatljivosti propisana člankom 6. stavak 3. nije potrebna.

U prilogu je sadržan zemljovid u mjerilu 1:100.000 (ili najbližem mogućem mjerilu) koji prikazuje lokaciju projekta kao i zahvaćena područja iz mreže NATURA 2000, ako takva postoje.

Datum (dd/mm/gggg):

Potpis:

Ime i prezime:

⁶ Identifikacija projekta u sustavu EIB Serapis glasi OKVIRNI ZAJAM ZA RAZVOJ ŽELJEZNICE U HRVATSKOJ

⁷ Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim prema Ramsarskoj konvenciji, područjima za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima.

⁸ Uzimajući u obzir zahtjeve iz članka 6. Stavak 3. Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore.

Dužnost:

Organizacija:

(Tijelo nadležno za praćenje stanja na područjima iz mreže NATURA 2000)

Službeni pečat:

II. DIO – OBRAZAC A - DIO 2.

Obrazac A – Procjena utjecaja na područje NATURA 2000 – Nema rizika značajnog utjecaja

**IZJAVA TIJELA NADLEŽNOG ZA PRAĆENJE STANJA
NA PODRUČJU OD VAŽNOSTI ZA ZAŠTITU PRIRODE⁹**

Nadležno tijelo.....

nakon što je ispitalo prijedlog projekta¹⁰.....

koji će se izvoditi na.....

izjavljuje kako, slijedom ocjene prihvatljivosti propisane člankom 6. stavak 3. Direktive 92/43/EEZ, projekt neće imati značajnih utjecaja na područje od važnosti za zaštitu prirode¹.

Molimo vas da iznesete sažetak zaključaka ocjene prihvatljivosti obavljene sukladno članku 6. stavak 3. Direktive 92/43/EEZ:

Molimo Vas da iznesete sažeti prikaz mjera ublažavanja neophodnih za potrebe projekta:

U prilogu je sadržan zemljovid u mjerilu 1:100.000 (ili najbližem mogućem mjerilu) koji prikazuje lokaciju projekta kao i područje od važnosti za zaštitu prirode.

Potpis:

Ime i prezime i dužnost:

Organizacija (tijelo nadležno za Praćenje stanja na područjima iz mreže NATURA 2000)

Službeni pečat:

⁹ Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim prema Ramsarskoj konvenciji, područjima za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima.

¹⁰ Uzimajući u obzir zahtjeve iz članka 6. Stavak 3. Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore.

Obrazac B – Rizik značajnog utjecaja – OBRAZAC B**PODACI TIJELA NADLEŽNOG ZA PRAĆENJE STANJA
NA PODRUČJU OD VAŽNOSTI ZA ZAŠTITU PRIRODE¹¹**

Nadležno tijelo.....

nakon što je ispitalo¹² prijedlog projekta.....

koji će se izvoditi na području.....

iznosi sljedeće podatke i dokumentaciju koja se Europskoj komisiji dostavlja (označiti odgovarajuće polje):

na uvid (čl. 6. st. 4.(1))

na davanje mišljenja (čl. 6. st. 4.(2))

Država članica:

Nadležno domaće tijelo:

Adresa:

Osoba za kontakte:

Tel., faks, e-pošta:

Datum:

Sadrži li obavijest osjetljive podatke? Ako sadrži, molimo da ih naznačite i obrazložite

¹¹ Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim prema Ramsarskoj konvenciji, područjima za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima.

¹² Uzimajući u obzir zahtjeve iz članka 6. Stavak 4. Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore.

1. PLAN ILI PROJEKT

Naziv plan/projekta:

Predlagatelj:

Sažetak plan ili projekta koji ima utjecaj na predmetno područje:

Opis i lokacija projektnih stavki i djelatnosti s potencijalnim učincima, uz točnu naznaku pogođenih područja (uključujući zemljovide):

2. OCJENA NEGATIVNIH UTJECAJA¹³

Naziv i oznaka pogođenog (pogođenih) područja iz mreže Natura 2000:

Molimo vas da označite odgovarajuće polje.

- područje posebne zaštite (**SPA**) prema Direktivi o pticama
- područje posebne zaštite/Posebno područje zaštite (**SCI/SAC**) prema Direktivi o staništima
- područje na kojem se **nalazi** neko **prioritetno** stanište/vrsta
- pogođena** su **prioritetna** staništa/vrste
- močvarno područje od međunarodne važnosti, koje je kao takvo određeno u **Ramsarskoj konvenciji** ili ispunjava uvjete za takvu zaštitu
- područje uvršteno u najnoviji popis **područja važnih za ptice** (IBA) ili (ako postoji) kakav istovrijedan iscrpniji znanstveni popis prihvaćen od domaćih nadležnih tijela
- područje na koje se primjenjuje **Bernska konvencija** o zaštiti europskih divljih vrsta i prirodnih staništa (čl. 4.), a osobito područje koje ispunjava kriterije **Smaragdne mreže**
- područja zaštićena domaćim propisima o zaštiti prirode

Ciljevi očuvanja područja i ključne značajke koje doprinose njegovoj cjelovitost:

Staništa i vrste koje će biti pogođene štetnim posljedicama (npr. naznaka njihove reprezentativnosti i, ako je je primjenjivo, čl. 17., stanja njihove očuvanosti i stupnja izoliranosti te njihovih uloga i funkcija na predmetnom području).

¹³ Napomena: Naglasak treba staviti na svoj vlastiti utjecaj na staništa i vrste zbog kojih je predmetno područje poslano za smještaj u mreži Natura 2000. Potrebno je navesti sve podatke koji bi mogli biti bitni u svakom pojedinom slučaju, ovisno o ovdašnjim uvjetima po zahvaćene vrste i staništa.

Važnost područja za staništa i vrste koje će biti pogođene (npr. obrazloženje uloge na državnoj razini i unutar biogeografske regije te u odnosu na cjelovitost mreže Natura 2000).

Opis očekivanih štetnih utjecaja (nestanak staništa/vrsta, pogoršanje stanja, uznemiravanje vrsta, izravni i neizravni učinci itd.), razmjera utjecaja (površina staništa i broja vrsta ili područja na kojima se one javljaju, a koja su pogođena projektom) važnosti i veličine (npr. razmatranje pogođene površine ili populacije u odnosu na ukupnu površinu ili populaciju na razini predmetnog područja i, možebitno cijele zemlje) te lokacije (uključujući zemljovide).

Možebitne kumulativne i ine posljedice koje bi po svoj prilici mogle nastati uslijed provedbe plana ili projekta koji je predmet ocjene u sprezi s provedbom drugih planova ili projekata.

Mjere ublažavanja predviđene projektom (opis načina na koji će se iste provesti i na koji će se time izbjeći ili umanjiti nepovoljne posljedice po predmetno područje).

3. ZAMJENSKA RJEŠENJA

Naznaka i opis mogućih zamjenskih rješenja, uključujući mogućnost neprovođenja projekta, tj. „nultu” opciju (navesti kako su utvrđena, koji su postupci i metode korišteni itd.)

Ocjena zamjenskih rješenja koja su razmotrena i obrazloženje odabranog zamjenskog rješenja (razlozi zbog kojih su nadležna domaća tijela zaključila kako ne postoje nikakva zamjenska rješenja)

4. IMPERATIVNI RAZLOZI PRETEŽUĆEG JAVNOG INTERESA

Razlog za provedbu ovog plana ili projekta unatoč njegovim negativnim utjecajima:

Imperativni razlozi pretežućeg javnog interesa, uključujući razloge društvene ili gospodarske naravi (u slučaju da nema prioritetnih staništa/vrsta)

ljudsko zdravlje

javna sigurnost

korisne posljedice od prvenstvene važnosti za okoliš

ostali imperativni razlozi pretežućeg javnog interesa

Opis i obrazloženje prevage tih razloga¹⁴:

5. KOMPENZACIJSKE MJERE¹⁵

¹⁴ Potrebna razina detaljnosti može se razlikovati ovisno o tome dostavlja li se obavijest na uvid ili radi dobivanja mišljenja.

¹⁵ Potrebna razina detaljnosti može se razlikovati ovisno o tome dostavlja li se obavijest na uvid ili radi dobivanja mišljenja.

Ciljevi, ciljna obilježja (staništa i vrsta) i ekološki procesi/funkcije koje treba kompenzirati (razlozi, zašto su te mjere prikladne za kompenziranje negativnih utjecaja)

Obuhvat kompenzacijskih mjera (površina područja, brojnost populacije)

Naznaka i lokacija područja obuhvaćenih kompenzacijskim mjerama (uključujući zemljovide)

Dosadašnje stanje i uvjeti na područjima obuhvaćenim kompenzacijskim mjerama (postojeća staništa i njihovo stanje, vrsta zemljišta, namjena zemljišta itd.)

Očekivani rezultati i obrazloženje načina na koji će se predloženim mjerama kompenzirati štetni utjecaji na cjelovitost područja i omogućiti očuvanje cjelovitosti mreže Natura 2000

Vremenski raspored oplemenjivanja kompenzacijskih mjera (uključujući dugoročnu provedbu), uz naznaku rokova u kojima se očekuje ostvarivanje očekivanih rezultata

Metode i tehnike koje se predlažu za provedbu kompenzacijskih mjera i ocjena vlastitih izvodljivosti i moguće djelotvornosti

Troškovi i financiranje predloženih kompenzacijskih mjera

Odgovornost za provedbu kompenzacijskih mjera

Praćenje provedbe kompenzacijskih mjera gdje god je to predviđeno (npr. ako postoji neizvjesnost u pogledu djelotvornosti mjera), ocjena rezultata i poduzimanje daljnjih koraka

Contract Number (FI N°) 95.797

Operation Number (Serapis N°) 2022-0660

**FRAMEWORK LOAN FOR THE PROJECT
"REVITALIZATION OF THE RAILWAY SYSTEM OF THE
REPUBLIC OF CROATIA"¹**

Finance Contract

between the

Republic of Croatia

and the

European Investment Bank

Zagreb, 17 January 2024

Luxembourg, 22 January 2024

¹ The EIB identification of the Project in Serapis is RAILWAY DEVELOPMENT FRAMEWORK LOAN CROATIA

THIS CONTRACT IS MADE BETWEEN:

The Republic of Croatia, acting by and through its Ministry of Finance, represented by Mr. Marko Primorac, the Minister of Finance,

(the "**Borrower**")

of the first part, and

the European Investment Bank having its seat at 100 blvd Konrad Adenauer, Luxembourg, L-2950 Luxembourg, represented by Mrs. Hanna Karczewska, Head of Division and by Mrs. Olga Pascenco, Loan Officer,

(the "**Bank**")

of the second part.

The Bank and the Borrower together are referred to as the "**Parties**" and any of them is a "**Party**".

WHEREAS:

- (a) The Borrower has stated that it is undertaking various investments in the railway sector in Croatia through the Ministry of the Sea, Transport and Infrastructure as the promoter (the "**Promoter**"), mainly in sustainable transport systems in the railway sector, through the rehabilitation, modernisation, expansion and improvement of the railway infrastructure and the rolling stock, and related to the EU financing perspective for the Borrower, including EU funding from the Operational Program 2021-2027, the Recovery and Resilience Facility (RRF), the Connecting Europe Facility and other EU envelopes, as more particularly described in the technical description (the "**Technical Description**") set out in Schedule A.1. All such investment schemes (each hereinafter referred to as the "**Scheme**"), which are the subject of the Letter(s) of Allocation from the Bank shall collectively constitute and be hereinafter collectively referred to as the project (the "**Project**") and shall be carried out and managed by HŽ Infrastruktura d.o.o. (HŽI) for infrastructure projects and HŽ Putnički prijevoz d.o.o. (HŽPP) for passenger rolling stock.
- (b) The total cost of the Project, as estimated by the Bank, is EUR 2,600,000,000 (two billion and six hundred million euros) and the Borrower has stated that it intends to finance the Project as follows:

Source	Amount (EUR million)
Credit(s) from the Bank	900 (of which a Credit in an amount of EUR 400,000,000 is made available under this Contract)
Own funds, EU Funds (as defined below) and other sources	1,700
TOTAL	2,600

- (c) In order to fulfil the financing plan set out in Recital (b), the Borrower has requested from the Bank a credit of EUR 900,000,000 (nine hundred million euros).
- (d) The Bank, considering that the financing of the Project falls within the scope of its functions, and having regard to the statements and facts cited in these Recitals, has decided to approve the Framework Loan in an amount of EUR 900,000,000 (nine hundred million euros) (the "**Approved Credit**") and to give immediate effect to the Borrower's request providing to it a credit in an amount of EUR 400,000,000 (four hundred million euros) for the rehabilitation, modernisation, expansion and improvement of the railway infrastructure to be carried out by HŽI and passenger rolling stock to be carried out by HŽPP under this first finance contract (the "**Contract**"). The remaining part of the Approved Credit in the amount of EUR 500,000,000 (five hundred million euros) is going to be the subject of subsequent finance contract(s) in connection with the implementation of the aforementioned Project. The Borrower shall ensure that prior to disbursement of the last EUR 90,000,000 (ninety million euros) of the Approved Credit, the full amount of the loans disbursed under the EIB Finance Contracts when aggregated with the amount of any proposed tranche, have been fully allocated to Schemes relating to the Project.
- (e) The Ministry of Finance, represented by the Minister of Finance, Mr. Marko Primorac, has been authorised to sign this Contract on behalf of the Borrower.
- (f) The Borrower acknowledges the Bank's preferred creditor status as an international financial institution.
- (g) 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 Union; and, accordingly, the terms and conditions of the Bank's loan operations must be consistent with relevant policies of the European Union.

- (h) The financing of the Project includes certain EU Funds and state subsidies or grants and the provision of such funds has been duly authorised and will be provided in compliance with all relevant EU Law, including that on state aid.
- (i) The Bank considers that access to information plays an essential role in the reduction of environmental and social risks, including human rights violations, linked to the projects it finances and has therefore established its transparency policy, the purpose of which is to enhance the accountability of the Bank's group towards its stakeholders and the citizens of the European Union in general.
- (j) The processing of personal data shall be carried out by the Bank in accordance with applicable EU Law on the protection of individuals with regard to the processing of personal data by the European Union institutions and bodies and on the free movement of such data. For the purposes of the GDPR (as defined below) and Regulation (EU) 2018/1725, the Parties acknowledge that each Party will act as an independent controller, and not a processor on behalf of or joint controller with the other Party, when processing personal data in connection with this Contract.
- (k) The Bank supports the implementation of international and European Union standards in the field of anti-money laundering and countering the financing of terrorism and promotes tax good governance standards. It has established policies and procedures to avoid the risk of misuse of its funds for purposes which are illegal or abusive in relation to applicable laws. The Bank's group statement on tax fraud, tax evasion, tax avoidance, aggressive tax planning, money laundering and financing of terrorism is available on the Bank's website and offers further guidance to the Bank's contracting counterparties.

NOW THEREFORE it is hereby agreed as follows:

INTERPRETATION AND DEFINITIONS

Interpretation

In this Contract:

- (a) references to "Articles", "Recitals", "Schedules" and "Annexes" are, save if explicitly stipulated otherwise, references respectively to articles of, and recitals, schedules and annexes to this Contract;
- (b) references to "law" or "laws" mean:
 - (i) any applicable law and any applicable treaty, constitution, statute, legislation, decree, normative act, rule, regulation, judgement, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which is binding or applicable case law; and
 - (ii) EU Law;
- (c) references to "applicable law", "applicable laws" or "applicable jurisdiction" mean:
 - (i) a law or jurisdiction applicable to the Borrower, its rights and/or obligations (in each case arising out of or in connection with this Contract), its capacity and/or assets and/or the Project; and/or, as applicable
 - (ii) a law or jurisdiction (including in each case the Bank's Statute) applicable to the Bank, its rights, obligations, capacity and/or assets;
- (d) references to a provision of law or a treaty are references to that provision as amended or re-enacted;
- (e) references to any other agreement or instrument are references to that other agreement or instrument as amended, novated, supplemented, extended or restated;
- (f) words and expressions in plural shall include singular and vice versa;
- (g) terms defined in the GDPR (as defined below), including the terms "controller", "data subject", "personal data", "processing", and "processor", have the same meanings when used in Recital (j) or Article 6.9 of this Contract;
- (h) references to "month" mean a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that and subject to the definition of Payment Date, Article članak 5 and Prilog B and unless provided otherwise in this Contract:
 - (i) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and
 - (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (i) a reference in this Contract to a page or screen of an information service displaying a rate shall include:
 - (i) any replacement page of that information service which displays that rate; and
 - (ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,
 and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Bank.

Definitions

In this Contract:

"**Affected Scheme**" has the meaning given to it in Article 4.3.A(5).

"**Agreed Deferred Disbursement Date**" has the meaning given to it in Article 1.5.A(2)(b).

"**Allocation Period**" has the meaning given to it in Article 1.9.A.

"**Allocation Request**" has the meaning given to it in Article 1.9.A.

"**AML Criminal Law Directive**" means Directive (EU) 2018/1673 of the European Parliament and of the Council of 23 October 2018 on combating money laundering by criminal law, as amended, supplemented or restated.

"**AML Directives**" means the 4th and 5th AML Directives and the AML Criminal Law Directive.

"**4th and 5th AML Directives**" means Directive 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, as amended by Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018, as amended, supplemented or restated.

"**Approved Credit**" has the meaning given to it in Recital (d).

"**Authorisation**" means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Authorised Signatory**" means a person authorised to sign individually or jointly (as the case may be) Disbursement Requests on behalf of the Borrower and named in the most recent List of Authorised Signatories and Accounts received by the Bank prior to the receipt of the relevant Disbursement Request.

"**Birds Directive**" means the Directive 2009/147/EC of the European Parliament and of the Council on the conservation of wild birds of 30 November 2009, as amended, supplemented or restated.

"**Business Day**" means a day (other than a Saturday or Sunday) on which the Bank and commercial banks are open for general business in Luxembourg.

"**Cancelled Tranche**" has the meaning given to it in Article 1.6.C(2)(a).

"**Change-of-Law Event**" has the meaning given to it in Article 4.3.A(2).

"**Constitution of the Republic of Croatia**" means the Constitution of the Republic of Croatia as published in the Official Gazette no. 85/10 – consolidated text and 5/14 – Decision of the Constitutional Court of the Republic of Croatia, as amended, supplemented or restated.

"**Contract**" has the meaning given to it in Recital (d).

"**Contract Number**" means the Bank generated number identifying this Contract and indicated on the cover page of this Contract after the letters "FI N°".

"**Credit**" has the meaning given to it in Article 1.1.

"**Debt Instrument**" has the meaning given to it in Article 7.1.

"**Deferment Fee**" means a fee calculated on the amount of a Notified Tranche deferred or suspended at the rate of the higher of:

- (a) 0.125% (12.5 basis points), per annum; and
- (b) the percentage rate by which:
 - (i) the interest rate that would have been applicable to such Tranche had it been disbursed to the Borrower on the Scheduled Disbursement Date, exceeds
 - (ii) the EURIBOR (one month rate) less 0.125% (12.5 basis points), unless such rate is less than zero in which case it shall be set at zero.

Such fee shall accrue from the Scheduled Disbursement Date to the Disbursement Date or, as the case may be, until the date of cancellation of the Notified Tranche in accordance with this Contract.

"Disbursement Account" means, in respect of each Tranche, the bank account to which disbursements may be made under this Contract, as set out in the most recent List of Authorised Signatories and Accounts.

"Disbursement Date" means the date on which disbursement of a Tranche is made by the Bank.

"Disbursement Notice" means a notice from the Bank to the Borrower pursuant to and in accordance with Article 1.2.C.

"Disbursement Request" means a notice substantially in the form set out in 0.

"Dispute" has the meaning given to it in Article 11.2.

"Disruption Event" means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Contract; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of either the Bank or the Borrower, preventing that Party from:
 - (i) performing its payment obligations under this Contract; or
 - (ii) communicating with the other Party,

and which disruption (in either such case as per (a) or (b) above) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"EIA" means the Environmental Impact Assessment in the meaning of the EIA Directive.

"EIA Directive" means the Directive 2014/52/EU of the European Parliament and of the Council of 16 April 2014 amending Directive 2011/92/EU on the assessment of the effects of certain public and private projects on the environment, as amended, supplemented or restated.

"EIB Finance Contracts" means this Contract and any other finance contract between the Bank and the Borrower having the same Operation Number as this Contract.

"EIB Funds" means the Credit made available hereunder and any other funds made available by the Bank for the purpose of the Project under any EIB Finance Contract.

"Environment" means the following:

- (a) fauna and flora, living organisms including the ecological systems;
- (b) land, soil, water (including marine and coastal waters), air, climate and the landscape (natural or man-made structures, whether above or below ground);
- (c) cultural heritage (natural, tangible and intangible);
- (d) the built environment; and
- (e) human health and wellbeing.

"Environmental and Social Approval" means any Authorisation required by Environmental and Social Law.

"Environmental or Social Claim" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental and Social Law.

"Environmental and Social Law" means:

- (a) EU Law, including principles and standards;
- (b) the laws and regulations of the Republic of Croatia; and

(c) applicable international treaties,

in each case of which a principal objective is the preservation, protection or improvement of the Environment and/or the protection or improvement of Social Matters.

"EU Funds" means any and all funds from the European Union.

"EU Funds Event" has the meaning given to it in Article 4.3.A(5)(c).

"EU Law" means the *acquis communautaire* of the European Union as expressed through the Treaties of the European Union, the regulations, directives, delegated acts, implementing acts, principles, decisions and the case law of the Court of Justice of the European Union.

"EU Commission" means the Commission of the European Union.

"EUR" or **"euro"** means the lawful currency of the Member States of the European Union, which adopt or have adopted it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union or their succeeding treaties.

"EURIBOR" has the meaning given to it in Prilog B.

"EU Sanctions" has the meaning set out in limb (b) of the definition of Sanctions.

"Event of Default" means any of the circumstances, events or occurrences specified in Article članak 10.

"Exclusion Policy" means the European Investment Bank Exclusion Policy as published on the Bank's website.

"Final Availability Date" means the date falling 60 (sixty) months after the signature of 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 the currency of the Tranche and bearing equivalent terms for the repayment of capital and the payment of interest. Such rate shall not be of negative value.

"Fixed Rate Tranche" means a Tranche on which the Fixed Rate is applied.

"Floating Rate" means a fixed-spread floating annual interest rate, determined by the Bank for each successive Floating Rate Reference Period equal to the EURIBOR plus the Spread. If the Floating Rate for any Floating Rate Reference Period is calculated to be below zero, it will be set at zero.

"Floating Rate Reference Period" means each period from one Payment Date to the next relevant Payment Date; the first Floating Rate Reference Period shall commence on the date of disbursement of the Tranche.

"Floating Rate Tranche" means a Tranche on which the Floating Rate is applied.

"GDPR" means General Data Protection Regulation (EU) 2016/679, as amended, supplemented or restated.

"Habitats Directive" means the Directive 92/43/EEC of 21 May 1992 of the Council on the conservation of natural habitats and of wild fauna and flora, as amended, supplemented or restated.

"Illegal Activity" means any of the following illegal activities or activities carried out for illegal purposes according to applicable laws in any of the following areas: (i) fraud, corruption, coercion, collusion or obstruction, (ii) money laundering, financing of terrorism or tax crimes each as defined in the AML Directives, and (iii) other illegal activity against the financial interests of the European Union as defined in the PIF Directive.

"Illegality Event" has the meaning given to it in Article 4.3.A(3).

"Indemnifiable Prepayment Event" means a Prepayment Event other than the Illegality Event.

"Interest Revision/Conversion" means the determination of new financial conditions relative to the interest rate, specifically the same interest rate basis ("**revision**") or a different interest rate basis ("**conversion**") which can be offered for the remaining term of a Tranche or until the next Interest Revision/Conversion Date, if any.

"Interest Revision/Conversion Date" means the date, which shall be a Payment Date, specified by the Bank pursuant to Article 1.2.C in the Disbursement Notice.

"Interest Revision/Conversion Proposal" means a proposal made by the Bank under Prilog D.

"Interest Revision/Conversion Request" means a written notice from the Borrower, delivered at least 75 (seventy-five) days before an Interest Revision/Conversion Date, requesting the Bank to submit to it an Interest Revision/Conversion Proposal. The Interest Revision/Conversion Request shall also specify:

- (a) the Payment Dates chosen in accordance with the provisions of Article članak 3;
- (b) the amount of the Tranche for which the Interest Revision/Conversion shall apply; and
- (c) any further Interest Revision/Conversion Date chosen in accordance with Article članak 3.

"Law on the Conclusion and Execution of Treaties" means the Croatian Law on the conclusion and execution of treaties published in the Official Gazette no. 28/96 of 20 April 1996, as amended, supplemented or restated.

"Letter of Allocation" has the meaning given to it Article 1.9.B(d).

"List of Authorised Signatories and Accounts" means a list, in form and substance satisfactory to the Bank, setting out:

- (a) the Authorised Signatories accompanied by evidence of signing authority of the persons named on the list and specifying if they have individual or joint signing authority;
- (b) the specimen signatures of such persons;
- (c) the bank account(s) to which disbursements may be made under this Contract (specified by IBAN code if the country is included in the IBAN Registry published by SWIFT, or in the appropriate account format in line with the local banking practice), BIC/SWIFT code of the bank and the name of the bank account(s) beneficiary, together with evidence that such account(s) have been opened in the name of the beneficiary; and
- (d) the bank account(s) from which payments under this Contract will be made by the Borrower (specified by IBAN code if the country is included in the IBAN Registry published by SWIFT, or in the appropriate account format in line with the local banking practice), BIC/SWIFT code of the bank and the name of the bank account(s) beneficiary, together with evidence that such account(s) have been opened in the name of the beneficiary.

"Loan" means the aggregate of the amounts disbursed from time to time by the Bank under this Contract.

"Loan Outstanding" means the aggregate of the amounts disbursed from time to time by the Bank under this Contract that remains outstanding.

"Market Disruption Event" means any of the following circumstances:

- (a) there are, in the opinion of the Bank, events or circumstances adversely affecting the Bank's access to its sources of funding;
- (b) in the opinion of the Bank, funds are not available from the Bank's ordinary sources of funding in order to adequately fund a Tranche in the relevant currency and/or for the relevant maturity and/or in relation to the reimbursement profile of such Tranche; or
- (c) in relation to a Floating Rate Tranche:

- (i) the cost to the Bank of obtaining funds from its sources of funding, as determined by the Bank, for a period equal to the Floating Rate Reference Period of such Tranche (i.e. in the money market) would be in excess of the EURIBOR; or
- (ii) the Bank determines that adequate and fair means do not exist for ascertaining the EURIBOR.

"Material Adverse Change" means, in relation to the Borrower any event or change of condition affecting the Borrower, which, in the opinion of the Bank:

- (a) materially impairs the ability of the Borrower to perform its financial or any of its other obligations under this Contract;
- (b) materially impairs the prospects or financial condition of the Borrower; or
- (c) adversely affects any security provided by the Borrower.

"Maturity Date" means the last Repayment Date of a Tranche specified pursuant to Article članak 4A(b)(iv) or the sole Repayment Date of a Tranche specified pursuant to Article 4.1.B.

"Notified Tranche" means a Tranche in respect of which the Bank has issued a Disbursement Notice.

"Payment Account" means the bank account from which payments under this Contract will be made by the Borrower, as set out in the most recent List of Authorised Signatories and Accounts.

"Payment Date" means the annual, semi-annual or quarterly dates specified in the Disbursement Notice until and including the Interest Revision/Conversion Date, if any, or the Maturity Date, save that, in case any such date is not a Relevant Business Day, it means:

- (a) for a Fixed Rate Tranche, either:
 - (i) the following Relevant Business Day, without adjustment to the interest due under Article članak 3;
 - (ii) the preceding Relevant Business Day with adjustment (but only to the amount of interest due under Article članak 3 that accrued over the last interest period), in case repayment of principal is made in a single instalment in accordance with Prilog D point C; and
- (b) for a Floating Rate Tranche, the following Relevant Business Day in that month or, failing that, the nearest preceding Relevant Business Day, in all cases with corresponding adjustment to the interest due under Article članak 3.

"PIF Directive" means Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law, as amended, supplemented or restated.

"Prepayment Amount" means the amount of a Tranche to be prepaid by the Borrower in accordance with Article 4.2.A or Article 4.3.A, as applicable.

"Prepayment Date" means the date, as requested by the Borrower and agreed by the Bank or indicated by the Bank (as applicable) on which the Borrower shall effect prepayment of a Prepayment Amount.

"Prepayment Event" means any of the events described in Article 4.3.A.

"Prepayment Indemnity" means in respect of any principal amount to be prepaid, the amount communicated by the Bank to the Borrower as the present value (calculated as of the Prepayment Date) of the excess, if any, of:

- (a) the interest that would accrue thereafter on the Prepayment Amount over the period from the Prepayment Date to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not prepaid; over
- (b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.19% (nineteen basis points).

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

"Prepayment Notice" means a written notice from the Bank to the Borrower in accordance with Article 4.2.C.

"Prepayment Request" means a written request from the Borrower to the Bank to prepay all or part of the Loan Outstanding, in accordance with Article 4.2.A.

"Project Agreement" means the agreement to be entered into between HŽI, HŽPP the Ministry of the Sea, Transport and Infrastructure and the Ministry of Finance, providing for the tasks and roles of the HŽI, HŽPP, the Ministry of the Sea, Transport and Infrastructure and the Ministry of Finance with respect to the Project and the Loan.

"Project Company" means HŽI for carrying out and managing infrastructure Schemes and HŽPP for carrying out and managing passenger rolling stock Schemes or any of their successors or other companies designated by the Borrower to carry out any of the Schemes under the Project.

"Project Cost Reduction Event" has the meaning given to it in Article 4.3.A(1).

"Public Tender" means the public tender (or open competition on the basis of Regulation 1370/2007 EU) process for the new Public Service Contracts (as defined below) with the Borrower (represented by the Promoter (or its legal successor for this purpose) in respect of railway public transportation).

"Public Service Contract" or **"PSC"** means the public service contracts concerning the Project entered or to be entered into between HŽPP or any other transport operating company and the Borrower (represented by the Promoter (or its legal successor for this purpose) for public passenger transport service by rail on the basis of, and complying with, the Regulation 1370/2007 EU.

"Redeployment Rate" means the fixed annual rate determined by the Bank, being a rate which the Bank would apply on the day of the indemnity calculation to a loan that has the same currency, the same terms for the payment of interest and the same repayment profile to the Interest Revision/Conversion Date, if any, or the Maturity Date as the Tranche in respect of which a prepayment or cancellation is proposed or requested to be made. Such rate shall not be of negative value.

"Regulation 1370/2007 EU" means Regulation (EC) No. 1370/2007 of the European Parliament and of the Council of 23 October 2007 on public passenger transport services by rail and by road and repealing Council Regulations (EEC) Nos 1191/69 and 1107/70, as amended, supplemented and restated, including by Regulation (EU) 2016/2338 of the European Parliament and of the Council of 14 December 2016 amending Regulation (EC) No. 1370/2007 concerning the opening of the market for domestic passenger transport services by rail.

"Relevant Business Day" means a day on which real time gross settlement system operated by the Eurosystem (T2), or any successor system, is open for settlement of payments in EUR.

"Relevant Person" means:

- (a) with respect to the Borrower, any ministries, other central executive government bodies, central bank or other governmental sub-divisions and any of their officials or representatives, or any other person acting for it, on its behalf or under its control, having the authority to manage and/or supervise the Credit, the Loan or the Project or any Scheme; or
- (b) with respect to the Project Company, any member of its management bodies or any of its employees or any other person acting for it, on its behalf or under its control, having the power to give material directions and/or exercise material control with respect to the Credit, the Loan or any Scheme.

"Repayment Date" means each of the Payment Dates specified for the repayment of the principal of a Tranche in the Disbursement Notice, in accordance with Article 4.

"Requested Deferred Disbursement Date" has the meaning given to it in Article 1.5.A(1)(a)(ii).

"Sanctions" means the economic or financial sanctions laws, regulations, trade embargoes or other restrictive measures (including, in particular, but not limited to, measures in relation to the financing of terrorism) enacted, administered, implemented and/or enforced from time to time by any of the following:

- (a) the United Nations, including, *inter alia*, the United Nations Security Council;
- (b) the European Union, including, *inter alia*, the Council of the European Union and the European Commission, and any other competent bodies/institutions or agencies of the European Union;
- (c) the government of the United States of America, and any department, division, agency, or office thereof, including, *inter alia*, the Office of Foreign Asset Control (OFAC) of the United States Department of the Treasury, the United States Department of State and/or the United States Department of Commerce; and
- (d) the government of the United Kingdom, and any department, division, agency, office or authority, including, *inter alia*, the Office of Financial Sanctions Implementation of His Majesty's Treasury and the Department for International Trade of the United Kingdom.

"Scheduled Disbursement Date" means the date on which a Tranche is scheduled to be disbursed in accordance with Article 1.2.C.

"Scheme" has the meaning given to it in Recital (a).

"Security" means any mortgage, pledge, lien, charge, assignment, hypothecation, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Social Matters" means all, or any of, the following:

- (a) labour and working conditions;
- (b) occupational health and safety;
- (c) rights and interests of vulnerable groups;
- (d) rights and interests of indigenous peoples;
- (e) gender equality;
- (f) public health, safety and security;
- (g) avoidance of forced evictions and alleviation of hardship arising from involuntary resettlement; and
- (h) stakeholder engagement.

"Spread" means the fixed spread (being of either positive or negative value) to the EURIBOR, as determined by the Bank and notified to the Borrower in the relevant Disbursement Notice, or in the Interest Revision/Conversion Proposal.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Technical Description" has the meaning given to it in Recital (a).

"Tranche" means each disbursement made or to be made under this Contract. In case no Disbursement Notice has been delivered, Tranche shall mean a Tranche as requested under Article 1.2.B.

ARTICLE 1

Credit and Disbursements

1.1 Amount of Credit

By this Contract the Bank establishes in favour of the Borrower, and the Borrower accepts, a credit in an amount equivalent to EUR 400,000,000 (four hundred million euros) for the financing of the Project (the "**Credit**").

1.2 Disbursement procedure

1.2.A Tranches

The Bank shall disburse the Credit in up to 10 (ten) Tranches. The amount of each Tranche shall be in a minimum amount of EUR 40,000,000.00 (forty million euros) or (if less) the entire undrawn balance of the Credit.

The First Tranche shall be in a maximum amount not exceeding EUR 270,000,000 (two hundred and seventy million euros).

1.2.B Disbursement Request

(a) The Borrower may present to the Bank a Disbursement Request for the disbursement of a Tranche, such Disbursement Request to be received at the latest 15 (fifteen) days before the Final Availability Date. The Disbursement Request shall be in the form set out in 0 and shall specify:

- (i) the amount and currency of the Tranche;
- (ii) the preferred disbursement date for the Tranche; such preferred disbursement date must be a Relevant Business Day falling at least 15 (fifteen) days after the date of the Disbursement Request and, in any event, on or before the Final Availability Date. It being understood that notwithstanding the Final Availability Date the Bank may set the disbursement date for the Tranche at a date falling up to 4 (four) months from the date of the Disbursement Request;
- (iii) whether the Tranche is a Fixed Rate Tranche or a Floating Rate Tranche, each pursuant to the relevant provisions of Article članak 3;
- (iv) the preferred interest payment periodicity for the Tranche, chosen in accordance with Article članak 3;
- (v) the preferred terms for repayment of principal for the Tranche, chosen in accordance with Article članak 4;
- (vi) the preferred first and last dates for repayment of principal for the Tranche;
- (vii) the Borrower's choice of Interest Revision/Conversion Date, if any, for the Tranche; and
- (viii) the Disbursement Account to which the disbursement of the Tranche should be made in accordance with Article 1.2.D.

