

# **Z A K O N**

## **O POTVRĐIVANJU UGOVORA O GARANCIJI IZMEĐU REPUBLIKE SRBIJE I EVROPSKE INVESTICIONE BANKE „GRAD BEOGRAD MOST NA SAVI/A, GRAD BEOGRAD MOST NA SAVI/B I PRILAZNI PUTEVI”**

### **Član 1.**

Potvrđuje se Ugovor o garanciji između Republike Srbije i Evropske investicione banke „Grad Beograd most na Savi/A, Grad Beograd most na Savi/B i prilazni putevi”, potpisan 25. januara 2012. godine u Beogradu.

### **Član 2.**

Tekst Ugovora o garanciji između Republike Srbije i Evropske investicione banke „Grad Beograd most na Savi/A, Grad Beograd most na Savi/B i prilazni putevi”, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

FI N° 25.348

FI N° 25.871

Serapis N°2009-0526

### **BELGRADE CITY SAVA BRIDGE / A BELGRADE CITY SAVA BRIDGE / B AND APPROACH ROADS**

Guarantee Agreement

*between the*

Republic of Serbia

*and the*

European Investment Bank

**Belgrade, 25. January 2012**

THIS AGREEMENT IS MADE BETWEEN :

the Republic of Serbia, represented by the State Secretary, Mr. Goran Radosavljevic, on behalf of the Government as the representative of the Republic of Serbia,

hereinafter also called the "**Guarantor**",

of the first part,

and

the European Investment Bank, having its seat in Luxembourg, represented by Mr. Dominique Courbin, Head of Division and by Mr. Alessandro Cagnato, Legal Counsel

hereinafter called the "**Bank**"

of the second part.

The Guarantor, the Bank (as defined below) are collectively referred to herein as the "**Parties**".

WHEREAS:

1. the following finance contracts between the European Investment Bank and the City of Belgrade (hereinafter called "**the Borrower**") have been entered into: (i) a finance contract entitled Belgrade City Sava Bridge / A and approach roads, FI N° 25.348, on 18 December 2009 by which contract the Bank has established a credit of EUR 70,000,000 (seventy million euros) in favour of the Borrower to be used for the construction of the new bridge over the river Sava and the approach roads to the bridge, in the city of Belgrade (the "**Tranche A Contract**"); and (ii) a finance contract entitled Belgrade City Sava Bridge / B and approach roads, FI N° 25.871, on 29 November 2010 by which contract the Bank has established a credit of EUR 90,000,000 (ninety million euros) in favour of the Borrower to be used for the implementation of the approach roads to the bridge, in the city of Belgrade (the "**Tranche B Contract**") and together with the Tranche A Contract, as amended from time to time, the "**Finance Contracts**", and each a "**Finance Contract**";;
2. the Guarantor intends to execute, deliver and continuously operate a first demand guarantee of performance by the Borrower of its financial obligations under the Finance Contracts (this guarantee hereinafter called the "**Guarantee Agreement**");
3. the financing of the Projects under the Finance Contracts is secured by the guarantee agreement entered into on 22 November 2011 by and between the European Union and the pursuant to Article 8 of the Decision No. 2011/1080/EU of the European Parliament and the Council of the European Union;
4. on 11 May 2009 the Republic of Serbia concluded with the Bank a Framework Agreement governing the Bank's activities in the territory of the Republic of Serbia (hereinafter called the "**Framework Agreement**"). The financing of the Projects falls within the scope of the Framework Agreement;
5. the execution of this Guarantee Agreement has been authorised by an Act of the Government of the Republic of Serbia dated 25 January 2012.

NOW THEREFORE it is hereby agreed as follows:

**ARTICLE 1**  
**Finance Contract**

The Guarantor declares that it is well acquainted with the terms, conditions and clauses of the Finance Contracts as amended, a conformed copy of which, signed by the parties thereto, has been delivered to it.

Terms defined in the Finance Contracts shall have the same meaning in this Guarantee Agreement.

