

ZAKON

O POTVRĐIVANJU SPORAZUMA O IZMENAMA I DOPUNAMA SPORAZUMA O ZAJMU IZMEĐU VLADE REPUBLIKE SRBIJE KAO ZAJMOPRIMCA I VLADE REPUBLIKE AZERBEJDŽAN KAO ZAJMODAVCA ZA FINANSIRANJE IZGRADNJE DEONICA LJIG - BOLJKOVCI, BOLJKOVCI - TAKOVO I TAKOVO - PRELJINA AUTOPUTA E-763 U REPUBLICI SRBIJI OD 2. FEBRUARA 2012. GODINE

Član 1.

Potvrđuje se Sporazum o izmenama i dopunama Sporazuma o zajmu između Vlade Republike Srbije kao zajmoprimca i Vlade Republike Azerbejdžan kao zajmodavca za finansiranje izgradnje deonica Ljig - Boljkovci, Boljkovci - Takovo i Takovo - Preljina autoputa E-763 u Republici Srbiji od 2. februara 2012. godine, zaključen 22. septembra 2016. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma o izmenama i dopunama Sporazuma o zajmu između Vlade Republike Srbije kao zajmoprimca i Vlade Republike Azerbejdžan kao zajmodavca za finansiranje izgradnje deonica Ljig - Boljkovci, Boljkovci - Takovo i Takovo - Preljina autoputa E-763 u Republici Srbiji od 2. februara 2012. godine, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

AMENDMENT AGREEMENT

relating to

LOAN AGREEMENT

Between

**THE GOVERNMENT OF THE REPUBLIC OF SERBIA
as BORROWER**

and

**THE GOVERNMENT OF THE REPUBLIC OF AZERBAIJAN
as LENDER**

**FOR THE FINANCING OF CONSTRUCTION OF THE SECTIONS LJIG –
BOLJKOVCI, BOLJKOVCI - TAKOVO AND TAKOVO – PRELJINA OF E-763
HIGHWAY IN THE REPUBLIC OF SERBIA DATED 2 FEBRUARY 2012**

DATED 22 September 2016

THIS AMENDMENT AGREEMENT (the “**Agreement**”) is dated September 22, 2016, will become effective on the Amendment Effective Date (as defined in Clause 1.1 (*Definitions*)) and is entered into between:

- (1) **THE GOVERNMENT OF THE REPUBLIC OF SERBIA**, as a representative of the Republic of Serbia (the “**Borrower**”); and
- (2) **THE GOVERNMENT OF THE REPUBLIC OF AZERBAIJAN**, acting through its Ministry of Economy (the “**Lender**”)

WHEREAS,

- A The Borrower and the Lender have entered into a EUR 300,000,000 loan agreement for financing of the construction of the sections Ljig – Boljkovci, Boljkovci - Takovo and Takovo – Preljina of the E-763 highway in the Republic of Serbia, dated 2 February 2012 (the “**Loan Agreement**”) that was at the time of execution duly envisaged in Article 3.B.V.1 of the Law on Budget of the Republic of Serbia for 2012 (“Official Gazette of the Republic of Serbia”, nos. 101/2011 and 93/2012) and the Borrower keeps appropriate budget allocation in each fiscal year for repayment of the Loan Agreement;
- B The Availability Period under the Loan Agreement expired on May 4, 2016. By the letters dated 21 April, 2016 05 No: 48-3672/2016, 5 May, 2016 and 24 May, 2016 No: 401-458-1/2016-001 it has been requested by the Republic of Serbia that the Lender extends the Availability Period under the Loan Agreement until May 4, 2017 in order to bring the Project to its completion and to continue full compliance and adherence to the contractual obligations set under the Construction Contract;
- C The Parties have agreed to extend the availability period under the Loan Agreement as set out in this Agreement

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Loan Agreement, as in effect on the date of this Agreement, shall have the same meanings in this Agreement. In addition, in this Agreement:

Amendment Effective Date means the date of the Lender's confirmations given pursuant to paragraph 2 of Clause 2.

1.2 Interpretation

The principles of interpretation set out in clause 1.2 (*Interpretation*) of the Loan Agreement shall apply to this Agreement, insofar as they are relevant to it, as they apply to the Loan Agreement.

1.3 Third party rights

The provisions of clause 1.3 (*Third party rights*) of the Loan Agreement shall apply to this Agreement as they apply to the Loan Agreement.