(b) If the Bank, following a request by the Borrower, has provided the Borrower, before the submission of the Disbursement Request, with a non-binding fixed interest rate or spread quotation to be applicable to the Tranche, the Borrower may also at its discretion specify in the Disbursement Request such quotation, that is to say:

- (i) in the case of a Fixed Rate Tranche, the aforementioned fixed interest rate previously quoted by the Bank; or
- (ii) in the case of a Floating Rate Tranche, the aforementioned spread previously quoted by the Bank,

applicable to the Tranche until the Maturity Date or until the Interest Revision/Conversion Date, if any.

- (c) Each Disbursement Request shall be signed by an Authorised Signatory.
- (d) The Bank may rely on the information set out in the most recent List of Authorised Signatories and Accounts provided to the Bank by the Borrower.
- (e) If a Disbursement Request is signed by a person defined as Authorised Signatory under the most recent List of Authorised Signatories and Accounts provided to the Bank by the Borrower, the Bank may assume that such person has the power to sign and deliver in the name and on behalf of the Borrower such Disbursement Request.
- (f) Subject to Article 1.2.C(b), each Disbursement Request is irrevocable.

1.2.C Disbursement Notice

- (a) Not less than 10 (ten) days before the proposed Scheduled Disbursement Date of a Tranche the Bank shall, if the Disbursement Request conforms to Article 1.2, deliver to the Borrower a Disbursement Notice which shall specify:
 - (i) the currency and amount of the Tranche;
 - (ii) the Scheduled Disbursement Date;
 - (iii) the interest rate basis for the Tranche, being:
 - (1) a Fixed Rate Tranche; or
 - (2) a Floating Rate Tranche,
 all pursuant to the relevant provisions of Article članak 3;
 - (iv) the Payment Dates and the first interest Payment Date for the Tranche;
 - (v) the terms for repayment of principal for the Tranche, in accordance with the provisions of Article članak 4;
 - (vi) the Repayment Dates and the first and the last Repayment Date for the Tranche;
 - (vii) the Interest Revision/Conversion Date, if requested by the Borrower, for the Tranche; and
 - (viii) for a Fixed Rate Tranche the Fixed Rate and for a Floating Rate Tranche the Spread applicable to the Tranche until the Interest Revision/Conversion Date, if any or until the Maturity Date.
- (b) If one or more conditions specified in the Disbursement Notice received by the Borrower does not conform to the corresponding condition, if any, in the Disbursement Request, the Borrower may revoke its Disbursement Request by a written notice to be received by the Bank not later than 12h00 noon Luxembourg time on the next business day when the Bank is open for general business and thereupon the Disbursement Request and the Disbursement Notice shall be of no effect. If the Borrower has not revoked the Disbursement Request in writing and within the deadline indicated above, the Borrower shall be deemed to have accepted all conditions specified in the Disbursement Notice.
- (c) If the Borrower has not specified in the Disbursement Request the fixed interest rate or spread referred to in Article 1.2.B(b), the Borrower will be deemed to have agreed in advance to the Fixed Rate or Spread as subsequently specified in the Disbursement Notice.

1.2.D Disbursement Account

Disbursement shall be made to the Disbursement Account specified in the relevant Disbursement Request, provided that such Disbursement Account is acceptable to the Bank.

Notwithstanding Article 5.2(e), the Borrower acknowledges that payments to a Disbursement Account notified by the Borrower shall constitute disbursements under this Contract as if they had been made to the Borrower's own bank account.

Only one Disbursement Account may be specified for each Tranche.

1.3 Currency of disbursement

The disbursement of each Tranche shall be made in EUR.

1.4 Conditions of disbursement**1.4.A Condition precedent to the first Disbursement Request**

The Bank shall have received from the Borrower in form and substance satisfactory to the Bank:

- (a) evidence that the execution of this Contract by the Borrower has been duly authorised and that the person or persons signing this Contract on behalf of the Borrower is/are duly authorised to do so together with the specimen signature of each such person or persons; and
- (b) at least 2 (two) originals of this Contract duly executed by all Parties; and
- (c) the List of Authorised Signatories and Accounts,

prior to a presentation of a Disbursement Request by the Borrower. Any Disbursement Request made by the Borrower without the above documents having been received by the Bank and to its satisfaction shall be deemed not made.

1.4.B First Tranche

The disbursement of the first Tranche under Article 1.2 is conditional upon receipt by the Bank, in form and substance satisfactory to it, on or before the date falling 5 (five) Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche, of the following documents or evidence:

- (a) evidence that the Borrower has obtained all necessary Authorisations, required in connection with the Project;
- (b) a legal opinion, in the English language, issued by the Croatian Minister of Justice on the due execution of this Contract by the Borrower and on the validity and enforceability under Croatian law of the Borrower's obligations under this Contract, substantially in the form set out in Annex I; and
- (c) evidence that the Project Agreement was duly executed and remains in place.

1.4.C Second and subsequent Tranches

The disbursement of second and subsequent Tranches under Article 1.2, is conditional upon receipt by the Bank in form and substance satisfactory to it, at least 5 (five) Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche, of a written evidence demonstrating that:

- (a) at least 80% (eighty per cent) of the Loan has been allocated to Scheme(s) subject to the Letter(s) of Allocation; and
- (b) at least 50% (fifty per cent) of the Loan has been paid out towards any expenditure incurred with respect to the Scheme(s) subject to the Letter(s) of Allocation.

1.4.D All Tranches

The disbursement of each Tranche under Article 1.2, including the first, is subject to the following conditions:

- (a) that the Bank has received, in form and substance satisfactory to it, on or before the date falling 5 (five) Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche, of the following documents or evidence:

- (i) evidence that the Borrower has obtained all necessary Authorisations, required in connection with the borrowing of the Credit on the terms and conditions hereof, including the terms of the relevant Disbursement Notice;
 - (ii) a certificate from the Borrower in the form of Schedule 0 signed by the Authorised Signatories in accordance with the general representation rules applicable to the Borrower and dated no earlier than the date falling 30 (thirty) days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively);
 - (iii) a copy of any other authorisation or other document, opinion or assurance which the Bank has notified the Borrower is necessary or desirable in connection with the entry into and performance of, and the transactions contemplated by, this Contract or the legality, validity, binding effect or enforceability of the same; and
 - (iv) for any Scheme to be financed with the requested Tranche with the likely total cost equal to or in excess of an equivalent of EUR 50,000,000 (fifty million euros) any documentation, as individually indicated by the Bank to the Borrower, which may be deemed necessary by the Bank for individual appraisal of any such Scheme and the approval thereof by the Bank's governing bodies; and
 - (v) for any Tranche used to finance Schemes relating to rolling stock or maintenance facilities considered installations necessary for operating passenger transport services implemented by HŽPP, a copy of the current Public Service Contract or equivalent and any further evidence, if needed, that there are no outstanding state aid issues related to such Schemes;
- (b) that on the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, on the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche:
- (i) the representations and warranties which are repeated pursuant to Article 6.10 are correct in all material respects; and
 - (ii) no event or circumstance which constitutes or would with the passage of time or the giving of notice or the making of any determination under this Contract (or any combination of the foregoing) constitute:
 - (1) an Event of Default; or
 - (2) a Prepayment Event,
 has occurred and is continuing unremedied or unwaived or would result from the disbursement of the proposed Tranche.

1.5 Deferment of disbursement

1.5.A Grounds for deferment

1.5.A(1) BORROWER'S REQUEST

- (a) The Borrower may send a written request to the Bank requesting the deferral of the disbursement of a Notified Tranche. The written request must be received by the Bank at least 5 (five) Business Days before the Scheduled Disbursement Date of the Notified Tranche and specify:
 - (i) whether the Borrower would like to defer the disbursement in whole or in part, and if in part, the amount to be deferred; and
 - (ii) the date until which the Borrower would like to defer a disbursement of the above amount (the "**Requested Deferred Disbursement Date**"), which must be a date, falling not later than:
 - (1) 6 (six) months from its Scheduled Disbursement Date;
 - (2) 30 (thirty) days prior to the first Repayment Date; and

(3) the Final Availability Date.

(b) Upon receipt of such a written request, the Bank shall defer the disbursement of the relevant amount until the Requested Deferred Disbursement Date.

1.5.A(2) FAILURE TO SATISFY CONDITIONS TO DISBURSEMENT

(a) The disbursement of a Notified Tranche shall be deferred if any condition for disbursement of such Notified Tranche referred to in Article 1.4 is not fulfilled both:

- (i) at the date specified for fulfilment of such condition in Article 1.4; and
- (ii) at its Scheduled Disbursement Date (or, where the Scheduled Disbursement Date has been deferred previously, the date expected for disbursement).

(b) The Bank and the Borrower shall agree the date until which the disbursement of such Notified Tranche shall be deferred (the "**Agreed Deferred Disbursement Date**"), which must be a date falling:

- (i) not earlier than 5 (five) Business Days following the fulfilment of all conditions of disbursement; and
- (ii) not later than the Final Availability Date.

(c) Without prejudice to the Bank's right to suspend and/or cancel the undisbursed portion of the Credit in whole or in part pursuant to Article 1.6.B, the Bank shall defer disbursement of such Notified Tranche until the Agreed Deferred Disbursement Date.

1.5.A(3) DEFERMENT FEE

If disbursement of a Notified Tranche is deferred pursuant to paragraphs 1.5.A(1) or 1.5.A(2) above, the Borrower shall pay the Deferment Fee.

1.5.B Cancellation of a disbursement deferred by 6 (six) months

If a disbursement has been deferred by more than 6 (six) months in aggregate pursuant to Article 1.5.A, the Bank may notify the Borrower in writing that such disbursement shall be cancelled and such cancellation shall take effect on the date of such written notification. The amount of the disbursement which is cancelled by the Bank pursuant to this Article 1.5.B shall remain available for disbursement under Article 1.2.

1.6 Cancellation and suspension

1.6.A Borrower's right to cancel

(a) The Borrower may send a written notice to the Bank requesting a cancellation of the undisbursed Credit or a portion thereof.

(b) In its written notice, the Borrower:

- (i) must specify whether the Credit shall be cancelled in whole or in part and, if in part, the amount of the Credit to be cancelled; and
- (ii) must not request any cancellation of:

- (1) a Notified Tranche which has a Scheduled Disbursement Date falling within 5 (five) Business Days of the date of such written notice; or
- (2) a Tranche in respect of which a Disbursement Request has been submitted but no Disbursement Notice has been issued by the Bank.

(c) Upon receipt of such written notice, the Bank shall cancel the requested portion of the Credit with immediate effect.

1.6.B Bank's right to suspend and cancel

(a) At any time upon the occurrence of the following events, the Bank may notify the Borrower in writing that the undisbursed portion of the Credit shall be suspended and/or (except upon the occurrence of a Market Disruption Event) cancelled in whole or in part:

- (i) a Prepayment Event;
 - (ii) an Event of Default;
 - (iii) an event or circumstance which would with the passage of time or the giving of notice or the making of any determination under this Contract (or any combination of the foregoing) constitute a Prepayment Event or an Event of Default; or
 - (iv) a Market Disruption Event provided the Bank has not issued a Disbursement Notice.
- (b) On the date of such written notification from the Bank, the relevant portion of the Credit shall be suspended and/or cancelled with immediate effect. Any suspension shall continue until the Bank ends the suspension or cancels the suspended amount.

1.6.C Indemnity for suspension and cancellation of a Tranche

1.6.C(1) SUSPENSION

If the Bank suspends a Notified Tranche upon the occurrence of an Indemnifiable Prepayment Event or an Event of Default or of an event or circumstance which would (with the passage of time or the giving of notice or the making of any determination under this Contract or any combination of the foregoing) constitute an Indemnifiable Prepayment Event or an Event of Default, the Borrower shall pay to the Bank the Deferment Fee calculated on the amount of such Notified Tranche.

1.6.C(2) CANCELLATION

- (a) If a Notified Tranche which is a Fixed Rate Tranche (the "**Cancelled Tranche**") is cancelled:
- (i) by the Borrower pursuant to Article 1.6.A; or
 - (ii) by the Bank upon an Indemnifiable Prepayment Event or an event or circumstance which would (with the passage of time or the giving of notice or the making of any determination under this Contract or any combination of the foregoing) constitute an Indemnifiable Prepayment Event or pursuant to Article 1.5.B,

the Borrower shall pay to the Bank an indemnity on such Cancelled Tranche.

- (b) Such indemnity shall be:
- (i) calculated assuming that the Cancelled Tranche had been disbursed and repaid on the same Scheduled Disbursement Date or, to the extent the disbursement of the Tranche is currently deferred or suspended, on the date of the cancellation notice; and
 - (ii) in the amount communicated by the Bank to the Borrower as the present value (calculated as of the date of cancellation) of the excess, if any, of:
 - (1) the interest that would accrue thereafter on the Cancelled Tranche over the period from the date of cancellation pursuant to this Article 1.6.C(2), to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not cancelled; over
 - (2) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.19% (nineteen basis points).

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

- (c) If the Bank cancels any Notified Tranche upon the occurrence of an Event of Default, the Borrower shall indemnify the Bank in accordance with Article 10.3.

1.7 Cancellation after expiry of the Credit

On the day following the Final Availability Date, unless otherwise specifically notified in writing by the Bank to the Borrower, any part of the Credit in respect of which no Disbursement Request has been made in accordance with Article 1.2.B shall be automatically cancelled, without any further notice from the Bank to the Borrower and without any liability arising on the part of either Party.

1.8 Sums due under Articles 1.5 and 1.6

Sums due under Articles 1.5 and 1.6 shall be payable:

- (a) in EUR; and
- (b) within 15 (fifteen) days of the Borrower's receipt of the Bank's demand or within any longer period specified in the Bank's demand.

1.9 Allocation and reallocation of Credit or Loan

1.9.A Allocation procedure

Between the date hereof and the date falling 3 (three) months before the Final Availability Date (the "**Allocation Period**"), the Borrower (acting through the Promoter) may submit to the Bank a request for allocation (hereinafter referred to as the "**Allocation Request**"). In order to qualify for financing hereunder, each Scheme has to meet the Bank's eligibility criteria and comply with the Technical Description (Schedule A).

1.9.B Allocation Request

- (a) The Borrower (acting through the Promoter) may submit to the Bank one or more Allocation Requests under this Contract.
- (b) The availability of the EIB Funds with respect to any Scheme shall be established by successive allocations of the EIB Funds to eligible Schemes made by the Bank in accordance with the procedure described in this Article 1.9 and in Sections A.1.1 to A.1.4 of Schedule A.1.
- (c) Each Allocation Request for a Scheme to be co-financed with the EU Funds must be submitted together with evidence of EU Funds available for co-financing of such a Scheme.
- (d) The Bank shall have full discretion whether or not to approve the Allocation Request submitted by the Borrower (acting through the Promoter) following such examination of a Scheme as the Bank deems necessary. The Bank shall, in the event of approval of the Allocation Request, issue a letter of allocation ("**Letter of Allocation**"), informing the Borrower (through the Promoter) of its approval of the Scheme(s) submitted and specifying the amount of the EIB Funds, allocated to any such Scheme.

1.9.C Re-allocation

1.9.C(1) RE-ALLOCATION AT THE REQUEST OF THE BORROWER (ACTING THROUGH THE PROMOTER)

Until the date falling on 3 (three) months before the Final Availability Date the Borrower (acting through the Promoter) may, subject to the procedure described in Articles 1.9.A and 1.9.B, request the Bank to re-allocate any part of the EIB Funds, which has been already allocated. The Promoter's request should include the reasons for the requested re-allocation.

1.9.C(2) RE-ALLOCATION AT THE REQUEST OF THE BANK

The Borrower shall propose to re-allocate any part of the EIB Funds which has been allocated in accordance with Article 1.9.B, if any Scheme subject to the Letter of Allocation from the Bank, is or becomes, in the opinion of the Bank, ineligible for financing by the Bank under the Bank's Statute, policies or guidelines or under article 309 of the Treaty on the Functioning of the European Union. The Bank shall notify its opinion to the Promoter in writing.

1.9.C(3) RE-ALLOCATION PROCEDURES

The Bank shall carry out any such examination or appraisal, based on such information or documents as the Bank may reasonably require from the Borrower or Promoter with respect to the financing, procurement, implementation, operation and environmental or social impact of, or for a Scheme proposed for re-allocation.

The Bank shall, in the event of approval, issue a Letter of Allocation.

ARTICLE 2

The Loan

2.1 Amount of Loan

The Loan shall comprise the aggregate amount of Tranches disbursed by the Bank under the Credit, as confirmed by the Bank pursuant to Article 2.3.

2.2 Currency of payments

The Borrower shall pay interest, principal and other charges payable in respect of each Tranche in the currency in which the Tranche is disbursed.

Other payments, if any, 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.

2.3 Confirmation by the Bank

The Bank shall deliver to the Borrower the amortisation table referred to in Article 4, if any, showing the Disbursement Date, the currency, the amount disbursed, the repayment terms and the interest rate for each Tranche, not later than 10 (ten) calendar days after the Scheduled Disbursement Date for such Tranche.

ARTICLE 3

Interest

3.1 Rate of interest

3.1.A Fixed Rate Tranches

The Borrower shall pay interest on the outstanding balance of each Fixed Rate Tranche at the Fixed Rate quarterly, semi-annually or annually in arrear on the relevant Payment Dates as specified in the Disbursement Notice, commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) days or less then the payment of interest accrued during such period shall be postponed to the following Payment Date.

Interest shall be calculated on the basis of Article 5(a).

3.1.B Floating Rate Tranches

The Borrower shall pay interest on the outstanding balance of each Floating Rate Tranche at the Floating Rate quarterly or semi-annually in arrear on the relevant Payment Dates, as specified in the Disbursement Notice commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) days or less then the payment of interest accrued during such period shall be postponed to the following Payment Date.

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

If pursuant to Articles 1.5 and 1.6 disbursement of any Floating Rate Tranche takes place after the Scheduled Disbursement Date the EURIBOR applicable to the first Floating Rate Reference Period shall be determined in accordance with Prilog B for the Floating Rate Reference Period commencing on the Disbursement Date and not on the Scheduled Disbursement Date.

Interest shall be calculated in respect of each Floating Rate Reference Period on the basis of Article članak 5(b).

3.1.C Revision or Conversion of Tranches

Where the Borrower exercises an option to revise or convert the interest rate basis of a Tranche, it shall, from the effective Interest Revision/Conversion Date (in accordance with the procedure set out in Prilog D) pay interest at a rate determined in accordance with the provisions of Prilog D.

3.2 Interest on overdue sums

Without prejudice to 0 and by way of exception to Article članak 3, if the Borrower fails to pay any amount payable by it under this Contract on its due date, interest shall accrue on any overdue amount payable under the terms of this Contract from the due date to the date of actual payment at an annual rate equal to:

- (a) for overdue sums related to Floating Rate Tranches, the applicable Floating Rate plus 2% (200 basis points);
- (b) for overdue sums related to Fixed Rate Tranches, the higher of:
 - (i) the applicable Fixed Rate plus 2% (200 basis points); or
 - (ii) the EURIBOR (one month) plus 2% (200 basis points); and
- (c) for overdue sums other than under (a) or (b) above, the EURIBOR (one month) plus 2% (200 basis points),

and shall be payable in accordance with the demand of the Bank. For the purpose of determining the EURIBOR in relation to this Article 3.2(b) and (c), the relevant periods within the meaning of Prilog B shall be successive periods of 1 (one) month commencing on the due date.

Any unpaid but due interest may be capitalised in conformity with article 1154 of the Luxembourg Civil Code. For the avoidance of doubt, capitalisation of interest shall occur only for interest due but unpaid for a period of more than one year. The Borrower hereby agrees in advance to have the unpaid interest due for a period of more than one year compounded and that as of the capitalisation, such unpaid interest will in turn produce interest at the interest rate set out in this Article 3.2.

3.3 Market Disruption Event

- (a) If at any time:
 - (i) from the issuance by the Bank of the Disbursement Notice in respect of a Tranche; and
 - (ii) until the date falling 30 (thirty) calendar days prior to the Scheduled Disbursement Date for Tranches to be disbursed in EUR; a Market Disruption Event occurs, the Bank may notify the Borrower that this Article 3.3 has come into effect.
- (b) The rate of interest applicable to such Notified Tranche until the Maturity Date or the Interest Revision/Conversion Date, if any, shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

- (c) The Borrower shall have the right to refuse in writing such disbursement within the deadline specified in the notice and it shall bear charges incurred as a result, if any, in which case the Bank shall not effect the disbursement and the corresponding portion of the Credit shall remain available for disbursement under Article 1.2.
- (d) If the Borrower does not refuse the disbursement in time, the Parties agree that the disbursement in EUR and the conditions thereof shall be fully binding for both Parties.
- (e) The Spread or Fixed Rate previously notified by the Bank shall no longer be applicable.

ARTICLE 4

Repayment

4.1 Normal repayment

4.1.A Repayment by Instalments

- (a) The Borrower shall repay each Tranche by instalments on the Repayment Dates specified in the relevant Disbursement Notice in accordance with the terms of the amortisation table delivered pursuant to Article 2.3.
- (b) Each amortisation table shall be drawn up on the basis that:
 - (i) in the case of a Fixed Rate Tranche without an Interest Revision/Conversion Date, repayment shall be made quarterly, semi-annually or annually by equal instalments of principal or constant instalments of principal and interest;
 - (ii) in the case of a Fixed Rate Tranche with an Interest Revision/Conversion Date or a Floating Rate Tranche, repayment shall be made by equal quarterly, semi-annual or annual instalments of principal;
 - (iii) the first Repayment Date of each Tranche shall fall not earlier than 30 (thirty) days from the Scheduled Disbursement Date and not later than the Repayment Date immediately following the 5th (fifth) anniversary of the Scheduled Disbursement Date of the Tranche; and
 - (iv) the last Repayment Date of each Tranche shall fall not earlier than 4 (four) years and not later than 30 (thirty) years from the Scheduled Disbursement Date.

4.1.B Single instalment

Alternatively, the Borrower shall repay the Tranche in a single instalment on the sole Repayment Date specified in the Disbursement Notice, being a date falling not less than 3 (three) years or more than 17 (seventeen) years from the Scheduled Disbursement Date.

4.2 Voluntary prepayment

4.2.A Prepayment option

Subject to Articles 4.2.B, 4.2.C and 4.4, the Borrower may prepay all or part of any Tranche, together with accrued interest and indemnities if any, upon giving a Prepayment Request with at least 30 (thirty) calendar days' prior notice specifying:

- (a) the Prepayment Amount;
- (b) the Prepayment Date, which shall be a Payment Date;
- (c) if applicable, the choice of application method of the Prepayment Amount in line with Article 5.5.C(a); and
- (d) the Contract Number.

The Prepayment Request shall be irrevocable.

4.2.B Prepayment indemnity

4.2.B(1) FIXED RATE TRANCHE

Subject to Article 4.2.B(3) below, if the Borrower prepays a Fixed Rate Tranche, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Fixed Rate Tranche which is being prepaid.

4.2.B(2) FLOATING RATE TRANCHE

Subject to Article 4.2.B(3) below, the Borrower may prepay a Floating Rate Tranche without indemnity.

4.2.B(3) REVISION/CONVERSION

Prepayment of a Tranche on its Interest Revision/Conversion Date may be effected without indemnity except if the Borrower has accepted pursuant to Prilog D a Fixed Rate under an Interest Revision/Conversion Proposal.

4.2.C Prepayment mechanics

Upon presentation by the Borrower to the Bank of a Prepayment Request, the Bank shall issue a Prepayment Notice to the Borrower, not later than 15 (fifteen) days prior to the Prepayment Date. The Prepayment Notice shall specify the Prepayment Amount, the accrued interest due thereon, the Prepayment Indemnity payable under Article 4.2.B or, as the case may be, that no indemnity is due, the method of application of the Prepayment Amount and, if a Prepayment Indemnity is applicable, the deadline by which the Borrower may accept the Prepayment Notice.

If the Borrower accepts the Prepayment Notice no later than by the deadline (if any) specified in the Prepayment Notice, the Borrower shall effect the prepayment. In any other case, the Borrower may not effect the prepayment.

The Borrower shall accompany the payment of the Prepayment Amount by the payment of accrued interest, the Prepayment Indemnity due on the Prepayment Amount, as specified in the Prepayment Notice and the fee under Article 4.2.D, if any.

4.2.D Administrative Fee

If the Borrower prepays a Tranche on a date other than a relevant Payment Date, or if the Bank exceptionally accepts, solely upon the Bank's discretion, a Prepayment Request with prior notice of less than 30 (thirty) calendar days, the Borrower shall pay to the Bank an administrative fee in such amount as the Bank shall notify to the Borrower.

4.3 Compulsory prepayment and cancellation**4.3.A Prepayment Events**

4.3.A(1) PROJECT COST REDUCTION EVENT

- (a) The Borrower (acting through the Promoter) shall promptly inform the Bank if a Project Cost Reduction Event has occurred or is likely to occur. At any time after the occurrence of a Project Cost Reduction Event the Bank may, by notice to the Borrower and the Promoter, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding up to the amount by which the EIB Funds exceeds the limits referred to in paragraph (c) below together with accrued interest and all other amounts accrued and outstanding under this Contract in relation to the proportion of the Loan Outstanding to be prepaid.
- (b) The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date falling not less than 30 (thirty) days from the date of the demand.
- (c) For the purpose of this Article, "**Project Cost Reduction Event**" means that the total cost of the Project falls below the figure stated in Recital (b) so that the amount of the EIB Funds exceeds:
 - (i) 50% (fifty per cent) of such total cost of the Project as allocated to the Project

by the Bank under any Letter(s) of Allocation;

- (ii) when aggregated with the amount of any other EU Funds made available for the Project, 90% (ninety per cent) of such total cost of the Project as allocated to the Project by the Bank under any Letter(s) of Allocation; or
- (iii) 100% (one hundred per cent) of eligible investment costs (as such costs are defined in the Technical Description), in relation to the Project.

4.3.A(2) CHANGE OF LAW EVENT

- (a) The Borrower shall promptly inform the Bank if a Change-of-Law Event has occurred or is likely to occur. In such case, or if the Bank has reasonable cause to believe that a Change-of-Law Event has occurred or is about to occur, the Bank may request that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request. If, after the lapse of 30 (thirty) days from the date of such request for consultation the Bank is of the opinion that:
 - (i) such Change-of-Law Event would materially impair the Borrower's ability to perform its obligations under this Contract; and
 - (ii) the effects of such Change-of-Law Event cannot be mitigated to its satisfaction, the Bank may by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract.
- (b) The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.
- (c) For the purposes of this Article "**Change-of-Law Event**" means the enactment, promulgation, execution or ratification of or any change in or amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation) that occurs after the date of this Contract and which could impair the Borrower's ability to perform its obligations under this Contract.

4.3.A(3) ILLEGALITY EVENT

- (a) Upon becoming aware of an Illegality Event:
 - (i) the Bank shall promptly notify the Borrower; and
 - (ii) the Bank may immediately (A) suspend or cancel the undisbursed portion of the Credit, and/or (B) demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract on the date indicated by the Bank in its notice to the Borrower.
- (b) For the purposes of this Article, "**Illegality Event**" means that it becomes unlawful in any applicable jurisdiction, or if it becomes contrary to any Sanctions, for the Bank to:
 - (i) perform any of its obligations as contemplated in this Contract; or
 - (ii) fund or maintain the Loan.

4.3.A(4) NON UTILISATION EVENT

- (a) If at the end of the Allocation Period, a Non Utilisation Event has occurred or is continuing unremedied, the Bank may, in proportion to the amount that failed to be allocated or re-allocated pursuant to Article 1.9, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand immediate prepayment of the Loan Outstanding together with accrued interest and all other amounts accrued and outstanding under this Contract on the date indicated by the Bank in its notice to the Borrower.
- (b) For the purposes of this Article, the "**Non Utilisation Event**" means that:
 - (i) any part of the EIB Funds has failed to be allocated to any Schemes subject to the Letter(s) of Allocation and pursuant to Article 1.9; or

- (ii) any re-allocation pursuant to Article 1.9.C is not possible or possible only in part.

4.3.A(5) AFFECTED SCHEME EVENT

- (a) The Borrower or the Promoter shall promptly inform the Bank if an Affected Scheme Event has occurred.
- (b) If the Borrower or the Promoter notify the Bank of an Affected Scheme Event, or if the Bank becomes aware of any such Affected Scheme and notifies the Borrower and the Promoter to that effect, then the Borrower shall, within a period of 60 (sixty) days following its giving, or receiving of any such notice:
 - (i) take steps to remedy, to the Bank's satisfaction, the event referred to in (a) above; and/or
 - (ii) request the Bank to re-allocate any part of the Credit or the EIB Funds allocated to the Affected Scheme to another eligible Scheme pursuant to Article 1.9.C,

failing which, the Bank may by further notice to the Borrower demand that the Borrower prepays the Loan Outstanding in the amount originally allocated to any such Affected Scheme on the date indicated by the Bank in its notice to the Borrower.
- (c) For the purpose of this Contract:
 - (i) an "**Affected Scheme**" means a Scheme affected by an Affected Scheme Event;
 - (ii) an "**Affected Scheme Event**" means that:
 - (1) the Borrower, the Promoter or the Project Company has failed to comply with the Environmental and Social Law or any laws of the European Union and the Republic of Croatia with respect to state aid or public procurement with respect to any Scheme;
 - (2) an EU Funds Event has occurred or is likely to occur in relation to any Scheme;
 - (3) the Bank has issued a Letter of Allocation with respect to a Scheme that, contrary to the representation from the Borrower and/or Promoter delivered with any Allocation Request, is subject to the relevant EIA procedures; or
 - (4) the Borrower or the Promoter has applied the proceeds of the EIB Funds to finance any Scheme that, when applicable, failed to be subject to a relevant EIA procedures or a biodiversity assessment in accordance with the Birds Directive and/or the Habitats Directive; and
 - (iii) an "**EU Funds Event**" means any of the following (whether directly or indirectly) in relation to any Scheme:
 - (1) the Borrower is required to reimburse or repay any contribution from EU Funds in whole or in part as a result of a recovery, financial correction or similar procedures triggered by any irregularities in relation to such contribution from EU Funds for the reasons attributable to the Borrower; or
 - (2) otherwise than for the reasons indicated in item (1) above, EU Funds cease to be available or have been cancelled in full or in part and the financing of such Scheme from other resources has not been ensured by the Borrower or the Promoter to the satisfaction of the Bank.
- (d) In case of substitution of any Affected Scheme with any other Scheme, the allocation deadlines set out in Article 1.9 shall not apply. The Borrower or the Promoter shall deliver to the Bank a list of any such substitutions in a form acceptable to the Bank.

4.3.B Prepayment mechanics

Any sum demanded by the Bank pursuant to Article 4.3.A, together with any interest or other amounts accrued or outstanding under this Contract including, without limitation, any indemnity due under Article 4.3.C, shall be paid on the Prepayment Date indicated by the Bank in its notice of demand.

4.3.C Prepayment indemnity**4.3.C(1) FIXED RATE TRANCHE**

If the Borrower prepays a Fixed Rate Tranche in case of an Indemnifiable Prepayment Event, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Fixed Rate Tranche that is being prepaid.

4.3.C(2) FLOATING RATE TRANCHE

The Borrower may prepay the Floating Rate Tranches without the Prepayment Indemnity.

4.4 General**4.4.A No prejudice to Article 10**

This 0 shall not prejudice 0.

4.4.B No reborrowing

A repaid or prepaid amount may not be reborrowed.

ARTICLE 5**Payments****5.1 Day count convention**

Any amount due by way of interest, indemnity or the Deferment 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:

- (a) under a Fixed Rate Tranche, a year of 360 (three hundred and sixty) days and a month of 30 (thirty) days; and
- (b) under a Floating Rate Tranche, a year of 360 (three hundred and sixty) days for EUR and the number of days elapsed.

5.2 Time and place of payment

- (a) Unless otherwise specified in this Contract or in the Bank's demand, all sums other than sums of interest, indemnity and principal are payable within 15 (fifteen) days of the Borrower's receipt of the Bank's demand.
- (b) Each sum payable by the Borrower under this Contract shall be paid to the relevant account notified by the Bank to the Borrower. The Bank shall notify the account not less than 15 (fifteen) days before the due date for the first payment by the Borrower and shall notify any change of account not less than 15 (fifteen) 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 0.
- (c) The Borrower shall indicate the Contract Number in the payment details for each payment made hereunder.
- (d) A sum due from the Borrower shall be deemed paid when the Bank receives it.
- (e) Any disbursements by and payments to the Bank under this Contract shall be made using the Disbursement Account (for disbursements by the Bank) and the Payment Account (for payments to the Bank).

5.3 No set-off by the Borrower

All payments to be made by the Borrower under this Contract shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

5.4 Disruption to Payment Systems

If either the Bank determines (in its discretion) that a Disruption Event has occurred or the Bank is notified by the Borrower that a Disruption Event has occurred:

- (a) the Bank may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of this Contract as the Bank may deem necessary in the circumstances;
- (b) the Bank shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes; and
- (c) the Bank shall not be liable for any damages, costs or losses whatsoever arising as a result of a Disruption Event or for taking or not taking any action pursuant to or in connection with this Article 5.4.

5.5 Application of sums received

5.5.A General

Sums received from the Borrower shall only discharge its payment obligations if received in accordance with the terms of this Contract.

5.5.B Partial payments

If the Bank receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under this Contract, the Bank shall apply that payment in the order set out below, in or towards:

- (a) *pro rata* to each of any unpaid fees, costs, indemnities and expenses due under this Contract;
- (b) any accrued interest due but unpaid under this Contract;
- (c) any principal due but unpaid under this Contract; and
- (d) any other sum due but unpaid under this Contract.

5.5.C Allocation of sums related to Tranches

- (a) In case of:
 - (i) a partial voluntary prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied *pro rata* to each outstanding instalment, or, at the request of the Borrower, in inverse order of maturity; or
 - (ii) a partial compulsory prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied in reduction of the outstanding instalments in inverse order of maturity.
- (b) Sums received by the Bank following a demand under Article 10 and applied to a Tranche, shall reduce the outstanding instalments in inverse order of maturity. The Bank may apply sums received between Tranches at its discretion.
- (c) In case of receipt of sums which cannot be identified as applicable to a specific Tranche, and on which there is no agreement between the Bank and the Borrower on their application, the Bank may apply these between Tranches at its discretion.

ARTICLE 6**Borrower undertakings and representations**

The undertakings in this 0 remain in force from the date of this Contract for so long as any amount is outstanding under this Contract or the Credit is in force.

6.1 Use of Loan and availability of other funds

The Borrower and the Promoter shall, or shall procure that each Project Company will, use all amounts borrowed by it under this Contract for the execution of the Project.

The Borrower and the Promoter shall ensure that they have available to them other funds listed in Recital (b) and that such funds are expended, to the extent required, on the financing of the Project.

6.2 Completion of Project

The Borrower (acting through the Promoter) shall, or shall procure that each Project Company will, 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.

6.3 Increased cost of Project

If the total cost of the Project exceeds the estimated figure set out in Recital (b), the Borrower (acting through the Promoter) shall, or shall procure that the relevant Project Company will obtain the finance to fund the excess cost without recourse to the Bank, so as to enable the Project to be completed in accordance with the Technical Description. The plans for funding the excess cost shall be communicated to the Bank without delay.

6.4 Procurement procedure

- (a) The Borrower and the Promoter shall, or shall procure that each Project Company will, procure works, services or goods for the Project:
 - (i) in accordance with EU Law in general and in particular with the relevant European Union procurement directives, if the latter are applicable;
 - (ii) in accordance with procurement procedures which, to the satisfaction of the Bank, respect the criteria of economy and efficiency and the principles of transparency, equal treatment and non-discrimination on the basis of nationality, in case of public contracts not subject to the European Union procurement directives; or
 - (iii) in accordance with procurement procedures which, to the satisfaction of the Bank, respect the criteria of economy and efficiency in case of contracts other than public contracts not subject to the European Union procurement directives.
- (b) For cases of paragraphs (a)(i) and (a)(ii) above, the Borrower and the Promoter or the Project Company shall request in the tender documents or other reference documents for the procurement procedures referred to in Article 6.4(a) above that the bidder declares whether or not it is subject to any exclusion decision or temporary suspension pursuant to the Exclusion Policy.
- (c) If a bidder declares to the Borrower or the Promoter or the Project Company prior to the contract award that it is subject to any exclusion decision or temporary suspension covered by the Exclusion Policy, the Borrower or the Promoter or the Project Company shall engage with the Bank in good faith and shall make best efforts in order to:
 - (i) achieve an exclusion of such a bidder under applicable law so that the bidder does not participate in the Project or, should such an exclusion not be possible; or

- (ii) restructure the scope of the Project so that no proceeds of the Loan be applied towards any works or services under any contract awarded to that bidder, unless otherwise agreed with the Bank.