**ARTICLE 2**  
**Guarantee**

The Guarantor, as primary obligor and not merely as surety, irrevocably and unconditionally guarantees on first demand entirely the full and punctual performance of all monetary obligations of the Borrower to the Bank under the Finance Contracts in respect of principal monies, interest without any limitation, commissions and all other charges, expenses and sums which may from time to time become due under or pursuant to any provision of the Finance Contracts (each amount so guaranteed hereinafter referred to as a "Guaranteed Sum").

**ARTICLE 3**  
**Enforcement of Guarantee**

- 3.01** Demand may be made hereunder as soon as the Borrower has not performed, whether on a Payment Date, upon demand for early repayment or otherwise, all or part of the obligations guaranteed pursuant to Article 2 of this Guarantee Agreement.
- 3.02** The Guarantor hereby waives irrevocably any objection or exception in law to the total or partial enforcement of this Guarantee Agreement. It undertakes to perform its obligations upon first written demand by the Bank whenever such demand is made and to pay the sums due without any limitation, retention or condition, without the Bank having to furnish any special evidence in support of its request other than the reason for the demand under this Guarantee Agreement. In particular, the Bank is not bound to prove that it has taken any action against the Borrower and it is not obliged, prior to the enforcement of this Guarantee Agreement, to realise securities or to enforce any other security that the Borrower or a third party may have constituted.
- 3.03** Any payment of a Guaranteed Sum by the Guarantor shall fall due three (3) Business Days after the date of the relevant demand and shall be made in the currency of that Guaranteed Sum and to the account specified in the demand.
- 3.04** In the event of the Bank making any demand hereunder, the Guarantor shall have the right to pay immediately to the Bank, in full and final settlement of its obligations under this Guarantee Agreement, the balance of the Loan outstanding for each Financial Contract at the date of such payment, interest accrued thereon until that date and any other Guaranteed Sum then payable by the Borrower, together with any indemnity which would have been payable pursuant to Article 4.02B of each Finance Contract if the Borrower would have voluntarily prepaid the balance of the relevant Loan on the date of the payment under this Article 3.04.
- 3.05** The guarantee under this Guarantee Agreement shall remain in force until all Guaranteed Sums have been fully and unconditionally paid or discharged.

**ARTICLE 4**  
**Subrogation**

When the Guarantor has made a payment to the Bank, it is subrogated, to the extent of such payment, to the rights and actions relating to the said payment that the Bank has against the Borrower; this right of subrogation shall not be invoked to the detriment of the Bank.

**ARTICLE 5**  
**Modification of the Finance Contracts**

- 5.01** The Bank may concur in any modification of any of the Finance Contracts that has the effect of improving or strengthening the position of the Bank vis-à-vis the Borrower without increasing the obligations of the Guarantor; any such modification shall be advised to the Guarantor.
- 5.02** The Bank may grant the Borrower an extension not exceeding three calendar months in respect of the due date of payment of any principal monies, interest or any other monies payable under any of the Finance Contracts; any such extension shall be advised to the Guarantor.
- 5.03** Any other modification of any of the Finance Contracts shall be conditional upon the prior written consent of the Guarantor, which shall not be withheld unless the Guarantor reasonably considers that its obligations thereunder would be materially increased or extended thereby.

**ARTICLE 6**  
**Guarantee of the European Community**

- 6.01** The guarantee hereby created is independent of any guarantees now or hereafter given to the Bank by the European Union ("EU"). The Guarantor hereby waives any right to contribution or indemnity from the EU.
- 6.02** If payment is made to the Bank by the EU on account of any Guaranteed Sum, the EU shall be subrogated to the rights of the Bank hereunder and the EU may recover from the Guarantor any amount outstanding under this Guarantee Agreement.

**ARTICLE 7**  
**Taxes, Charges and Expenses**

- 7.01** Taxes or fiscal charges, legal costs and other expenses that may be incurred in the implementation of this Guarantee Agreement shall be borne by the Guarantor. The Guarantor shall make payments hereunder without any withholding or deduction on account of tax or fiscal charges.

**ARTICLE 8**  
**Granting of Security**

Should the Guarantor grant to a third party any security for the performance of any Debt Instrument or any preference or priority in respect thereof, the Guarantor 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.

