



Европейска инвестиционна банка
Evropská investiční banka
Den Europæiske Investeringsbank
Europäische Investitionsbank
Euroopa Investeeringispank
Ευρωπαϊκή Τράπεζα Επενδύσεων
European Investment Bank
Banco Europeo de Inversiones
Banque européenne d'investissement
An Banc Eorpach Infheistíochta
Europska investicijska banka
Banca europea per gli investimenti

Eiropas Investīciju banka
Europos investicijų bankas
Európai Beruházási Bank
Bank Ewropew tal-Investment
Europese Investeringsbank
Europejski Bank Inwestycyjny
Banco Europeu de Investimento
Banca Europeană de Investiții
Európska investičná banka
Evropska investicijska banka
Euroopan investointipankki
Europeiska investeringsbanken

Úrad Bratislavského samosprávneho kraja

Sabinovská 16

820 05 Bratislava 25

Slovak Republic

Luxembourg, 19 November 2020

EXP BEI - EIB
A 002492 19.NOV 20

JUOPS1/CE/MO/ns/2020-2577

Ref.:

**BRATISLAVA REGIONAL INFRASTRUCTURE II
(Serapis 2016 0843, FI No. 87.011)**

Finance Contract between Bratislavský samosprávny kraj (the "**Borrower**") and the European Investment Bank (the "**Bank**") dated 21 August 2017 (the "**Finance Contract**")

MODIFICATION TO FINANCE CONTRACT N° 1

This agreement shall hereafter be referred to as the "**Amendment Agreement**".

Capitalised terms used but not defined in the Amendment Agreement have the meanings given to them in the Finance Contract.

We refer to the official request of the Borrower dated 4 October 2020 to amend the Finance Contract.

We agree to amend the Finance Contract as set out below.

1. AMENDMENT

The Finance Contract is hereby amended, with effect from the Effectiveness Date, as follows:

1.1. **INTERPRETATION AND DEFINITIONS** shall be amended as follows:

1.1.1. A definition of "**Final Availability Date**" shall be amended and shall read as follows:

*"**Final Availability Date**" means 31 December 2022."*

1.1.2. A definition of "**Interest Revision/Conversion**" shall be amended and shall read as follows:

*"**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 a next Interest Revision/Conversion Date, if any."*

1.2. **Introduction sentence of Article 1.04B (Second and Subsequent Tranche)** shall be amended and shall read as follows:

"The disbursement of the second and any subsequent Tranche is also 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 for the proposed Tranche, of the following additional evidence:"

1.3. **Introduction sentence of paragraph (a) of Article 1.04C (All Tranches), paragraph (a)**, shall be amended and shall read as follows:

"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 for the proposed Tranche, the following documents or evidence:"



1.4. **Article 1.09A (Allocation Request)** shall be amended and shall read as follows:

"Between the date hereof and 31 December 2022, the Borrower may submit to the Bank a request for allocation (the "Allocation Request", the form of which is set out in Schedule A).

The Loan may solely be allocated to Sub-Projects identified as eligible for financing in the Technical Description and Schedules A.1.4. to A.1.7. In order for a Sub-Project to qualify for financing hereunder, (a) the Borrower must comply with the allocation procedure under this Article 1.09 and Schedules A.1.3. to A.1.7. (the "Allocation Procedure"), (b) the Borrower must comply with allocation undertakings under this Article 1.09A and Schedules A.1.3. to A.1.7., and (c) the Sub-Projects must meet the specific eligibility criteria as set-out in this Contract (in particular, but not limited to, in the Technical Description and in Schedules A.1.4 to A.1.7.)."

1.5. **Article 1.10A (Reallocation at the request of the Borrower)** shall be amended and shall read as follows:

"The Borrower may by request in writing to the Bank, which request shall include reasons therefor, and not later than by 30 June 2023, propose to reallocate in accordance with Article 1.09 and Schedules A.1.4. to A.1.7. any part of the Loan which has been allocated but not spent by the Borrower on a Sub-Project or made available in full, directly or indirectly, by the Borrower to the relevant Final Beneficiaries.

The Bank may, at its discretion, accept the Borrower's proposal for reallocation and reallocate any portion of the Loan in accordance with the provisions of Article 1.09 and Schedules A.1.4. to A.1.7."

1.6. **Article 4.03A(5) (NON-ALLOCATION)** shall be amended and shall read as follows:

"The Borrower shall prepay at the latest on 31 December 2023 such part of the Loan that has not been allocated or reallocated by such date in accordance with Article 1.09 and 1.10, as applicable, together with accrued interest and all other amounts accrued or outstanding under this Contract."