6.5 Continuing Project undertakings

The Borrower shall, or shall procure that the Promoter and each Project Company will:

- (a) **Maintenance:** maintain, repair, overhaul and renew all property forming part of the Project as required to keep it in good working order;
- (b) **Project assets:** unless the Bank shall have given its prior consent in writing, retain title to and possession of 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; 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 its Statute or under article 309 of the Treaty on the Functioning of the European Union;
- (c) **Insurance:** ensure that all works and property forming part of the Project are adequately insured in accordance with the standard practice for similar works and property of public interest;
- (d) **Rights and Permits:** maintain in force all rights of way or use and all Authorisations necessary for the execution and operation of the Project;
- (e) **Environment and Social Matters:**
 - (i) implement and operate the Project materially in compliance with Environmental and Social Law;
 - (ii) obtain and maintain requisite Environmental and Social Approvals for the Project;
 - (iii) comply with any such Environmental and Social Approvals;
 - (iv) ensure that, unless the Borrower or the Promoter or the Project Company has obtained relevant Authorisations and the Non-Technical Summary of the EIA has been made available to the public, no proceeds of the EIB Funds will be used to finance any Scheme that is subject to a relevant EIA procedure or biodiversity assessment in accordance with the Birds Directive and the Habitats Directive; and
 - (v) procure and deliver to the Bank, as soon as available, however, no later than before its submission of the Project completion report (pursuant to Article članak 8(a)(i), below), energy performance certificate(s) in accordance with the Council Directive on Energy Performance of Buildings (Directive 2010/31/EU) in relation to any Scheme comprising any building and provide the Bank with all corresponding information that may be required by the Bank (including the energy efficiency performance indicators for each Scheme, if available and when applicable);
- (f) **Integrity:** take, within a reasonable timeframe, appropriate measures in respect of:
 - (i) any of its employees with direct control and/or decision powers over any Scheme, the Credit or the Loan; or
 - (ii) any member of management bodies of the Project Company, who has been convicted by a final and irrevocable court ruling of an Illegal Activity perpetrated in the course of the exercise of his/her professional duties, in order to ensure that such member is excluded from any activity in relation to the Credit, Loan or any Scheme or any other financial indebtedness from the Bank;
- (g) **Integrity Audit Rights:** ensure that all contracts under the Project to be procured after the date of signature of this Contract in accordance with EU Directives on procurement provide for:

- (i) the requirement that the relevant contractor promptly informs the Bank of a genuine allegation, complaint or information with regard to Illegal Activities related to any Scheme;
 - (ii) the requirement that the relevant contractor keeps books and records of all financial transactions and expenditures in connection with any Scheme; and
 - (iii) the Bank's right, in relation to an alleged Illegal Activity, to review the books and records of the relevant contractor in relation to any Scheme and to take copies of documents unless prohibited by law;
- (h) **Allocation Procedures:** comply with the allocation procedures applicable to the Project, as may be modified by the Bank from time to time in accordance with Article 1.9 of this Contract;
- (i) **Allocation monitoring:** ensure that at the end of the physical implementation of all Schemes under the Project the amount of the EIB Funds disbursed towards such Schemes does not exceed the amount of allocations made by the Bank in relation to all such Schemes under the Letters of Allocation. The Borrower (acting through the Promoter) will promptly inform the Bank when the implementation of any allocated Scheme is suspended or the Scheme is cancelled;
- (j) **Public Service Contract:** prior to allocating any Schemes towards investment in passenger or freight rolling stock, ensure to provide information concerning the operation arrangements, including confirmation of compliance of the current and anticipated follow-up PSC with the Regulation 1370/2007 EU relating to tendering of contracts for provision of passenger railway services. The Borrower or Promoter shall promptly inform the Bank on current and future contracts for national passenger services, specifically planned tender processes, the outcomes of these and all factors with significant influence on timing, content and outcome including-but not limited to legal proceedings, changes to schedules and other important changes thereto;
- (k) **State aid:** implement and operate the Project in conformity with any laws of the European Union and the Republic of Croatia with respect to state aid.
- (l) **No double financing:** ensure that no Scheme is financed from the proceeds of any Total Financial Indebtedness made available to the Borrower or to any Project Company by the Bank other than the EIB Funds; and
- (m) **EU Funds:**
- (i) when available, upon the Bank's request, provide the Bank with a certified copy of an official application of the Borrower or Promoter or the Project Company for the EU Funds in respect of any Scheme and inform the Bank periodically on the progress of the grant application process; and
 - (ii) ensure that all terms and conditions regarding the EU Funds (whether contractual or statutory) are complied with.
- (n) **Litigation:** procure that the Project Company will, unless prohibited by law, inform the Borrower or Promoter of any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which, to the best of its knowledge and belief, is current, imminent or pending against such Project Company or its controlling entities or members of its management bodies in connection with Illegal Activities related to any Scheme.
- (o) **EIB contribution:** inform the public of its partnership with the Bank in relation to any Schemes financed by EIB Funds by issuing press releases, making the list of Schemes benefiting from EIB funds available to the public, reference the Bank in Scheme sites as its financing partner or otherwise appropriately communicate its partnership with the Bank to the public.

B. GENERAL UNDERTAKINGS

6.6 Compliance with laws

The Borrower and the Promoter shall, and shall procure that each Project Company will comply, procure and verify compliance in all respects with all laws and regulations of the Republic of Croatia and the EU Law to which it or any Scheme is subject including, but not limited to, Environment (including climate change), Social Matters, railway transport, state aid and public procurement laws.

6.7 Books and records

The Borrower and the Promoter shall, or shall procure that the Borrower, Promoter and each Project Company will ensure that it has kept and will continue to keep proper books and records of account, in which full and correct entries shall be made of all financial transactions and the assets and business of the relevant Project Company, including expenditures in connection with the Project.

6.8 Project Documentation

The Borrower and the Promoter shall, or shall procure that each Project Company will, store and maintain up-to-date all relevant documents in respect of the Project, including in particular the environmental studies related to the EIA(s), the EIA Non-Technical Summary, the nature/biodiversity assessments or equivalent documents supporting the compliance with the Birds Directive and the Habitats Directive, and, at the Bank's request, shall promptly provide any such documentation to the Bank.

6.9 Data Protection

- (a) When disclosing information (other than mere contact information relating to the members of the personnel of the Borrower, the Promoter or the Project Company involved in the management of this Contract ("**Contact Data**")) to the Bank in connection with this Contract, the Borrower and the Promoter shall redact or otherwise amend that information (as necessary) so that it does not contain any personal data, except where this Contract specifically requires, or the Bank specifically requests in writing, to disclose such information in the form of personal data.
- (b) Before disclosing any personal data (other than Contact Data) to the Bank in connection with this Contract, the Borrower and the Promoter shall ensure that each data subject of such personal data:
 - (i) has been informed of the disclosure to the Bank (including the categories of personal data to be disclosed); and
 - (ii) has been advised on the information contained in (or has been provided with an appropriate link to) the Bank's privacy statement in relation to its lending and investment activities as set out from time to time at <https://www.eib.org/en/privacy/lending> (or such other address as the Bank may notify to the Borrower in writing from time to time).

6.10 General Representations and Warranties

The Borrower and the Promoter represent and warrant to the Bank that:

- (a) it has the power to execute, deliver and perform its obligations under this Contract and all necessary statutory action has been taken to authorise the execution, delivery and performance of the same by it;
- (b) this Contract constitutes its legally valid, binding and enforceable obligations;
- (c) the execution and delivery of, the performance of its obligations under and compliance with the provisions of this Contract do not and will not contravene or conflict with:
 - (i) any applicable law, statute, rule or regulation, or any judgement, decree or permit to which it is subject;

- (ii) any agreement or other instrument binding upon it which might reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Contract; and
- (d) there has been no Material Adverse Change since 21 November 2023;
- (e) no event or circumstance which constitutes an Event of Default has occurred and is continuing unremedied or unwaived;
- (f) no litigation, arbitration, administrative proceedings or investigation in connection with the implementation of the Project is current or to its knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against it or the Project Company any unsatisfied judgement or award which has resulted or is reasonably likely to result in a Material Adverse Change;
- (g) it has obtained all necessary Authorisations in connection with this Contract and in order to lawfully comply with its obligations hereunder, and the Project and all such Authorisations are in full force and effect and admissible in evidence;
- (h) its payment obligations under this Contract rank not less than *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations under any of its Debt Instruments except for obligations mandatorily preferred by law;
- (i) it is in compliance with Article 6.5(e) and to the best of its knowledge and belief (having made due and careful enquiry) no material Environmental or Social Claim has been commenced or is threatened against it in relation to any Scheme; and
- (j) it and each of the Project Company is in compliance with all undertakings under this 0.

The representations and warranties set out above are made on the date of this Contract and are, with the exception of the representation set out in paragraph (d) above, deemed repeated with reference to the facts and circumstances then existing on the date of each Disbursement Request, the date of each Compliance Certificate, each Disbursement Date and each Payment Date.

ARTICLE 7

Security

The undertakings in this 0 remain in force from the date of this Contract for so long as any amount is outstanding under this Contract or the Credit is in force.

7.1 Pari passu ranking

The Borrower shall ensure that its payment obligations under this Contract rank, and will rank, not less than *pari passu* in right of payment with all other present and future unsecured obligations under any of its Debt Instruments except for obligations mandatorily preferred by law applying to companies generally.

In particular, if the Bank makes a demand under Article 10.1 or if an event or potential event of default under any unsecured and unsubordinated Debt Instrument of the Borrower or of any of its agencies or instrumentalities has occurred and is continuing, the Borrower shall not make (or authorize) any payment in respect of any other such Debt Instrument (whether regularly scheduled or otherwise) without simultaneously paying, or setting aside in a designated account for payment on the next Payment Date a sum equal to, the same proportion of the debt outstanding under this Contract as the proportion that the payment under such Debt Instrument bears to the total debt outstanding under that Instrument. For this purpose, any payment of a Debt Instrument that is made out of the proceeds of the issue of another instrument, to which substantially the same persons that hold claims under the Debt Instrument have subscribed, shall be disregarded.

In this Contract, “**Debt Instrument**” means (a) an instrument, including any receipt or statement of account, evidencing or constituting an obligation to repay a loan, deposit, advance or similar extension of credit (including without limitation any extension of credit

under a refinancing or rescheduling agreement), (b) an obligation evidenced by a bond, debenture or similar written evidence of indebtedness or (c) a guarantee of an obligation arising under a Debt Instrument of another.

7.2 Additional Security

Should the Borrower grant to a third party any security for the performance of any Debt Instrument or any preference or priority in respect thereof, the Borrower shall, if so required by the Bank, provide to the Bank equivalent security for the performance of its obligations under this Contract or grant to the Bank equivalent preference or priority.

7.3 Clauses by inclusion

If the Borrower concludes with any other medium or long term financial creditor a financing agreement that includes a loss-of-rating clause or a covenant or other provision regarding *pari passu* ranking or cross default, if applicable, that is stricter than any equivalent provision of this Contract, the Borrower shall so inform the Bank and shall, at the request of the Bank, execute an agreement to amend this Contract so as to provide for an equivalent provision in favour of the Bank.

ARTICLE 8

Information and Visits

8.1 Information concerning the Project

The Borrower shall, or shall procure that the Promoter or the Project Company will:

- (a) deliver to the Bank:
 - (i) the information in content and in form, and at the times, specified in Schedule A.2 or otherwise as agreed from time to time by the Parties; and
 - (ii) any such information or further document concerning the financing, procurement, implementation, operation and Environment or Social Matters of or for any Scheme as the Bank may reasonably require within a reasonable time,

provided always that if such information or document is not delivered to the Bank on time, and the Borrower or the Promoter or the Project Company do not rectify the omission within a reasonable time set by the Bank in writing, the Bank may remedy the deficiency, to the extent feasible, by employing its own staff or a consultant or any other third party, at the Borrower's expense and the Borrower or the Promoter or the Project Company shall provide such persons with all assistance necessary for the purpose;
- (b) submit for the approval of the Bank without delay any material change to the Project, also taking into account the disclosures made to the Bank in connection with the Project prior to the signing of this Contract, in respect of, inter alia, the price, design, plans, timetable or to the expenditure programme or financing plan for the Project;
- (c) promptly inform the Bank, or shall procure that the Project Company will promptly inform the Bank, as soon as it becomes aware of or as soon as it is informed thereof by the Project Company of:
 - (i) any action or protest initiated or any objection raised by any third party or any genuine complaint received by the Borrower or the Promoter or by the relevant Project Company which is material or any material Environmental or Social Claim that is to its knowledge (or to the knowledge of the relevant Project Company) commenced, pending or threatened against it with regard to Environment, Social Matters or other matters affecting any Scheme;

- (ii) any fact or event known to the Borrower or the Promoter, which may substantially prejudice or affect the conditions of execution or operation of any Scheme;
 - (iii) any incident or accident relating to any Scheme which has or is likely to have a significant adverse effect on the Environment or on Social Matters;
 - (iv) a genuine allegation, complaint or information with regard to Illegal Activities or any EU Sanctions related to any Scheme;
 - (v) any self-declared exclusion by a bidder that occurs prior to the contract award and is covered by the Exclusion Policy;
 - (vi) any material non-compliance by it with any applicable Environmental and Social Law;
 - (vii) any suspension, revocation or material modification of any Environmental and Social Approval; and
 - (viii) any suspension or cancelation of the implementation of any Scheme, and set out the action to be taken with respect to such matters;
- (d) at the end of the Allocation Period, provide the Bank with sufficient evidence and information in the form satisfactory to the Bank confirming that the EIB Funds do not exceed:
- (i) 50% (fifty per cent) of the total cost of the Project, as allocated to the Project by the Bank under any Letter(s) of Allocation; or
 - (ii) when aggregated with any EU Funds available for the Project, 90% (ninety per cent) of the total cost of the Project, as allocated to the Project under any Letter(s) of Allocation;
 - (iii) 100% (one hundred per cent) of eligible investment costs (as such costs are defined in the Technical Description), in relation to the Project;
- (e) upon request from the Bank, promptly (however, not later than within 10 (ten) Business Days) deliver to the Bank documents referred to in Article 6.5(e)(iv) or procure that the relevant Project Company promptly (however, not later than within 10 (ten) Business Days) delivers such documents to the Bank;
- (f) not later than within 5 (five) days after the Promoter becomes aware thereof, inform the Bank of any suspension of any payment by the European Commission in respect of any Scheme and/or of any initiation by the European Commission of an infringement procedure or of legal proceedings before the Court of Justice of the European Union for non-compliance with the EU Law with respect to any Scheme;
- (g) promptly inform the Bank about any material modifications in the Borrower's or Promoter's planning and development strategies and, if so requested, promptly deliver to the Bank a copy of any such modification or any new strategy, together with any relevant documents;
- (h) promptly inform the Bank for the purpose of Article 4.3.A(4) in case the EIB Funds disbursed towards the Schemes under the Project exceeds the amount of allocations made by the Bank in relation to such Schemes under respective Letter(s) of Allocation;
- (i) promptly inform the Bank of the completion and the results of a Public Tender, in particular the public railway services contract, Public Service Contract arrangements, including confirmation of compliance of the public service contracts for provision of railway passenger service by rail with the EU Law (including the tendering thereof) and in particular with Regulation 1370/2007 EU;
- (j) in case a subsidy is notified to the European Commission in relation to a Scheme, promptly inform the Bank of the outcome of the notification procedure and any potential conditions imposed by the European Commission;
- (k) deliver, or shall procure that each Project Company will deliver to the Bank, if so requested:

- (i) a certificate of its insurers showing fulfilment of the requirements of Article 6.5(c);
- (ii) annually, a list of policies in force covering the insured property forming part of the Project, together with confirmation of payment of the current premiums;
- (iii) relevant updates (if any) on Project's procurement procedures; and
- (iv) evidence of compliance with the undertakings under Article 6.5.

8.2 Information concerning the Borrower, the Promoter and the Project Company

The Borrower shall:

- (a) deliver to the Bank:
 - (i) such further information, evidence or document concerning:
 - (1) it's or on the Project Companies' general financial situation as the Bank may reasonably require; and
 - (2) compliance with the due diligence requirements of the Bank for the Borrower or a Project Company, including, but not limited to "know your customer" (KYC) or similar identification and verification procedures, when requested and within a reasonable time; and
- (b) inform the Bank immediately of:
 - (i) any event or decision that constitutes or may result in a Prepayment Event;
 - (ii) any intention on its part, or on the part of any Project Company, to relinquish ownership of any material component of the Project;
 - (iii) any intention on its part to grant any Security over any of its assets in favour of a third party;
 - (iv) any fact or event that is reasonably likely to prevent the substantial fulfilment of any obligation of the Borrower under this Contract;
 - (v) any Event of Default having occurred or being threatened or anticipated;
 - (vi) unless prohibited by law, any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which, to the best of its knowledge and belief, is current, imminent or pending against (A) the agents of the Borrower with control and/or decision making power over the Loan or the Project or (B) the management bodies or agents of the Promoter with control and/or decision making power over the Loan or the Project or (C) the management bodies of any Project Company in connection with Illegal Activities related to the Credit, the Loan or any Scheme;
 - (vii) any measure taken by the Borrower, the Promoter or any Project Company pursuant to Article 6.5(f) of this Contract;
 - (viii) of any genuine allegation, complaint or information with regard to Illegal Activity related to any funds made available out of the proceeds of the Loan or any Scheme;
 - (ix) any claim, action, proceeding, formal notice or investigation relating to any EU Sanctions, concerning the Borrower, or the Promoter or any Relevant Person.

8.3 Visits by the Bank

The Borrower and the Promoter shall, or shall procure that each Project Company will, allow persons designated by the Bank, as well as persons designated by other institutions or bodies of the European Union when so required by the relevant mandatory provisions of the EU Law:

- (a) to visit the sites, installations and works comprising the Project;

- (b) to interview representatives of the Borrower, Promoter and/or Project Company's and not obstruct contacts with any other person involved in or affected by the Project; and
- (c) to review the Borrower's, Promoter's and/or Project Company's books and records in relation to the execution of the Project and to be able to take copies of related documents unless prohibited by law.

The Borrower (acting through the Promoter) shall provide the Bank, or ensure that the Bank is provided, with all necessary assistance for the purposes described in this Article.

The Borrower and Promoter acknowledge that the Bank may be obliged to communicate information relating to the Borrower and Promoter and the Project to any competent institution or body of the European Union in accordance with the relevant mandatory provisions of EU Law.

ARTICLE 9

Charges and expenses

9.1 Taxes, duties and fees

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

The Borrower shall pay all principal, interest, indemnities and other amounts due under this Contract gross without any withholding or deduction of any national or local impositions whatsoever required by law or under an agreement with a governmental authority or otherwise. If the Borrower is obliged to make any such withholding or deduction, it shall gross up the payment to the Bank so that after withholding or deduction, the net amount received by the Bank is equivalent to the sum due.

9.2 Other charges

The Borrower shall bear all charges and expenses, including professional, banking or exchange charges incurred in connection with the preparation, execution, implementation, enforcement and termination of this Contract or any related document, any amendment, supplement or waiver in respect of this Contract or any related document, and in the amendment, creation, management, enforcement and realisation of any Security for the Loan.

9.3 Increased costs, indemnity and set-off

- (a) The Borrower shall pay to the Bank any costs or expenses incurred or suffered by the Bank as a consequence of the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or compliance with any law or regulation which occurs after the date of signature of this Contract, in accordance with or as a result of which:
 - (i) the Bank is obliged to incur additional costs in order to fund or perform its obligations under this Contract; or
 - (ii) any amount owed to the Bank under this Contract or the financial income resulting from the granting of the Credit or the Loan by the Bank to the Borrower is reduced or eliminated.
- (b) Without prejudice to any other rights of the Bank under this Contract or under any applicable law, the Borrower shall indemnify and hold the Bank harmless from and against any loss incurred as a result of any full or partial discharge that takes place in a manner other than as expressly set out in this Contract.

- (c) The Bank may set off any matured obligation due from the Borrower under this Contract (to the extent beneficially owned by the Bank) against any obligation (whether or not matured) owed by the Bank to the Borrower regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Bank may set off in an amount estimated by it in good faith to be the amount of that obligation.

ARTICLE 10

Events of Default

10.1 Right to demand repayment

The Borrower shall repay all or part of the Loan Outstanding (as requested by the Bank) forthwith, together with accrued interest and all other accrued or outstanding amounts under this Contract, upon written demand being made by the Bank in accordance with the following provisions.

10.1.A Immediate demand

The Bank may make such demand immediately without prior notice (*mise en demeure préalable*) or any judicial or extra judicial step:

- (a) if the Borrower does not pay on the due date any amount payable pursuant to this Contract at the place and in the currency in which it is expressed to be payable, unless:
 - (i) its failure to pay is caused by an administrative or technical error or a Disruption Event; and
 - (ii) payment is made within 3 (three) Business Days of its due date;
- (b) if any information or document given to the Bank by or on behalf of the Borrower or the Promoter or the Project Company or any representation, warranty or statement made or deemed to be made by the Borrower in, pursuant to, or for the purposes of entering into this Contract or in connection with the negotiation or performance of this Contract is or proves to have been incorrect, incomplete or misleading in any material respect;
- (c) if, following any default in relation thereto, the Borrower is required or is capable of being required or will, following expiry of any applicable contractual grace period, be required or be capable of being required to prepay, discharge, close out or terminate ahead of maturity any other loan or obligation arising out of any financial transaction or any commitment for any other loan or obligation arising out of any financial transaction is cancelled or suspended;
- (d) if the Borrower is unable to pay its debts as they fall due, or suspends its debts, or makes or, without prior written notice to the Bank, seeks to make a composition with its creditors, including a moratorium, or, as a result of material financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its financial indebtedness (by way of voluntary arrangement, scheme of arrangement or otherwise);
- (e) if the Borrower defaults in the performance of any obligation in respect of any loan granted by the Bank or financial instrument entered into with the Bank or made to it from the resources of the Bank or the European Union;
- (f) if a Material Adverse Change occurs, as compared with the Borrower's condition at the date of this Contract;
- (g) if it is or becomes unlawful for the Borrower to perform any of its obligations under this Contract or this Contract is not effective in accordance with its terms or is alleged by the Borrower to be ineffective in accordance with its terms.

10.1.B Demand after notice to remedy

The Bank may also make such demand without prior notice (*mise en demeure préalable*) or any judicial or extra judicial step (without prejudice to any notice referred to below):

- (a) if the Borrower fails to comply with any provision of this Contract (other than those referred to in Article 10.1.A); or
- (b) if any fact related to the Borrower or the Project 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,

unless the non-compliance or circumstance giving rise to the non-compliance is capable of remedy and is remedied within a reasonable period of time specified in a notice served by the Bank on the Borrower.

10.2 Other rights at law

Article članak 10 shall not restrict any other right of the Bank at law to require prepayment of the Loan Outstanding.

10.3 Indemnity**10.3.A Fixed Rate Tranches**

In case of demand under Article članak 10 in respect of any Fixed Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with the indemnity on any amount of principal due to be prepaid. Such indemnity shall (i) 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, and (ii) be for the amount communicated by the Bank to the Borrower as the present value (calculated as of the date of the prepayment) of the excess, if any, of:

- (a) the interest that would accrue thereafter on the amount prepaid over the period from the date of prepayment to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not prepaid; over
- (b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.19% (nineteen basis points).

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

10.3.B Floating Rate Tranches

In case of demand under Article članak 10 in respect of any Floating Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with a sum equal to the present value of 0.19% (nineteen basis points) per annum calculated and accruing on the amount of principal due to be prepaid in the same manner as interest would have been calculated and would have accrued, if that amount had remained outstanding according to the applicable amortisation schedule of the Tranche, until the Interest Revision/Conversion Date, if any, or the Maturity Date.

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

10.3.C General

Amounts due by the Borrower pursuant to this Article 10.3 shall be payable on the date specified in the Bank's demand.

10.4 Non-Waiver

No failure or delay or single or partial exercise by the Bank in exercising any of its rights or remedies under this Contract shall be construed as a waiver of such right or remedy. The

rights and remedies provided in this Contract are cumulative and not exclusive of any rights or remedies provided by law.

ARTICLE 11

Law and jurisdiction, miscellaneous

11.1 Governing Law

This Contract and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of Luxembourg.

11.2 Jurisdiction

- (a) The Court of Justice of the European Union has exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with this Contract (including a dispute regarding the existence, validity or termination of this Contract or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Contract.
- (b) The parties agree that the Court of Justice of the European Union is the most appropriate and convenient court to settle Disputes between them and, accordingly, that they will not argue to the contrary. In particular, the parties to this Contract hereby waive any immunity from or right to object to the jurisdiction of this court. A decision of the court given pursuant to this Article shall be conclusive and binding on each party without restriction or reservation.

11.3 Place of performance

Unless otherwise specifically agreed by the Bank in writing, the place of performance under this Contract, except for Project related undertakings, shall be the seat of the Bank.

11.4 Evidence of sums due

In any legal action arising out of this Contract the certificate of the Bank as to any amount or rate due to the Bank under this Contract shall, in the absence of manifest error, be prima facie evidence of such amount or rate.

11.5 Entire Agreement

This Contract constitutes the entire agreement between the Bank and the Borrower in relation to the provision of the Credit hereunder, and supersedes any previous agreement, whether express or implied, on the same matter.

11.6 Invalidity

If at any time any term of this Contract is or becomes illegal, invalid or unenforceable in any respect, or this Contract is or becomes ineffective in any respect, under the laws of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Contract or the effectiveness in any other respect of this Contract in that jurisdiction; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Contract or the effectiveness of this Contract under the laws of such other jurisdictions.

11.7 Amendments

Any amendment to this Contract shall be made in writing and shall be signed by the Parties.

11.8 Counterparts

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

ARTICLE 12**Final clauses****12.1 Notices**

For the avoidance of doubt, all notices and other communication under this Contract by the Bank to the Borrower shall be sent to the Ministry of Finance with copy to the Ministry of the Sea, Transport and Infrastructure, and all notices and other communication under this Contract by the Bank to the Promoter shall be sent to the Ministry of the Sea, Transport and Infrastructure with copy to the Ministry of Finance.

For the avoidance of doubt, all notices and other communication under this Contract by the Promoter to the Bank shall be sent through or with copy to the Ministry of Finance, and all notices and other communications given under this Contract by the Borrower to the Bank shall be sent by the Ministry of Finance with copy to the Ministry of the Sea, Transport and Infrastructure.

12.1.A Form of Notice

- (a) Any notice or other communication given under this Contract must be in writing and, unless otherwise stated, may be made by letter or electronic mail.
- (b) Notices and other communications for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter or by electronic mail. Such notices and communications shall be deemed to have been received by the other Party:
 - (i) on the date of delivery in relation to a hand-delivered or registered letter;
 - (ii) in the case of any electronic mail:
 - (1) (except for Disbursement Notice referred to in paragraph (2) below), only when such electronic mail is actually received in readable form and only if it is addressed in such a manner as the other Party shall specify for this purpose; and
 - (2) which contains a Disbursement Notice, only when such electronic mail is sent by the Bank to the Borrower.
- (c) Any notice provided by the Borrower to the Bank by electronic mail shall:
 - (i) mention the Contract Number in the subject line; and
 - (ii) be in the form of a non-editable electronic image (pdf, tif or other common non editable file format agreed between the Parties) of the notice signed by an Authorised Signatory with individual representation right or by two or more Authorised Signatories with joint representation right of the Borrower, as appropriate, attached to the electronic mail.
- (d) 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.
- (e) Without affecting the validity of electronic mail notices or communication made in accordance with this Article članak 12, the following notices, communications and documents shall also be sent by registered letter to the relevant Party at the latest on the immediately following Business Day:

- (i) Disbursement Request;
 - (ii) revocation of a Disbursement Request according to Article 1.2.C(b);
 - (iii) any notices and communication in respect of the deferment, cancellation and suspension of a disbursement of any Tranche, interest revision or conversion of any Tranche, Market Disruption Event, Prepayment Request, Prepayment Notice, Event of Default, any demand for prepayment; and
 - (iv) any other notice, communication or document required by the Bank.
- (f) The Parties agree that any above communication (including via electronic mail) is an accepted form of communication, shall constitute admissible evidence in court and shall have the same evidential value as an agreement under hand (*sous seing privé*).

12.1.B Addresses

The address and electronic mail address (and the department, for whose attention the communication is to be made) of each Party for any communication to be made or document to be delivered under or in connection with this Contract is:

For the Bank: Attention: Operations
 Adriatic Sea Department/Division for Croatia, Slovenia public sector & corporates Adriatic Sea
 100 boulevard Konrad Adenauer
 L-2950 Luxembourg
 E-mail address: contactline-95797@eib.org

For the Borrower: Attention: Ministry of Finance
 Katančićeva 5
 10 000 Zagreb
 Croatia
 E-mail address: kabinet@mfin.hr

For the Promoter: Attention: Ministry of the Sea, Transport and Infrastructure
 Prisavlje 14
 10 000 Zagreb
 Croatia
 E-mail address: ministar@mmpi.hr

12.1.C Notification of communication details

The Bank and the Borrower shall promptly notify the other Party in writing of any change in their respective communication details.

12.2 English language

- (a) Any notice or communication given under or in connection with this Contract must be in English.
- (b) All other documents provided under or in connection with this Contract must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Bank, accompanied by a certified English translation and, in this case, the English translation will prevail.

12.3 Recitals, Schedules and Annexes

The Recitals and following Schedules form part of this Contract:

Schedule A	Project Specification and Reporting
Schedule B	Definition of EURIBOR
Schedule C	Form of Disbursement Request (Article 1.2.B)
Schedule D	Interest Rate Revision and Conversion
Schedule E	Certificates to be provided by the Borrower

The following Annexes are attached hereto:

Annex I	Form of legal opinion from the Minister of Justice
Annex II	Form A/B

12.4 Entry into force

This Contract shall enter into force on the date of entry into force of the law of its ratification.

Signature page for Contract Number (FI N°) 95.797

The Parties have caused this Contract to be executed in the English language by way of exchange by e-mail of a digital copy of the Contract duly executed by the Parties.

Without prejudice to the above and for the purposes of keeping records of the execution of this Contract, 3 (three) hardcopy originals, executed on behalf of the Bank, shall be sent to the Borrower, which shall execute each original. The receipt by the Bank of 2 (two) originals of this Contract shall constitute a condition precedent for the disbursement of the first Tranche.

In Zagreb, this 17 day of January 2024 and
in Luxembourg, this 22nd day of January 2024.

Signed for and on behalf
of

THE REPUBLIC OF
CROATIA

The Minister of Finance

Marko PRIMORAC

Signed for and on behalf of

EUROPEAN INVESTMENT BANK

Head of Division

Loan Officer

Hanna KARCZEWSKA

Olga PASCENCO

Project Specification and Reporting

A.1 Technical Description

A.1.1 Purpose, Location

The Project, financing of which is structured as a framework loan, consists of supporting railway schemes in Croatia developed by the Ministry of the Sea, Transport and Infrastructure (MSTI) of Croatia as the Promoter and aligned with the objectives of the Transport Development Strategy of the Republic of Croatia for period 2017-2030, Sector policy letter entitled "Modernization and Restructuring of the Railway Sector", Railway System Development Strategy of the Republic of Croatia until 2032, National Plan for Railway Infrastructure Development for the period until 2030, National Plan for Managing Railway Infrastructure and Service Facilities and for Development Rail Transport Service for the period until 2030.

Description

The Project includes railway infrastructure and rolling stock schemes. Some schemes may be co-financed by EU grants. The eligible investments are as follows:

	Eligible Investments
Railway infrastructure	<p>Rehabilitation, modernisation and new construction of strategic (TEN-T), national, regional and local railway infrastructure under the responsibility of HŽI:</p> <ul style="list-style-type: none"> • Technical components may include railway tracks, structures, civil engineering, signalling and electronic control systems, passenger stations and stops and ancillary investments such as rail safety schemes, road, cycling and walking infrastructure; • Preparatory works and studies, as far as associated to the technical components above; • Development of supporting capabilities such as new railway specific software (timetable management, etc.); • Rail depots, including but not limited to those for rolling stock under responsibility of HŽPP; • Schemes may include, installation of infrastructure for the use of renewable and alternative energy sources.
Train rolling stock and depots	<p>Purchase of new rolling stock (passenger and freight trains) by HŽPP:</p> <ul style="list-style-type: none"> • Battery powered multiple units (BMU); • Battery electric powered multiple units (BEMUs); • Charging infrastructure for battery using trains (BMUs and BEMUs); • Trains and passenger coaches which have zero direct (tailpipe) CO2 emission when operated on a track with necessary infrastructure, and use a conventional engine where such infrastructure is not available (bi mode).

All schemes shall be aligned with the EIB Transport Lending Policy and EIB Climate Bank Roadmap. Schemes shall comply with the application of relevant TSI standards including:

- o Regulation 2014/1299/EU (Infrastructure),
- o Regulation 2014/1303 (Safety in railway tunnels),
- o Regulation 2014/1300/EU (Accessibility for persons with reduced mobility and disabilities),
- o Regulation 2014/1301/EU (Energy), and
- o Regulation (EU) 2023/1695 (Control command and signalling).
- o Regulation (EU) 1302/2014 (Locomotives and Passengers)
- o Regulation (EU) 321/2013 (Freight wagons)
- o Regulation (EU) 1305/2014 (Telematics Applications for Freight Service)
- o Regulation (EU) 454/2011 (Telematics Applications for Passenger Service)
- o Regulation (EU) 2023/1694 amending Regulations (EU) No 321/2013, (EU) No 1299/2014, (EU) No 1300/2014, (EU) No 1301/2014, (EU) No 1302/2014, (EU) No 1304/2014 and Implementing Regulation (EU) 2019/777
- o The positive assessed national rules notified to the Commission in accordance with Article 8 of Directive (EU) 2016/798 and Article 14 of Directive (EU) 2016/797.

Calendar

The schemes will be implemented in the period 2024-2032.

Allocation Procedure

The Bank's loan will be allocated to eligible schemes, satisfying the conditions listed in the technical description with procedures commensurate with the scheme size and in line with applicable framework loan procedures:

- Eligible schemes with an investment cost below EUR 25 million are selected by the Promoter. The choices are subject to confirmation of eligibility by the Bank's services after disbursement to the schemes concerned. The Promoter shall submit an Allocation Request in a form required by the Bank (as defined in this Schedule A.1.2 below).
- Eligible schemes with a cost between EUR 25 million and EUR 50 million are submitted to the Bank for approval before allocating Bank funds to the schemes, using a template as defined in Schedule A.1.2 or a feasibility study. The Bank keeps the right to ask for additional information; partial or in-depth appraisal of the scheme will be undertaken, if judged necessary. Appraisal of such schemes may result in additional conditions and/or undertakings that will be stated in the Allocation Letter. Should the Borrower not accept these conditions/undertakings it should inform the Bank in writing within 10 days from the receipt of the Allocation Letter and the Bank will proceed with re-allocation.
- Eligible schemes with a cost above EUR 50 million are to be treated, in principle, as separate loans and appraised separately by the Bank's services. Schemes will be subject to approval before allocation of the loan's funds to the scheme. The Promoter shall provide documentation requested by the Bank, at its discretion, as individually indicated by the Bank to the Promoter. Appraisal of such schemes may result in additional conditions and/or undertakings that will be stated in the Allocation Letter. Should the Borrower not accept these conditions/undertakings it should inform the Bank in writing within 10 days from the receipt of the Allocation Letter and the Bank will proceed with re-allocation.
- All Allocation Requests will include a procurement plan for the corresponding schemes.
- The final allocation date shall not exceed 31 December 2032.