For the purpose of this Article, Debt Instrument means an (i) 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), (ii) an obligation evidenced by a

bond, debenture or similar written evidence of indebtedness and (iii) a guarantee of an obligation arising under a Debt Instrument of another subject.

**ARTICLE 9**  
**Information**

- A. So long as a Loan is outstanding, the Guarantor shall inform immediately the Bank with explicit reference to this Guarantee:
- (i) of any security, preference or priority of the type that would give the Bank the right to demand equivalent security, preference or priority under Article 7 of the Finance Contracts which has been created or is in existence; or
  - (ii) of any event mentioned in Article 10.01A (c), (d), (g), (j) or (k) of the Finance Contract.
- B. The Bank is not obliged to report to the Guarantor on the progress of the Projects, on the financial position of the Borrower or on any security provided.

**ARTICLE 10**  
**Law, Jurisdiction and Language**

- 10.01** This Guarantee Agreement shall be governed by the laws of the Grand Duchy of Luxembourg.
- 10.02** The place of performance of this Guarantee Agreement is the head office of the Bank.
- 10.03** Disputes arising out of this Guarantee Agreement shall be submitted to the to the Court of Justice of the European Communities.
- The parties to this Guarantee Agreement hereby waive any immunity from, or right to object to, the jurisdiction of that Court. A decision of the Court given pursuant to this Article 10.03 shall be conclusive and binding on the parties without restriction or reservation.
- 10.04** Any document and notice submitted to the Bank in accordance with the provisions of this Guarantee Agreement shall be made in the English language or shall be accompanied by a duly certified translation thereof in English.

**ARTICLE 11**  
**Final Provisions**

- 11.01** Notices and other communications given hereunder shall be in writing and shall be sent to the relevant address set out below or to such other address as the addressee shall have previously notified in writing as its new address for such purpose:
- for the Guarantor: Ministry of Finance  
Kneza Milosa, 20  
11000 Belgrade  
Republic of Serbia
  - for the Bank: Attention: Operations Department (Ops A)  
100 boulevard Konrad Adenauer  
L-2950 Luxembourg  
Facsimile no: +352 4377 04

**11.02** The Recitals form part of this Guarantee Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Guarantee Agreement to be executed on their behalf in four (4) originals in the English language. Each page hereof has been initialled for the Guarantor and for the Bank.

Belgrade, 25 January 2012

Signed for and on behalf of the  
**REPUBLIC OF SERBIA**

Signed for and on behalf of the  
**EUROPEAN INVESTMENT BANK**

The State Secretary

The Head of Division

The Legal Counsel

Goran RADOSAVLJEVIC

Dominique COURBIN

Alessandro CAGNATO

FI no. 25.348

FI no. 25.871

SERAPIS no. 2009-0526

**GRAD BEOGRAD MOST NA SAVI/A  
GRAD BEOGRAD MOST NA SAVI/B  
i prilazni putevi**

**Ugovor o garanciji**

**između**

**Republike Srbije**

**i**

**Evropske investicione banke**

**Beograd, 25. januar 2012. godine**



OVAJ UGOVOR ZAKLJUČUJU:

Republika Srbija, koju zastupa državni sekretar u Ministarstvu finansija, Goran Radosavljević, u ime Vlade kao zastupnika Republike Srbije,

u daljem tekstu: Garant,

kao prva ugovorna strana,

i

Evropska investiciona banka, sa sedištem u Luksemburgu, koju predstavljaju Dominique Courbin, Head of Division i Alessandro Cagnato, Legal Counsel,

u daljem tekstu: Banka

kao druga ugovorna strana.