2 Conditions precedent

The Borrower will procure that the Lender receives each of the documents related to the conditions precedent listed in Schedule 1 (*Conditions precedent*).

Provided that no Event of Default has occurred and is continuing, as soon as reasonably practical following satisfactory (both in form and substance) receipt of the items listed in Schedule 1 (*Conditions precedent*) and occurrence of an event listed in paragraph 2 of Schedule 1 (*Conditions precedent*) the Lender shall confirm such receipt and occurrence to the Borrower.

3 Amendment

Each Party:

- (a) agrees that with effect from the Amendment Effective Date, the Loan Agreement shall be amended as set out in Schedule 2 (*Amendment to the Loan Agreement*);
- (b) consents and agrees to the amendments referred to in Clause 3(a).

4 Finance Documents

The Borrower confirms that, with effect from the Amendment Effective Date, the Loan Agreement as amended by this Agreement, and other Finance Documents remain in full force and effect.

This Agreement is a Finance Document.

5 Representations and warranties

5.1 The Borrower

5.1.1 The Borrower confirms to the Lender that on the date hereof and on the Amendment Effective Date the representations and warranties which are deemed to be repeated pursuant to clause 10.2 of the Loan Agreement:

- (a) are true and accurate in all respects;
- (b) would also be true if references to the Loan Agreement are construed as references to the Loan Agreement as amended by this Agreement

in each case, when applied to the circumstances existing at the date hereof and on the Amendment Effective Date.

5.1.2 The Borrower represents and warrants to and for the benefit of the Lender that as the date hereof and on the Amendment Effective Date:

- (a) the Borrower has full legal power and authority to execute, deliver and perform this Agreement and all other documents required or permitted to be executed and delivered by it in connection with this Agreement and has obtained from the relevant Authorities all necessary Authorisations for the above purpose;
- (b) all acts, conditions and things required to be done, fulfilled and performed in order (i) to enable it lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Agreement, (ii) to ensure that the obligations expressed to be assumed by it in the this Agreement are legal, valid, binding and enforceable have been done, fulfilled and performed;
- (c) the obligations expressed to be assumed by the Borrower in this Agreement are legal and valid obligations binding on it and enforceable in accordance with their respective terms;

- (d) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not and will not conflict with:
 - (i) the Constitution of the Republic of Serbia;
 - (ii) any other law, statute, rule or regulation applicable to it;
 - (iii) any judgment, decree, tribunal decision, order or permit applicable to the Borrower or to which the Borrower is subject; or
 - (iv) any agreement or treaty to which it is a party or any other instrument binding upon it or any of its assets.
- (e) no provision in this Agreement is contrary to public policy in the Republic of Serbia;
- (f) the execution of this Agreement and the exercise of the Borrower's rights and performance of its obligations under this Agreement will not result in the existence of nor oblige the Borrower to create any encumbrance over all or any of its present or future revenues or assets and will not conflict with any agreement; arrangement or instrument binding upon it or any of its present or future revenues or assets;
- (g) each of the officers executing this Agreement on behalf of the Borrower is at the time of such execution duly and properly in office and fully authorised to execute this Agreement, and any other document required or issued in connection with the Agreement has been executed by duly and properly in office and fully authorised officers thereof;
- (h) the choice of English law as the governing law of this Agreement will be valid, binding and recognized and enforced in the Republic of Serbia;
- (i) submission to arbitration as provided in Clause 20 (Arbitration and Applicable Law) of the Loan Agreement in relation to this Agreement will be recognised and enforced in the Republic of Serbia;
- (j) any arbitral award in an arbitral proceeding as provided in Clause 20 (Arbitration and Applicable Law) of the Loan Agreement in relation to this Agreement will be recognized and enforced in the Republic of Serbia without re-examination of its merits;
- (k) this Agreement constitutes an amendment to the "international agreement" (*međunarodni ugovor*) under the Constitution of the Republic of Serbia and relevant Serbian laws (including, inter alia, the Law on the Conclusion and Execution of International Agreements ("Official Gazette of the Republic of Serbia", no. 32/2013)) and as such it is entered into by the Republic of Serbia pursuant to the authority granted thereto by (inter alia) Article 94 and Article 97 of the Constitution of the Republic of Serbia;
- (l) the Borrower is subject to civil law with respect to its obligations under this Agreement and is not entitled to claim immunity in connection therewith for itself or any of its assets.
- (m) under the law of the Republic of Serbia it is not necessary that this Agreement be filed, recorded or enrolled with any court or other Authority in that jurisdiction or that any stamp, registration or similar Tax be paid on or in relation to this Agreement or the transactions contemplated by this Agreement, except for (i) inscription of the relevant data on this Agreement in the public debt records kept by the Public Debt Administration of the Ministry of Finance of the Republic of Serbia and (ii)

reporting this Agreement (and amendments/termination thereof and realisations thereunder) with the National Bank of Serbia;