ALLOCATION NO. DATE:		X DD/MM/YYYY																			
Name of EIB Operation:		0																			
Number of EIB Operation:		0																			
Currency:		EUR																			
ALLOCATION and MONITORING TABLE (FOR ALL SCHEMES INCLUDED IN EIB OPERATION) - individual schemes																					
No. (order)	Sector	Scheme name (brief)	Scheme description (main features, objectives) and location	Responsible Department/Implementing body	Implementation dates		Total cost of the scheme (EUR)	Financing Sources (EUR)		EIB Funds Allocated (EUR)	Environmental compliance		Indicator		If applicable please specify						
					start mmyyyy	end myyyyy		EU	Other		EIA	Nature conservation (Natura 2000)	Procurement	Output	Outcome	% of total cost related to climate change adaptation/mitigation	Traffic/AADT	Permanent employment created after projects completed	No of road fatalities saved		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)		
	Sectors																				
	Sectors																				
	Sectors																				
	Sectors																				
	Sectors																				
	Sectors																				
Total																					
Explanatory notes:																					
(1) No. order																					
Sector: 1 Urban infrastructure (urban roads, schools, cultural facilities, etc.), 2 Mobility, 3 Drainage, 4 Smart Cities, 6 (For Social/housing schemes, please use the specific allocation table) 7 Other. (Please indicate sector)																					
(2)																					
(3) Project name																					
(4) Brief project description of the project (description, justification) and location																					
(5) Responsible Department for implementation																					
(6)/(7) Please indicate the latest estimated dates for start and completion of the project. Estimated total investment cost paid by the promoter (prior deduction of EU ineligible cost)																					
(8) Financial Sources (EU grants, Municipal funds and other (National, etc.))																					
(9)/(10) EIB funds allocated																					
(11)																					
(12) Please indicate: (A) Subject to EIA, Annex I of the EIA Directive. Please, provide copy of NTS or a link to a public version of it on a relevant public entity's official website at allocation or as soon as available. (B) Subject to EIA, Annex II "screened in" of the EIA Directive. Please, provide copy of NTS or a link to a public version of it on a relevant public entity's official website at allocation or as soon as available. (C) Screened out project; no EIA required. The promoter shall ensure that a screening procedure taking into account the criteria listed in Annex III of EU EIA Directive was carried out by the environmental competent authority. The screening decision can be common for several schemes. A copy of this decision might be requested by the EIB. (D) Other																					
(13) It refers to Natura 2000 or other habitats areas of international or national importance. Please indicate: (A) No significant impact, potential or likely, on a conservation site (Natura 2000 or otherwise). In that case a declaration signed by the Competent Authority Form A - or its equivalent - has to be provided. (B) A significant impact, potential or likely, on a conservation site. In that case Form B - or its equivalent - has to be signed by the Competent Authority and submitted to the Bank, together with the justification of overriding public interest as well as the opinion of the European Commission, if applicable by the Article 6 (4) of the Habitats Directive. (C) Not applicable																					
(14) Please indicate the tender procedure - "I" International Open Tender, "N" National Open Tender, "Ne" Negotiation procedure, "D" Direct Attribution, "Em" Emergency Procedure and, "C" Consultation (when applicable)																					
(15)/(20) Sector indicators																					

A.1.3 Project Fiche for Schemes with total costs between EUR 25 million and EUR 50 million

PROJECT FICHE
(for Schemes with total costs between EUR 25million-50million)

FRAMEWORK LOAN FOR THE PROJECT “REVITALIZATION OF THE RAILWAY SYSTEM OF THE REPUBLIC OF CROATIA”²(2022-0660)

This fiche could be replaced by any internal document (e.g. application submitted by the beneficiary) providing the same information.

<p><u>Scheme Name:</u></p> <p><u>Scheme reference number:</u></p> <p><u>Implementing body:</u></p> <p><u>Contact Person:</u></p> <p><u>Contact (e-mail, telephone):</u></p>	<p><u>Scheme promoter:</u></p> <p><u>Location:</u></p> <p><u>Sector:</u></p> <p><u>Type:</u> new Project/ extension/ rehabilitation</p> <p><u>Date:</u></p> <p><u>Signature:</u></p>
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1. Scheme

1.1 Background

1.2 Reasons for undertaking the Project and key objectives

(Please refer to the strategic plans to which Project is integrated).

1.3 Technical description of the Project including relevant key dimensions and capacities

1.4 Entity(ies) responsible for Project design, construction and supervision

1.5 Investment cost (total) in EUR

Engineering and supervision	-
Land	-
Civil works (Building work)	-
Equipment	-
Miscellaneous	-
Technical contingencies	-
Price contingencies (...% escalation p.a.), if applicable	-
Interest during construction	-

² The EIB identification of the Project in Serapis is RAILWAY DEVELOPMENT FRAMEWORK LOAN CROATIA

Total	-
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1.5.1 Financial plan and requested allocation

Sources of financing	in EUR
EU funds	
National budget	
Other	
Total	
of which requested EIB loan	

1.6 Expected expenditure schedule (in EUR)

year	2024	n	Total
EUR					

1.7 Expected technical/ economical life-span (years)

1.8 Implementation period (dates: month, year)

a) Start:

b) Completion:

1.9 Authorisation required to implement/operate the Project

Please provide the name(s) of the authority(ies) issuing the relevant permit(s) and whether or not the authorisation(s) has (have) been issued. If permits are not issued, please indicate the expected date.

1.10 Jobs affected by the investment

Number of jobs that will be created, secured or lost as a consequence of the Project.

a) during construction:	
b) post construction (operation and maintenance) – secured:	

1.11 Physical indicators

Please indicate (quantify) planned physical output/result of the Project.

Indicator name and definition	Baseline (year)	Target value (year)
a) ...		
b)		
c)		

1.12 Procurement

Number of contracts, their value and types of tender procedures, timetable.

1.13 Environmental impacts

a) Please explain briefly the effects of the Project on the environment.

b) Does the Project have any particular environmental risks or benefits?

c) Compliance with environmental requirements (local, national, EU) and a summary description of mitigating measures adopted, if any; indicate if an EIA is required and if the Project is located within/impacts a Natura 2000 sites or any other nature conservation site- in the affirmative cases, please provide information on the relevant assessment and administrative decisions for such projects, the Bank services may require further

information. Please enclose the Non-Technical Summary of the EIA, and Form A or Form B signed by the environmental competent authority (if appropriate).

1.14 Operation and maintenance of the facilities:

- a) Organisation in charge of the operation and maintenance of the Scheme:
- b) Operating and maintenance costs and available budget for operation and maintenance:

1.15 Economic and financial aspects

- a) Population served by the Scheme, or other pertinent demand analysis. In the case of road scheme actual and forecast traffic flows have to be included.
- b) If applicable, a summary of cost-benefit or economic feasibility analysis.
- c) If applicable, cost recovery mechanism (Will users be required to contribute to the cost of the Scheme? Tariff policy?).

2. Overall conclusions and recommendations

Place:

Date:

Promoter:

Responsible person:

A.1.4 Indicative project list

Promoter	Enforcement measure	Line type	Project name
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	International railways	Remediation of tracks and switches in Zagreb GK and Sesvete stations
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	International railways	Rehabilitation of railway line on section Sibirj-Okučani, track and switch repair in stations
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	International railways	Rehabilitation of the railway M402 Sava Rasputnica – Zagreb Ranžirni station – Zagreb Klara LK and DK
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	Mechanisation	Acquisition of new modern strategic and small track-side machinery
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	Complete railway network	Rehabilitation of local railway lines back to defined line speed - Procurement of spare parts and equipment for maintenance purposes
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	Complete railway network	Rehabilitation of local railway lines back to defined line speed - Procurement of strategic material for the purpose of speed raising on railway lines
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Ensurance of Zagreb GK-Dugo Selo with an SS device
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renewal of section Sibirj – Slavonski Brod, dk and lk (2x7.3km), on the Novska-Tovarnik-DG (state border) line
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renewal of the section Strizivojna Vrpolje – Ivankovo (21.3 km), on the Novska-Tovarnik-DG (state border) line
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renewal of the section Andrijevci-Garčin lk (7.8 km) and Strizivojna Vrpolje-Andrijevci dk (8.9 km), on the line Novska-Vinkovci-Tovarnik-DG (state border)
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Adjustment of SS devices on section Vinkovci-Tovarnik
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Reconstruction of the existing track and construction of the second railway line on the section Dugo Selo – Križevci

HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Reconstruction of the existing track and construction of the second railway line on the Križevci – Koprivnica section – state border
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renewal of section Ogulin – (Moravice) (29.4 km), on the Zagreb Gk – Rijeka railway
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renewal of the section Generalski Stol-(Oštarije) (21.4 km), on the Zagreb Gk – Rijeka railway
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Ensurance of Slavonski Šamac station and railways Strizivojna Vrpolje-Slavonski Šamac railway with SS equipment
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Modernisation and renewal of Oštarije – Knin railway SS devices
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Regional lines	Renewal of section Kloštar-Koprivnica-Varaždin (74.7 km) on line R202 Varaždin – Dalj and sections Varaždin – Čakovec (11.8 km) on line R201 Zaprešić-Čakovec
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Regional lines	Renewal of Osijek-Koška section (33 km) on the R202 Varaždin-Dalj line
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Complete railway network	Preparation of technical documentation of technical protection of HŽI (definition of the project task, design of the technical protection system) Implementation of the technical protection system and expert supervision of the execution of works
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Complete railway network	Disposal of waste sleepers, track, bridge and scraper
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Complete railway network	FRMCS system with GSM-R compatibility
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Technical documentation	Preparation of technical documentation for modernisation and electrification of railway section R106, section Zabok – Krapina – Đurmanec – DG (state border), L=27 km

HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Technical documentation	Preparation of project documentation for modernisation and electrification of railway line L102, Savski Marof-Kumrovec-DG (state border), L= 38.5 km
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Technical documentation	Development and preparation of the main design of the Bibinje railway bypass
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Buildings in function of transport	Preparation of technical documentation (conceptual project, main design and detailed design) for the complete renovation of the Zagreb GK building
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Buildings in function of transport	Execution of the complete renovation of the building of the Zagreb Central Station
HŽI	M 5.1 Improvement of the Control-Command and Signalling System	IT	A new working timetable tool
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	Local railways	Preparation of technical documentation for reconstruction of line L103 on section Ozalj-Kamanje
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	Local railways	Track repair on the Daruvar-Pčelić section, 41.2 km long
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renewal of the existing track on the section Dugo Selo – Križevci (25.4 km), on the line DG (state border) – Botovo – Dugo Selo
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renewal of sections Donji Kraljevec-Kotoriba (11.6 km), Kotoriba-DG (state border) (3.8 km) and DG (state border)-Čakovec (8.4 km) on line M501 DG (state border)-Čakovec-Kotoriba-DG (state border)
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Modernisation and renewal of the Knin – Split SS devices
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Regional lines	Ensurance of Varaždin and Čakovec Stations with SS devices
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Local railways	Ensurance of Osijek station and railways 1208 Vinkovci-Osijek, section Osijek – Laslovo-Korod with SS devices
HŽI	M 3.1. Energy renovation of locations managed and owned by public railway companies	Buildings in function of transport	Heating renovation project for facilities managed by HŽI
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	International railways	Remediation of tracks and switches in the station Kopanica – Beravci, Slavonski Šamac

HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Restoration of the unstable embankment "Tresetište". Track DG (state border) – Čakovec – Kotoriba – DG (state border)
HŽI	M 3.1. Energy renovation of locations managed and owned by public railway companies M 3.3. Installation of infrastructure for the use of renewable and alternative energy sources	Buildings in function of transport	Energy renovation of buildings
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	Local railways	Railway remediation and remediation of tracks and switches in Pleternica and Čaglin stations
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renovation of the Split Tunnel
HŽPP	TLC Zagreb – project documentation and construction		
HŽPP	Investments in service facility Centar Split		
HŽPP	6 Bi Mode trains (Zagreb-Split)		
HŽPP	4 battery powered trains (Split and Istria region)		
HŽPP	4 battery electric trains (Zagreb-Krapina, Zagreb-Bjelovar)		
HŽPP	Charging stations for battery trains – Lupoglav and Požega (Velika)		
HŽPP	2 trains (EBMV and BMV) and charging stations from NRRP - difference - insufficient funds to complete the project		
HŽPP	Upgrading stationary power connectors to alternative sources of energy		

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

A.2.1 Dispatch of information: designation of the person responsible

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

	Financial Contact	Technical Contact
Company	Ministry of Finance	Ministry of the Sea, Transport and Infrastructure
Contact person	Sector for European Union and International Financial Relations	Directorate for Railway Infrastructure and Transport
Title	not applicable	not applicable
Function / Department financial and technical	not applicable	not applicable
Address	Katančićeva 5, 10000 Zagreb, Republic of Croatia	Prisavlje 14, 10000 Zagreb, Republic of Croatia
Phone	+385 1 4591 258	+385 1 3784 504
Fax	+385 1 4922 598	+385 1 3784 591
Email	sectorifr@mfin.hr	uprava.zeljeznice@mmpi.hr

The above-mentioned contact person(s) is (are) the responsible contact(s) for the time being. The Borrower (acting through the Promoter) shall inform the EIB immediately in case of any change.

A.2.2. Information on specific subjects

The Borrower (acting through the Promoter) shall deliver to the Bank the following information at the latest by the deadline indicated below.

Document / information	Deadline
<i>Copy of the signed Project Agreement</i>	<i>Before first disbursement</i>
<i>Copy of Public Service Contract for HŽPP ending in 2028.</i>	<i>Before first rolling stock disbursement</i>
<i>Before the first allocations towards Project of HŽPP, the promoter shall confirm that there no outstanding state aid issues relating to the public service contract for the railway operator.</i>	<i>Before first allocations towards Project of HŽPP</i>
<i>Copy of tender notice for Public Service Contract following current contract ending in 2028.</i>	<i>At time of publication</i>
<i>Copy of contact award notice for Public Service Contract following current contract ending in 2028.</i>	<i>At time of publication</i>
<i>Overview of Project pipeline with updated costings and clearly marked additions and removals.</i>	<i>Annually, 1 October of each year</i>

A.2.3. Information on the Project's implementation

The Borrower (acting through the Promoter) 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, including: <ul style="list-style-type: none"> - <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 Project pipeline including but not limited to costs, dates for implementation, explaining reasons for variations;</i> - <i>A description of any major issue with impact on the environment and/or social impact for individual Projects or the Project pipeline overall;</i> - <i>Update of the procurement plans for the schemes to which the loan has been allocated;</i> - <i>Update on national railway usage for passenger and freight markets;</i> - <i>Any significant issue that has occurred and any significant risk that may affect the framework loan's operations;</i> - <i>Any significant issue that has occurred and any significant risk that may affect the framework loan's allocated or likely soon to be allocated;</i> - <i>Any legal action concerning the Project that may be on-going;</i> - <i>Non-confidential Project-related pictures, if available;</i> - <i>Any update in the Promoter's or the Project Companies' decarbonisation plan (including targets) or climate resilience plan since contract signature;</i> - <i>An updated Project pipeline including high Project description, anticipated cost and construction period.</i> 	30 June of each year	Annually

A.2.4. Information on the end of works and first year of operation

The Borrower (acting through the Promoter) 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 final Technical Description of the Project as completed, explaining the reasons for any significant change compared to the Technical Description in Schedule A.1;</i> - <i>European Vehicle Numbers of the rolling stock financed by the Bank;</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 variations vs. initial budgeted cost;</i> - <i>Update of the procurement plans for the schemes to which the loan has been allocated;</i> - <i>Employment effects of the Project: person-days required during implementation as well as permanent new jobs created;</i> - <i>A description of any major issue with impact on the environment or social impacts;</i> 	March 2034, 15 months after final year of implementation

<ul style="list-style-type: none">- <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 on-going;</i>- <i>Any update in the Promoter's or Project Companies' decarbonisation plan (including targets) or climate resilience plan since contract signature;</i>- <i>Non-confidential Project-related pictures, if available.</i>	
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Language of reports

All reports shall be delivered in English.

Definition of EURIBOR**EURIBOR**

"EURIBOR" means:

- (a) in respect of a relevant period of less than one month, the Screen Rate (as defined below) for a term of one month;
- (b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and
- (c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the rate is taken or from which the rates are interpolated being the "**Representative Period**").

For the purposes of paragraphs (a) to (c) above:

- (i) "**available**" means the rates, for given maturities, that are calculated and published by Global Rate Set Systems Ltd (GRSS), or such other service provider selected by the European Money Markets Institute (EMMI), or any successor to that function of EMMI, as determined by the Bank; and
- (ii) "**Screen Rate**" means the rate of interest for deposits in EUR for the relevant 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 2 (two) 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 Screen Rate is not so published, the Bank shall request the principal 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 2 (two) quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If no sufficient 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 2 (two) 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. The Bank shall inform the Borrower without delay of the quotations received by the Bank.

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

If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of EMMI (or any successor to that function of EMMI as determined by the Bank) in respect of EURIBOR, the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

If the Screen Rate becomes permanently unavailable, the EURIBOR replacement rate will be the rate (inclusive of any spreads or adjustments) formally recommended by (i) the working group on euro risk-free rates established by the European Central Bank (ECB), the Financial Services and Markets Authority (FSMA), the European Securities and Markets Authority (ESMA) and the European Commission, or (ii) the European Money Market Institute, as the

administrator of EURIBOR, or (iii) the competent authority responsible under Regulation (EU) 2016/1011 for supervising the European Money Market Institute, as the administrator of the EURIBOR, or (iv) the national competent authorities designated under Regulation (EU) 2016/1011, or (v) the European Central Bank.

If no Screen Rate and/or the EURIBOR replacement rate is available as provided above, EURIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

Form of Disbursement Request (Article 1.2.B)

Disbursement Request

FRAMEWORK LOAN FOR THE PROJECT "REVITALIZATION OF THE RAILWAY SYSTEM OF THE REPUBLIC OF CROATIA"⁴

Date

--

Please proceed with the following disbursement:

Contract name	FRAMEWORK LOAN FOR THE PROJECT "REVITALIZATION OF THE RAILWAY SYSTEM OF THE REPUBLIC OF CROATIA"
Contract number	95.797
Preferred disbursement date	
Currency and Amount	

I N T E R E S T	Interest rate basis (Art. članak 3)	
	Rate (%) or Spread (basis points)	
	Frequency (Art. članak 3)	Annual <input type="checkbox"/> Semi-annual <input type="checkbox"/> Quarterly <input type="checkbox"/>
	Payment Dates (Art. 3.1)	
	Interest Revision/Conversion date (if any)	
C A P I T A L	Repayment frequency	Annual <input type="checkbox"/> Semi-annual <input type="checkbox"/> Quarterly <input type="checkbox"/>
	Repayment methodology (Art. članak 4)	Equal instalments <input type="checkbox"/> Constant annuities <input type="checkbox"/>
	First Repayment Date	
	Last Repayment Date	

³ To be provided on paper bearing the Borrower's letterhead⁴ The EIB identification of the Project in Serapis is RAILWAY DEVELOPMENT FRAMEWORK LOAN CROATIA

IMPORTANT NOTICE TO THE BORROWER:

PLEASE ENSURE THAT THE LIST OF AUTHORISED SIGNATORIES AND ACCOUNTS PROVIDED TO THE BANK HAS BEEN DULY UPDATED PRIOR TO THE SUBMISSION OF ANY DISBURSEMENT REQUEST. IN THE EVENT THAT ANY SIGNATORIES OR ACCOUNTS APPEARING IN THIS DISBURSEMENT REQUEST ARE NOT INCLUDED IN THE LATEST LIST OF AUTHORISED SIGNATORIES AND ACCOUNTS (AS DISBURSEMENT ACCOUNT) RECEIVED BY THE BANK, THIS DISBURSEMENT REQUEST SHALL BE REGARDED AS NOT HAVING BEEN MADE.

IN ADDITION, IF THIS IS THE FIRST DISBURSEMENT REQUEST UNDER THE FINANCE CONTRACT, THE CONDITIONS SET OUT IN ARTICLE 1.4.A OF THE FINANCE CONTRACT MUST HAVE BEEN MET TO THE SATISFACTION OF THE BANK PRIOR TO THE DATE HEREOF.

Disbursement Account (as defined in the Finance Contract) to be credited:

Disbursement Account N°:

Disbursement Account Holder/Beneficiary:

(please, provide IBAN format if the country is included in IBAN Registry published by SWIFT, otherwise an appropriate format in line with the local banking practice should be provided)

Bank name and address:

Bank identification code (BIC):

Payment details to be provided:

Please transmit information relevant to:

Name(s) of the Borrower's Authorised Signatory (as defined in the Finance Contract)

.....

Signatures of the Borrower's Authorised Signatory (as defined in the Finance Contract)

Interest Rate Revision and Conversion

If an Interest Revision/Conversion Date has been included in the Disbursement Notice for a Tranche, the following provisions shall apply.

A. Mechanics of Interest Revision/Conversion

Upon receiving an Interest Revision/Conversion Request the Bank shall, during the period commencing 60 (sixty) days and ending 30 (thirty) days before the Interest Revision/Conversion Date, deliver to the Borrower an Interest Revision/Conversion Proposal stating:

- (a) the Fixed Rate and/or Spread that would apply to the Tranche, or of its part indicated in the Interest Revision/Conversion Request pursuant to Article članak 3; and
- (b) that such rate shall apply until the Maturity Date or until a new Interest Revision/Conversion Date, if any, and that interest is payable quarterly, semi-annually or annually, in accordance with Article članak 3, in arrear on designated Payment Dates.

The Borrower may accept in writing an Interest Revision/Conversion Proposal by the deadline specified therein.

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

Fixed Rates and Spreads are available for periods of not less than 4 (four) years or, in the absence of a repayment of principal during that period, not less than 3 (three) years.

B. Effects of Interest Revision/Conversion

If the Borrower duly accepts in writing a Fixed Rate or a Spread in respect of an Interest Revision/Conversion Proposal, the Borrower shall pay accrued interest on the Interest Revision/Conversion Date and thereafter on the designated Payment Dates.

Prior to the Interest Revision/Conversion Date, the relevant provisions of this Contract and Disbursement Notice shall apply to the Tranche in its entirety. From and including the Interest Revision/Conversion Date onwards, the provisions contained in the Interest Revision/Conversion Proposal relating to the new Fixed Rate or Spread shall apply to the Tranche (or any part thereof, as indicated in the Interest Revision/Conversion Request) until the new Interest Revision/Conversion Date, if any, or until the Maturity Date.

C. Partial or no Interest Revision/Conversion

In case of a partial Interest Revision/Conversion, the Borrower will repay, without indemnity, on the Interest Revision/Conversion Date the part of the Tranche that is not covered by the Interest Revision/Conversion Request and which is therefore not subject to the Interest Revision/Conversion.

If the Borrower does not submit an Interest Revision/Conversion Request or does not accept in writing the Interest Revision/Conversion Proposal for the Tranche or if the Parties fail to effect an amendment requested by the Bank pursuant to paragraph A above, the Borrower shall repay the Tranche in full on the Interest Revision/Conversion Date, without indemnity.

Certificates to be provided by the Borrower**E.1 Form of Certificate from Borrower (Article 1.4.D)**

From: The Republic of Croatia
To: European Investment Bank
Date:
Subject: Finance Contract between European Investment Bank and the Republic of Croatia dated [/] (the "**Finance Contract**")
Contract Number 95.797 Operation Number 2022-0660

Dear Sirs,

We refer to the Finance Contract. Terms defined in the Finance Contract have the same meaning when used in this letter.

For the purposes of Article 1.4 of the Finance Contract we hereby certify to you as follows:

- (a) no Security of the type prohibited under Article 7.2 has been created or is in existence;
- (b) there has been no material change to any aspect of the Project or in respect of which we are obliged to report under Article članak 8, save as previously communicated by us;
- (c) no event or circumstance which constitutes or would with the passage of time or the giving of notice or the making of any determination under the Finance Contract (or any combination of the foregoing) constitute a Prepayment Event or an Event of Default has occurred and is continuing unremedied or unwaived;
- (d) we have sufficient funds available to ensure the timely completion and implementation of the Project in accordance with Schedule A;
- (e) no litigation, arbitration administrative proceedings or investigation is current or to our knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against us or any of the Project Companies any unsatisfied judgement or award;
- (f) the representations and warranties to be made or repeated by us under Article 6.10 are true in all material respects;
- (g) no Material Adverse Change has occurred, as compared with the situation at the date of the Finance Contract;
- (h) the most recent List of Authorised Signatories and Accounts provided to the Bank by the Borrower is up-to-date and the Bank may rely on the information set out therein.

We undertake to immediately notify the Bank if any the above fails to be true or correct as of the Disbursement Date for the proposed Tranche.

Yours faithfully,

For and on behalf of the Republic of Croatia

Form of legal opinion from the Minister of Justice

To: European Investment Bank
 100, Boulevard Konrad Adenauer
 L-2950 Luxembourg
 Grand Duchy of Luxembourg
 For the attention of: Legal Department – Operations

From: Minister of Justice of the Republic of Croatia

Date:

Subject: Finance Contract between European Investment Bank and the Republic of Croatia dated [/] (the "**Finance Contract**")
 Contract Number 95.797 Operation Number 2022-0660

Dear Sirs,

I am giving this opinion pursuant to Article 1.4.B(b) of the Finance Contract (the "**Finance Contract**") for the FRAMEWORK LOAN FOR THE PROJECT "REVITALIZATION OF THE RAILWAY SYSTEM OF THE REPUBLIC OF CROATIA"⁵ in an amount of EUR 400,000,000 (four hundred million euros) made on [/] 2024 between the Republic of Croatia, represented by the Minister of Finance (the "**Borrower**") and the European Investment Bank (the "**Bank**").

All terms used herein and not otherwise defined shall have the same meaning as in the Finance Contract.

In my capacity as the Minister of Justice of the Republic of Croatia, I have examined an original of the Finance Contract and I have examined such laws, documents and other matters as I have deemed necessary or appropriate for the purpose of giving this opinion. Based upon the foregoing, I am of the opinion and state, respectively, that, in line with, *inter alia*, the Constitution of the Republic of Croatia and the Law on the Conclusion and Execution of Treaties:

1. Subject to the foregoing, I am of the opinion that the Finance Contract has been duly signed and delivered on behalf of the Borrower by the Minister of Finance, representing the Republic of Croatia in accordance with all applicable provisions, including but not limited to any law on public finances, currently in force;
2. No provision exists in the Republic of Croatia, which would make it necessary that the Finance Contract be filed, recorded or enrolled with any court or authority in order to ensure its legality, validity or enforceability, other than the publication of notice of the execution, delivery, ratification and performance of the Finance Contract, which has been completed;
3. No authorisation by any other authority is necessary in order to ensure the legality, validity or enforceability of the Finance Contract, other than the ratification of the Finance Contract by the Croatian Parliament, which has been performed;
4. The choice of the law of the Grand Duchy of Luxembourg as the law governing the Finance Contract is valid and enforceable;
5. Pursuant to Article 11.2 of the Finance Contract, the Court of Justice of the European

Union shall have jurisdiction in connection with any claim or dispute between the

⁵ The EIB identification of the Project in Serapis is RAILWAY DEVELOPMENT FRAMEWORK LOAN CROATIA

Borrower and the Bank, and any judgement of such court pertaining to the Finance Contract may be enforced in the Republic of Croatia. The waiver of immunity under said Article 11.2 of the Finance Contract is a legally valid and binding obligation of the Borrower;

6. No taxes, duties, fees or other charges, including, without limitation, any registration or transfer tax, stamp duty or similar levy, imposed by the Borrower or any political subdivision or taxing authority thereof or therein are payable in connection with the execution and delivery of the Finance Contract, nor in connection with any payment to be made by the Borrower to the Bank pursuant to the same Finance Contract.

Based on the foregoing, I am of the opinion that all requirements currently applicable to the Borrower and/or governing the Finance Contract in relation to the laws of the Republic of Croatia have been complied with and that the Finance Contract constitutes valid and legal obligation of the Borrower enforceable in accordance with its terms.

Yours faithfully,

Form A/B**FRAMEWORK LOAN FOR THE PROJECT "REVITALIZATION OF THE RAILWAY SYSTEM OF THE REPUBLIC OF CROATIA"⁶****I. DIO – FORM A- PART 1****Obrazac A – Ocjena prihvatljivosti sukladno članku 6. stavak 3. nije bila potrebna****IZJAVA TIJELA NADLEŽNOG ZA PRAĆENJE STANJA
NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE⁷**

Nadležno tijelo:..... ,

nakon što je ispitalo prijedlog projekta⁸.....

koji će se izvoditi na području:.....

izjavljuje kako nije izgledno da će projekt imati značajan utjecaj na područje iz mreže NATURA 2000 iz sljedećih razloga:

Stoga se smatra kako ocjena prihvatljivosti propisana člankom 6. stavak 3. nije potrebna.

U prilogu je sadržan zemljovid u mjerilu 1:100.000 (ili najbližem mogućem mjerilu) koji prikazuje lokaciju projekta kao i zahvaćena područja iz mreže NATURA 2000, ako takva postoje.

Datum (dd/mm/gggg):

Potpis:

⁶ The EIB identification of the Project in Serapis is RAILWAY DEVELOPMENT FRAMEWORK LOAN CROATIA

⁷ Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima.

⁸ Uzimajući u obzir zahtjeve iz članka 6. stavak 3. Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore

Ime i prezime:

Dužnost:

Organizacija:

(Tijelo nadležno za praćenje stanja na područjima iz mreže NATURA 2000)

Službeni pečat:

II. DIO – FORM A- PART 2

Obrazac A – Procjena utjecaja na područje NATURA 2000 – Nema rizika značajnog utjecaja

**IZJAVA TIJELA NADLEŽNOG ZA PRAĆENJE STANJA
NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE⁹**

Nadležno tijelo..... ,

nakon što je ispitalo prijedlog projekta¹⁰..... ,

koji će se izvoditi na..... ,

izjavljuje kako, slijedom ocjene prihvatljivosti propisane člankom 6. stavak 3. Direktive 92/43/EEZ, projekt neće imati značajnih utjecaja na područje od važnosti za zaštitu prirode¹.

Molimo vas da iznesete sažetak zaključaka ocjene prihvatljivosti obavljene sukladno članku 6. stavak 3. Direktive 92/43/EEZ:

Molimo vas da iznesete sažeti prikaz mjera ublažavanja neophodnih za potrebe projekta:

U prilogu je sadržan zemljovid u mjerilu 1:100.000 (ili najbližem mogućem mjerilu) koji prikazuje lokaciju projekta kao i područje od važnosti za zaštitu prirode.

Potpis:

Ime i prezime i dužnost:

Organizacija (tijelo nadležno za praćenje stanja na područjima iz mreže NATURA 2000)

⁹ Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima

¹⁰ Uzimajući u obzir zahtjeve iz članka 6. stavak 3. Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore.

Službeni pečat:

Obrazac B – Rizik značajnog utjecaja – FORM B**PODACI TIJELA NADLEŽNOG ZA PRAĆENJE STANJA
NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE¹¹**

Nadležno tijelo.....,

nakon što je ispitalo¹² prijedlog projekta.....,

koji će se izvoditi na području.....

iznosi sljedeće podatke i dokumentaciju koja se Europskoj komisiji dostavlja (označiti odgovarajuće polje):

na uvid (čl. 6. st. 4.(1))

na davanje mišljenja (čl. 6. st. 4.(2))

Država članica:

Nadležno domaće tijelo:

Adresa:

Osoba za kontakte:

Tel., faks, e-pošta:

Datum:

Sadrži li obavijest osjetljive podatke? Ako sadrži, molimo da ih naznačite i obrazložite.

1. PLAN ILI PROJEKT

¹¹ Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima.

¹² Uzimajući u obzir zahtjeve iz članka 6. stavak 4. Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore

Naziv plana/projekta:

Predlagatelj:

Sažetak plana ili projekta koji ima utjecaj na predmetno područje:

Opis i lokacija projektnih sastavnica i djelatnosti s potencijalnim učincima, uz točnu naznaku pogođenih područja (uključujući zemljovide):

2. OCJENA NEGATIVNIH UTJECAJA¹³

Naziv i oznaka pogođenog (pogođenih) područja iz mreže Natura 2000:

Molimo vas da označite odgovarajuće polje.

- područje posebne zaštite (**SPA**) prema Direktivi o pticama
- područje posebne zaštite/posebno područje zaštite (**SCI/SAC**) prema Direktivi o staništima
- područje na kojem se **nalazi** neko **prioritetno** stanište/vrsta
- pogođena** su **prioritetna** staništa/vrste
- močvarno područje od međunarodne važnosti, koje je kao takvo određeno sukladno **Ramsarskoj konvenciji** ili ispunjava uvjete za takvu zaštitu
- područje uvršteno u najnoviji popis **područja važnih za ptice** (IBA) ili (ako postoji) kakav istovrijedan iscrpniji znanstveni popis prihvaćen od domaćih nadležnih tijela
- područje na koje se primjenjuje **Bernska konvencija** o zaštiti europskih divljih vrsta i prirodnih staništa (čl. 4.), a osobito područje koje ispunjava kriterije **Smaragdne mreže**
- područja zaštićena domaćim propisima o zaštiti prirode

Ciljevi očuvanja područja i ključne značajke koje doprinose njegovoj cjelovitosti:

Staništa i vrste koje će biti pogođene štetnim posljedicama (npr. naznaka njihove reprezentativnosti i, ako je primjenjivo sukladno čl. 17., stanja njihove očuvanosti i stupnja izoliranosti te njihovih uloga i funkcija na predmetnom području).

¹³ Napomena: Naglasak treba staviti na očekivane štetne utjecaje na staništa i vrste zbog kojih je predmetno područje predloženo za uvrštenje u mrežu Natura 2000. Potrebno je navesti sve podatke koji bi mogli biti bitni u svakom pojedinom slučaju, ovisno o utvrđenim posljedicama po zahvaćene vrste i staništa.

Važnost područja za staništa i vrste koje će biti pogođene (npr. obrazloženje uloge predmetnog područja na državnoj razini i unutar biogeografske regije te u odnosu na cjelovitost mreže Natura 2000).

Opis očekivanih štetnih utjecaja (nestanak staništa/vrsta, pogoršanje stanja, uznemiravanje vrsta, izravni i neizravni učinci itd.), razmjera utjecaja (površina staništa i broj vrsta ili područja na kojima se one javljaju, a koja su pogođena projektom), važnosti i veličine (npr. razmatranje pogođene površine ili populacije u odnosu na ukupnu površinu ili populaciju na razini predmetnog područja i, možebitno, cijele zemlje) te lokacije (uključujući zemljovide).

Možebitne kumulativne i ine posljedice koje bi po svoj prilici mogle nastati uslijed provedbe plana ili projekta koji je predmet ocjene u sprezi s provedbom drugih planova ili projekata.

Mjere ublažavanja predviđene projektom (opis načina na koji će se iste provesti i na koji će se time izbjeći li umanjiti nepovoljne posljedice po predmetno područje).

3. ZAMJENSKA RJEŠENJA

Naznaka i opis mogućih zamjenskih rješenja, uključujući mogućnost neprovođenja projekta, tj. "nultu" opciju (navesti kako su utvrđena, koji su postupci i metode korišteni itd.)