Garant i Banka (kao što su dalje u tekstu određeni) se ovde skupno određuju kao „Strane”

IMAJUĆI U VIDU:

1. da su sledeći ugovori o finansiranju zaključeni između Evropske investicione banke i grada Beograda (u daljem tekstu: Zajmoprimac): (i) Ugovor o finansiranju pod nazivom Grad Beograd most na Savi/ A i prilazni putevi, broj: FI no. 25.348, na dan 18. decembar 2009. godine, kojim je Banka odobrila kredit u iznosu od 70,000,000 EUR (sedamdeset miliona evra) u korist Zajmoprimca u cilju izgradnje novog mosta preko reke Save i prilaznih saobraćajnica, u gradu Beogradu (u daljem tekstu: Ugovor o Tranši A); i (ii) Ugovor o finansiranju pod nazivom Grad Beograd most na Savi/B i prilazni putevi, broj: FI no. 25.871, na dan 29. novembar 2010. godine, kojim je Banka odobrila kredit u iznosu od 90,000,000 EUR (devedeset miliona evra) u korist Zajmoprimca u cilju izgradnje prilaznih saobraćajnica, u gradu Beogradu (u daljem tekstu: Ugovor o Tranši B, i zajedno sa Ugovorom o Tranši A u daljem tekstu: Ugovori o finansiranju, i pojedinačno: Ugovor o finansiranju);
2. da Garant namerava da zaključi, dostavi i izvršava garanciju na prvi poziv za izvršavanje finansijskih obaveza Zajmoprimca po Ugovorima o finansiranju (ova garancija je u daljem tekstu: Ugovor o garanciji);
3. da je finansiranje Projekta iz Ugovora o finansiranju obezbeđeno ugovorom o garanciji zaključenim 22. novembra 2011. godine između Evropske unije, na osnovu člana 8. odluke br. 2011/1080/EU Evropskog parlamenta i Saveta Evropske unije;
4. da je dana 11. maja 2009. godine Republika Srbija sa Bankom zaključila Okvirni sporazum kojim se uređuju aktivnosti Banke na teritoriji Republike Srbije (u daljem tekstu: Okvirni sporazum). Finansiranje Projekata spada u delokrug Okvirnog sporazuma;
5. da je zaključivanje ovog ugovora o garanciji odobreno aktom Vlade Republike Srbije, od 25. januara 2012. godine.

SHODNO GORE NAVEDENOM usaglašeno je sledeće:

## **Član 1.**

### **Ugovor o finansiranju**

- 1.01 Garant izjavljuje da je dobro upoznat sa uslovima i odredbama Ugovora o finansiranju i njihovim izmenama, i da su mu dostavljene verne kopije potpisanih ugovora.

Pojmovi koji su definisani u Ugovorima o finansiranju imaju isto značenje u ovom ugovoru.

## **Član 2.**

### **Garancija**

- 2.01 Garant, u svojstvu primarnog dužnika, a ne samo u svojstvu jemca, neopozivo i bezuslovno i na prvi poziv garantuje potpuno i blagovremeno izvršenje svih novčanih obaveza Zajmoprimca prema Banci shodno Ugovorima o finansiranju po osnovu glavnice, kamate bez bilo kakvog ograničenja, provizije i drugih troškova i iznosa koji mogu dospeti na plaćanje u skladu sa bilo kojom odredbom Ugovora o finansiranju (svaki iznos koji se ovim putem garantuje u daljem tekstu se naziva: Garantovani iznos).