- (n) no Potential Event of Default and no Event of Default has occurred or is continuing or will result from the execution of, or the performance of any transaction contemplated by, this Agreement;
- (o) any factual information provided by the Borrower to the Lender in connection with this Agreement in writing prior to the date hereof was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated, does not omit material facts and all reasonable inquiries have been made by the Borrower to verify the facts contained therein;
- (p) nothing has occurred or been omitted from the information provided to the Lender in connection with this Agreement and no information has been given or withheld that results in the information provided to the Lender in writing prior to the date hereof being untrue or misleading in any material respect;
- (q) no litigation, arbitration or administrative proceedings or investigations of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect or question the legality, validity or binding effect of this Agreement, have been started or threatened against it or any of its political subdivisions or agencies;
- (r) the entry into this Agreement by the Borrower will not violate any Sanctions; and
- (s) the Borrower has duly waived any immunity from jurisdiction, execution or enforcement which it enjoys at present or may enjoy and in any proceedings taken in relation to this Agreement, it will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process, except for the assets of the Borrower designated for diplomatic purposes.

5.1.3 The Borrower acknowledges that the Lender entered into this Agreement in reliance on the representations and warranties made by the Borrower in Clauses 5.1.1 and 5.1.2.

The provisions of clauses 15 (*Notices*), 18.9 (*Counterparts*), 20 (*Arbitration and Applicable Law*) of the Loan Agreement shall apply to this Agreement as they apply to the Loan Agreement.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1 – Conditions precedent

1. The Lender has received each of the documents indicated below, each satisfactory to it in terms of both form and substance:
 - 1.1 three (3) originals of this Agreement, duly signed by the authorised representatives of all parties to this Agreement;
 - 1.2 a Certified Copy of a decision of the Government of the Republic of Serbia and/or any other instrument duly executed by the relevant Authority of the Republic of Serbia that expressly authorises the Minister of Finance of the Republic of Serbia or any other person on behalf of the Republic of Serbia, to execute this Agreement;
 - 1.3 evidence of the enactment by the National Assembly of the Republic of Serbia of the law approving and ratifying this Agreement as amendment to “international agreement” (*međunarodni ugovor*) (together with evidence of such law being proclaimed by the President of the Republic of Serbia) and published in the Official Gazette of the Republic of Serbia;
 - 1.4 a Certified Copy of evidence of the reporting of the Agreement with the National Bank of Serbia;
 - 1.5 a Certified Copy of evidence of inscription of the relevant data on this Agreement in the public debt records kept by the Public Debt Administration of the Ministry of Finance of the Republic of Serbia;
 - 1.6 the legal opinion in English, addressed to the Lender, from the Ministry of Justice of the Republic of Serbia regarding this Agreement, in the form and substance acceptable to the Lender;
 - 1.7 the legal opinion of Ortačko advokatsko društvo Moravčević, Vojnović & Partneri Beograd, Serbian counsel to the Lender, as to matters of Serbian law in relation to this Agreement, in substance and form satisfactory to the Lender;
 - 1.8 Certified Copies of all Authorisations issued and required by the relevant Authorities in the Republic of Serbia in connection with the execution, delivery, performance, validity or enforceability of the Agreement or any document to be delivered under or in relation to the Agreement;
 - 1.9 any other Authorisation or other document, opinion or assurance which the Lender reasonably considers to be necessary or desirable in connection with the entry into this Agreement or for the validity and enforceability of the Agreement;
2. Receipt of the last notification by which the Parties inform each other that their respective internal procedures necessary for its entry into force of the Agreement have been completed.

Schedule 2 – Amendment to the Loan Agreement

1. In clause 1.1 (*Definitions*) the following definition shall be amended as follows:

"Availability Period" means, a period not exceeding 72 months from the Effective Date of the Loan Agreement.