Ocjena zamjenskih rješenja koja su razmotrena i obrazloženje odabranog zamjenskog rješenja (razlozi zbog kojih su nadležna domaća tijela zaključila kako ne postoje nikakva zamjenska rješenja)

4. IMPERATIVNI RAZLOZI PRETEŽUĆEG JAVNOG INTERESA

Razlog za provedbu ovog plana ili projekta unatoč njegovim negativnim utjecajima:

Imperativni razlozi pretežućeg javnog interesa, uključujući razloge društvene ili gospodarske naravi (u slučaju da nema prioritetnih staništa/vrsta)

ljudsko zdravlje

javna sigurnost

korisne posljedice od prvenstvene važnosti za okoliš

ostali imperativni razlozi pretežućeg javnog interesa

Opis i obrazloženje prevage tih razloga¹⁴:

5. KOMPENZACIJSKE MJERE¹⁵

¹⁴ Potrebna razina podrobnosti može se razlikovati ovisno o tome dostavlja li se obavijest na uvid ili radi dobivanja mišljenja.

¹⁵ Potrebna razina podrobnosti može se razlikovati ovisno o tome dostavlja li se obavijest na uvid ili radi dobivanja mišljenja.

Ciljevi, ciljna obilježja (staništa i vrste) i ekološki procesi/funkcije koje treba kompenzirati (razlozi, zašto su te mjere prikladne za kompenziranje negativnih utjecaja))

Obuhvat kompenzacijskih mjera (površina područja, brojnost populacije)

Naznaka i lokacija područja obuhvaćenih kompenzacijskim mjerama (uključujući zemljovide)

Dosadašnje stanje i uvjeti na područjima obuhvaćenim kompenzacijskim mjerama (postojeća staništa i njihovo stanje, vrsta zemljišta, namjena zemljišta itd.)

Očekivani rezultati i obrazloženje načina na koji će se predloženim mjerama kompenzirati štetni utjecaji na cjelovitost područja i omogućiti očuvanje cjelovitosti mreže Natura 2000

Vremenski raspored provedbe kompenzacijskih mjera (uključujući dugoročnu provedbu), uz naznaku rokova u kojima se očekuje ostvarivanje očekivanih rezultata

Metode i tehnike koje se predlažu za provedbu kompenzacijskih mjera i ocjena njihove izvodljivosti i moguće djelotvornosti

Troškovi i financiranje predloženih kompenzacijskih mjera

Odgovornost za provedbu kompenzacijskih mjera

Praćenje provedbe kompenzacijskih mjera gdje god je to predviđeno (npr. ako postoji neizvjesnost u pogledu djelotvornosti mjera), ocjena rezultata i poduzimanje daljnjih koraka

Članak 3.

Financijske obveze koje će nastati za Republiku Hrvatsku kao zajmoprimca temeljem Ugovora iz članka 1. ovoga Zakona planirat će se i podmirivati u skladu sa odredbama propisa o izvršavanju državnog proračuna Republike Hrvatske za godine prema planovima otplate do konačne otplate zajma.

Članak 4.

Provedba ovoga Zakona u djelokrugu je tijela državne uprave nadležnih za poslove financija, prometa i infrastrukture.

Članak 5.

Ugovor o financiranju iz članka 1. ovoga Zakona stupa na snagu datumom stupanja na snagu ovoga Zakona.

Članak 6.

Ovaj Zakon stupa na snagu osmoga dana od dana objave u „Narodnim novinama“.

OBRAZLOŽENJE

Člankom 1. Konačnog prijedloga Zakona utvrđuje se da Hrvatski sabor potvrđuje Ugovor o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma, sukladno članku 140. stavku 1. Ustava Republike Hrvatske („Narodne novine“, br. 85/10. – pročišćeni tekst i 5/14. – Odluka Ustavnog suda Republike Hrvatske), čime se iskazuje formalni pristanak Republike Hrvatske da bude vezana ovim Ugovorom o financiranju, na temelju čega će ovaj pristanak biti iskazan i u odnosima s drugom ugovornom strankom.

Članak 2. sadrži tekst Ugovora o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

Člankom 3. propisuje se način planiranja i podmirivanja financijskih obveza koje nastaju za Republiku Hrvatsku kao zajmoprimca na temelju Ugovora o financiranju.

Člankom 4. utvrđeno je da je provedba ovoga Zakona u djelokrugu tijela državne uprave nadležnih za poslove financija, prometa i infrastrukture.

Člankom 5. utvrđuje se da Ugovor o financiranju između Republike Hrvatske i Europske investicijske banke za Projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma stupa na snagu datumom stupanja na snagu ovoga Zakona.

Člankom 6. utvrđuje se stupanje na snagu ovoga Zakona.

Prilog – Preslika teksta Ugovora o financiranju između Republike Hrvatske i Europske investicijske banke za projekt „Revitalizacija željezničkog sustava Republike Hrvatske“ iz okvirnog zajma

Contract Number (FI N°) 95.797

Operation Number (Serapis N°) 2022-0660

EIB Internal Classification Level – Corporate Use

**FRAMEWORK LOAN FOR THE PROJECT
"REVITALIZATION OF THE RAILWAY SYSTEM OF THE
REPUBLIC OF CROATIA"¹**

Finance Contract

between the

Republic of Croatia

and the

European Investment Bank

Zagreb, 17 JANUARY 2024

Luxembourg, 22 January 2024

¹ The EIB identification of the Project in Serapis Is RAILWAY DEVELOPMENT FRAMEWORK LOAN CROATIA





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THIS CONTRACT IS MADE BETWEEN:

The Republic of Croatia, acting by and through its Ministry of Finance, represented by Mr. Marko Primorac, the Minister of Finance,

(the "**Borrower**")

of the first part, and

the European Investment Bank having its seat at 100 blvd Konrad Adenauer, Luxembourg, L-2950 Luxembourg, represented by Mrs. Hanna Karczewska, Head of Division and by Mrs. Olga Pascenco, Loan Officer,

(the "**Bank**")

of the second part.

The Bank and the Borrower together are referred to as the "**Parties**" and any of them is a "**Party**".

**WHEREAS:**

(a) The Borrower has stated that it is undertaking various investments in the railway sector in Croatia through the Ministry of the Sea, Transport and Infrastructure as the promoter (the "**Promoter**"), mainly in sustainable transport systems in the railway sector, through the rehabilitation, modernisation, expansion and improvement of the railway infrastructure and the rolling stock, and related to the EU financing perspective for the Borrower, including EU funding from the Operational Program 2021-2027, the Recovery and Resilience Facility (RRF), the Connecting Europe Facility and other EU envelopes, as more particularly described in the technical description (the "**Technical Description**") set out in Schedule A.1. All such investment schemes (each hereinafter referred to as the "**Scheme**"), which are the subject of the Letter(s) of Allocation from the Bank shall collectively constitute and be hereinafter collectively referred to as the project (the "**Project**") and shall be carried out and managed by HŽ Infrastruktura d.o.o. (HŽI) for infrastructure projects and HŽ Putnički prijevoz d.o.o. (HŽPP) for passenger rolling stock.

(b) The total cost of the Project, as estimated by the Bank, is EUR 2,600,000,000 (two billion and six hundred million euros) and the Borrower has stated that it intends to finance the Project as follows:

Source	Amount (EUR million)
Credit(s) from the Bank	900 (of which a Credit in an amount of EUR 400,000,000 is made available under this Contract)
Own funds, EU Funds (as defined below) and other sources	1,700
TOTAL	2,600

(c) In order to fulfil the financing plan set out in Recital (b), the Borrower has requested from the Bank a credit of EUR 900,000,000 (nine hundred million euros).

(d) The Bank, considering that the financing of the Project falls within the scope of its functions, and having regard to the statements and facts cited in these Recitals, has decided to approve the Framework Loan in an amount of EUR 900,000,000 (nine hundred million euros) (the "**Approved Credit**") and to give immediate effect to the Borrower's request providing to it a credit in an amount of EUR 400,000,000 (four hundred million euros) for the rehabilitation, modernisation, expansion and improvement of the railway infrastructure to be carried out by HŽI and passenger rolling stock to be carried out by HŽPP under this first finance contract (the "**Contract**"). The remaining part of the Approved Credit in the amount of EUR 500,000,000 (five hundred million euros) is going to be the subject of subsequent finance contract(s) in connection with the implementation of the aforementioned Project. The Borrower shall ensure that prior to disbursement of the last EUR 90,000,000 (ninety million euros) of the Approved Credit, the full amount of the loans disbursed under the EIB Finance Contracts when aggregated with the amount of any proposed tranche, have been fully allocated to Schemes relating to the Project.

(e) The Ministry of Finance, represented by the Minister of Finance, Mr. Marko Primorac, has been authorised to sign this Contract on behalf of the Borrower.

(f) The Borrower acknowledges the Bank's preferred creditor status as an international financial institution.

(g) 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 Union; and, accordingly, the terms and conditions of the Bank's loan operations must be consistent with relevant policies of the European Union.



- (h) The financing of the Project includes certain EU Funds and state subsidies or grants and the provision of such funds has been duly authorised and will be provided in compliance with all relevant EU Law, including that on state aid.
- (i) The Bank considers that access to information plays an essential role in the reduction of environmental and social risks, including human rights violations, linked to the projects it finances and has therefore established its transparency policy, the purpose of which is to enhance the accountability of the Bank's group towards its stakeholders and the citizens of the European Union in general.
- (j) The processing of personal data shall be carried out by the Bank in accordance with applicable EU Law on the protection of individuals with regard to the processing of personal data by the European Union institutions and bodies and on the free movement of such data. For the purposes of the GDPR (as defined below) and Regulation (EU) 2018/1725, the Parties acknowledge that each Party will act as an independent controller, and not a processor on behalf of or joint controller with the other Party, when processing personal data in connection with this Contract.
- (k) The Bank supports the implementation of international and European Union standards in the field of anti-money laundering and countering the financing of terrorism and promotes tax good governance standards. It has established policies and procedures to avoid the risk of misuse of its funds for purposes which are illegal or abusive in relation to applicable laws. The Bank's group statement on tax fraud, tax evasion, tax avoidance, aggressive tax planning, money laundering and financing of terrorism is available on the Bank's website and offers further guidance to the Bank's contracting counterparties.



NOW THEREFORE it is hereby agreed as follows:

INTERPRETATION AND DEFINITIONS

Interpretation

In this Contract:

- (a) references to "Articles", "Recitals", "Schedules" and "Annexes" are, save if explicitly stipulated otherwise, references respectively to articles of, and recitals, schedules and annexes to this Contract;
- (b) references to "law" or "laws" mean:
 - (i) any applicable law and any applicable treaty, constitution, statute, legislation, decree, normative act, rule, regulation, judgement, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which is binding or applicable case law; and
 - (ii) EU Law;
- (c) references to "applicable law", "applicable laws" or "applicable jurisdiction" mean:
 - (i) a law or jurisdiction applicable to the Borrower, its rights and/or obligations (in each case arising out of or in connection with this Contract), its capacity and/or assets and/or the Project; and/or, as applicable
 - (ii) a law or jurisdiction (including in each case the Bank's Statute) applicable to the Bank, its rights, obligations, capacity and/or assets;
- (d) references to a provision of law or a treaty are references to that provision as amended or re-enacted;
- (e) references to any other agreement or instrument are references to that other agreement or instrument as amended, novated, supplemented, extended or restated;
- (f) words and expressions in plural shall include singular and vice versa;
- (g) terms defined in the GDPR (as defined below), including the terms "controller", "data subject", "personal data", "processing", and "processor", have the same meanings when used in Recital (j) or Article 6.9 of this Contract;
- (h) references to "month" mean a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that and subject to the definition of Payment Date, Article 5.1 and Schedule B and unless provided otherwise in this Contract:
 - (i) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and
 - (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (i) a reference in this Contract to a page or screen of an information service displaying a rate shall include:
 - (i) any replacement page of that information service which displays that rate; and
 - (ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,
 and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Bank.



Definitions

In this Contract:

"**Affected Scheme**" has the meaning given to it in Article 4.3.A(5).

"**Agreed Deferred Disbursement Date**" has the meaning given to it in Article 1.5.A(2)(b).

"**Allocation Period**" has the meaning given to it in Article 1.9.A.

"**Allocation Request**" has the meaning given to it in Article 1.9.A.

"**AML Criminal Law Directive**" means Directive (EU) 2018/1673 of the European Parliament and of the Council of 23 October 2018 on combating money laundering by criminal law, as amended, supplemented or restated.

"**AML Directives**" means the 4th and 5th AML Directives and the AML Criminal Law Directive.

"**4th and 5th AML Directives**" means Directive 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, as amended by Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018, as amended, supplemented or restated.

"**Approved Credit**" has the meaning given to it in Recital (d).

"**Authorisation**" means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Authorised Signatory**" means a person authorised to sign individually or jointly (as the case may be) Disbursement Requests on behalf of the Borrower and named in the most recent List of Authorised Signatories and Accounts received by the Bank prior to the receipt of the relevant Disbursement Request.

"**Birds Directive**" means the Directive 2009/147/EC of the European Parliament and of the Council on the conservation of wild birds of 30 November 2009, as amended, supplemented or restated.

"**Business Day**" means a day (other than a Saturday or Sunday) on which the Bank and commercial banks are open for general business in Luxembourg.

"**Cancelled Tranche**" has the meaning given to it in Article 1.6.C(2)(a).

"**Change-of-Law Event**" has the meaning given to it in Article 4.3.A(2).

"**Constitution of the Republic of Croatia**" means the Constitution of the Republic of Croatia as published in the Official Gazette no. 85/10 – consolidated text and 5/14 – Decision of the Constitutional Court of the Republic of Croatia, as amended, supplemented or restated.

"**Contract**" has the meaning given to it in Recital (d).

"**Contract Number**" means the Bank generated number identifying this Contract and indicated on the cover page of this Contract after the letters "FI N".

"**Credit**" has the meaning given to it in Article 1.1.

"**Debt Instrument**" has the meaning given to it in Article 7.1.

"**Deferral Fee**" means a fee calculated on the amount of a Notified Tranche deferred or suspended at the rate of the higher of:

- (a) 0.125% (12.5 basis points), per annum; and
- (b) the percentage rate by which:
 - (i) the interest rate that would have been applicable to such Tranche had it been disbursed to the Borrower on the Scheduled Disbursement Date, exceeds
 - (ii) the EURIBOR (one month rate) less 0.125% (12.5 basis points), unless such rate is less than zero in which case it shall be set at zero.



Such fee shall accrue from the Scheduled Disbursement Date to the Disbursement Date or, as the case may be, until the date of cancellation of the Notified Tranche in accordance with this Contract.

"Disbursement Account" means, in respect of each Tranche, the bank account to which disbursements may be made under this Contract, as set out in the most recent List of Authorised Signatories and Accounts.

"Disbursement Date" means the date on which disbursement of a Tranche is made by the Bank.

"Disbursement Notice" means a notice from the Bank to the Borrower pursuant to and in accordance with Article 1.2.C.

"Disbursement Request" means a notice substantially in the form set out in Schedule C.

"Dispute" has the meaning given to it in Article 11.2.

"Disruption Event" means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Contract; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of either the Bank or the Borrower, preventing that Party from:
 - (i) performing its payment obligations under this Contract; or
 - (ii) communicating with the other Party,

and which disruption (in either such case as per (a) or (b) above) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"EIA" means the Environmental Impact Assessment in the meaning of the EIA Directive.

"EIA Directive" means the Directive 2014/52/EU of the European Parliament and of the Council of 16 April 2014 amending Directive 2011/92/EU on the assessment of the effects of certain public and private projects on the environment, as amended, supplemented or restated.

"EIB Finance Contracts" means this Contract and any other finance contract between the Bank and the Borrower having the same Operation Number as this Contract.

"EIB Funds" means the Credit made available hereunder and any other funds made available by the Bank for the purpose of the Project under any EIB Finance Contract.

"Environment" means the following:

- (a) fauna and flora, living organisms including the ecological systems;
- (b) land, soil, water (including marine and coastal waters), air, climate and the landscape (natural or man-made structures, whether above or below ground);
- (c) cultural heritage (natural, tangible and intangible);
- (d) the built environment; and
- (e) human health and wellbeing.

"Environmental and Social Approval" means any Authorisation required by Environmental and Social Law.

"Environmental or Social Claim" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental and Social Law.

"Environmental and Social Law" means:

- (a) EU Law, including principles and standards;
- (b) the laws and regulations of the Republic of Croatia; and



(c) applicable international treaties,

in each case of which a principal objective is the preservation, protection or improvement of the Environment and/or the protection or improvement of Social Matters.

"**EU Funds**" means any and all funds from the European Union.

"**EU Funds Event**" has the meaning given to it in Article 4.3.A(5)(c).

"**EU Law**" means the *acquis communautaire* of the European Union as expressed through the Treaties of the European Union, the regulations, directives, delegated acts, implementing acts, principles, decisions and the case law of the Court of Justice of the European Union.

"**EU Commission**" means the Commission of the European Union.

"**EUR**" or "**euro**" means the lawful currency of the Member States of the European Union, which adopt or have adopted it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union or their succeeding treaties.

"**EURIBOR**" has the meaning given to it in Schedule B.

"**EU Sanctions**" has the meaning set out in limb (b) of the definition of Sanctions.

"**Event of Default**" means any of the circumstances, events or occurrences specified in Article 10.1.

"**Exclusion Policy**" means the European Investment Bank Exclusion Policy as published on the Bank's website.

"**Final Availability Date**" means the date falling 60 (sixty) months after the signature of 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 the currency of the Tranche and bearing equivalent terms for the repayment of capital and the payment of interest. Such rate shall not be of negative value.

"**Fixed Rate Tranche**" means a Tranche on which the Fixed Rate is applied.

"**Floating Rate**" means a fixed-spread floating annual interest rate, determined by the Bank for each successive Floating Rate Reference Period equal to the EURIBOR plus the Spread. If the Floating Rate for any Floating Rate Reference Period is calculated to be below zero, it will be set at zero.

"**Floating Rate Reference Period**" means each period from one Payment Date to the next relevant Payment Date; the first Floating Rate Reference Period shall commence on the date of disbursement of the Tranche.

"**Floating Rate Tranche**" means a Tranche on which the Floating Rate is applied.

"**GDPR**" means General Data Protection Regulation (EU) 2016/679, as amended, supplemented or restated.

"**Habitats Directive**" means the Directive 92/43/EEC of 21 May 1992 of the Council on the conservation of natural habitats and of wild fauna and flora, as amended, supplemented or restated.

"**Illegal Activity**" means any of the following illegal activities or activities carried out for illegal purposes according to applicable laws in any of the following areas: (i) fraud, corruption, coercion, collusion or obstruction, (ii) money laundering, financing of terrorism or tax crimes each as defined in the AML Directives, and (iii) other illegal activity against the financial interests of the European Union as defined in the PIF Directive.

"**Illegality Event**" has the meaning given to it in Article 4.3.A(3).

"**Indemnifiable Prepayment Event**" means a Prepayment Event other than the Illegality Event.



"Interest Revision/Conversion" means the determination of new financial conditions relative to the interest rate, specifically the same interest rate basis ("**revision**") or a different interest rate basis ("**conversion**") which can be offered for the remaining term of a Tranche or until the next Interest Revision/Conversion Date, if any.

"Interest Revision/Conversion Date" means the date, which shall be a Payment Date, specified by the Bank pursuant to Article 1.2.C in the Disbursement Notice.

"Interest Revision/Conversion Proposal" means a proposal made by the Bank under Schedule D.

"Interest Revision/Conversion Request" means a written notice from the Borrower, delivered at least 75 (seventy-five) days before an Interest Revision/Conversion Date, requesting the Bank to submit to it an Interest Revision/Conversion Proposal. The Interest Revision/Conversion Request shall also specify:

- (a) the Payment Dates chosen in accordance with the provisions of Article 3.1;
- (b) the amount of the Tranche for which the Interest Revision/Conversion shall apply; and
- (c) any further Interest Revision/Conversion Date chosen in accordance with Article 3.1.

"Law on the Conclusion and Execution of Treaties" means the Croatian Law on the conclusion and execution of treaties published in the Official Gazette no. 28/96 of 20 April 1996, as amended, supplemented or restated.

"Letter of Allocation" has the meaning given to it Article 1.9.B(d).

"List of Authorised Signatories and Accounts" means a list, in form and substance satisfactory to the Bank, setting out:

- (a) the Authorised Signatories accompanied by evidence of signing authority of the persons named on the list and specifying if they have individual or joint signing authority;
- (b) the specimen signatures of such persons;
- (c) the bank account(s) to which disbursements may be made under this Contract (specified by IBAN code if the country is included in the IBAN Registry published by SWIFT, or in the appropriate account format in line with the local banking practice), BIC/SWIFT code of the bank and the name of the bank account(s) beneficiary, together with evidence that such account(s) have been opened in the name of the beneficiary; and
- (d) the bank account(s) from which payments under this Contract will be made by the Borrower (specified by IBAN code if the country is included in the IBAN Registry published by SWIFT, or in the appropriate account format in line with the local banking practice), BIC/SWIFT code of the bank and the name of the bank account(s) beneficiary, together with evidence that such account(s) have been opened in the name of the beneficiary.

"Loan" means the aggregate of the amounts disbursed from time to time by the Bank under this Contract.

"Loan Outstanding" means the aggregate of the amounts disbursed from time to time by the Bank under this Contract that remains outstanding.

"Market Disruption Event" means any of the following circumstances:

- (a) there are, in the opinion of the Bank, events or circumstances adversely affecting the Bank's access to its sources of funding;
- (b) in the opinion of the Bank, funds are not available from the Bank's ordinary sources of funding in order to adequately fund a Tranche in the relevant currency and/or for the relevant maturity and/or in relation to the reimbursement profile of such Tranche; or
- (c) in relation to a Floating Rate Tranche:
 - (i) the cost to the Bank of obtaining funds from its sources of funding, as determined by the Bank, for a period equal to the Floating Rate Reference Period of such Tranche (i.e. in the money market) would be in excess of the EURIBOR; or



- (ii) the Bank determines that adequate and fair means do not exist for ascertaining the EURIBOR.

"Material Adverse Change" means, in relation to the Borrower any event or change of condition affecting the Borrower, which, in the opinion of the Bank:

- (a) materially impairs the ability of the Borrower to perform its financial or any of its other obligations under this Contract;
- (b) materially impairs the prospects or financial condition of the Borrower; or
- (c) adversely affects any security provided by the Borrower.

"Maturity Date" means the last Repayment Date of a Tranche specified pursuant to Article 4.1A(b)(iv) or the sole Repayment Date of a Tranche specified pursuant to Article 4.1.B.

"Notified Tranche" means a Tranche in respect of which the Bank has issued a Disbursement Notice.

"Payment Account" means the bank account from which payments under this Contract will be made by the Borrower, as set out in the most recent List of Authorised Signatories and Accounts.

"Payment Date" means the annual, semi-annual or quarterly dates specified in the Disbursement Notice until and including the Interest Revision/Conversion Date, if any, or the Maturity Date, save that, in case any such date is not a Relevant Business Day, it means:

- (a) for a Fixed Rate Tranche, either:
 - (i) the following Relevant Business Day, without adjustment to the interest due under Article 3.1;
 - (ii) the preceding Relevant Business Day with adjustment (but only to the amount of interest due under Article 3.1 that accrued over the last interest period), in case repayment of principal is made in a single instalment in accordance with Schedule D point C; and
- (b) for a Floating Rate Tranche, the following Relevant Business Day in that month or, failing that, the nearest preceding Relevant Business Day, in all cases with corresponding adjustment to the interest due under Article 3.1.

"PIF Directive" means Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law, as amended, supplemented or restated.

"Prepayment Amount" means the amount of a Tranche to be prepaid by the Borrower in accordance with Article 4.2.A or Article 4.3.A, as applicable.

"Prepayment Date" means the date, as requested by the Borrower and agreed by the Bank or indicated by the Bank (as applicable) on which the Borrower shall effect prepayment of a Prepayment Amount.

"Prepayment Event" means any of the events described in Article 4.3.A.

"Prepayment Indemnity" means in respect of any principal amount to be prepaid, the amount communicated by the Bank to the Borrower as the present value (calculated as of the Prepayment Date) of the excess, if any, of:

- (a) the interest that would accrue thereafter on the Prepayment Amount over the period from the Prepayment Date to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not prepaid; over
- (b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.19% (nineteen basis points).

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

"Prepayment Notice" means a written notice from the Bank to the Borrower in accordance with Article 4.2.C.



"Prepayment Request" means a written request from the Borrower to the Bank to prepay all or part of the Loan Outstanding, in accordance with Article 4.2.A.

"Project Agreement" means the agreement to be entered into between HŽI, HŽPP the Ministry of the Sea, Transport and Infrastructure and the Ministry of Finance, providing for the tasks and roles of the HŽI, HŽPP, the Ministry of the Sea, Transport and Infrastructure and the Ministry of Finance with respect to the Project and the Loan.

"Project Company" means HŽI for carrying out and managing infrastructure Schemes and HŽPP for carrying out and managing passenger rolling stock Schemes or any of their successors or other companies designated by the Borrower to carry out any of the Schemes under the Project.

"Project Cost Reduction Event" has the meaning given to it in Article 4.3.A(1).

"Public Tender" means the public tender (or open competition on the basis of Regulation 1370/2007 EU) process for the new Public Service Contracts (as defined below) with the Borrower (represented by the Promoter (or its legal successor for this purpose) in respect of railway public transportation).

"Public Service Contract" or "PSC" means the public service contracts concerning the Project entered or to be entered into between HŽPP or any other transport operating company and the Borrower (represented by the Promoter (or its legal successor for this purpose) for public passenger transport service by rail on the basis of, and complying with, the Regulation 1370/2007 EU.

"Redeployment Rate" means the fixed annual rate determined by the Bank, being a rate which the Bank would apply on the day of the indemnity calculation to a loan that has the same currency, the same terms for the payment of interest and the same repayment profile to the Interest Revision/Conversion Date, if any, or the Maturity Date as the Tranche in respect of which a prepayment or cancellation is proposed or requested to be made. Such rate shall not be of negative value.

"Regulation 1370/2007 EU" means Regulation (EC) No. 1370/2007 of the European Parliament and of the Council of 23 October 2007 on public passenger transport services by rail and by road and repealing Council Regulations (EEC) Nos 1191/69 and 1107/70, as amended, supplemented and restated, including by Regulation (EU) 2016/2338 of the European Parliament and of the Council of 14 December 2016 amending Regulation (EC) No. 1370/2007 concerning the opening of the market for domestic passenger transport services by rail.

"Relevant Business Day" means a day on which real time gross settlement system operated by the Eurosystem (T2), or any successor system, is open for settlement of payments in EUR.

"Relevant Person" means:

- (a) with respect to the Borrower, any ministries, other central executive government bodies, central bank or other governmental sub-divisions and any of their officials or representatives, or any other person acting for it, on its behalf or under its control, having the authority to manage and/or supervise the Credit, the Loan or the Project or any Scheme; or
- (b) with respect to the Project Company, any member of its management bodies or any of its employees or any other person acting for it, on its behalf or under its control, having the power to give material directions and/or exercise material control with respect to the Credit, the Loan or any Scheme.

"Repayment Date" means each of the Payment Dates specified for the repayment of the principal of a Tranche in the Disbursement Notice, in accordance with Article 4.1.

"Requested Deferred Disbursement Date" has the meaning given to it in Article 1.5.A(1)(a)(ii).

"Sanctions" means the economic or financial sanctions laws, regulations, trade embargoes or other restrictive measures (including, in particular, but not limited to, measures in relation to the financing of terrorism) enacted, administered, implemented and/or enforced from time to time by any of the following:



- (a) the United Nations, including, *inter alia*, the United Nations Security Council;
- (b) the European Union, including, *inter alia*, the Council of the European Union and the European Commission, and any other competent bodies/institutions or agencies of the European Union;
- (c) the government of the United States of America, and any department, division, agency, or office thereof, including, *inter alia*, the Office of Foreign Asset Control (OFAC) of the United States Department of the Treasury, the United States Department of State and/or the United States Department of Commerce; and
- (d) the government of the United Kingdom, and any department, division, agency, office or authority, including, *inter alia*, the Office of Financial Sanctions Implementation of His Majesty's Treasury and the Department for International Trade of the United Kingdom.

"Scheduled Disbursement Date" means the date on which a Tranche is scheduled to be disbursed in accordance with Article 1.2.C.

"Scheme" has the meaning given to it in Recital (a).

"Security" means any mortgage, pledge, lien, charge, assignment, hypothecation, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Social Matters" means all, or any of, the following:

- (a) labour and working conditions;
- (b) occupational health and safety;
- (c) rights and interests of vulnerable groups;
- (d) rights and interests of indigenous peoples;
- (e) gender equality;
- (f) public health, safety and security;
- (g) avoidance of forced evictions and alleviation of hardship arising from involuntary resettlement; and
- (h) stakeholder engagement.

"Spread" means the fixed spread (being of either positive or negative value) to the EURIBOR, as determined by the Bank and notified to the Borrower in the relevant Disbursement Notice, or in the Interest Revision/Conversion Proposal.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Technical Description" has the meaning given to it in Recital (a).

"Tranche" means each disbursement made or to be made under this Contract. In case no Disbursement Notice has been delivered, Tranche shall mean a Tranche as requested under Article 1.2.B.



ARTICLE 1

Credit and Disbursements

1.1 Amount of Credit

By this Contract the Bank establishes in favour of the Borrower, and the Borrower accepts, a credit in an amount equivalent to EUR 400,000,000 (four hundred million euros) for the financing of the Project (the "Credit").

1.2 Disbursement procedure

1.2.A Tranches

The Bank shall disburse the Credit in up to 10 (ten) Tranches. The amount of each Tranche shall be in a minimum amount of EUR 40,000,000.00 (forty million euros) or (if less) the entire undrawn balance of the Credit.

The First Tranche shall be in a maximum amount not exceeding EUR 270,000,000 (two hundred and seventy million euros).

1.2.B Disbursement Request

- (a) The Borrower may present to the Bank a Disbursement Request for the disbursement of a Tranche, such Disbursement Request to be received at the latest 15 (fifteen) days before the Final Availability Date. The Disbursement Request shall be in the form set out in Schedule C and shall specify:
- (i) the amount and currency of the Tranche;
 - (ii) the preferred disbursement date for the Tranche; such preferred disbursement date must be a Relevant Business Day falling at least 15 (fifteen) days after the date of the Disbursement Request and, in any event, on or before the Final Availability Date. It being understood that notwithstanding the Final Availability Date the Bank may set the disbursement date for the Tranche at a date falling up to 4 (four) months from the date of the Disbursement Request;
 - (iii) whether the Tranche is a Fixed Rate Tranche or a Floating Rate Tranche, each pursuant to the relevant provisions of Article 3.1;
 - (iv) the preferred interest payment periodicity for the Tranche, chosen in accordance with Article 3.1;
 - (v) the preferred terms for repayment of principal for the Tranche, chosen in accordance with Article 4.1;
 - (vi) the preferred first and last dates for repayment of principal for the Tranche;
 - (vii) the Borrower's choice of Interest Revision/Conversion Date, if any, for the Tranche; and
 - (viii) the Disbursement Account to which the disbursement of the Tranche should be made in accordance with Article 1.2.D.
- (b) If the Bank, following a request by the Borrower, has provided the Borrower, before the submission of the Disbursement Request, with a non-binding fixed interest rate or spread quotation to be applicable to the Tranche, the Borrower may also at its discretion specify in the Disbursement Request such quotation, that is to say:
- (i) in the case of a Fixed Rate Tranche, the aforementioned fixed interest rate previously quoted by the Bank; or
 - (ii) in the case of a Floating Rate Tranche, the aforementioned spread previously quoted by the Bank,
- applicable to the Tranche until the Maturity Date or until the Interest Revision/Conversion Date, if any.



- (c) Each Disbursement Request shall be signed by an Authorised Signatory.
- (d) The Bank may rely on the information set out in the most recent List of Authorised Signatories and Accounts provided to the Bank by the Borrower.
- (e) If a Disbursement Request is signed by a person defined as Authorised Signatory under the most recent List of Authorised Signatories and Accounts provided to the Bank by the Borrower, the Bank may assume that such person has the power to sign and deliver in the name and on behalf of the Borrower such Disbursement Request.
- (f) Subject to Article 1.2.C(b), each Disbursement Request is irrevocable.

1.2.C Disbursement Notice

- (a) Not less than 10 (ten) days before the proposed Scheduled Disbursement Date of a Tranche the Bank shall, if the Disbursement Request conforms to Article 1.2, deliver to the Borrower a Disbursement Notice which shall specify:
 - (i) the currency and amount of the Tranche;
 - (ii) the Scheduled Disbursement Date;
 - (iii) the interest rate basis for the Tranche, being:
 - (1) a Fixed Rate Tranche; or
 - (2) a Floating Rate Tranche,
 all pursuant to the relevant provisions of Article 3.1;
 - (iv) the Payment Dates and the first interest Payment Date for the Tranche;
 - (v) the terms for repayment of principal for the Tranche, in accordance with the provisions of Article 4.1;
 - (vi) the Repayment Dates and the first and the last Repayment Date for the Tranche;
 - (vii) the Interest Revision/Conversion Date, if requested by the Borrower, for the Tranche; and
 - (viii) for a Fixed Rate Tranche the Fixed Rate and for a Floating Rate Tranche the Spread applicable to the Tranche until the Interest Revision/Conversion Date, if any or until the Maturity Date.
- (b) If one or more conditions specified in the Disbursement Notice received by the Borrower does not conform to the corresponding condition, if any, in the Disbursement Request, the Borrower may revoke its Disbursement Request by a written notice to be received by the Bank not later than 12h00 noon Luxembourg time on the next business day when the Bank is open for general business and thereupon the Disbursement Request and the Disbursement Notice shall be of no effect. If the Borrower has not revoked the Disbursement Request in writing and within the deadline indicated above, the Borrower shall be deemed to have accepted all conditions specified in the Disbursement Notice.
- (c) If the Borrower has not specified in the Disbursement Request the fixed interest rate or spread referred to in Article 1.2.B(b), the Borrower will be deemed to have agreed in advance to the Fixed Rate or Spread as subsequently specified in the Disbursement Notice.

1.2.D Disbursement Account

Disbursement shall be made to the Disbursement Account specified in the relevant Disbursement Request, provided that such Disbursement Account is acceptable to the Bank.

Notwithstanding Article 5.2(e), the Borrower acknowledges that payments to a Disbursement Account notified by the Borrower shall constitute disbursements under this Contract as if they had been made to the Borrower's own bank account.

Only one Disbursement Account may be specified for each Tranche.



1.3 Currency of disbursement

The disbursement of each Tranche shall be made in EUR.

1.4 Conditions of disbursement

1.4.A Condition precedent to the first Disbursement Request

The Bank shall have received from the Borrower in form and substance satisfactory to the Bank:

- (a) evidence that the execution of this Contract by the Borrower has been duly authorised and that the person or persons signing this Contract on behalf of the Borrower is/are duly authorised to do so together with the specimen signature of each such person or persons; and
- (b) at least 2 (two) originals of this Contract duly executed by all Parties; and
- (c) the List of Authorised Signatories and Accounts,

prior to a presentation of a Disbursement Request by the Borrower. Any Disbursement Request made by the Borrower without the above documents having been received by the Bank and to its satisfaction shall be deemed not made.

1.4.B First Tranche

The disbursement of the first Tranche under Article 1.2 is conditional upon receipt by the Bank, in form and substance satisfactory to it, on or before the date falling 5 (five) Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche, of the following documents or evidence:

- (a) evidence that the Borrower has obtained all necessary Authorisations, required in connection with the Project;
- (b) a legal opinion, in the English language, issued by the Croatian Minister of Justice on the due execution of this Contract by the Borrower and on the validity and enforceability under Croatian law of the Borrower's obligations under this Contract, substantially in the form set out in Annex I; and
- (c) evidence that the Project Agreement was duly executed and remains in place.

1.4.C Second and subsequent Tranches

The disbursement of second and subsequent Tranches under Article 1.2, is conditional upon receipt by the Bank in form and substance satisfactory to it, at least 5 (five) Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche, of a written evidence demonstrating that:

- (a) at least 80% (eighty per cent) of the Loan has been allocated to Scheme(s) subject to the Letter(s) of Allocation; and
- (b) at least 50% (fifty per cent) of the Loan has been paid out towards any expenditure incurred with respect to the Scheme(s) subject to the Letter(s) of Allocation.