1.7. **Article 12.01 (Notices to either party)** and **Article 12.02 (Form of notice)** shall be deleted and new **Article 12.01 (Notices)** and new **Article 12.02 (English language)** shall read as follows:

"12.01 Notices

12.01.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, electronic mail and facsimile.
- (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, facsimile 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) on receipt of transmission in relation to a facsimile;
 - (iii) in the case of any electronic mail sent by the Borrower to the Bank, only when actually received in readable form and only if it is addressed in such a manner as the Bank shall specify for this purpose; or
 - (iv) in the case of any electronic mail sent by the Bank to the Borrower, when the electronic mail is sent.
- (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 or facsimile notices or communication made in accordance with this Article **Error! Reference source not found.**, 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 1.02**Error! Reference source not found.**;
 - (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).

12.01.B Addresses

The address, fax number and electronic mail address (and the department or officer, if any, 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 – CSEE 100 boulevard Konrad Adenauer L-2950 Luxembourg E-mail address: contactline-87011@eib.org
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For the Borrower	Attention: Chairman of the Region Úrad Bratislavského samosprávneho kraja Sabinovská 16 820 05 Bratislava 25 Slovak Republic E-mail: eib@region-bsk.sk
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12.01.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.

12.02 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. “

- 1.8. **Schedule A (Technical Description, Allocation and Reporting), Article A.1.4 (Calendar)** shall be amended and shall read as follows.

“The schemes will be implemented between 2017 and 31 December 2022.”



1.9. **Schedule A (Technical Description, Allocation and Reporting), Article A.2. (Project Information to be sent to the Bank and Method of Transmission), Section 3 (Information on the project's implementation)** shall be amended and shall read as follows.

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

Document / information	Deadline	Frequency of reporting
<p><i>Project Progress Report referring to the allocated schemes please provide:</i></p> <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 allocated schemes, explaining reasons for any possible delay;</i><i>- Update on the cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost;</i><i>- A description of any major issue with impact on the environment;</i><i>- Update on the project's demand or usage and comments;</i><i>- Any significant issue that has occurred and any significant risk that may affect the project's operation;</i><i>- Any legal action concerning the project that may be on-going;</i><i>- Non-confidential project-related pictures, if available.</i> <p><i>Should a major review of the investment plan take place, please provide an updated copy of it.</i></p>	<p><i>30 June 2021</i> <i>30 June 2022</i> <i>30 June 2023</i></p>	<p><i>Annual"</i></p>

1.10. **Schedule A (Technical Description, Allocation and Reporting), Article A.2. (Project Information to be sent to the Bank and Method of Transmission), Section 4 (Information on the end of works and first year of operation)** shall be amended and shall read as follows.

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

Document / information	Date of delivery to the Bank
<p><i>Project Completion Report, referring to the allocated schemes please provide:</i></p> <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 A.1.;</i><i>- The date of completion of each of the schemes, 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>- 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><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>- Non-confidential project-related pictures, if available.</i><i>- An update on the following Monitoring Indicators:</i><ul style="list-style-type: none"><i>- Length of road built or upgraded (km)</i><i>- Number of administrative facilities</i><i>- Number of culture, recreation and sports facilities built or renovated</i><i>- Number of social facilities built or renovated</i>	<p><i>31 March 2024</i></p>



- 1.11. **Schedule B (Definition of EURIBOR)** shall be amended and shall read as provided in **Schedule B (Definition of EURIBOR)** hereto.

2. REPRESENTATIONS

The representations and warranties that are repeated under and pursuant to Article 6.10 (*General Representations and Warranties*) of the Finance Contract are deemed repeated (by reference to the facts and circumstances then existing) by the Borrower on the Effectiveness Date.

3. MISCELLANEOUS

- 3.1. For avoidance of doubt, all other provisions of the Finance Contract:
- (b) remain in full force and effect and valid and this Amendment Agreement forms part of the Finance Contract as if the amendments affected hereby were contained in the Finance Contract; and
 - (c) apply, without any reservations, waivers or limitations despite the amendments set out herein.
- 3.2. The provisions of Article 11.01 (*Governing Law*) and Article 11.02 (*Jurisdiction*) of the Finance Contract are hereby incorporated into, and made a part of, this Amendment Agreement as if fully contained herein, *mutatis mutandis* and (without prejudice to the generality thereof) as if reference therein to "this Contract" were to "this Amendment Agreement".
- 3.3. Notwithstanding anything herein to the contrary, nothing in this Amendment Agreement or in the agreement constituted by the Borrower's acceptance of it constitutes a waiver, renunciation or other modification of any immunities, privileges or exemptions of the Bank.
- 3.4. No consents, waivers or amendments are given under this Amendment Agreement in respect of any breach of, or default (howsoever defined) under the Finance Contract which might result from any other circumstance at any time other than in respect of the issues as specifically set out herein.
- 3.5. The agreement of the parties contained in this Amendment Agreement shall only apply to the matters specifically referred to herein. Such agreement shall be without prejudice to any rights which the Bank or the Borrower may now or hereafter have in relation to any other circumstances or matters other than the issues as specifically referred to herein (and whether subsisting on the date hereof or otherwise).