Execution page

For the Government of the Republic of
Serbia:

For the Government of the Republic of
Azerbaijan:

By:

By:

Name: Dušan Vujović

Name: Shahin Mustafayev

Title: Minister of the Finance of the
Republic of Serbia

Title: Minister of the Economy of the
Republic of Azerbaijan

SPORAZUM O IZMENAMA I DOPUNAMA

SPORAZUMA O ZAJMU

između

**VLADE REPUBLIKE SRBIJE
kao ZAJMOPRIMCA**

i

**VLADE REPUBLIKE AZERBEJDŽAN
kao ZAJMODAVCA**

**ZA FINANSIRANJE IZGRADNJE DEONICA
LJIG - BOLJKOVCI, BOLJKOVCI - TAKOVO I TAKOVO - PRELJINA
AUTOPUTA E - 763 U REPUBLICI SRBIJI OD 2. FEBRUARA
2012. GODINE**

DATUM 22. septembar 2016. godine

OVAJ SPORAZUM O IZMENAMA I DOPUNAMA SPORAZUMA O ZAJMU („**Sporazum**“) od 22. septembra 2016. godine, postaje efektivan na Datum stupanja na snagu izmena i dopuna (kao što je definisano u klauzuli 1.1 (*Definicije*)) i zaključuje se između:

VLADE REPUBLIKE SRBIJE, kao zastupnika Republike Srbije („**Zajmoprimac**“);

i

VLADE REPUBLIKE AZERBEJDŽAN, koja postupa preko svog Ministarstva ekonomije („**Zajmodavac**“)

S OBZIROM DA,

- A su Zajmoprimac i Zajmodavac zaključili Sporazum o zajmu od 300.000.000 evra za finansiranje izgradnje deonice Ljig - Boljkovci, Boljkovci - Takovo i Takovo - Preljina autoputa E-763 u Republici Srbiji, od 2. februara 2012. godine („**Sporazum o zajmu**“) koji je u vreme zaključivanja bio propisno predviđen u članu 3.B.V.1 Zakona o budžetu Republike Srbije za 2012. godinu („Službeni glasnik RS“, br. 101/11 i 93/12) i da Zajmoprimac opredeli odgovarajuću budžetsku alokaciju u svakoj fiskalnoj godini za otplatu Sporazuma o zajmu;
- B je Period raspoloživosti po Sporazumu o zajmu istekao 4. maja 2016. godine. Pismima od 21. aprila 2016. godine 05 Broj: 48-3672/2016, od 5. maja 2016. godine i od 24. maja 2016. godine Broj: 401-458-1/2016-001, zatraženo je od strane Republike Srbije da Zajmodavac produži Period raspoloživosti po Sporazumu o zajmu do 4. maja 2017. godine, kako bi se obezbedili završetak Projekta, usklađenost i potpuno ispunjenje ugovornih obaveza, utvrđenih Ugovorom o izgradnji;
- V su se Strane složile da produže period raspoloživosti iz Sporazuma o zajmu, kao što je definisano u ovom sporazumu.

STOGA JE DOGOVORENO SLEDEĆE:

1 Definicije i tumačenja

1.1 Definicije

Reči i izrazi definisani u Sporazumu o zajmu, važiće na datum ovog sporazuma, i imaju isto značenje u ovom sporazumu. Pored toga, u ovom sporazumu:

Datum stupanja na snagu izmena i dopuna označava datum potvrde Zajmodavca date u skladu sa paragrafom 2 klauzule 2.

1.2 Tumačenja

Principi tumačenja definisani u klauzuli 1.2 (*Tumačenja*) Sporazuma o zajmu, primenjuju se na ovaj sporazum, u meri u kojoj su relevantni za njega, kao da se primenjuju na Sporazum o zajmu.

1.3 Prava trećih strana

Odredbe klauzule 1.3 (*Prava trećih strana*) Sporazuma o zajmu primenjivaće se na ovaj sporazum kao što se primenjuju na Sporazum o zajmu.

2 Preduslovi

Zajmoprimac će obezbediti Zajmodavcu prijem dokumenata u vezi sa preduslovima navedenim u Prilogu 1 (*Preduslovi*).

Pod uslovom da nije nastupio i ne traje Slučaj neispunjenja obaveza, odmah nakon što praktično primi na zadovoljavajući način (i po formi i po sadržini) stavke navedene u Prilogu 1 (*Preduslovi*) i slučaj koji može da nastupi, a naveden je u paragrafu 2 Priloga 1 (*Preduslovi*), Zajmodavac će potvrditi Zajmoprimcu takav prijem i nastupanje.