1.4.D All Tranches

The disbursement of each Tranche under Article 1.2, including the first, is subject to the following conditions:

- (a) that the Bank has received, in form and substance satisfactory to it, on or before the date falling 5 (five) Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche, of the following documents or evidence:



- (i) evidence that the Borrower has obtained all necessary Authorisations, required in connection with the borrowing of the Credit on the terms and conditions hereof, including the terms of the relevant Disbursement Notice;
 - (ii) a certificate from the Borrower in the form of Schedule E.1 signed by the Authorised Signatories in accordance with the general representation rules applicable to the Borrower and dated no earlier than the date falling 30 (thirty) days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively);
 - (iii) a copy of any other authorisation or other document, opinion or assurance which the Bank has notified the Borrower is necessary or desirable in connection with the entry into and performance of, and the transactions contemplated by, this Contract or the legality, validity, binding effect or enforceability of the same; and
 - (iv) for any Scheme to be financed with the requested Tranche with the likely total cost equal to or in excess of an equivalent of EUR 50,000,000 (fifty million euros) any documentation, as individually indicated by the Bank to the Borrower, which may be deemed necessary by the Bank for individual appraisal of any such Scheme and the approval thereof by the Bank's governing bodies; and
 - (v) for any Tranche used to finance Schemes relating to rolling stock or maintenance facilities considered installations necessary for operating passenger transport services implemented by HŽPP, a copy of the current Public Service Contract or equivalent and any further evidence, if needed, that there are no outstanding state aid issues related to such Schemes;
- (b) that on the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, on the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche:
- (i) the representations and warranties which are repeated pursuant to Article 6.10 are correct in all material respects; and
 - (ii) no event or circumstance which constitutes or would with the passage of time or the giving of notice or the making of any determination under this Contract (or any combination of the foregoing) constitute:
 - (1) an Event of Default; or
 - (2) a Prepayment Event,
 has occurred and is continuing unremedied or unwaived or would result from the disbursement of the proposed Tranche.

1.5 Deferment of disbursement

1.5.A Grounds for deferment

1.5.A(1) BORROWER'S REQUEST

- (a) The Borrower may send a written request to the Bank requesting the deferral of the disbursement of a Notified Tranche. The written request must be received by the Bank at least 5 (five) Business Days before the Scheduled Disbursement Date of the Notified Tranche and specify:
- (i) whether the Borrower would like to defer the disbursement in whole or in part, and if in part, the amount to be deferred; and
 - (ii) the date until which the Borrower would like to defer a disbursement of the above amount (the "**Requested Deferred Disbursement Date**"), which must be a date, falling not later than:
 - (1) 6 (six) months from its Scheduled Disbursement Date;
 - (2) 30 (thirty) days prior to the first Repayment Date; and



(3) the Final Availability Date.

- (b) Upon receipt of such a written request, the Bank shall defer the disbursement of the relevant amount until the Requested Deferred Disbursement Date.

1.5.A(2) FAILURE TO SATISFY CONDITIONS TO DISBURSEMENT

- (a) The disbursement of a Notified Tranche shall be deferred if any condition for disbursement of such Notified Tranche referred to in Article 1.4 is not fulfilled both:
- (i) at the date specified for fulfilment of such condition in Article 1.4; and
 - (ii) at its Scheduled Disbursement Date (or, where the Scheduled Disbursement Date has been deferred previously, the date expected for disbursement).
- (b) The Bank and the Borrower shall agree the date until which the disbursement of such Notified Tranche shall be deferred (the "**Agreed Deferred Disbursement Date**"), which must be a date falling:
- (i) not earlier than 5 (five) Business Days following the fulfilment of all conditions of disbursement; and
 - (ii) not later than the Final Availability Date.
- (c) Without prejudice to the Bank's right to suspend and/or cancel the undisbursed portion of the Credit in whole or in part pursuant to Article 1.6.B, the Bank shall defer disbursement of such Notified Tranche until the Agreed Deferred Disbursement Date.

1.5.A(3) DEFERMENT FEE

If disbursement of a Notified Tranche is deferred pursuant to paragraphs 1.5.A(1) or 1.5.A(2) above, the Borrower shall pay the Deferment Fee.

1.5.B Cancellation of a disbursement deferred by 6 (six) months

If a disbursement has been deferred by more than 6 (six) months in aggregate pursuant to Article 1.5.A, the Bank may notify the Borrower in writing that such disbursement shall be cancelled and such cancellation shall take effect on the date of such written notification. The amount of the disbursement which is cancelled by the Bank pursuant to this Article 1.5.B shall remain available for disbursement under Article 1.2.

1.6 Cancellation and suspension

1.6.A Borrower's right to cancel

- (a) The Borrower may send a written notice to the Bank requesting a cancellation of the undisbursed Credit or a portion thereof.
- (b) In its written notice, the Borrower:
- (i) must specify whether the Credit shall be cancelled in whole or in part and, if in part, the amount of the Credit to be cancelled; and
 - (ii) must not request any cancellation of:
 - (1) a Notified Tranche which has a Scheduled Disbursement Date falling within 5 (five) Business Days of the date of such written notice; or
 - (2) a Tranche in respect of which a Disbursement Request has been submitted but no Disbursement Notice has been issued by the Bank.
- (c) Upon receipt of such written notice, the Bank shall cancel the requested portion of the Credit with immediate effect.

1.6.B Bank's right to suspend and cancel

- (a) At any time upon the occurrence of the following events, the Bank may notify the Borrower in writing that the undisbursed portion of the Credit shall be suspended and/or (except upon the occurrence of a Market Disruption Event) cancelled in whole or in part:



- (i) a Prepayment Event;
 - (ii) an Event of Default;
 - (iii) an event or circumstance which would with the passage of time or the giving of notice or the making of any determination under this Contract (or any combination of the foregoing) constitute a Prepayment Event or an Event of Default; or
 - (iv) a Market Disruption Event provided the Bank has not issued a Disbursement Notice.
- (b) On the date of such written notification from the Bank, the relevant portion of the Credit shall be suspended and/or cancelled with immediate effect. Any suspension shall continue until the Bank ends the suspension or cancels the suspended amount.

1.6.C Indemnity for suspension and cancellation of a Tranche

1.6.C(1) SUSPENSION

If the Bank suspends a Notified Tranche upon the occurrence of an Indemnifiable Prepayment Event or an Event of Default or of an event or circumstance which would (with the passage of time or the giving of notice or the making of any determination under this Contract or any combination of the foregoing) constitute an Indemnifiable Prepayment Event or an Event of Default, the Borrower shall pay to the Bank the Deferral Fee calculated on the amount of such Notified Tranche.

1.6.C(2) CANCELLATION

- (a) If a Notified Tranche which is a Fixed Rate Tranche (the "**Cancelled Tranche**") is cancelled:
- (i) by the Borrower pursuant to Article 1.6.A; or
 - (ii) by the Bank upon an Indemnifiable Prepayment Event or an event or circumstance which would (with the passage of time or the giving of notice or the making of any determination under this Contract or any combination of the foregoing) constitute an Indemnifiable Prepayment Event or pursuant to Article 1.5.B,

the Borrower shall pay to the Bank an indemnity on such Cancelled Tranche.

- (b) Such indemnity shall be:
- (i) calculated assuming that the Cancelled Tranche had been disbursed and repaid on the same Scheduled Disbursement Date or, to the extent the disbursement of the Tranche is currently deferred or suspended, on the date of the cancellation notice; and
 - (ii) in the amount communicated by the Bank to the Borrower as the present value (calculated as of the date of cancellation) of the excess, if any, of:
 - (1) the interest that would accrue thereafter on the Cancelled Tranche over the period from the date of cancellation pursuant to this Article 1.6.C(2), to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not cancelled; over
 - (2) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.19% (nineteen basis points).

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

- (c) If the Bank cancels any Notified Tranche upon the occurrence of an Event of Default, the Borrower shall indemnify the Bank in accordance with Article 10.3.

1.7 Cancellation after expiry of the Credit

On the day following the Final Availability Date, unless otherwise specifically notified in writing by the Bank to the Borrower, any part of the Credit in respect of which no Disbursement



Request has been made in accordance with Article 1.2.B shall be automatically cancelled, without any further notice from the Bank to the Borrower and without any liability arising on the part of either Party.

1.8 Sums due under Articles 1.5 and 1.6

Sums due under Articles 1.5 and 1.6 shall be payable:

- (a) in EUR; and
- (b) within 15 (fifteen) days of the Borrower's receipt of the Bank's demand or within any longer period specified in the Bank's demand.

1.9 Allocation and reallocation of Credit or Loan

1.9.A Allocation procedure

Between the date hereof and the date falling 3 (three) months before the Final Availability Date (the "**Allocation Period**"), the Borrower (acting through the Promoter) may submit to the Bank a request for allocation (hereinafter referred to as the "**Allocation Request**"). In order to qualify for financing hereunder, each Scheme has to meet the Bank's eligibility criteria and comply with the Technical Description (Schedule A).

1.9.B Allocation Request

- (a) The Borrower (acting through the Promoter) may submit to the Bank one or more Allocation Requests under this Contract.
- (b) The availability of the EIB Funds with respect to any Scheme shall be established by successive allocations of the EIB Funds to eligible Schemes made by the Bank in accordance with the procedure described in this Article 1.9 and in Sections A.1.1 to A.1.4 of Schedule A.1.
- (c) Each Allocation Request for a Scheme to be co-financed with the EU Funds must be submitted together with evidence of EU Funds available for co-financing of such a Scheme.
- (d) The Bank shall have full discretion whether or not to approve the Allocation Request submitted by the Borrower (acting through the Promoter) following such examination of a Scheme as the Bank deems necessary. The Bank shall, in the event of approval of the Allocation Request, issue a letter of allocation ("**Letter of Allocation**"), informing the Borrower (through the Promoter) of its approval of the Scheme(s) submitted and specifying the amount of the EIB Funds, allocated to any such Scheme.

1.9.C Re-allocation

1.9.C(1) RE-ALLOCATION AT THE REQUEST OF THE BORROWER (ACTING THROUGH THE PROMOTER)

Until the date falling on 3 (three) months before the Final Availability Date the Borrower (acting through the Promoter) may, subject to the procedure described in Articles 1.9.A and 1.9.B, request the Bank to re-allocate any part of the EIB Funds, which has been already allocated. The Promoter's request should include the reasons for the requested re-allocation.

1.9.C(2) RE-ALLOCATION AT THE REQUEST OF THE BANK

The Borrower shall propose to re-allocate any part of the EIB Funds which has been allocated in accordance with Article 1.9.B, if any Scheme subject to the Letter of Allocation from the Bank, is or becomes, in the opinion of the Bank, ineligible for financing by the Bank under the Bank's Statute, policies or guidelines or under article 309 of the Treaty on the Functioning of the European Union. The Bank shall notify its opinion to the Promoter in writing.

1.9.C(3) RE-ALLOCATION PROCEDURES

The Bank shall carry out any such examination or appraisal, based on such information or documents as the Bank may reasonably require from the Borrower or Promoter with respect



to the financing, procurement, implementation, operation and environmental or social impact of, or for a Scheme proposed for re-allocation.

The Bank shall, in the event of approval, issue a Letter of Allocation.

ARTICLE 2

The Loan

2.1 Amount of Loan

The Loan shall comprise the aggregate amount of Tranches disbursed by the Bank under the Credit, as confirmed by the Bank pursuant to Article 2.3.

2.2 Currency of payments

The Borrower shall pay interest, principal and other charges payable in respect of each Tranche in the currency in which the Tranche is disbursed.

Other payments, if any, 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.

2.3 Confirmation by the Bank

The Bank shall deliver to the Borrower the amortisation table referred to in Article 4.1, if any, showing the Disbursement Date, the currency, the amount disbursed, the repayment terms and the interest rate for each Tranche, not later than 10 (ten) calendar days after the Scheduled Disbursement Date for such Tranche.

ARTICLE 3

Interest

3.1 Rate of interest

3.1.A Fixed Rate Tranches

The Borrower shall pay interest on the outstanding balance of each Fixed Rate Tranche at the Fixed Rate quarterly, semi-annually or annually in arrear on the relevant Payment Dates as specified in the Disbursement Notice, commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) days or less then the payment of interest accrued during such period shall be postponed to the following Payment Date.

Interest shall be calculated on the basis of Article 5.1(a).

3.1.B Floating Rate Tranches

The Borrower shall pay interest on the outstanding balance of each Floating Rate Tranche at the Floating Rate quarterly or semi-annually in arrear on the relevant Payment Dates, as specified in the Disbursement Notice commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) days or less then the payment of interest accrued during such period shall be postponed to the following Payment Date.

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

If pursuant to Articles 1.5 and 1.6 disbursement of any Floating Rate Tranche takes place after the Scheduled Disbursement Date the EURIBOR applicable to the first Floating Rate Reference Period shall be determined in accordance with Schedule B for the Floating Rate Reference Period commencing on the Disbursement Date and not on the Scheduled Disbursement Date.



Interest shall be calculated in respect of each Floating Rate Reference Period on the basis of Article 5.1(b).

3.1.C Revision or Conversion of Tranches

Where the Borrower exercises an option to revise or convert the interest rate basis of a Tranche, it shall, from the effective Interest Revision/Conversion Date (in accordance with the procedure set out in Schedule D) pay interest at a rate determined in accordance with the provisions of Schedule D.

3.2 Interest on overdue sums

Without prejudice to Article 10 and by way of exception to Article 3.1, if the Borrower fails to pay any amount payable by it under this Contract on its due date, interest shall accrue on any overdue amount payable under the terms of this Contract from the due date to the date of actual payment at an annual rate equal to:

- (a) for overdue sums related to Floating Rate Tranches, the applicable Floating Rate plus 2% (200 basis points);
- (b) for overdue sums related to Fixed Rate Tranches, the higher of:
 - (i) the applicable Fixed Rate plus 2% (200 basis points); or
 - (ii) the EURIBOR (one month) plus 2% (200 basis points); and
- (c) for overdue sums other than under (a) or (b) above, the EURIBOR (one month) plus 2% (200 basis points),

and shall be payable in accordance with the demand of the Bank. For the purpose of determining the EURIBOR in relation to this Article 3.2(b) and (c), the relevant periods within the meaning of Schedule B shall be successive periods of 1 (one) month commencing on the due date.

Any unpaid but due interest may be capitalised in conformity with article 1154 of the Luxembourg Civil Code. For the avoidance of doubt, capitalisation of interest shall occur only for interest due but unpaid for a period of more than one year. The Borrower hereby agrees in advance to have the unpaid interest due for a period of more than one year compounded and that as of the capitalisation, such unpaid interest will in turn produce interest at the interest rate set out in this Article 3.2.

3.3 Market Disruption Event

- (a) If at any time:
 - (i) from the issuance by the Bank of the Disbursement Notice in respect of a Tranche; and
 - (ii) until the date falling 30 (thirty) calendar days prior to the Scheduled Disbursement Date for Tranches to be disbursed in EUR; a Market Disruption Event occurs, the Bank may notify the Borrower that this Article 3.3 has come into effect.
- (b) The rate of interest applicable to such Notified Tranche until the Maturity Date or the Interest Revision/Conversion Date, if any, shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.
- (c) The Borrower shall have the right to refuse in writing such disbursement within the deadline specified in the notice and it shall bear charges incurred as a result, if any, in which case the Bank shall not effect the disbursement and the corresponding portion of the Credit shall remain available for disbursement under Article 1.2.
- (d) If the Borrower does not refuse the disbursement in time, the Parties agree that the disbursement in EUR and the conditions thereof shall be fully binding for both Parties.



- (e) The Spread or Fixed Rate previously notified by the Bank shall no longer be applicable.

ARTICLE 4

Repayment

4.1 Normal repayment

4.1.A Repayment by Instalments

- (a) The Borrower shall repay each Tranche by instalments on the Repayment Dates specified in the relevant Disbursement Notice in accordance with the terms of the amortisation table delivered pursuant to Article 2.3.
- (b) Each amortisation table shall be drawn up on the basis that:
- (i) in the case of a Fixed Rate Tranche without an Interest Revision/Conversion Date, repayment shall be made quarterly, semi-annually or annually by equal instalments of principal or constant instalments of principal and interest;
 - (ii) in the case of a Fixed Rate Tranche with an Interest Revision/Conversion Date or a Floating Rate Tranche, repayment shall be made by equal quarterly, semi-annual or annual instalments of principal;
 - (iii) the first Repayment Date of each Tranche shall fall not earlier than 30 (thirty) days from the Scheduled Disbursement Date and not later than the Repayment Date immediately following the 5th (fifth) anniversary of the Scheduled Disbursement Date of the Tranche; and
 - (iv) the last Repayment Date of each Tranche shall fall not earlier than 4 (four) years and not later than 30 (thirty) years from the Scheduled Disbursement Date.

4.1.B Single instalment

Alternatively, the Borrower shall repay the Tranche in a single instalment on the sole Repayment Date specified in the Disbursement Notice, being a date falling not less than 3 (three) years or more than 17 (seventeen) years from the Scheduled Disbursement Date.

4.2 Voluntary prepayment

4.2.A Prepayment option

Subject to Articles 4.2.B, 4.2.C and 4.4, the Borrower may prepay all or part of any Tranche, together with accrued interest and indemnities if any, upon giving a Prepayment Request with at least 30 (thirty) calendar days' prior notice specifying:

- (a) the Prepayment Amount;
- (b) the Prepayment Date, which shall be a Payment Date;
- (c) if applicable, the choice of application method of the Prepayment Amount in line with Article 5.5.C(a); and
- (d) the Contract Number.

The Prepayment Request shall be irrevocable.

4.2.B Prepayment indemnity

4.2.B(1) FIXED RATE TRANCHE

Subject to Article 4.2.B(3) below, if the Borrower prepays a Fixed Rate Tranche, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Fixed Rate Tranche which is being prepaid.



4.2.B(2) FLOATING RATE TRANCHE

Subject to Article 4.2.B(3) below, the Borrower may prepay a Floating Rate Tranche without indemnity.

4.2.B(3) REVISION/CONVERSION

Prepayment of a Tranche on its Interest Revision/Conversion Date may be effected without indemnity except if the Borrower has accepted pursuant to Schedule D a Fixed Rate under an Interest Revision/Conversion Proposal.

4.2.C Prepayment mechanics

Upon presentation by the Borrower to the Bank of a Prepayment Request, the Bank shall issue a Prepayment Notice to the Borrower, not later than 15 (fifteen) days prior to the Prepayment Date. The Prepayment Notice shall specify the Prepayment Amount, the accrued interest due thereon, the Prepayment Indemnity payable under Article 4.2.B or, as the case may be, that no indemnity is due, the method of application of the Prepayment Amount and, if a Prepayment Indemnity is applicable, the deadline by which the Borrower may accept the Prepayment Notice.

If the Borrower accepts the Prepayment Notice no later than by the deadline (if any) specified in the Prepayment Notice, the Borrower shall effect the prepayment. In any other case, the Borrower may not effect the prepayment.

The Borrower shall accompany the payment of the Prepayment Amount by the payment of accrued interest, the Prepayment Indemnity due on the Prepayment Amount, as specified in the Prepayment Notice and the fee under Article 4.2.D, if any.

4.2.D Administrative Fee

If the Borrower prepays a Tranche on a date other than a relevant Payment Date, or if the Bank exceptionally accepts, solely upon the Bank's discretion, a Prepayment Request with prior notice of less than 30 (thirty) calendar days, the Borrower shall pay to the Bank an administrative fee in such amount as the Bank shall notify to the Borrower.

4.3 Compulsory prepayment and cancellation

4.3.A Prepayment Events

4.3.A(1) PROJECT COST REDUCTION EVENT

- (a) The Borrower (acting through the Promoter) shall promptly inform the Bank if a Project Cost Reduction Event has occurred or is likely to occur. At any time after the occurrence of a Project Cost Reduction Event the Bank may, by notice to the Borrower and the Promoter, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding up to the amount by which the EIB Funds exceeds the limits referred to in paragraph (c) below together with accrued interest and all other amounts accrued and outstanding under this Contract in relation to the proportion of the Loan Outstanding to be prepaid.
- (b) The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date falling not less than 30 (thirty) days from the date of the demand.
- (c) For the purpose of this Article, "**Project Cost Reduction Event**" means that the total cost of the Project falls below the figure stated in Recital (b) so that the amount of the EIB Funds exceeds:
 - (i) 50% (fifty per cent) of such total cost of the Project as allocated to the Project by the Bank under any Letter(s) of Allocation;
 - (ii) when aggregated with the amount of any other EU Funds made available for the Project, 90% (ninety per cent) of such total cost of the Project as allocated to the Project by the Bank under any Letter(s) of Allocation; or
 - (iii) 100% (one hundred per cent) of eligible investment costs (as such costs are defined in the Technical Description), in relation to the Project.



4.3.A(2) CHANGE OF LAW EVENT

- (a) The Borrower shall promptly inform the Bank if a Change-of-Law Event has occurred or is likely to occur. In such case, or if the Bank has reasonable cause to believe that a Change-of-Law Event has occurred or is about to occur, the Bank may request that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request. If, after the lapse of 30 (thirty) days from the date of such request for consultation the Bank is of the opinion that:
- (i) such Change-of-Law Event would materially impair the Borrower's ability to perform its obligations under this Contract; and
 - (ii) the effects of such Change-of-Law Event cannot be mitigated to its satisfaction,
- the Bank may by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract.
- (b) The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.
- (c) For the purposes of this Article "**Change-of-Law Event**" means the enactment, promulgation, execution or ratification of or any change in or amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation) that occurs after the date of this Contract and which could impair the Borrower's ability to perform its obligations under this Contract.

4.3.A(3) ILLEGALITY EVENT

- (a) Upon becoming aware of an Illegality Event:
- (i) the Bank shall promptly notify the Borrower; and
 - (ii) the Bank may immediately (A) suspend or cancel the undisbursed portion of the Credit, and/or (B) demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract on the date indicated by the Bank in its notice to the Borrower.
- (b) For the purposes of this Article, "**Illegality Event**" means that it becomes unlawful in any applicable jurisdiction, or if it becomes contrary to any Sanctions, for the Bank to:
- (i) perform any of its obligations as contemplated in this Contract; or
 - (ii) fund or maintain the Loan.

4.3.A(4) NON UTILISATION EVENT

- (a) If at the end of the Allocation Period, a Non Utilisation Event has occurred or is continuing unremedied, the Bank may, in proportion to the amount that failed to be allocated or re-allocated pursuant to Article 1.9, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand immediate prepayment of the Loan Outstanding together with accrued interest and all other amounts accrued and outstanding under this Contract on the date indicated by the Bank in its notice to the Borrower.
- (b) For the purposes of this Article, the "**Non Utilisation Event**" means that:
- (i) any part of the EIB Funds has failed to be allocated to any Schemes subject to the Letter(s) of Allocation and pursuant to Article 1.9; or
 - (ii) any re-allocation pursuant to Article 1.9.C is not possible or possible only in part.

4.3.A(5) AFFECTED SCHEME EVENT

- (a) The Borrower or the Promoter shall promptly inform the Bank if an Affected Scheme Event has occurred.
- (b) If the Borrower or the Promoter notify the Bank of an Affected Scheme Event, or if the



Bank becomes aware of any such Affected Scheme and notifies the Borrower and the Promoter to that effect, then the Borrower shall, within a period of 60 (sixty) days following its giving, or receiving of any such notice:

- (i) take steps to remedy, to the Bank's satisfaction, the event referred to in (a) above; and/or
- (ii) request the Bank to re-allocate any part of the Credit or the EIB Funds allocated to the Affected Scheme to another eligible Scheme pursuant to Article 1.9.C,

failing which, the Bank may by further notice to the Borrower demand that the Borrower prepay the Loan Outstanding in the amount originally allocated to any such Affected Scheme on the date indicated by the Bank in its notice to the Borrower.

(c) For the purpose of this Contract:

- (i) an "**Affected Scheme**" means a Scheme affected by an Affected Scheme Event;
- (ii) an "**Affected Scheme Event**" means that:
 - (1) the Borrower, the Promoter or the Project Company has failed to comply with the Environmental and Social Law or any laws of the European Union and the Republic of Croatia with respect to state aid or public procurement with respect to any Scheme;
 - (2) an EU Funds Event has occurred or is likely to occur in relation to any Scheme;
 - (3) the Bank has issued a Letter of Allocation with respect to a Scheme that, contrary to the representation from the Borrower and/or Promoter delivered with any Allocation Request, is subject to the relevant EIA procedures; or
 - (4) the Borrower or the Promoter has applied the proceeds of the EIB Funds to finance any Scheme that, when applicable, failed to be subject to a relevant EIA procedures or a biodiversity assessment in accordance with the Birds Directive and/or the Habitats Directive; and
- (iii) an "**EU Funds Event**" means any of the following (whether directly or indirectly) in relation to any Scheme:
 - (1) the Borrower is required to reimburse or repay any contribution from EU Funds in whole or in part as a result of a recovery, financial correction or similar procedures triggered by any irregularities in relation to such contribution from EU Funds for the reasons attributable to the Borrower; or
 - (2) otherwise than for the reasons indicated in item (1) above, EU Funds cease to be available or have been cancelled in full or in part and the financing of such Scheme from other resources has not been ensured by the Borrower or the Promoter to the satisfaction of the Bank.

(d) In case of substitution of any Affected Scheme with any other Scheme, the allocation deadlines set out in Article 1.9 shall not apply. The Borrower or the Promoter shall deliver to the Bank a list of any such substitutions in a form acceptable to the Bank.

4.3.B Prepayment mechanics

Any sum demanded by the Bank pursuant to Article 4.3.A, together with any interest or other amounts accrued or outstanding under this Contract including, without limitation, any indemnity due under Article 4.3.C, shall be paid on the Prepayment Date indicated by the Bank in its notice of demand.



4.3.C Prepayment indemnity

4.3.C(1) FIXED RATE TRANCHE

If the Borrower prepays a Fixed Rate Tranche in case of an Indemnifiable Prepayment Event, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Fixed Rate Tranche that is being prepaid.

4.3.C(2) FLOATING RATE TRANCHE

The Borrower may prepay the Floating Rate Tranches without the Prepayment Indemnity.

4.4 General

4.4.A No prejudice to Article 10

This Article 4 shall not prejudice Article 10.

4.4.B No reborrowing

A repaid or prepaid amount may not be reborrowed.

ARTICLE 5

Payments

5.1 Day count convention

Any amount due by way of interest, indemnity or the Deferment 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:

- (a) under a Fixed Rate Tranche, a year of 360 (three hundred and sixty) days and a month of 30 (thirty) days; and
- (b) under a Floating Rate Tranche, a year of 360 (three hundred and sixty) days for EUR and the number of days elapsed.

5.2 Time and place of payment

- (a) Unless otherwise specified in this Contract or in the Bank's demand, all sums other than sums of interest, indemnity and principal are payable within 15 (fifteen) days of the Borrower's receipt of the Bank's demand.
- (b) Each sum payable by the Borrower under this Contract shall be paid to the relevant account notified by the Bank to the Borrower. The Bank shall notify the account not less than 15 (fifteen) days before the due date for the first payment by the Borrower and shall notify any change of account not less than 15 (fifteen) 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.
- (c) The Borrower shall indicate the Contract Number in the payment details for each payment made hereunder.
- (d) A sum due from the Borrower shall be deemed paid when the Bank receives it.
- (e) Any disbursements by and payments to the Bank under this Contract shall be made using the Disbursement Account (for disbursements by the Bank) and the Payment Account (for payments to the Bank).

5.3 No set-off by the Borrower

All payments to be made by the Borrower under this Contract shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.



5.4 **Disruption to Payment Systems**

If either the Bank determines (in its discretion) that a Disruption Event has occurred or the Bank is notified by the Borrower that a Disruption Event has occurred:

- (a) the Bank may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of this Contract as the Bank may deem necessary in the circumstances;
- (b) the Bank shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes; and
- (c) the Bank shall not be liable for any damages, costs or losses whatsoever arising as a result of a Disruption Event or for taking or not taking any action pursuant to or in connection with this Article 5.4.

5.5 **Application of sums received**

5.5.A **General**

Sums received from the Borrower shall only discharge its payment obligations if received in accordance with the terms of this Contract.

5.5.B **Partial payments**

If the Bank receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under this Contract, the Bank shall apply that payment in the order set out below, in or towards:

- (a) *pro rata* to each of any unpaid fees, costs, indemnities and expenses due under this Contract;
- (b) any accrued interest due but unpaid under this Contract;
- (c) any principal due but unpaid under this Contract; and
- (d) any other sum due but unpaid under this Contract.

5.5.C **Allocation of sums related to Tranches**

- (a) In case of:
 - (i) a partial voluntary prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied *pro rata* to each outstanding instalment, or, at the request of the Borrower, in inverse order of maturity; or
 - (ii) a partial compulsory prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied in reduction of the outstanding instalments in inverse order of maturity.
- (b) Sums received by the Bank following a demand under Article 10.1 and applied to a Tranche, shall reduce the outstanding instalments in inverse order of maturity. The Bank may apply sums received between Tranches at its discretion.
- (c) In case of receipt of sums which cannot be identified as applicable to a specific Tranche, and on which there is no agreement between the Bank and the Borrower on their application, the Bank may apply these between Tranches at its discretion.

ARTICLE 6

Borrower undertakings and representations

The undertakings in this Article 6 remain in force from the date of this Contract for so long as any amount is outstanding under this Contract or the Credit is in force.



6.1 Use of Loan and availability of other funds

The Borrower and the Promoter shall, or shall procure that each Project Company will, use all amounts borrowed by it under this Contract for the execution of the Project.

The Borrower and the Promoter shall ensure that they have available to them other funds listed in Recital (b) and that such funds are expended, to the extent required, on the financing of the Project.

6.2 Completion of Project

The Borrower (acting through the Promoter) shall, or shall procure that each Project Company will, 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.

6.3 Increased cost of Project

If the total cost of the Project exceeds the estimated figure set out in Recital (b), the Borrower (acting through the Promoter) shall, or shall procure that the relevant Project Company will obtain the finance to fund the excess cost without recourse to the Bank, so as to enable the Project to be completed in accordance with the Technical Description. The plans for funding the excess cost shall be communicated to the Bank without delay.

6.4 Procurement procedure

- (a) The Borrower and the Promoter shall, or shall procure that each Project Company will, procure works, services or goods for the Project:
 - (i) in accordance with EU Law in general and in particular with the relevant European Union procurement directives, if the latter are applicable;
 - (ii) in accordance with procurement procedures which, to the satisfaction of the Bank, respect the criteria of economy and efficiency and the principles of transparency, equal treatment and non-discrimination on the basis of nationality, in case of public contracts not subject to the European Union procurement directives; or
 - (iii) in accordance with procurement procedures which, to the satisfaction of the Bank, respect the criteria of economy and efficiency in case of contracts other than public contracts not subject to the European Union procurement directives.
- (b) For cases of paragraphs (a)(i) and (a)(ii) above, the Borrower and the Promoter or the Project Company shall request in the tender documents or other reference documents for the procurement procedures referred to in Article 6.4(a) above that the bidder declares whether or not it is subject to any exclusion decision or temporary suspension pursuant to the Exclusion Policy.
- (c) If a bidder declares to the Borrower or the Promoter or the Project Company prior to the contract award that it is subject to any exclusion decision or temporary suspension covered by the Exclusion Policy, the Borrower or the Promoter or the Project Company shall engage with the Bank in good faith and shall make best efforts in order to:
 - (i) achieve an exclusion of such a bidder under applicable law so that the bidder does not participate in the Project or, should such an exclusion not be possible; or
 - (ii) restructure the scope of the Project so that no proceeds of the Loan be applied towards any works or services under any contract awarded to that bidder, unless otherwise agreed with the Bank.

6.5 Continuing Project undertakings

The Borrower shall, or shall procure that the Promoter and each Project Company will:



- (a) **Maintenance:** maintain, repair, overhaul and renew all property forming part of the Project as required to keep it in good working order;
- (b) **Project assets:** unless the Bank shall have given its prior consent in writing, retain title to and possession of 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; 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 its Statute or under article 309 of the Treaty on the Functioning of the European Union;
- (c) **Insurance:** ensure that all works and property forming part of the Project are adequately insured in accordance with the standard practice for similar works and property of public interest;
- (d) **Rights and Permits:** maintain in force all rights of way or use and all Authorisations necessary for the execution and operation of the Project;
- (e) **Environment and Social Matters:**
 - (i) implement and operate the Project materially in compliance with Environmental and Social Law;
 - (ii) obtain and maintain requisite Environmental and Social Approvals for the Project;
 - (iii) comply with any such Environmental and Social Approvals;
 - (iv) ensure that, unless the Borrower or the Promoter or the Project Company has obtained relevant Authorisations and the Non-Technical Summary of the EIA has been made available to the public, no proceeds of the EIB Funds will be used to finance any Scheme that is subject to a relevant EIA procedure or biodiversity assessment in accordance with the Birds Directive and the Habitats Directive; and
 - (v) procure and deliver to the Bank, as soon as available, however, no later than before its submission of the Project completion report (pursuant to Article 8.1(a)(i), below), energy performance certificate(s) in accordance with the Council Directive on Energy Performance of Buildings (Directive 2010/31/EU) in relation to any Scheme comprising any building and provide the Bank with all corresponding information that may be required by the Bank (including the energy efficiency performance indicators for each Scheme, if available and when applicable);
- (f) **Integrity:** take, within a reasonable timeframe, appropriate measures in respect of:
 - (i) any of its employees with direct control and/or decision powers over any Scheme, the Credit or the Loan; or
 - (ii) any member of management bodies of the Project Company, who has been convicted by a final and irrevocable court ruling of an Illegal Activity perpetrated in the course of the exercise of his/her professional duties, in order to ensure that such member is excluded from any activity in relation to the Credit, Loan or any Scheme or any other financial indebtedness from the Bank;
- (g) **Integrity Audit Rights:** ensure that all contracts under the Project to be procured after the date of signature of this Contract in accordance with EU Directives on procurement provide for:
 - (i) the requirement that the relevant contractor promptly informs the Bank of a genuine allegation, complaint or information with regard to Illegal Activities related to any Scheme;
 - (ii) the requirement that the relevant contractor keeps books and records of all financial transactions and expenditures in connection with any Scheme; and
 - (iii) the Bank's right, in relation to an alleged Illegal Activity, to review the books and records of the relevant contractor in relation to any Scheme and to take copies of documents unless prohibited by law;



- (h) **Allocation Procedures:** comply with the allocation procedures applicable to the Project, as may be modified by the Bank from time to time in accordance with Article 1.9 of this Contract;
- (i) **Allocation monitoring:** ensure that at the end of the physical implementation of all Schemes under the Project the amount of the EIB Funds disbursed towards such Schemes does not exceed the amount of allocations made by the Bank in relation to all such Schemes under the Letters of Allocation. The Borrower (acting through the Promoter) will promptly inform the Bank when the implementation of any allocated Scheme is suspended or the Scheme is cancelled;
- (j) **Public Service Contract:** prior to allocating any Schemes towards investment in passenger or freight rolling stock, ensure to provide information concerning the operation arrangements, including confirmation of compliance of the current and anticipated follow-up PSC with the Regulation 1370/2007 EU relating to tendering of contracts for provision of passenger railway services. The Borrower or Promoter shall promptly inform the Bank on current and future contracts for national passenger services, specifically planned tender processes, the outcomes of these and all factors with significant influence on timing, content and outcome including-but not limited to legal proceedings, changes to schedules and other important changes thereto;
- (k) **State aid:** implement and operate the Project in conformity with any laws of the European Union and the Republic of Croatia with respect to state aid.
- (l) **No double financing:** ensure that no Scheme is financed from the proceeds of any Total Financial Indebtedness made available to the Borrower or to any Project Company by the Bank other than the EIB Funds; and
- (m) **EU Funds:**
 - (i) when available, upon the Bank's request, provide the Bank with a certified copy of an official application of the Borrower or Promoter or the Project Company for the EU Funds in respect of any Scheme and inform the Bank periodically on the progress of the grant application process; and
 - (ii) ensure that all terms and conditions regarding the EU Funds (whether contractual or statutory) are complied with.
- (n) **Litigation:** procure that the Project Company will, unless prohibited by law, inform the Borrower or Promoter of any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which, to the best of its knowledge and belief, is current, imminent or pending against such Project Company or its controlling entities or members of its management bodies in connection with Illegal Activities related to any Scheme.
- (o) **EIB contribution:** inform the public of its partnership with the Bank in relation to any Schemes financed by EIB Funds by issuing press releases, making the list of Schemes benefiting from EIB funds available to the public, reference the Bank in Scheme sites as its financing partner or otherwise appropriately communicate its partnership with the Bank to the public.