## **Član 3.**

### **Izvršenje garancije**

- 3.01 U skladu sa ovim ugovorom, zahtev za aktiviranje garancije može se uputiti neposredno nakon što Zajmoprimac, bilo na dan plaćanja, bilo po zahtevu za pre vremenu otplatu ili na neki drugi datum, ne izvrši obaveze koje su garantovane članom 2. ovog ugovora, bilo u celosti ili delimično.
- 3.02 Garant se ovim putem neopozivo odriče prava na bilo kakav prigovor ili izuzeće u zakonu u vezi sa celokupnim ili delimičnim sprovođenjem Ugovora o garanciji. Garant se obavezuje da će izmiriti svoje obaveze odmah nakon dobijanja prvog pisanog zahteva Banke i da će platiti dospele iznose bez ikakvih ograničenja, zadržavanja ili uslovljavanja, i bez nametanja obaveze Banci da uz svoj pisani zahtev priloži neke posebne dokaze osim onog kojim se obrazlaže razlog za podnošenje zahteva u skladu sa ovim ugovorom. Pre svega, Banka nije dužna da podnese dokaze o tome da je preduzela bilo kakve mere protiv Zajmoprimca i nema obavezu da, pre izvršenja ovog ugovora o garanciji, aktivira bilo koji instrument obezbeđenja koji je ponudio Zajmoprimac ili neka treća strana.
- 3.03 Svaki Garantovani iznos dospeće na plaćanje Garantu u roku od tri radna dana nakon datuma relevantnog zahteva i plaćanje se mora izvršiti u valuti Garantovanog iznosa i na račun naveden u zahtevu.
- 3.04 U slučaju da Banka podnese zahtev u skladu sa ovim ugovorom, Garant će imati pravo da neposredno nakon toga plati Banci, kao potpuno i konačno izmirenje svojih obaveza iz ovog ugovora, iznos Zajma za svaki Finansijski ugovor koji je na dan pomenutog plaćanja ostao neotplaćen, zajedno sa kamatom koja je prirasla do tog dana i svakim drugim Garantovanim iznosom koji je Zajmoprimac dužan da plati na taj dan, uz plaćanje i bilo kog obeštećenja koje je plativo u skladu sa članom 4.02 B. po svakom Ugovoru o finansiranju u slučaju da Zajmoprimac svojevolejno pre vremenu otplati preostali iznos Zajma na dan plaćanja iz ovog člana 3.04.

- 3.05 Garancija iz ovog ugovora ostaće na snazi sve dok svi Garantovani iznosi ne budu u potpunosti i bezuslovno plaćeni ili izmireni.

#### **Član 4.**

##### **Subrogacija**

- 4.01 Kada Garant izvrši plaćanje prema Banci on ima pravo na subrogaciju, do iznosa tog plaćanja, na prava i mere koje se odnose na pomenuto plaćanje, a koje Banka ima protiv Zajmoprimca. Ovo pravo na subrogaciju neće se ostvarivati na štetu Banke.

#### **Član 5.**

##### **Izmene Ugovora o finansiranju**

- 5.01 Banka može odobriti izmene Ugovora o finansiranju koje utiču na poboljšanje ili jačanje pozicije Banke u odnosu na Zajmoprimca bez uvećavanja obaveza Garanta, koji će biti obavešten o svakoj takvoj izmeni.
- 5.02 Uoči svakog datuma dospeća bilo kog Garantovanog iznosa, Banka može odobriti Garantu produženje roka do tri meseca. Garant će biti obavešten o svakom pomenutom produženju roka.
- 5.03 Bilo koja druga izmena Ugovora o finansiranju, biće uslovljena prethodnom pisanom saglasnosti Garanta, koja neće biti uskraćena osim ako Garant razumno smatra da se takvim izmenama njegove obaveze značajno uvećavaju.

#### **Član 6.**

##### **Garancija Evropske zajednice**

- 6.01 Garancija koja se ovim putem daje nezavisna je od bilo kakve garancije koju sada ili u budućnosti Banka može da dobije od Evropske unije (u daljem tekstu: EU). Garant se ovim putem odriče svakog prava na uplatu ili obeštećenje od EU.
- 6.02 Ukoliko EU izvrši plaćanje prema Banci na ime bilo kog Garantovanog iznosa, EU će imati pravo na subrogaciju u skladu sa pravima Banke iz ovog ugovora i može tražiti povraćaj od Garanta u visini iznosa koji ostane neizmiren u skladu sa ovim ugovorom.

#### **Član 7.**

##### **Porezi, naknade i troškovi**

- 7.01 Poreze ili fiskalne naknade, zakonske troškove i druge izdatke koji mogu nastati u toku sprovođenja ovog ugovora snosiće Garant. Garant će izvršavati ovde predviđena plaćanja bez ikakvih umanjenja ili zadržavanja po osnovu poreza ili fiskalnih naknada.