3 Izmene i dopune

Svaka Strana:

- (a) je saglasna da se počev od Datuma stupanja na snagu izmena i dopuna, Sporazum o zajmu izmeni kao što je predviđeno u Prilogu 2 (Izmene i dopune Sporazuma o zajmu);
- (b) pristaje i saglasna je sa izmenama i dopunama navedenim u klauzuli 3(a).

4 Finansijski dokumenti

Zajmoprimac potvrđuje da je, počev od Datuma stupanja na snagu izmena i dopuna, Sporazum o zajmu izmenjen i dopunjen ovim sporazumom, kao i da drugi finansijski dokumenti ostaju na snazi.

Ovaj sporazum je finansijski dokument.

5 Izjave i garancije

5.1 Zajmoprimac

5.1.1 Zajmoprimac potvrđuje Zajmodavcu da na ovaj datum i Datum stupanja na snagu izmena i dopuna, izjave i garancije za koje se smatra da se ponavljaju u skladu sa klauzulom 10.2 Sporazuma o zajmu:

- (a) su istinite i precizne u svakom pogledu;
- (b) takođe bi bile istinite ako se pozivanje na Sporazum o zajmu tumači kao pozivanje na Sporazum o zajmu koji je izmenjen i dopunjen ovim sporazumom

u svakom slučaju, kada se primenjuju u postojećim okolnostima na ovaj datum i na Datum stupanja na snagu izmena i dopuna.

5.1.2 Zajmoprimac izjavljuje i garantuje u korist Zajmodavca da na ovaj datum i Datum stupanja na snagu izmena i dopuna:

- (a) Zajmoprimac ima puna zakonska ovlašćenja i nadležnost da izvrši, realizuje i implementira ovaj sporazum i sve ostale dokumente koji treba ili mogu da budu izvršeni i realizovani od strane Zajmoprimca u vezi sa ovim sporazumom, pošto je od nadležnih organa vlasti dobio sve potrebna ovlašćenja koja su mu potrebna u napred pomenute svrhe;
- (b) da su svi akti, uslovi i stvari, koje treba obaviti, ispuniti i realizovati - izvršeni, ispunjeni i obavljeni kako bi se (i) omogućilo da on zakonski

zaključiti, ostvaruje svoja prava i realizuje i poštuje preuzete obaveze ovim sporazumom, (ii) obezbedilo da obaveze koje ovim sporazumom preuzima jesu u skladu sa zakonom, da su valjane, obavezujuće i izvršive;

- (v) su obaveze koje preuzima Zajmoprimac u ovom sporazumu u skladu sa zakonom i punovažne i po njega obavezujuće i mogu se sprovesti u skladu sa njihovim odgovarajućim uslovima;
- (g) zaključivanje i izvršavanje ovog sporazuma, kao i transakcija koje se u njemu predviđaju, nisu u sukobu sa:
 - (i) Ustavom Republike Srbije;
 - (ii) bilo kojim drugim zakonom, podzakonskim aktom, pravilom ili propisom koji se na njega odnose;
 - (iii) bilo kojom presudom, dekretom, odlukom suda, nalogom ili dozvolom koji se odnose na Zajmoprimca ili kojima Zajmoprimac podleže; ili
 - (iv) bilo kojim sporazumom ili međunarodnim ugovorom u kojem je Zajmoprimac strana potpisnica, kao i bilo kojim drugim instrumentom koji je po Zajmoprimca ili bilo koju njegovu imovinu obavezujući;
- (d) nijedna odredba u ovom sporazumu nije u suprotnosti sa javnom politikom u Republici Srbiji;
- (đ) sprovođenje ovog sporazuma i ostvarivanje prava Zajmoprimca i izvršavanje njegovih obaveza u skladu sa ovim sporazumom nema za ishod niti obavezuje Zajmoprimca da optereti svoje sadašnje ili buduće prihode ili imovinu ili delove prihoda ili imovine i da neće doći u koliziju sa bilo kojim sporazumom, aranžmanom ili instrumentom koji su po njega obavezujući niti po bilo koje njegove sadašnje ili buduće prihode ili imovinu;
- (e) svako pojedinačno službeno lice koje izvršava ovaj sporazum u ime Zajmoprimca jeste u vreme njihove realizacije propisno i pravilno na funkciji i da za to ima potpuna i važeća ovlašćenja, i da je svaki drugi dokument koji se zahteva ili se izdaje u vezi sa ovim sporazumom realizovan od strane službenog lica koje se propisno i pravilno nalazi na toj funkciji i koje ima valjana ovlašćenja za to;
- (ž) izbor engleskog prava kao važećeg prava ovog sporazuma jeste valjan, obavezujući i priznat i da se sprovodi u Republici Srbiji;
- (z) podnošenje na arbitražu, kao što je predviđeno u klauzuli 20 (Arbitraža i važeći zakon) Sporazuma o zajmu, u vezi sa ovim sporazumom jeste priznato i primenjuje se u Republici Srbiji;
- (i) svaka presuda arbitraže u arbitražnom postupku, kao što je to predviđeno u klauzuli 20 (Arbitraža i važeći zakon) Sporazuma o zajmu, u vezi sa ovim sporazumom mora biti priznata i mora se primenjivati u Republici Srbiji, a da se pri tome ne vrši ponovna procena suštine;
- (j) da ovaj sporazum predstavlja izmenu i dopunu „međunarodnog ugovora” na osnovu Ustava Republike Srbije i relevantnih srpskih zakona (uključujući, između ostalog, i Zakon o zaključivanju i izvršavanju međunarodnih ugovora („Službeni glasnik RS” broj 32/13) i da kao takvom Republika Srbija pristupa u skladu sa ovlašćenjima koja su joj data na osnovu (između ostalog) čl. 94. i 97. Ustava Republike Srbije;