4. EFFECTIVENESS DATE

- 4.1. This Amendment Agreement is conditional upon and shall become effective only after receipt by the Bank, in a form and substance acceptable to the Bank, of the evidence that the Borrower has duly published this Amendment Agreement in the Central Registry of Contracts or on the official website of the Borrower, as required by Slovak law, within 15 (fifteen) calendar days after the Borrower received this Amendment Agreement signed by all parties hereto, in line with Section 5a of Act of the Slovak Republic No. 211/2000 Coll., on Free Access to Public Information, as amended, and Section 47a of Act of the Slovak Republic No. 40/1964 Coll., Civil Code, as amended.
- 4.2. This Amendment Agreement shall not become effective until the Bank sends to the Borrower a letter confirming fulfilment of the conditions mentioned above in Article 4.1 and providing the date that this Amendment Agreement becomes effective (the "**Effectiveness Date**"), and such letter shall be conclusive evidence that this Amendment Agreement has become effective.
- 4.3. For the avoidance of doubt, until such time as such letter has been issued by the Bank, neither the Borrower nor the Bank shall have any claims against each other or have any liability whatsoever under or in connection with this Amendment Agreement.
- 4.4. In case the above mentioned conditions are not fulfilled within 15 (fifteen) calendar days after the Borrower received this Amendment Agreement signed by all parties hereto, this Amendment Agreement shall not enter into force without any further action being necessary or required.



5. SCHEDULE AND ANNEX

The following Schedule and Annex form part of this Amendment Agreement:

Schedule B Definition of EURIBOR

The following Annexes are attached hereto:


Annex I Resolution of Self-Governing Assembly of the Borrower and Authorisation of Signatory


IN WITNESS WHEREOF the parties hereto have caused this Amendment Agreement to be executed in 5 (five) originals in the English language.

The execution of this Amendment Agreement was approved by the Self-Governing Region Assembly (in Slovak: *zastupiteľstvo samosprávneho kraja*) of Bratislavský samosprávny kraj on 11 November 2020 in its XXII meeting, by Resolution No.310/2020, in accordance with Section 11(2)(e) of the Regions Act. The Amendment Agreement is supplied with affidavit (in Slovak: *doložka*) confirming the Borrower's fulfilment of all legal requirements under Slovak law with regard to the validity of this Amendment Agreement.

Signed for and on behalf of
BRATISLAVSKÝ SAMOSPRÁVNÝ KRAJ

Signed for and on behalf of
EUROPEAN INVESTMENT BANK


J. Droba
Chairman of the Region
(in Slovak: *predseda samosprávneho kraja*)


M. Dueñas
Head of Division


D. Ellerkmann
Head of Division



Definition of 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 11h00, 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, (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.



Resolution of Self-Governing Assembly of the Borrower and Authorisation of Signatory

Zastupiteľstvo Bratislavského samosprávneho kraja

UZNESENIE

Návrh na zmenu Uznesenia Zastupiteľstva Bratislavského samosprávneho kraja č. 259/2020 – doplnenie možnosti požiadať Európsku investičnú banku o fixnú úrokovú sadzbu s revíziou/konverziou

UZNESENIE č. 310/2020

zo dňa 11. 11. 2020

Zastupiteľstvo Bratislavského samosprávneho kraja po prerokovaní materiálu

A m e n í

A.1 Uznesenie č. 259/2020 zo dňa 29. mája 2020, bod A tak, že riadok, ktorý znie "Úroková sadzba - 6M EURIBOR + marža banky"

sa zmení na: "Úroková sadzba - 6M EURIBOR + marža banky alebo fixná úroková sadzba s revíziou/konverziou"

A.2 Uznesenie č. 47/2017, zo dňa 12. mája 2017, v znení uznesenia č. 62/2017, zo dňa 23. júna 2017, bod A tak, že riadok, ktorý znie "konečný dátum dostupnosti úveru je 30. 06. 2021"

sa zmení na: "konečný dátum dostupnosti úveru je 31. 12. 2022"

B s p l n o m o c ň u j e

predsedu Bratislavského samosprávneho kraja

podpísať dodatok k Finančnej zmluve s Európskou investičnou bankou uzavretej dňa 21. augusta 2017

Hlasovanie: ZA: 41
PROTI: 0
ZDRŽAL SA: 0
NEHLASOVAL: 4
PRÍTOMNÝCH: 45

Podpisy overovateľov: PhDr. Ľudmila Farkašová
PaedDr. Barbora Oráčová, PhD.
Ing. arch. Mgr. art. Elena Pätoprstá

Podpis predsedu: Mgr. Juraj Droba, MBA, MA

Dátum podpisu predsedu: 18. 11. 2020

Dátum zverejnenia: 18. 11. 2020