#### **Član 8.**

##### **Obezbeđenje**

Ukoliko Garant da trećoj strani bilo koji vid obezbeđenja za realizaciju bilo kog Instrumenta zaduženja, odnosno da prednost ili prioritet, Garant će, ukoliko to

Banka zatraži, obezbediti Banci ekvivalentno obezbeđenje za ispunjenje svojih obaveza iz ovog ugovora ili joj dati ekvivalentnu prednost ili prioritet.

U smislu ovog člana, Instrument zaduženja znači (i) instrument, uključujući i svaku priznaticu ili izvod sa računa koji dokazuje ili predstavlja obavezu da se otplati zajam, depozit, avans ili sličan vid kredita (uključujući bez ograničenja i svako davanje kredita po osnovu sporazuma o refinansiranju ili reprogramu), (ii) obavezu na osnovu obveznice, dužničke hartije od vrednosti ili sličnog pisanog dokaza o zaduženju i (iii) garanciju obaveze koja proističe iz Instrumenta zaduženja, pod uslovom da je u svakom od slučajeva obaveza regulisana zakonskim sistemom koji nije zakon Zajmoprimca.

## **Član 9.**

### **Informacije**

- A. Sve dok je Zajam neotplaćen, Garant će bez odlaganja obavestiti Banku uz eksplicitno upućivanje na ovu garanciju o:
- (i) bilo kom obezbeđenju, odnosno prednosti ili prioritetu, koje je ustanovljeno ili postoji, i koje Banci daje pravo da zahteva da se u njenu korist ustanovi ekvivalentno obezbeđenje, prednost ili prioritet shodno odredbama člana 7. Ugovora o finansiranju;
  - (ii) bilo kom događaju koji je naveden u članu 10.01A (c), (d), (g), (j) ili (k) Ugovora o finansiranju.
- B. Banka nije obavezna da podnosi izveštaje Garantu o napredovanju Projekta, finansijskoj poziciji Zajmoprimca ili bilo kom ustanovljenom sredstvu obezbeđenja.

## **Član 10.**

### **Zakon, nadležnost i jezik**

- 10.01 Ovaj ugovor spada u nadležnost zakona Velikog vojvodstva Luksemburg.
- 10.02 Mesto izvršenja ovog ugovora o garanciji biće sedište Banke.
- 10.03 Sporovi koji proisteknu iz ovog ugovora o garanciji biće prosleđeni Sudu pravde Evropske zajednice.
- Strane ovog ugovora o garanciji odriču se bilo kakvog imuniteta ili prava na prigovor prema nadležnosti pomenutog suda. Odluka Suda koja bude doneta u skladu sa članom 10.03 ovog ugovora biće konačna i obavezujuća za strane bez restrikcija ili ograničenja.
- 10.04 Sva dokumenta ili obaveštenja koja budu podneta Banci shodno odredbama ovog ugovora moraju biti sačinjena na engleskom jeziku ili uz njih mora biti priložen zvaničan i propisno overen prevod na engleski jezik.

## **Član 11.**

### **Završne odredbe**

- 11.01 Svako obaveštenje i druga prepiska koja se bude vodila u skladu sa ovim ugovorom mora biti u pisanoj formi i poslata na adresu navedenu dole ili na adresu koju primalac prethodno navede u pisanom obaveštenju kao svoju novu adresu za ovu namenu.

– za Garanta:

Ministarstvo finansija

Kneza Miloša 20  
11000 Beograd  
Republika Srbija

– za Banku:

Boulevard Konrad Adenauer 100  
L-2950 Luxembourg.

11.02 Tačke Preambule čine sastavni deo ovog ugovora.

POTVRĐUJUĆI NAVEDENO dole potpisani su saglasni da se ovaj ugovor sačini u četiri (4) originalna primerka na engleskom jeziku. Svaka strana ovog ugovora o garanciji je parafirana od strane Garanta i Banke.

Beograd, 25. januar 2012. godine

U ime i za račun  
REPUBLIKE SRBIJE

državni sekretar  
Goran Radosavljević, s.r.

U ime i za račun  
EVROPSKE INVESTICIONE BANKE

The Head of Division      The Legal Counsel  
Dominique Courbin, s.r.      Alessandro Cagnato, s.r.

**Član 3.**

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