- (k) Zajmoprimac podleže građanskom pravu u pogledu njegovih obaveza po ovom sporazumu i nema pravo da traži imunitet u vezi sa njim za sebe ili za bilo koju svoju imovinu;
 - (l) shodno zakonu Republike Srbije nije potrebno da ovaj sporazum bude podnet, zaveden ili unet u evidenciju bilo kojeg suda ili nekog drugog organa vlasti u toj jurisdikciji niti da bilo koja taksa, registracija ili slični namet bude plaćen za ili u pogledu ovog sporazuma niti transakcije koje se predviđaju ovim sporazumom, osim u slučaju (i) upisivanja relevantnih podataka o ovom sporazumu u evidenciju o javnom dugu koju vodi Uprava za javni dug Ministarstva finansija Republike Srbije i (ii) registracije ovog sporazuma (i njegovim izmenama i dopunama/raskidu i realizaciji shodno njemu) kod Narodne banke Srbije;
 - (lj) nije došlo do slučaja potencijalnog neizvršavanja obaveza i slučaja neizvršavanja obaveza niti taj slučaj traje niti će proisteći iz izvršenja ili realizacije bilo koje transakcije koja je predviđena ovim sporazumom;
 - (m) bilo koja faktička informacija koju Zajmoprimac dostavi Zajmodavcu vezano za ovaj sporazum u pisanom obliku pre ovog datuma, mora biti istinita i precizna u svakom materijalnom pogledu kao na dan kada je dostavljena ili kao na dan (ako je to slučaj) kada je navedena, i u njoj se ne mogu izostavljati materijalne činjenice i Zajmoprimac mora učiniti sve što se opravdano može očekivati da proveri činjenice koje su tu sadržane;
 - (n) ništa se nije dogodilo niti je izostavljeno iz informacija koje su date Zajmodavcu u vezi sa ovim sporazumom i nijedna informacija nije data niti uskraćena, a što bi dovelo do toga da informacije koje su pružene Zajmodavcu, u pisanom obliku pre ovog datuma, budu neistinite ili da navode na pogrešan zaključak u bilo kojem materijalnom pogledu;
 - (nj) nije pokrenuta bilo koja parnica, arbitraža ili upravni postupak ili istraga suda ili pred nekim sudom, arbitražnim telom ili agencijom, koja, u slučaju negativne presude, može imati materijalno negativan efekat ili može dovesti u pitanje zakonitost, punovažnost ili obavezujući karakter ovog sporazuma, niti protiv njega ili bilo kojeg njegovog političkog podsektora ili agencije predstoji pokretanje takvih postupaka;
 - (o) pristupanje ovom sporazumu od strane Zajmoprimca ne predstavlja kršenje bilo kakvih sankcija; i
 - (p) Zajmoprimac se valjano odrekao svakog imuniteta u pogledu jurisdikcije, izvršenja ili sprovođenja koji uživa u sadašnjem trenutku ili koji može da uživa i u svim postupcima pokrenutim vezano za ovaj sporazum i neće imati pravo da traži imunitet za sebe ili za bilo koju svoju imovinu u pogledu sudskog postupka, izvršenja, zaplene ili nekog drugog pravnog procesa, osim u pogledu imovine Zajmoprimca koja je namenjena u diplomatske svrhe.
- 5.1.3 Zajmoprimac potvrđuje da je Zajmodavac pristupio ovom sporazumu oslanjajući se na izjave i garancije Zajmoprimca sačinjene u klauzulama 5.1.1 i 5.1.2.