B. GENERAL UNDERTAKINGS

6.6 Compliance with laws

The Borrower and the Promoter shall, and shall procure that each Project Company will comply, procure and verify compliance in all respects with all laws and regulations of the Republic of Croatia and the EU Law to which it or any Scheme is subject including, but not limited to, Environment (including climate change), Social Matters, railway transport, state aid and public procurement laws.

6.7 Books and records

The Borrower and the Promoter shall, or shall procure that the Borrower, Promoter and each Project Company will ensure that it has kept and will continue to keep proper books and



records of account, in which full and correct entries shall be made of all financial transactions and the assets and business of the relevant Project Company, including expenditures in connection with the Project.

6.8 Project Documentation

The Borrower and the Promoter shall, or shall procure that each Project Company will, store and maintain up-to-date all relevant documents in respect of the Project, including in particular the environmental studies related to the EIA(s), the EIA Non-Technical Summary, the nature/biodiversity assessments or equivalent documents supporting the compliance with the Birds Directive and the Habitats Directive, and, at the Bank's request, shall promptly provide any such documentation to the Bank.

6.9 Data Protection

- (a) When disclosing information (other than mere contact information relating to the members of the personnel of the Borrower, the Promoter or the Project Company involved in the management of this Contract ("**Contact Data**") to the Bank in connection with this Contract, the Borrower and the Promoter shall redact or otherwise amend that information (as necessary) so that it does not contain any personal data, except where this Contract specifically requires, or the Bank specifically requests in writing, to disclose such information in the form of personal data.
- (b) Before disclosing any personal data (other than Contact Data) to the Bank in connection with this Contract, the Borrower and the Promoter shall ensure that each data subject of such personal data:
 - (i) has been informed of the disclosure to the Bank (including the categories of personal data to be disclosed); and
 - (ii) has been advised on the information contained in (or has been provided with an appropriate link to) the Bank's privacy statement in relation to its lending and investment activities as set out from time to time at <https://www.eib.org/en/privacy/lending> (or such other address as the Bank may notify to the Borrower in writing from time to time).

6.10 General Representations and Warranties

The Borrower and the Promoter represent and warrant to the Bank that:

- (a) it has the power to execute, deliver and perform its obligations under this Contract and all necessary statutory action has been taken to authorise the execution, delivery and performance of the same by it;
- (b) this Contract constitutes its legally valid, binding and enforceable obligations;
- (c) the execution and delivery of, the performance of its obligations under and compliance with the provisions of this Contract do not and will not contravene or conflict with:
 - (i) any applicable law, statute, rule or regulation, or any judgement, decree or permit to which it is subject;
 - (ii) any agreement or other instrument binding upon it which might reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Contract; and
- (d) there has been no Material Adverse Change since 21 November 2023;
- (e) no event or circumstance which constitutes an Event of Default has occurred and is continuing unremedied or unwaived;



- (f) no litigation, arbitration, administrative proceedings or investigation in connection with the implementation of the Project is current or to its knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against it or the Project Company any unsatisfied judgement or award which has resulted or is reasonably likely to result in a Material Adverse Change;
- (g) it has obtained all necessary Authorisations in connection with this Contract and in order to lawfully comply with its obligations hereunder, and the Project and all such Authorisations are in full force and effect and admissible in evidence;
- (h) its payment obligations under this Contract rank not less than *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations under any of its Debt Instruments except for obligations mandatorily preferred by law;
- (i) it is in compliance with Article 6.5(e) and to the best of its knowledge and belief (having made due and careful enquiry) no material Environmental or Social Claim has been commenced or is threatened against it in relation to any Scheme; and
- (j) it and each of the Project Company is in compliance with all undertakings under this Article 6.

The representations and warranties set out above are made on the date of this Contract and are, with the exception of the representation set out in paragraph (d) above, deemed repeated with reference to the facts and circumstances then existing on the date of each Disbursement Request, the date of each Compliance Certificate, each Disbursement Date and each Payment Date.

ARTICLE 7

Security

The undertakings in this Article 7 remain in force from the date of this Contract for so long as any amount is outstanding under this Contract or the Credit is in force.

7.1 Pari passu ranking

The Borrower shall ensure that its payment obligations under this Contract rank, and will rank, not less than *pari passu* in right of payment with all other present and future unsecured obligations under any of its Debt Instruments except for obligations mandatorily preferred by law applying to companies generally.

In particular, if the Bank makes a demand under Article 10.1 or if an event or potential event of default under any unsecured and unsubordinated Debt Instrument of the Borrower or of any of its agencies or instrumentalities has occurred and is continuing, the Borrower shall not make (or authorize) any payment in respect of any other such Debt Instrument (whether regularly scheduled or otherwise) without simultaneously paying, or setting aside in a designated account for payment on the next Payment Date a sum equal to, the same proportion of the debt outstanding under this Contract as the proportion that the payment under such Debt Instrument bears to the total debt outstanding under that Instrument. For this purpose, any payment of a Debt Instrument that is made out of the proceeds of the issue of another instrument, to which substantially the same persons that hold claims under the Debt Instrument have subscribed, shall be disregarded.

In this Contract, "**Debt Instrument**" means (a) an instrument, including any receipt or statement of account, evidencing or constituting an obligation to repay a loan, deposit, advance or similar extension of credit (including without limitation any extension of credit under a refinancing or rescheduling agreement), (b) an obligation evidenced by a bond, debenture or similar written evidence of indebtedness or (c) a guarantee of an obligation arising under a Debt Instrument of another.



7.2 Additional Security

Should the Borrower grant to a third party any security for the performance of any Debt Instrument or any preference or priority in respect thereof, the Borrower shall, if so required by the Bank, provide to the Bank equivalent security for the performance of its obligations under this Contract or grant to the Bank equivalent preference or priority.

7.3 Clauses by inclusion

If the Borrower concludes with any other medium or long term financial creditor a financing agreement that includes a loss-of-rating clause or a covenant or other provision regarding *pari passu* ranking or cross default, if applicable, that is stricter than any equivalent provision of this Contract, the Borrower shall so inform the Bank and shall, at the request of the Bank, execute an agreement to amend this Contract so as to provide for an equivalent provision in favour of the Bank.

ARTICLE 8

Information and Visits

8.1 Information concerning the Project

The Borrower shall, or shall procure that the Promoter or the Project Company will:

- (a) deliver to the Bank:
 - (i) the information in content and in form, and at the times, specified in Schedule A.2 or otherwise as agreed from time to time by the Parties; and
 - (ii) any such information or further document concerning the financing, procurement, implementation, operation and Environment or Social Matters of or for any Scheme as the Bank may reasonably require within a reasonable time,

provided always that if such information or document is not delivered to the Bank on time, and the Borrower or the Promoter or the Project Company do not rectify the omission within a reasonable time set by the Bank in writing, the Bank may remedy the deficiency, to the extent feasible, by employing its own staff or a consultant or any other third party, at the Borrower's expense and the Borrower or the Promoter or the Project Company shall provide such persons with all assistance necessary for the purpose;
- (b) submit for the approval of the Bank without delay any material change to the Project, also taking into account the disclosures made to the Bank in connection with the Project prior to the signing of this Contract, in respect of, inter alia, the price, design, plans, timetable or to the expenditure programme or financing plan for the Project;
- (c) promptly inform the Bank, or shall procure that the Project Company will promptly inform the Bank, as soon as it becomes aware of or as soon as it is informed thereof by the Project Company of:
 - (i) any action or protest initiated or any objection raised by any third party or any genuine complaint received by the Borrower or the Promoter or by the relevant Project Company which is material or any material Environmental or Social Claim that is to its knowledge (or to the knowledge of the relevant Project Company) commenced, pending or threatened against it with regard to Environment, Social Matters or other matters affecting any Scheme;
 - (ii) any fact or event known to the Borrower or the Promoter, which may substantially prejudice or affect the conditions of execution or operation of any Scheme;
 - (iii) any incident or accident relating to any Scheme which has or is likely to have a significant adverse effect on the Environment or on Social Matters;
 - (iv) a genuine allegation, complaint or information with regard to Illegal Activities or any EU Sanctions related to any Scheme;



- (v) any self-declared exclusion by a bidder that occurs prior to the contract award and is covered by the Exclusion Policy;
 - (vi) any material non-compliance by it with any applicable Environmental and Social Law;
 - (vii) any suspension, revocation or material modification of any Environmental and Social Approval; and
 - (viii) any suspension or cancelation of the implementation of any Scheme,
and set out the action to be taken with respect to such matters;
- (d) at the end of the Allocation Period, provide the Bank with sufficient evidence and information in the form satisfactory to the Bank confirming that the EIB Funds do not exceed:
- (i) 50% (fifty per cent) of the total cost of the Project, as allocated to the Project by the Bank under any Letter(s) of Allocation; or
 - (ii) when aggregated with any EU Funds available for the Project, 90% (ninety per cent) of the total cost of the Project, as allocated to the Project under any Letter(s) of Allocation;
 - (iii) 100% (one hundred per cent) of eligible investment costs (as such costs are defined in the Technical Description), in relation to the Project;
- (e) upon request from the Bank, promptly (however, not later than within 10 (ten) Business Days) deliver to the Bank documents referred to in Article 6.5(e)(iv) or procure that the relevant Project Company promptly (however, not later than within 10 (ten) Business Days) delivers such documents to the Bank;
- (f) not later than within 5 (five) days after the Promoter becomes aware thereof, inform the Bank of any suspension of any payment by the European Commission in respect of any Scheme and/or of any initiation by the European Commission of an infringement procedure or of legal proceedings before the Court of Justice of the European Union for non-compliance with the EU Law with respect to any Scheme;
- (g) promptly inform the Bank about any material modifications in the Borrower's or Promoter's planning and development strategies and, if so requested, promptly deliver to the Bank a copy of any such modification or any new strategy, together with any relevant documents;
- (h) promptly inform the Bank for the purpose of Article 4.3.A(4) in case the EIB Funds disbursed towards the Schemes under the Project exceeds the amount of allocations made by the Bank in relation to such Schemes under respective Letter(s) of Allocation;
- (i) promptly inform the Bank of the completion and the results of a Public Tender, in particular the public railway services contract, Public Service Contract arrangements, including confirmation of compliance of the public service contracts for provision of railway passenger service by rail with the EU Law (including the tendering thereof) and in particular with Regulation 1370/2007 EU;
- (j) in case a subsidy is notified to the European Commission in relation to a Scheme, promptly inform the Bank of the outcome of the notification procedure and any potential conditions imposed by the European Commission;
- (k) deliver, or shall procure that each Project Company will deliver to the Bank, if so requested:
- (i) a certificate of its insurers showing fulfilment of the requirements of Article 6.5(c);
 - (ii) annually, a list of policies in force covering the insured property forming part of the Project, together with confirmation of payment of the current premiums;
 - (iii) relevant updates (if any) on Project's procurement procedures; and
 - (iv) evidence of compliance with the undertakings under Article 6.5.



8.2 Information concerning the Borrower, the Promoter and the Project Company

The Borrower shall:

- (a) deliver to the Bank:
 - (i) such further information, evidence or document concerning:
 - (1) it's or on the Project Companies' general financial situation as the Bank may reasonably require; and
 - (2) compliance with the due diligence requirements of the Bank for the Borrower or a Project Company, including, but not limited to "know your customer" (KYC) or similar identification and verification procedures, when requested and within a reasonable time; and
- (b) inform the Bank immediately of:
 - (i) any event or decision that constitutes or may result in a Prepayment Event;
 - (ii) any intention on its part, or on the part of any Project Company, to relinquish ownership of any material component of the Project;
 - (iii) any intention on its part to grant any Security over any of its assets in favour of a third party;
 - (iv) any fact or event that is reasonably likely to prevent the substantial fulfilment of any obligation of the Borrower under this Contract;
 - (v) any Event of Default having occurred or being threatened or anticipated;
 - (vi) unless prohibited by law, any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which, to the best of its knowledge and belief, is current, imminent or pending against (A) the agents of the Borrower with control and/or decision making power over the Loan or the Project or (B) the management bodies or agents of the Promoter with control and/or decision making power over the Loan or the Project or (C) the management bodies of any Project Company in connection with Illegal Activities related to the Credit, the Loan or any Scheme;
 - (vii) any measure taken by the Borrower, the Promoter or any Project Company pursuant to Article 6.5(f) of this Contract;
 - (viii) of any genuine allegation, complaint or information with regard to Illegal Activity related to any funds made available out of the proceeds of the Loan or any Scheme;
 - (ix) any claim, action, proceeding, formal notice or investigation relating to any EU Sanctions, concerning the Borrower, or the Promoter or any Relevant Person.

8.3 Visits by the Bank

The Borrower and the Promoter shall, or shall procure that each Project Company will, allow persons designated by the Bank, as well as persons designated by other institutions or bodies of the European Union when so required by the relevant mandatory provisions of the EU Law:

- (a) to visit the sites, installations and works comprising the Project;
- (b) to interview representatives of the Borrower, Promoter and/or Project Company's and not obstruct contacts with any other person involved in or affected by the Project; and
- (c) to review the Borrower's, Promoter's and/or Project Company's books and records in relation to the execution of the Project and to be able to take copies of related documents unless prohibited by law.

The Borrower (acting through the Promoter) shall provide the Bank, or ensure that the Bank is provided, with all necessary assistance for the purposes described in this Article.



The Borrower and Promoter acknowledge that the Bank may be obliged to communicate information relating to the Borrower and Promoter and the Project to any competent institution or body of the European Union in accordance with the relevant mandatory provisions of EU Law.

ARTICLE 9

Charges and expenses

9.1 Taxes, duties and fees

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

The Borrower shall pay all principal, interest, indemnities and other amounts due under this Contract gross without any withholding or deduction of any national or local impositions whatsoever required by law or under an agreement with a governmental authority or otherwise. If the Borrower is obliged to make any such withholding or deduction, it shall gross up the payment to the Bank so that after withholding or deduction, the net amount received by the Bank is equivalent to the sum due.

9.2 Other charges

The Borrower shall bear all charges and expenses, including professional, banking or exchange charges incurred in connection with the preparation, execution, implementation, enforcement and termination of this Contract or any related document, any amendment, supplement or waiver in respect of this Contract or any related document, and in the amendment, creation, management, enforcement and realisation of any Security for the Loan.

9.3 Increased costs, indemnity and set-off

- (a) The Borrower shall pay to the Bank any costs or expenses incurred or suffered by the Bank as a consequence of the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or compliance with any law or regulation which occurs after the date of signature of this Contract, in accordance with or as a result of which:
 - (i) the Bank is obliged to incur additional costs in order to fund or perform its obligations under this Contract; or
 - (ii) any amount owed to the Bank under this Contract or the financial income resulting from the granting of the Credit or the Loan by the Bank to the Borrower is reduced or eliminated.
- (b) Without prejudice to any other rights of the Bank under this Contract or under any applicable law, the Borrower shall indemnify and hold the Bank harmless from and against any loss incurred as a result of any full or partial discharge that takes place in a manner other than as expressly set out in this Contract.
- (c) The Bank may set off any matured obligation due from the Borrower under this Contract (to the extent beneficially owned by the Bank) against any obligation (whether or not matured) owed by the Bank to the Borrower regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Bank may set off in an amount estimated by it in good faith to be the amount of that obligation.



ARTICLE 10

Events of Default

10.1 Right to demand repayment

The Borrower shall repay all or part of the Loan Outstanding (as requested by the Bank) forthwith, together with accrued interest and all other accrued or outstanding amounts under this Contract, upon written demand being made by the Bank in accordance with the following provisions.

10.1.A Immediate demand

The Bank may make such demand immediately without prior notice (*mise en demeure préalable*) or any judicial or extra judicial step:

- (a) if the Borrower does not pay on the due date any amount payable pursuant to this Contract at the place and in the currency in which it is expressed to be payable, unless:
 - (i) its failure to pay is caused by an administrative or technical error or a Disruption Event; and
 - (ii) payment is made within 3 (three) Business Days of its due date;
- (b) if any information or document given to the Bank by or on behalf of the Borrower or the Promoter or the Project Company or any representation, warranty or statement made or deemed to be made by the Borrower in, pursuant to, or for the purposes of entering into this Contract or in connection with the negotiation or performance of this Contract is or proves to have been incorrect, incomplete or misleading in any material respect;
- (c) if, following any default in relation thereto, the Borrower is required or is capable of being required or will, following expiry of any applicable contractual grace period, be required or be capable of being required to prepay, discharge, close out or terminate ahead of maturity any other loan or obligation arising out of any financial transaction or any commitment for any other loan or obligation arising out of any financial transaction is cancelled or suspended;
- (d) if the Borrower is unable to pay its debts as they fall due, or suspends its debts, or makes or, without prior written notice to the Bank, seeks to make a composition with its creditors, including a moratorium, or, as a result of material financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its financial indebtedness (by way of voluntary arrangement, scheme of arrangement or otherwise);
- (e) if the Borrower defaults in the performance of any obligation in respect of any loan granted by the Bank or financial instrument entered into with the Bank or made to it from the resources of the Bank or the European Union;
- (f) if a Material Adverse Change occurs, as compared with the Borrower's condition at the date of this Contract;
- (g) if it is or becomes unlawful for the Borrower to perform any of its obligations under this Contract or this Contract is not effective in accordance with its terms or is alleged by the Borrower to be ineffective in accordance with its terms.

10.1.B Demand after notice to remedy

The Bank may also make such demand without prior notice (*mise en demeure préalable*) or any judicial or extra judicial step (without prejudice to any notice referred to below):

- (a) if the Borrower fails to comply with any provision of this Contract (other than those referred to in Article 10.1.A); or
- (b) if any fact related to the Borrower or the Project 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,



unless the non-compliance or circumstance giving rise to the non-compliance is capable of remedy and is remedied within a reasonable period of time specified in a notice served by the Bank on the Borrower.

10.2 Other rights at law

Article 10.1 shall not restrict any other right of the Bank at law to require prepayment of the Loan Outstanding.

10.3 Indemnity

10.3.A Fixed Rate Tranches

In case of demand under Article 10.1 in respect of any Fixed Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with the indemnity on any amount of principal due to be prepaid. Such indemnity shall (i) 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, and (ii) be for the amount communicated by the Bank to the Borrower as the present value (calculated as of the date of the prepayment) of the excess, if any, of:

- (a) the interest that would accrue thereafter on the amount prepaid over the period from the date of prepayment to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not prepaid; over
- (b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.19% (nineteen basis points).

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

10.3.B Floating Rate Tranches

In case of demand under Article 10.1 in respect of any Floating Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with a sum equal to the present value of 0.19% (nineteen basis points) per annum calculated and accruing on the amount of principal due to be prepaid in the same manner as interest would have been calculated and would have accrued, if that amount had remained outstanding according to the applicable amortisation schedule of the Tranche, until the Interest Revision/Conversion Date, if any, or the Maturity Date.

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

10.3.C General

Amounts due by the Borrower pursuant to this Article 10.3 shall be payable on the date specified in the Bank's demand.

10.4 Non-Waiver

No failure or delay or single or partial exercise by the Bank in exercising any of its rights or remedies under this Contract shall be construed as a waiver of such right or remedy. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights or remedies provided by law.

ARTICLE 11

Law and jurisdiction, miscellaneous

11.1 Governing Law

This Contract and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of Luxembourg.



11.2 Jurisdiction

- (a) The Court of Justice of the European Union has exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with this Contract (including a dispute regarding the existence, validity or termination of this Contract or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Contract.
- (b) The parties agree that the Court of Justice of the European Union is the most appropriate and convenient court to settle Disputes between them and, accordingly, that they will not argue to the contrary. In particular, the parties to this Contract hereby waive any immunity from or right to object to the jurisdiction of this court. A decision of the court given pursuant to this Article shall be conclusive and binding on each party without restriction or reservation.

11.3 Place of performance

Unless otherwise specifically agreed by the Bank in writing, the place of performance under this Contract, except for Project related undertakings, shall be the seat of the Bank.

11.4 Evidence of sums due

In any legal action arising out of this Contract the certificate of the Bank as to any amount or rate due to the Bank under this Contract shall, in the absence of manifest error, be prima facie evidence of such amount or rate.

11.5 Entire Agreement

This Contract constitutes the entire agreement between the Bank and the Borrower in relation to the provision of the Credit hereunder, and supersedes any previous agreement, whether express or implied, on the same matter.

11.6 Invalidity

If at any time any term of this Contract is or becomes illegal, invalid or unenforceable in any respect, or this Contract is or becomes ineffective in any respect, under the laws of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Contract or the effectiveness in any other respect of this Contract in that jurisdiction; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Contract or the effectiveness of this Contract under the laws of such other jurisdictions.

11.7 Amendments

Any amendment to this Contract shall be made in writing and shall be signed by the Parties.

11.8 Counterparts

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

ARTICLE 12

Final clauses

12.1 Notices

For the avoidance of doubt, all notices and other communication under this Contract by the Bank to the Borrower shall be sent to the Ministry of Finance with copy to the Ministry of the



Sea, Transport and Infrastructure, and all notices and other communication under this Contract by the Bank to the Promoter shall be sent to the Ministry of the Sea, Transport and Infrastructure with copy to the Ministry of Finance.

For the avoidance of doubt, all notices and other communication under this Contract by the Promoter to the Bank shall be sent through or with copy to the Ministry of Finance, and all notices and other communications given under this Contract by the Borrower to the Bank shall be sent by the Ministry of Finance with copy to the Ministry of the Sea, Transport and Infrastructure.

12.1.A Form of Notice

- (a) Any notice or other communication given under this Contract must be in writing and, unless otherwise stated, may be made by letter or electronic mail.
- (b) Notices and other communications for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter or by electronic mail. Such notices and communications shall be deemed to have been received by the other Party:
 - (i) on the date of delivery in relation to a hand-delivered or registered letter;
 - (ii) in the case of any electronic mail:
 - (1) (except for Disbursement Notice referred to in paragraph (2) below), only when such electronic mail is actually received in readable form and only if it is addressed in such a manner as the other Party shall specify for this purpose; and
 - (2) which contains a Disbursement Notice, only when such electronic mail is sent by the Bank to the Borrower.
- (c) Any notice provided by the Borrower to the Bank by electronic mail shall:
 - (i) mention the Contract Number in the subject line; and
 - (ii) be in the form of a non-editable electronic image (pdf, tif or other common non editable file format agreed between the Parties) of the notice signed by an Authorised Signatory with individual representation right or by two or more Authorised Signatories with joint representation right of the Borrower, as appropriate, attached to the electronic mail.
- (d) 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.
- (e) Without affecting the validity of electronic mail notices or communication made in accordance with this Article 12.1, the following notices, communications and documents shall also be sent by registered letter to the relevant Party at the latest on the immediately following Business Day:
 - (i) Disbursement Request;
 - (ii) revocation of a Disbursement Request according to Article 1.2.C(b);
 - (iii) any notices and communication in respect of the deferment, cancellation and suspension of a disbursement of any Tranche, interest revision or conversion of any Tranche, Market Disruption Event, Prepayment Request, Prepayment Notice, Event of Default, any demand for prepayment; and
 - (iv) any other notice, communication or document required by the Bank.
- (f) The Parties agree that any above communication (including via electronic mail) is an accepted form of communication, shall constitute admissible evidence in court and shall have the same evidential value as an agreement under hand (*sous seing privé*).



12.1.B Addresses

The address and electronic mail address (and the department, for whose attention the communication is to be made) of each Party for any communication to be made or document to be delivered under or in connection with this Contract is:

For the Bank: Attention: Operations
 Adriatic Sea Department/Division for Croatia, Slovenia public sector & corporates Adriatic Sea
 100 boulevard Konrad Adenauer
 L-2950 Luxembourg
 E-mail address: contactline-95797@eib.org

For the Borrower: Attention: Ministry of Finance
 Katančičeva 5
 10 000 Zagreb
 Croatia
 E-mail address: kabinet@mfin.hr

For the Promoter: Attention: Ministry of the Sea, Transport and Infrastructure
 Prisavlje 14
 10 000 Zagreb
 Croatia
 E-mail address: ministar@mmpi.hr

12.1.C Notification of communication details

The Bank and the Borrower shall promptly notify the other Party in writing of any change in their respective communication details.

12.2 English language

- (a) Any notice or communication given under or in connection with this Contract must be in English.
- (b) All other documents provided under or in connection with this Contract must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Bank, accompanied by a certified English translation and, in this case, the English translation will prevail.

12.3 Recitals, Schedules and Annexes

The Recitals and following Schedules form part of this Contract:

Schedule A	Project Specification and Reporting
Schedule B	Definition of EURIBOR
Schedule C	Form of Disbursement Request (Article 1.2.B)
Schedule D	Interest Rate Revision and Conversion
Schedule E	Certificates to be provided by the Borrower



The following Annexes are attached hereto:

Annex I	Form of legal opinion from the Minister of Justice
Annex II	Form A/B

12.4 Entry into force

This Contract shall enter into force on the date of entry into force of the law of its ratification.



Signature page for Contract Number (FI N°) 95.797

The Parties have caused this Contract to be executed in the English language by way of exchange by e-mail of a digital copy of the Contract duly executed by the Parties.

Without prejudice to the above and for the purposes of keeping records of the execution of this Contract, 3 (three) hardcopy originals, executed on behalf of the Bank, shall be sent to the Borrower, which shall execute each original. The receipt by the Bank of 2 (two) originals of this Contract shall constitute a condition precedent for the disbursement of the first Tranche.

In Zagreb, this 17 day of JANUARY 2024 and
in Luxembourg, this 22nd day of January 2024.

Signed for and on behalf
of

THE REPUBLIC OF
CROATIA

The Minister of Finance

Marko PRIMORAC

Signed for and on behalf of

EUROPEAN INVESTMENT BANK

Head of Division

Hanna KARCZEWSKA

Loan Officer

Olga PASCENCO



Schedule A

Project Specification and Reporting

A.1 Technical Description

A.1.1 Purpose, Location

The Project, financing of which is structured as a framework loan, consists of supporting railway schemes in Croatia developed by the Ministry of the Sea, Transport and Infrastructure (MSTI) of Croatia as the Promoter and aligned with the objectives of the Transport Development Strategy of the Republic of Croatia for period 2017-2030, Sector policy letter entitled "Modernization and Restructuring of the Railway Sector", Railway System Development Strategy of the Republic of Croatia until 2032, National Plan for Railway Infrastructure Development for the period until 2030, National Plan for Managing Railway Infrastructure and Service Facilities and for Development Rail Transport Service for the period until 2030.

Description

The Project includes railway infrastructure and rolling stock schemes. Some schemes may be co-financed by EU grants. The eligible investments are as follows:

	Eligible Investments
Railway infrastructure	<p>Rehabilitation, modernisation and new construction of strategic (TEN-T), national, regional and local railway infrastructure under the responsibility of HŽI:</p> <ul style="list-style-type: none"> • Technical components may include railway tracks, structures, civil engineering, signalling and electronic control systems, passenger stations and stops and ancillary investments such as rail safety schemes, road, cycling and walking infrastructure; • Preparatory works and studies, as far as associated to the technical components above; • Development of supporting capabilities such as new railway specific software (timetable management, etc.); • Rail depots, including but not limited to those for rolling stock under responsibility of HŽPP; • Schemes may include, installation of infrastructure for the use of renewable and alternative energy sources.
Train rolling stock and depots	<p>Purchase of new rolling stock (passenger and freight trains) by HŽPP:</p> <ul style="list-style-type: none"> • Battery powered multiple units (BMU); • Battery electric powered multiple units (BEMUs); • Charging infrastructure for battery using trains (BMUs and BEMUs); • Trains and passenger coaches which have zero direct (tailpipe) CO₂ emission when operated on a track with necessary infrastructure, and use a conventional engine where such infrastructure is not available (bi mode).

All schemes shall be aligned with the EIB Transport Lending Policy and EIB Climate Bank Roadmap. Schemes shall comply with the application of relevant TSI standards including:



- o Regulation 2014/1299/EU (Infrastructure),
- o Regulation 2014/1303 (Safety in railway tunnels),
- o Regulation 2014/1300/EU (Accessibility for persons with reduced mobility and disabilities),
- o Regulation 2014/1301/EU (Energy), and
- o Regulation (EU) 2023/1695 (Control command and signalling).
- o Regulation (EU) 1302/2014 (Locomotives and Passengers)
- o Regulation (EU) 321/2013 (Freight wagons)
- o Regulation (EU) 1305/2014 (Telematics Applications for Freight Service)
- o Regulation (EU) 454/2011 (Telematics Applications for Passenger Service)
- o Regulation (EU) 2023/1694 amending Regulations (EU) No 321/2013, (EU) No 1299/2014, (EU) No 1300/2014, (EU) No 1301/2014, (EU) No 1302/2014, (EU) No 1304/2014 and Implementing Regulation (EU) 2019/777
- o The positive assessed national rules notified to the Commission in accordance with Article 8 of Directive (EU) 2016/798 and Article 14 of Directive (EU) 2016/797.

Calendar

The schemes will be implemented in the period 2024-2032.

Allocation Procedure

The Bank's loan will be allocated to eligible schemes, satisfying the conditions listed in the technical description with procedures commensurate with the scheme size and in line with applicable framework loan procedures:

- Eligible schemes with an investment cost below EUR 25 million are selected by the Promoter. The choices are subject to confirmation of eligibility by the Bank's services after disbursement to the schemes concerned. The Promoter shall submit an Allocation Request in a form required by the Bank (as defined in this Schedule A.1.2 below).
- Eligible schemes with a cost between EUR 25 million and EUR 50 million are submitted to the Bank for approval before allocating Bank funds to the schemes, using a template as defined in Schedule A.1.2 or a feasibility study. The Bank keeps the right to ask for additional information; partial or in-depth appraisal of the scheme will be undertaken, if judged necessary. Appraisal of such schemes may result in additional conditions and/or undertakings that will be stated in the Allocation Letter. Should the Borrower not accept these conditions/undertakings it should inform the Bank in writing within 10 days from the receipt of the Allocation Letter and the Bank will proceed with re-allocation.
- Eligible schemes with a cost above EUR 50 million are to be treated, in principle, as separate loans and appraised separately by the Bank's services. Schemes will be subject to approval before allocation of the loan's funds to the scheme. The Promoter shall provide documentation requested by the Bank, at its discretion, as individually indicated by the Bank to the Promoter. Appraisal of such schemes may result in additional conditions and/or undertakings that will be stated in the Allocation Letter. Should the Borrower not accept these conditions/undertakings it should inform the Bank in writing within 10 days from the receipt of the Allocation Letter and the Bank will proceed with re-allocation.
- All Allocation Requests will include a procurement plan for the corresponding schemes.
- The final allocation date shall not exceed 31 December 2032.


A.1.2 Standard Template for Allocation Request for All Schemes

Allocation number **X**
 Date **dd/mm/yyyy**

Name of EIB operation
 Number of EIB operation
 Currency: EUR

SUMMARY OF ALLOCATION TABLE (FOR ALL SCHEMES INCLUDED IN EIB OPERATION)

EIB allocation request date: dd/mm/yyyy (1)	EIB disbursed amount (EUR)	EIB allocated amount (EUR)	Allocated / Disbursed (in %)	EIB's funds paid to final beneficiaries (in %)
Example:				
Disbursement no. 1 (date)	xxxx		xxxx	xxxx
Allocation no. 1 (date, allocation request no.)		xxxx	xxxx	xxxx
Allocation no. 2 (date, allocation request no.)		xxxx	xxxx	xxxx
Disbursement no. 2 (date)	xxxx		xxxx	xxxx
Total	XXXX	XXXX		

Sectors	Total investment costs (EUR)	Financial sources (EUR)			Number of schemes	range of schemes	
		EU contribution (EUR)	Local Administration (EUR)	other resources (EUR)		lowest (EUR)	highest (EUR)
Projects							
1 Urban infrastructure (urban roads, schools, cultural facilities, etc.)							
2 Mobility							
3 Drainage							
4 Smart Cities							
5 Social Housing							
6 Energy (e.g. Thermo modernisation)							
7 Other (Please indicate sector)							
EIB project total							
or which EIB's funds are allocated							
Total funds disbursed to final beneficiary							

Person in charge <name and surname>
 <Function>
 <Department>

Signature
 Date
 Place



ALLOCATION NO. X
DATE: 04/04/2022
Name of BB Operation: 0
Number of BB Operation: 0
Currency: EUR

ALLOCATION and MONITORING TABLE FOR ALL SCHEMES INCLUDED IN BB OPERATION - individual schemes

No. of Sectors (order)	Sector	Scheme name (brief)	Scheme description (main features, objectives) and location	Responsible Department/Implementing body	Implementation dates		Financing Sources (EUR)			Environmental compliance	Indicators			If applicable please specify						
					start (yyyy-mm-dd)	end (yyyy-mm-dd)	Total cost of the scheme (EUR)	EU	Other		EIB Funds Allocated (EUR)	EIA	Type of tender (times holds)	Output	Outcome	% of total cost related to climate adaptation/energy	Traffic/AADT	Permanent employment created after projects completed	No of road facilities saved	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	
	Sectors																			
	Sectors																			
	Sectors																			
	Sectors																			
	Sectors																			
	Sectors																			
	Sectors																			
	Total																			

Explanatory notes:

- (1) No. order
- (2) Sector: 1 Urban Infrastructure (urban roads, a roads, cultural facilities, etc.), 2 Mobility, 3 Drainage, 4 Smart Cities, 5 (For Social Housing schemes, please use the specific allocation table), 7 Other. (Please indicate sector)
- (3) Project name
- (4) Brief project description of the project (description, justification, and location)
- (5) Responsible Department for implementation
- (6),(7) Please indicate the latest estimated dates for start and completion of the project
- (8) Estimated total investment cost (aid by the promoter (after deduction of EU ineligible cost)
- (9) Financial Sources (EU grants, Municipalfunds and other (National, etc.))
- (10) EIB funds allocated
- (11): Please indicate
 - (A) Subject to EIA, Annex I of the EIA Directive. Please, provide copy of NTS or link to a public version of it on a relevant public entity's official web site at allocation or as soon as available; of NTS or a link to a public version of it on a relevant public entity's official web site at allocation, as soon as available
 - (B) Subject to EIA, Annex II "supervisor" of the EIA Directive. Please, provide copy of NTS or a link to a public version of it on a relevant public entity's official web site at allocation, as soon as available
 - (C) Streamlined project (No EIA required). The promoter shall ensure that a screening procedure taking into account the criteria listed in Annex II of EU EIA Directive was carried out by the environmental competent authority. That's screening decision can be common for several schemes. A copy of the decision might be requested by the EIB.
 - (D) Other
- (12) Please refer to Natura 2000 or other habitats areas of international or national importance. Please indicate:
 - (A) No significant impact, potential or likely, on a conservation site (Natura 2000 or otherwise). In that case a declaration signed by the Competent Authority (Form A - or equivalent) has to be provided.
 - (B) A significant impact, potential or likely, on a conservation site. In that case Form B - or equivalent - has to be signed by the Competent Authority and submitted to the Bank together with the project's overarching public interest as well as the opinion of the European Commission, if applicable by the Article 6 (4) of the Habitats Directive.
 - (C) Not applicable
- (13) Please indicate the tender procedure: "1" International Open Tender, "N" National Open Tender "M" Negotiated procedure, "D" Direct Allocation, "E" Emergency procedure and, "C" Competitive tender.
- (18)-(20) Sector indicators

(2)

SECTOR
Urban infrastructure (urban roads, a roads, cultural facilities, etc.)
Drainage
Smart Cities
Social Housing
Other (Please a separate sector)



A.1.3 Project Fiche for Schemes with total costs between EUR 25 million and EUR 50 million

PROJECT FICHE
(for Schemes with total costs between EUR 25million-50million)

FRAMEWORK LOAN FOR THE PROJECT "REVITALIZATION OF THE RAILWAY SYSTEM OF THE REPUBLIC OF CROATIA"² (2022-0660)

This fiche could be replaced by any internal document (e.g. application submitted by the beneficiary) providing the same information.