Odredbe klauzula 15 (*Obaveštenja*), 18.9 (*Pandani*), 20 (*Arbitraža i važeći zakon*) Sporazuma o zajmu primenjuju se na ovaj sporazum kao da se primenjuju na Sporazum o zajmu.

Ovaj sporazum je zaključen na datum naveden na početku ovog sporazuma.

Prilog 1– Preduslovi

1. Da je Zajmodavac primio svaki od dole navedenih dokumenata, koji će za njega biti prihvatljivi po formi i sadržaju:
 - 1.1 tri (3) originala ovog sporazuma propisno potpisana od strane ovlašćenih predstavnika svih strana u ovom sporazumu;
 - 1.2 overena kopija odluke Vlade Republike Srbije, i/ili bilo koji drugi instrument koji je propisno sačinio nadležni organ Republike Srbije kojom se ovlašćuje ministar finansija Republike Srbije ili bilo koje drugo lice da u ime Republike Srbije zaključi ovaj sporazum;
 - 1.3 dokaz da je Narodna skupština Republike Srbije donela zakon o potvrđivanju ovog sporazuma kao izmene i dopune međunarodnog ugovora (uz dokaz o donošenju ukaza o proglašenju tog zakona od strane predsednika Republike Srbije) i da je zakon objavljen u „Službenom glasniku RS - Međunarodni ugovori”;
 - 1.4 overena kopija dokaza o registraciji Sporazuma kod Narodne banke Srbije;
 - 1.5 overena kopija dokaza o upisu relevantnih podataka po ovom sporazumu u evidenciji javnog duga koji se vodi u Upravi za javni dug - Ministarstvo finansija Republike Srbije;
 - 1.6 pravno mišljenje o ovom sporazumu Ministarstva pravde Republike Srbije izdato na engleskom jeziku i upućeno Zajmodavcu koje je po formi i sadržaju prihvatljivo za Zajmodavca;
 - 1.7 pravno mišljenje advokatske kancelarije Ortačkog advokatskog društva Moravčević, Vojnović & Partneri Beograd, pravnog savetnika Zajmodavca u Republici Srbiji za pitanja koja se tiču srpskih zakona u vezi sa ovim sporazumom, a koje je po formi i sadržaju prihvatljivo za Zajmodavca;
 - 1.8 overene kopije svih ovlašćenja izdatih ili zahtevanih od strane relevantnih nadležnih organa Republike Srbije u vezi sa zaključivanjem, isporukom, izvršenjem, punovažnošću i sprovođenjem Sporazuma ili bilo kog dokumenta koji je potrebno dostaviti po ili u vezi sa Sporazumom;
 - 1.9 bilo koje drugo ovlašćenje ili dokument, mišljenje ili uverenje koje Zajmodavac osnovano smatra neophodnim ili poželjnim u vezi sa zaključivanjem, punovažnošću i sprovođenjem Sporazuma.
2. Prijem poslednjeg obaveštenja kojim Strane obaveštavaju jedna drugu da su njihove unutrašnje procedure neophodne za stupanje na snagu Sporazuma završene.

Prilog 2– Izmene i dopune Sporazuma o zajmu

1. U klauzuli 1.1 (*Definicije*) sledeća definicija biće izmenjena kako sledi:
„**Period raspoloživosti**” označava period koji ne prelazi 72 meseca od datuma stupanja na snagu Sporazuma o zajmu.

Strana za potpisivanje

Za Vladu Republike Srbije:

Za Vladu Republike Azerbejdžan:

Od strane:

Od strane:

Ime: Dušan Vujović

Ime: Shahin Mustafayev

Funkcija: ministar finansija
Republike Srbije

Funkcija: ministar ekonomije
Republike Azerbejdžan

Član 3.

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