<p><u>Scheme Name:</u></p> <p><u>Scheme reference number:</u></p> <p><u>Implementing body:</u></p> <p><u>Contact Person:</u></p> <p><u>Contact (e-mail, telephone):</u></p>	<p><u>Scheme promoter:</u></p> <p><u>Location:</u></p> <p><u>Sector:</u></p> <p><u>Type:</u> new Project/ extension/ rehabilitation</p> <p><u>Date:</u></p> <p><u>Signature:</u></p>
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1. Scheme

1.1 Background

1.2 Reasons for undertaking the Project and key objectives

(Please refer to the strategic plans to which Project is integrated).

1.3 Technical description of the Project including relevant key dimensions and capacities

1.4 Entity(ies) responsible for Project design, construction and supervision

1.5 Investment cost (total) in EUR

Engineering and supervision	-
Land	-
Civil works (Building work)	-
Equipment	-
Miscellaneous	-
Technical contingencies	-
Price contingencies (...% escalation p.a.), if applicable	-

² The EIB identification of the Project in Serapis is RAILWAY DEVELOPMENT FRAMEWORK LOAN CROATIA



Interest during construction	-
Total	-

1.5.1 Financial plan and requested allocation

Sources of financing	in EUR
EU funds	
National budget	
Other	
Total	
of which requested EIB loan	

1.6 Expected expenditure schedule (in EUR)

year	2024	n	Total
EUR					

1.7 Expected technical/ economical life-span (years)

1.8 Implementation period (dates: month, year)

- Start:
- Completion:

1.9 Authorisation required to implement/operate the Project

Please provide the name(s) of the authority(ies) issuing the relevant permit(s) and whether or not the authorisation(s) has (have) been issued. If permits are not issued, please indicate the expected date.

1.10 Jobs affected by the investment

Number of jobs that will be created, secured or lost as a consequence of the Project.

a) during construction:	
b) post construction (operation and maintenance) – secured:	

1.11 Physical indicators

Please indicate (quantify) planned physical output/result of the Project.

Indicator name and definition	Baseline (year)	Target value (year)
a) ...		
b)		
c)		

1.12 Procurement

Number of contracts, their value and types of tender procedures, timetable.

1.13 Environmental impacts

- Please explain briefly the effects of the Project on the environment.
- Does the Project have any particular environmental risks or benefits?
- Compliance with environmental requirements (local, national, EU) and a summary description of mitigating measures adopted, if any; indicate if an EIA is required and if the Project is located within/impacts a Natura 2000 sites or any other nature conservation site- in the affirmative cases, please provide information on the relevant assessment and administrative decisions for such projects, the Bank services may require further



information. Please enclose the Non-Technical Summary of the EIA, and Form A or Form B signed by the environmental competent authority (if appropriate).

1.14 Operation and maintenance of the facilities:

- a) Organisation in charge of the operation and maintenance of the Scheme:
- b) Operating and maintenance costs and available budget for operation and maintenance:

1.15 Economic and financial aspects

- a) Population served by the Scheme, or other pertinent demand analysis. In the case of road scheme actual and forecast traffic flows have to be included.
- b) If applicable, a summary of cost-benefit or economic feasibility analysis.
- c) If applicable, cost recovery mechanism (Will users be required to contribute to the cost of the Scheme? Tariff policy?).

2. Overall conclusions and recommendations

Place:

Date:

Promoter:

Responsible person:



A.1.4 Indicative project list



Promoter	Enforcement measure	Line type	Project name
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	International railways	Remediation of tracks and switches in Zagreb GK and Sesvete stations
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	International railways	Rehabilitation of railway line on section Sibinj-Okučani, track and switch repair in stations
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	International railways	Rehabilitation of the railway M402 Sava Rasputnica – Zagreb Ranžirni station – Zagreb Klara LK and DK
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	Mechanisation	Acquisition of new modern strategic and small track-side machinery
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	Complete railway network	Rehabilitation of local railway lines back to defined line speed - Procurement of spare parts and equipment for maintenance purposes
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	Complete railway network	Rehabilitation of local railway lines back to defined line speed - Procurement of strategic material for the purpose of speed raising on railway lines
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Ensurance of Zagreb GK-Dugo Selo with an SS device
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renewal of section Sibinj – Slavonski Brod, dk and lk (2x7.3km), on the Novska-Tovarnik-DG (state border) line
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renewal of the section Strizivojna Vrpolje – Ivankovo (21.3 km), on the Novska-Tovarnik-DG (state border) line
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renewal of the section Andrijevc-Garčin lk (7.8 km) and Strizivojna Vrpolje-Andrijevc dk (8.9 km), on the line Novska-Vinkovci-Tovarnik-DG (state border)
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Adjustment of SS devices on section Vinkovci-Tovarnik
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Reconstruction of the existing track and construction of the second railway line on the section Dugo Selo – Križevci



HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Reconstruction of the existing track and construction of the second railway line on the Križevci – Koprivnica section – state border
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renewal of section Ogulin – (Moravice) (29.4 km), on the Zagreb Gk – Rijeka railway
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renewal of the section Generalški Stol-(Oštarije) (21.4 km), on the Zagreb Gk – Rijeka railway
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Ensurance of Slavonski Šamac station and railways Strizivojna Vrpolje-Slavonski Šamac railway with SS equipment
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Modernisation and renewal of Oštarije – Knin railway SS devices
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Regional lines	Renewal of section Kloštar-Koprivnica-Varaždin (74.7 km) on line R202 Varaždin – Dalj and sections Varaždin – Čakovec (11.8 km) on line R201 Zaprešić-Čakovec
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Regional lines	Renewal of Osijek-Koška section (33 km) on the R202 Varaždin-Dalj line
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Complete railway network	Preparation of technical documentation of technical protection of HŽI (definition of the project task, design of the technical protection system) Implementation of the technical protection system and expert supervision of the execution of works
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Complete railway network	Disposal of waste sleepers, track, bridge and scraper
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Complete railway network	FRMCS system with GSM-R compatibility
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Technical documentation	Preparation of technical documentation for modernisation and electrification of railway section R106, section Zabok – Krapina – Đurmanec – DG (state border), L=27 km



HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Technical documentation	Preparation of project documentation for modernisation and electrification of railway line L102, Savski Marof-Kumrovec-DG (state border), L= 38.5 km
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Technical documentation	Development and preparation of the main design of the Bibinje railway bypass
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Buildings in function of transport	Preparation of technical documentation (conceptual project, main design and detailed design) for the complete renovation of the Zagreb GK building
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Buildings in function of transport	Execution of the complete renovation of the building of the Zagreb Central Station
HŽI	M 5.1 Improvement of the Control-Command and Signalling System	IT	A new working timetable tool
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	Local railways	Preparation of technical documentation for reconstruction of line L103 on section Ozalj-Kamanje
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	Local railways	Track repair on the Daruvar-Pčelić section, 41.2 km long
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renewal of the existing track on the section Dugo Selo – Križevci (25.4 km), on the line DG (state border) – Botovo – Dugo Selo
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renewal of sections Donji Kraljevec-Kotoriba (11.6 km), Kotoriba-DG (state border) (3.8 km) and DG (state border) -Čakovec (8.4 km) on line M501 DG (state border)-Čakovec-Kotoriba-DG (state border)
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Modernisation and renewal of the Knin – Split SS devices
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Regional lines	Ensurance of Varaždin and Čakovec Stations with SS devices
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	Local railways	Ensurance of Osijek station and railways 1208 Vinkovci-Osijek, section Osijek – Laslovo-Korod with SS devices
HŽI	M 3.1. Energy renovation of locations managed and owned by public railway companies	Buildings in function of transport	Heating renovation project for facilities managed by HŽI
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	International railways	Remediation of tracks and switches in the station Kopanica – Beravci, Slavonski Šamac



HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Restoration of the unstable embankment "Tresetišće". Track DG (state border) – Čakovec – Kotoriba – DG (state border)
HŽI	M 3.1. Energy renovation of locations managed and owned by public railway companies M 3.3. Installation of infrastructure for the use of renewable and alternative energy sources	Buildings in function of transport	Energy renovation of buildings
HŽI	M 1.2. Improvement of the railway infrastructure maintenance system	Local railways	Railway remediation and remediation of tracks and switches in Pleternica and Čaglin stations
HŽI	M 2.2. Preparation and implementation of railway infrastructure renewal and modernisation programmes	International railways	Renovation of the Split Tunnel
HŽPP	TLC Zagreb – project documentation and construction		
HŽPP	Investments in service facility Centar Split		
HŽPP	6 Bi Mode trains (Zagreb-Split)		
HŽPP	4 battery powered trains (Split and Istria region)		
HŽPP	4 battery electric trains (Zagreb-Krapina, Zagreb-Bjelovar)		
HŽPP	Charging stations for battery trains – Lupoglav and Požega (Velika)		
HŽPP	2 trains (EBMV and BMV) and charging stations from NRRP - difference - insufficient funds to complete the project		
HŽPP	Upgrading stationary power connectors to alternative sources of energy		



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

A.2.1 Dispatch of information: designation of the person responsible

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

	Financial Contact	Technical Contact
Company	Ministry of Finance	Ministry of the Sea, Transport and Infrastructure
Contact person	Sector for European Union and International Financial Relations	Directorate for Railway Infrastructure and Transport
Title	not applicable	not applicable
Function / Department financial and technical	not applicable	not applicable
Address	Katančićeve 5, 10000 Zagreb, Republic of Croatia	Prisavlje 14, 10000 Zagreb, Republic of Croatia
Phone	+385 1 4591 258	+385 1 3784 504
Fax	+385 1 4922 598	+385 1 3784 591
Email	sectorifr@mfin.hr	uprava.zeljeznice@mmpi.hr

The above-mentioned contact person(s) is (are) the responsible contact(s) for the time being. The Borrower (acting through the Promoter) shall inform the EIB immediately in case of any change.

A.2.2. Information on specific subjects

The Borrower (acting through the Promoter) shall deliver to the Bank the following information at the latest by the deadline indicated below.

Document / information	Deadline
<i>Copy of the signed Project Agreement</i>	<i>Before first disbursement</i>
<i>Copy of Public Service Contract for HŽPP ending in 2028.</i>	<i>Before first rolling stock disbursement</i>
<i>Before the first allocations towards Project of HŽPP, the promoter shall confirm that there no outstanding state aid issues relating to the public service contract for the railway operator.</i>	<i>Before first allocations towards Project of HŽPP</i>
<i>Copy of tender notice for Public Service Contract following current contract ending in 2028.</i>	<i>At time of publication</i>
<i>Copy of contact award notice for Public Service Contract following current contract ending in 2028.</i>	<i>At time of publication</i>
<i>Overview of Project pipeline with updated costings and clearly marked additions and removals.</i>	<i>Annually, 1 October of each year</i>



A.2.3. Information on the Project's implementation

The Borrower (acting through the Promoter) 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, including: <ul style="list-style-type: none"> - A brief update on the Technical Description, explaining the reasons for significant changes vs. initial scope; - Update on the date of completion of each of the main Project's components, explaining reasons for any possible delay; - Update on the Project pipeline including but not limited to costs, dates for implementation, explaining reasons for variations; - A description of any major issue with impact on the environment and/or social impact for individual Projects or the Project pipeline overall; - Update of the procurement plans for the schemes to which the loan has been allocated; - Update on national railway usage for passenger and freight markets; - Any significant issue that has occurred and any significant risk that may affect the framework loan's operations; - Any significant issue that has occurred and any significant risk that may affect the framework loan's allocated or likely soon to be allocated; - Any legal action concerning the Project that may be on-going; - Non-confidential Project-related pictures, if available; - Any update in the Promoter's or the Project Companies' decarbonisation plan (including targets) or climate resilience plan since contract signature; - An updated Project pipeline including high Project description, anticipated cost and construction period. 	30 June of each year	Annually

A.2.4. Information on the end of works and first year of operation

The Borrower (acting through the Promoter) 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"> - A final Technical Description of the Project as completed, explaining the reasons for any significant change compared to the Technical Description in Schedule A.1; - European Vehicle Numbers of the rolling stock financed by the Bank; - The date of completion of each of the main Project's components, explaining reasons for any possible delay; - The final cost of the Project, explaining reasons for any possible cost variations vs. initial budgeted cost; - Update of the procurement plans for the schemes to which the loan has been allocated; - Employment effects of the Project: person-days required during implementation as well as permanent new jobs created; - A description of any major issue with impact on the environment or social impacts; - Update on the Project's demand or usage and comments; 	March 2034, 15 months after final year of implementation



- | | |
|---|--|
| <ul style="list-style-type: none">- <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 on-going;</i>- <i>Any update in the Promoter's or Project Companies' decarbonisation plan (including targets) or climate resilience plan since contract signature;</i>- <i>Non-confidential Project-related pictures, if available.</i> | |
|---|--|

Language of reports

All reports shall be delivered in English.



Schedule B

Definition of EURIBOR**EURIBOR**

"EURIBOR" means:

- (a) in respect of a relevant period of less than one month, the Screen Rate (as defined below) for a term of one month;
- (b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and
- (c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the rate is taken or from which the rates are interpolated being the "Representative Period").

For the purposes of paragraphs (a) to (c) above:

- (i) "**available**" means the rates, for given maturities, that are calculated and published by Global Rate Set Systems Ltd (GRSS), or such other service provider selected by the European Money Markets Institute (EMMI), or any successor to that function of EMMI, as determined by the Bank; and
- (ii) "**Screen Rate**" means the rate of interest for deposits in EUR for the relevant 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 2 (two) 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 Screen Rate is not so published, the Bank shall request the principal 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 2 (two) quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If no sufficient 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 2 (two) 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. The Bank shall inform the Borrower without delay of the quotations received by the Bank.

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

If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of EMMI (or any successor to that function of EMMI as determined by the Bank) in respect of EURIBOR, the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

If the Screen Rate becomes permanently unavailable, the EURIBOR replacement rate will be the rate (inclusive of any spreads or adjustments) formally recommended by (i) the working group on euro risk-free rates established by the European Central Bank (ECB), the Financial Services and Markets Authority (FSMA), the European Securities and Markets Authority (ESMA) and the European Commission, or (ii) the European Money Market Institute, as the



administrator of EURIBOR, or (iii) the competent authority responsible under Regulation (EU) 2016/1011 for supervising the European Money Market Institute, as the administrator of the EURIBOR, or (iv) the national competent authorities designated under Regulation (EU) 2016/1011, or (v) the European Central Bank.

If no Screen Rate and/or the EURIBOR replacement rate is available as provided above, EURIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

Schedule C³**Form of Disbursement Request (Article 1.2.B)**

Disbursement Request

FRAMEWORK LOAN FOR THE PROJECT "REVITALIZATION OF THE RAILWAY SYSTEM OF THE
REPUBLIC OF CROATIA"⁴

Date

Please proceed with the following disbursement:

Contract name	FRAMEWORK LOAN FOR THE PROJECT "REVITALIZATION OF THE RAILWAY SYSTEM OF THE REPUBLIC OF CROATIA"
Contract number	95.797
Preferred disbursement date	
Currency and Amount	

I N T E R E S T	Interest rate basis (Art. 3.1)	
	Rate (%) or Spread (basis points)	
	Frequency (Art. 3.1)	Annual <input type="checkbox"/> Semi-annual <input type="checkbox"/> Quarterly <input type="checkbox"/>
	Payment Dates (Art. 3.1)	
	Interest Revision/Conversion date (if any)	
C A P I T A L	Repayment frequency	Annual <input type="checkbox"/> Semi-annual <input type="checkbox"/> Quarterly <input type="checkbox"/>
	Repayment methodology (Art. 4.1)	Equal instalments <input type="checkbox"/> Constant annuities <input type="checkbox"/>

³ To be provided on paper bearing the Borrower's letterhead.

⁴ The EIB identification of the Project in Serapis is RAILWAY DEVELOPMENT FRAMEWORK LOAN CROATIA



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First Repayment Date

Last Repayment Date

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IMPORTANT NOTICE TO THE BORROWER:

PLEASE ENSURE THAT THE LIST OF AUTHORISED SIGNATORIES AND ACCOUNTS PROVIDED TO THE BANK HAS BEEN DULY UPDATED PRIOR TO THE SUBMISSION OF ANY DISBURSEMENT REQUEST. IN THE EVENT THAT ANY SIGNATORIES OR ACCOUNTS APPEARING IN THIS DISBURSEMENT REQUEST ARE NOT INCLUDED IN THE LATEST LIST OF AUTHORISED SIGNATORIES AND ACCOUNTS (AS DISBURSEMENT ACCOUNT) RECEIVED BY THE BANK, THIS DISBURSEMENT REQUEST SHALL BE REGARDED AS NOT HAVING BEEN MADE.

IN ADDITION, IF THIS IS THE FIRST DISBURSEMENT REQUEST UNDER THE FINANCE CONTRACT, THE CONDITIONS SET OUT IN ARTICLE 1.4.A OF THE FINANCE CONTRACT MUST HAVE BEEN MET TO THE SATISFACTION OF THE BANK PRIOR TO THE DATE HEREOF.

Disbursement Account (as defined in the Finance Contract) to be credited:

Disbursement Account N°:

Disbursement Account Holder/Beneficiary:

(please, provide IBAN format if the country is included in IBAN Registry published by SWIFT, otherwise an appropriate format in line with the local banking practice should be provided)

Bank name and address:

Bank identification code (BIC):

Payment details to be provided:

Please transmit information relevant to:

Name(s) of the Borrower's Authorised Signatory (as defined in the Finance Contract)

.....

Signatures of the Borrower's Authorised Signatory (as defined in the Finance Contract)

**Schedule D****Interest Rate Revision and Conversion**

If an Interest Revision/Conversion Date has been included in the Disbursement Notice for a Tranche, the following provisions shall apply.

A. Mechanics of Interest Revision/Conversion

Upon receiving an Interest Revision/Conversion Request the Bank shall, during the period commencing 60 (sixty) days and ending 30 (thirty) days before the Interest Revision/Conversion Date, deliver to the Borrower an Interest Revision/Conversion Proposal stating:

- (a) the Fixed Rate and/or Spread that would apply to the Tranche, or of its part indicated in the Interest Revision/Conversion Request pursuant to Article 3.1; and
- (b) that such rate shall apply until the Maturity Date or until a new Interest Revision/Conversion Date, if any, and that interest is payable quarterly, semi-annually or annually, in accordance with Article 3.1, in arrear on designated Payment Dates.

The Borrower may accept in writing an Interest Revision/Conversion Proposal by the deadline specified therein.

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

Fixed Rates and Spreads are available for periods of not less than 4 (four) years or, in the absence of a repayment of principal during that period, not less than 3 (three) years.

B. Effects of Interest Revision/Conversion

If the Borrower duly accepts in writing a Fixed Rate or a Spread in respect of an Interest Revision/Conversion Proposal, the Borrower shall pay accrued interest on the Interest Revision/Conversion Date and thereafter on the designated Payment Dates.

Prior to the Interest Revision/Conversion Date, the relevant provisions of this Contract and Disbursement Notice shall apply to the Tranche in its entirety. From and including the Interest Revision/Conversion Date onwards, the provisions contained in the Interest Revision/Conversion Proposal relating to the new Fixed Rate or Spread shall apply to the Tranche (or any part thereof, as indicated in the Interest Revision/Conversion Request) until the new Interest Revision/Conversion Date, if any, or until the Maturity Date.

C. Partial or no Interest Revision/Conversion

In case of a partial Interest Revision/Conversion, the Borrower will repay, without indemnity, on the Interest Revision/Conversion Date the part of the Tranche that is not covered by the Interest Revision/Conversion Request and which is therefore not subject to the Interest Revision/Conversion.

If the Borrower does not submit an Interest Revision/Conversion Request or does not accept in writing the Interest Revision/Conversion Proposal for the Tranche or if the Parties fail to effect an amendment requested by the Bank pursuant to paragraph A above, the Borrower shall repay the Tranche in full on the Interest Revision/Conversion Date, without indemnity.



Schedule E

Certificates to be provided by the Borrower**E.1 Form of Certificate from Borrower (Article 1.4.D)**

From: The Republic of Croatia
 To: European Investment Bank
 Date:
 Subject: Finance Contract between European Investment Bank and the Republic of Croatia dated [/] (the "**Finance Contract**")
 Contract Number 95.797 Operation Number 2022-0660

Dear Sirs,

We refer to the Finance Contract. Terms defined in the Finance Contract have the same meaning when used in this letter.

For the purposes of Article 1.4 of the Finance Contract we hereby certify to you as follows:

- (a) no Security of the type prohibited under Article 7.2 has been created or is in existence;
- (b) there has been no material change to any aspect of the Project or in respect of which we are obliged to report under Article 8.1, save as previously communicated by us;
- (c) no event or circumstance which constitutes or would with the passage of time or the giving of notice or the making of any determination under the Finance Contract (or any combination of the foregoing) constitute a Prepayment Event or an Event of Default has occurred and is continuing unremedied or unwaived;
- (d) we have sufficient funds available to ensure the timely completion and implementation of the Project in accordance with Schedule A;
- (e) no litigation, arbitration administrative proceedings or investigation is current or to our knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against us or any of the Project Companies any unsatisfied judgement or award;
- (f) the representations and warranties to be made or repeated by us under Article 6.10 are true in all material respects;
- (g) no Material Adverse Change has occurred, as compared with the situation at the date of the Finance Contract;
- (h) the most recent List of Authorised Signatories and Accounts provided to the Bank by the Borrower is up-to-date and the Bank may rely on the information set out therein.

We undertake to immediately notify the Bank if any the above fails to be true or correct as of the Disbursement Date for the proposed Tranche.

Yours faithfully,

For and on behalf of the Republic of Croatia



Annex I

Form of legal opinion from the Minister of Justice

To: European Investment Bank
 100, Boulevard Konrad Adenauer
 L-2950 Luxembourg
 Grand Duchy of Luxembourg
 For the attention of: Legal Department – Operations

From: Minister of Justice of the Republic of Croatia

Date:

Subject: Finance Contract between European Investment Bank and the Republic of Croatia dated [/] (the "**Finance Contract**")
 Contract Number 95.797 Operation Number 2022-0660

Dear Sirs,

I am giving this opinion pursuant to Article 1.4.B(b) of the Finance Contract (the "**Finance Contract**") for the FRAMEWORK LOAN FOR THE PROJECT "REVITALIZATION OF THE RAILWAY SYSTEM OF THE REPUBLIC OF CROATIA"⁵ in an amount of EUR 400,000,000 (four hundred million euros) made on [/] 2024 between the Republic of Croatia, represented by the Minister of Finance (the "**Borrower**") and the European Investment Bank (the "**Bank**").

All terms used herein and not otherwise defined shall have the same meaning as in the Finance Contract.

In my capacity as the Minister of Justice of the Republic of Croatia, I have examined an original of the Finance Contract and I have examined such laws, documents and other matters as I have deemed necessary or appropriate for the purpose of giving this opinion. Based upon the foregoing, I am of the opinion and state, respectively, that, in line with, *inter alia*, the Constitution of the Republic of Croatia and the Law on the Conclusion and Execution of Treaties:

1. Subject to the foregoing, I am of the opinion that the Finance Contract has been duly signed and delivered on behalf of the Borrower by the Minister of Finance, representing the Republic of Croatia in accordance with all applicable provisions, including but not limited to any law on public finances, currently in force;
2. No provision exists in the Republic of Croatia, which would make it necessary that the Finance Contract be filed, recorded or enrolled with any court or authority in order to ensure its legality, validity or enforceability, other than the publication of notice of the execution, delivery, ratification and performance of the Finance Contract, which has been completed;
3. No authorisation by any other authority is necessary in order to ensure the legality, validity or enforceability of the Finance Contract, other than the ratification of the Finance Contract by the Croatian Parliament, which has been performed;
4. The choice of the law of the Grand Duchy of Luxembourg as the law governing the Finance Contract is valid and enforceable;
5. Pursuant to Article 11.2 of the Finance Contract, the Court of Justice of the European

⁵ The EIB identification of the Project in Serapis is RAILWAY DEVELOPMENT FRAMEWORK LOAN CROATIA



Union shall have jurisdiction in connection with any claim or dispute between the Borrower and the Bank, and any judgement of such court pertaining to the Finance Contract may be enforced in the Republic of Croatia. The waiver of immunity under said Article 11.2 of the Finance Contract is a legally valid and binding obligation of the Borrower;

6. No taxes, duties, fees or other charges, including, without limitation, any registration or transfer tax, stamp duty or similar levy, imposed by the Borrower or any political subdivision or taxing authority thereof or therein are payable in connection with the execution and delivery of the Finance Contract, nor in connection with any payment to be made by the Borrower to the Bank pursuant to the same Finance Contract.

Based on the foregoing, I am of the opinion that all requirements currently applicable to the Borrower and/or governing the Finance Contract in relation to the laws of the Republic of Croatia have been complied with and that the Finance Contract constitutes valid and legal obligation of the Borrower enforceable in accordance with its terms.

Yours faithfully,

**Form A/B**

FRAMEWORK LOAN FOR THE PROJECT "REVITALIZATION OF THE RAILWAY SYSTEM OF THE REPUBLIC OF CROATIA"⁶

I. DIO – FORM A- PART 1**Obrazac A – Ocjena prihvatljivosti sukladno članku 6. stavak 3. nije bila potrebna**

**IZJAVA TIJELA NADLEŽNOG ZA PRAĆENJE STANJA
NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE⁷**

Nadležno tijelo:

nakon što je ispitalo prijedlog projekta⁸

koji će se izvoditi na području:

izjavljuje kako nije izgledno da će projekt imati značajan utjecaj na područje iz mreže NATURA 2000 iz sljedećih razloga:

Stoga se smatra kako ocjena prihvatljivosti propisana člankom 6. stavak 3. nije potrebna.

U prilogu je sadržan zemljovid u mjerilu 1:100.000 (ili najbližem mogućem mjerilu) koji prikazuje lokaciju projekta kao i zahvaćena područja iz mreže NATURA 2000, ako takva postoje.

Datum (dd/mm/gggg):

Potpis:

⁶ The EIB identification of the Project in Serapis is RAILWAY DEVELOPMENT FRAMEWORK LOAN CROATIA

⁷ Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima.

⁸ Uzimajući u obzir zahtjeve iz članka 6. stavak 3. Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore.



Ime i prezime:

Dužnost:

Organizacija:

(Tijelo nadležno za praćenje stanja na područjima iz mreže NATURA 2000)

Službeni pečat:



II. DIO – FORM A- PART 2

Obrazac A – Procjena utjecaja na područje NATURA 2000 – Nema rizika značajnog utjecaja

**IZJAVA TIJELA NADLEŽNOG ZA PRAĆENJE STANJA
NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE⁹**

Nadležno tijelo

nakon što je ispitalo prijedlog projekta¹⁰

koji će se izvoditi na

izjavljuje kako, slijedom ocjene prihvatljivosti propisane člankom 6. stavak 3. Direktive 92/43/EEZ, projekt neće imati značajnih utjecaja na područje od važnosti za zaštitu prirode¹.

Molimo vas da iznesete sažetak zaključaka ocjene prihvatljivosti obavljene sukladno članku 6. stavak 3. Direktive 92/43/EEZ:

Molimo vas da iznesete sažeti prikaz mjera ublažavanja neophodnih za potrebe projekta:

U prilogu je sadržan zemljovid u mjerilu 1:100.000 (ili najbližem mogućem mjerilu) koji prikazuje lokaciju projekta kao i područje od važnosti za zaštitu prirode.

Potpis:

Ime i prezime i dužnost:

⁹ Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima.

¹⁰ Uzimajući u obzir zahtjeve iz članka 6. stavak 3. Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore.



Organizacija (tijelo nadležno za praćenje stanja na područjima iz mreže NATURA 2000)

Službeni pečat:

Obrazac B – Rizik značajnog utjecaja – FORM B

PODACI TIJELA NADLEŽNOG ZA PRAĆENJE STANJA NA PODRUČJIMA OD VAŽNOSTI ZA ZAŠTITU PRIRODE¹¹

Nadležno tijelo

nakon što je ispitalo¹² prijedlog projekta.....

koji će se izvoditi na području.....

iznosi sljedeće podatke i dokumentaciju koja se Europskoj komisiji dostavlja (označiti odgovarajuće polje):

na uvid (čl. 6. st. 4.(1))

na davanje mišljenja (čl. 6. st. 4.(2))

Država članica:

Nadležno domaće tijelo:

Adresa:

Osoba za kontakte:

Tel., faks, e-pošta:

Datum:

Sadrži li obavijest osjetljive podatke? Ako sadrži, molimo da ih naznačite i obrazložite.

¹¹ Riječ je o područjima koja su zaštićena kao dio mreže Natura 2000 (uključujući posebna područja zaštite i područja posebne zaštite), potencijalnim područjima Natura 2000, područjima zaštićenim sukladno Ramsarskoj konvenciji, područjima važnim za ptice, područjima iz Smaragdne mreže i drugim područjima, već prema okolnostima.

¹² Uzimajući u obzir zahtjeve iz članka 6. stavak 4. Direktive 92/43/EEZ o očuvanju prirodnih staništa i divlje faune i flore.



1. PLAN ILI PROJEKT

Naziv plana/projekta:

Predlagatelj:

Sažetak plana ili projekta koji ima utjecaj na predmetno područje:

Opis i lokacija projektnih sastavnica i djelatnosti s potencijalnim učincima, uz točnu naznaku pogođenih područja (uključujući zemljovide):



2. OCJENA NEGATIVNIH UTJECAJA¹³

Naziv i oznaka pogođenog (pogođenih) područja iz mreže Natura 2000:

Molimo vas da označite odgovarajuće polje.

- područje posebne zaštite (**SPA**) prema Direktivi o pticama
- područje posebne zaštite/posebno područje zaštite (**SCI/SAC**) prema Direktivi o staništima
- područje na kojem se **nalazi** neko **prioritetno** stanište/vrsta
- pogođena** su **prioritetna** staništa/vrste
- močvarno područje od međunarodne važnosti, koje je kao takvo određeno sukladno **Ramsarskoj konvenciji** ili ispunjava uvjete za takvu zaštitu
- područje uvršteno u najnoviji popis **područja važnih za ptice** (IBA) ili (ako postoji) kakav istovrijedan iscrpniji znanstveni popis prihvaćen od domaćih nadležnih tijela
- područje na koje se primjenjuje **Bernska konvencija** o zaštiti europskih divljih vrsta i prirodnih staništa (čl. 4.), a osobito područje koje ispunjava kriterije **Smaragdne mreže**
- područja zaštićena domaćim propisima o zaštiti prirode

Ciljevi očuvanja područja i ključne značajke koje doprinose njegovoj cjelovitosti:

¹³ Napomena: Naglasak treba staviti na očekivane štetne utjecaje na staništa i vrste zbog kojih je predmetno područje predloženo za uvrštenje u mrežu Natura 2000. Potrebno je navesti sve podatke koji bi mogli biti bitni u svakom pojedinom slučaju, ovisno o utvrđenim posljedicama po zahvaćene vrste i staništa.



Staništa i vrste koje će biti pogođene štetnim posljedicama (npr. naznaka njihove reprezentativnosti i, ako je primjenjivo sukladno čl. 17., stanja njihove očuvanosti i stupnja izoliranosti te njihovih uloga i funkcija na predmetnom području).

Važnost područja za staništa i vrste koje će biti pogođene (npr. obrazloženje uloge predmetnog područja na državnoj razini i unutar biogeografske regije te u odnosu na cjelovitost mreže Natura 2000).

Opis očekivanih štetnih utjecaja (nestanak staništa/vrsta, pogoršanje stanja, uznemiravanje vrsta, izravni i neizravni učinci itd.), razmjera utjecaja (površina staništa i broj vrsta ili područja na kojima se one javljaju, a koja su pogođena projektom), važnosti i veličine (npr. razmatranje pogođene površine ili populacije u odnosu na ukupnu površinu ili populaciju na razini predmetnog područja i, možebitno, cijele zemlje) te lokacije (uključujući zemljovide).

Možebitne kumulativne i ine posljedice koje bi po svoj prilici mogle nastati uslijed provedbe plana ili projekta koji je predmet ocjene u sprezi s provedbom drugih planova ili projekata.

Mjere ublažavanja predviđene projektom (opis načina na koji će se iste provesti i na koji će se time izbjeći ili umanjiti nepovoljne posljedice po predmetno područje).

3. ZAMJENSKA RJEŠENJA

Naznaka i opis mogućih zamjenskih rješenja, uključujući mogućnost neprovođenja projekta, tj. "nultu" opciju (navesti kako su utvrđena, koji su postupci i metode korišteni itd.)



Ocjena zamjenskih rješenja koja su razmotrena i obrazloženje odabranog zamjenskog rješenja (razlozi zbog kojih su nadležna domaća tijela zaključila kako ne postoje nikakva zamjenska rješenja)



4. IMPERATIVNI RAZLOZI PRETEŽUĆEG JAVNOG INTERESA

Razlog za provedbu ovog plana ili projekta unatoč njegovim negativnim utjecajima:

- Imperativni razlozi pretežućeg javnog interesa, uključujući razloge društvene ili gospodarske naravi (u slučaju da nema prioritetnih staništa/vrsta)
- ljudsko zdravlje
- javna sigurnost
- korisne posljedice od prvenstvene važnosti za okoliš
- ostali imperativni razlozi pretežućeg javnog interesa

Opis i obrazloženje prevage tih razloga¹⁴:

¹⁴ Potrebna razina podrobnosti može se razlikovati ovisno o tome dostavlja li se obavijest na uvid ili radi dobivanja mišljenja.



5. KOMPENZACIJSKE MJERE¹⁵

Ciljevi, ciljna obilježja (staništa i vrste) i ekološki procesi/funkcije koje treba kompenzirati (razlozi, zašto su te mjere prikladne za kompenziranje negativnih utjecaja))

Obuhvat kompenzacijskih mjera (površina područja, brojnost populacije)

Naznaka i lokacija područja obuhvaćenih kompenzacijskim mjerama (uključujući zemljovide)

Dosadašnje stanje i uvjeti na područjima obuhvaćenim kompenzacijskim mjerama (postojeća staništa i njihovo stanje, vrsta zemljišta, namjena zemljišta itd.)

Očekivani rezultati i obrazloženje načina na koji će se predloženim mjerama kompenzirati štetni utjecaji na cjelovitost područja i omogućiti očuvanje cjelovitosti mreže Natura 2000

Vremenski raspored provedbe kompenzacijskih mjera (uključujući dugoročnu provedbu), uz naznaku rokova u kojima se očekuje ostvarivanje očekivanih rezultata

¹⁵ Potrebna razina detaljnosti može se razlikovati ovisno o tome dostavlja li se obavijest na uvid ili radi dobivanja mišljenja.



Metode i tehnike koje se predlažu za provedbu kompenzacijskih mjera i ocjena njihove izvodljivosti i moguće djelotvornosti

Troškovi i financiranje predloženih kompenzacijskih mjera

Odgovornost za provedbu kompenzacijskih mjera

Praćenje provedbe kompenzacijskih mjera gdje god je to predviđeno (npr. ako postoji neizvjesnost u pogledu djelotvornosti mjera), ocjena rezultata i poduzimanje daljnjih koraka