

FRAMEWORK LOAN AGREEMENT

between

COUNCIL OF EUROPE DEVELOPMENT BANK

and

SLOVENSKÁ ZÁRUČNÁ A ROZVOJOVÁ BANKA, a.s.

COUNCIL OF EUROPE DEVELOPMENT BANK, International Organisation, Paris (hereinafter, the **CEB**), on the one hand,

and

SLOVENSKÁ ZÁRUČNÁ A ROZVOJOVÁ BANKA, a.s., with its registered office located at Štefánikova 27, P.O.BOX 154, 814 99 Bratislava (Slovak Republic), listed in the Commercial Register of District Court of Bratislava 1, part: Sa, vložka č. 3010/B (hereinafter, the **Borrower**), on the other hand,

- Having regard to the application submitted by the Member Government of the Slovak Republic dated 1 August 2012,
- Having regard to the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe,
- Having regard to the CEB's Overall policy framework for loan and project financing (hereinafter, the **Loan Policy**), adopted by the CEB Administrative Council's Resolution 1495 (2006) and subsequently amended by the CEB's Administrative Council's Resolutions 1522 (2009) and 1530 (2010),
- Having regard to the CEB's Environmental Policy (hereinafter, the **Environmental Policy**), adopted by CEB Administrative Council's Resolution 1530 (2010),
- Having regard to the CEB's Procurement Guidelines adopted by the CEB Administrative Council in September 2011 (hereinafter, the **Procurement Guidelines**),
- Having regard to the CEB's Loan Regulations adopted by the CEB Administrative Council's Resolution 1495 (2006) and subsequently amended by the CEB Administrative Council's Resolution 1530 (2010) (hereinafter, the **Loan Regulations**).

HAVE AGREED UPON THE FOLLOWING:

Definitions

“Allocation of a Tranche” (hereinafter also **“Allocation”** or **“Allocated”**) means the commitment of a Tranche by the Borrower to the financing of eligible Sub-projects under the Project (identified by means of a standard table appended to this Agreement), even if such Tranche has not yet been disbursed to the Final Beneficiaries

“Business Day” means a day on which the TARGET System (Trans-European Automated Real-time Gross Settlement Express Transfer System) is operating, which is also a day (other than a Saturday or Sunday) on which commercial banks are open for general business transactions (including dealings in foreign exchange and foreign currency deposits) in the Slovak Republic

“Closing Date” means the date from which, upon notification by the CEB to the Borrower, no further disbursements can be requested by the Borrower

“EURIBOR” (Euro Interbank Offered Rate) is the rate at which euro interbank term deposits within the euro zone are offered by one prime bank to another prime bank. It is sponsored by the European Banking Federation, computed by Reuters and published every business day in Brussels at 11 a.m. on Reuters page EURIBOR01

“Environmental Law” means European Union (EU) law, save for any derogations agreed between the EU and the Republic of Slovakia, Slovakian law as well as applicable international treaties, of which a principal objective is the preservation, protection or improvement of the environment

“Final Beneficiaries” are the recipients of the Loan proceeds on-lent by the Borrower

“Modified Following Business Day Convention” means a convention whereby if a specified date would fall on a day which is not a Business Day, such date would be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date would be the first preceding day that is a Business Day

“Project” means the multi-project programme, consisting in the financing by the Borrower of a series of eligible investments undertaken by the Final Beneficiaries (hereinafter, the ***Sub-projects***), as further described in Appendix 1

“Tranche” means an amount disbursed or to be disbursed under the loan granted by means of the Agreement (hereinafter, the ***Loan***)

Article 1. Conditions

The Loan is granted under the general conditions of the Loan Regulations and under the special conditions established by this framework loan agreement (hereinafter the **Agreement**), its Appendices and its disbursement agreements (hereinafter the **Disbursement Agreements**).

Article 2. The Project

The CEB grants to the Borrower, who accepts, the Loan for the financing of the Project approved by the CEB's Administrative Council on 21 September 2012 with the reference F/P 1782 (2012). The Project consists in the partial financing via the Borrower of eligible Sub-projects undertaken by (i) Slovak private sector SMEs under CEB's sector of action "Creation and preservation of viable jobs" (hereinafter, the **Component A**); and (ii) Slovak local authorities under CEB's sector of action "Improving living conditions in urban and rural areas" ((hereinafter, the **Component B**)).

The Loan is granted by CEB in consideration of the commitment that the Borrower is making to apply it solely to financing the Project, as further described in Appendix 1, and to carry out such Project under the conditions which are detailed in the Agreement and its Appendices.

Any change to the way the Loan is applied that has not received the CEB's approval may lead to the suspension, cancellation or early reimbursement of the Loan, under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

Article 3. The Loan

3.1. Financial conditions

The amount of the Loan granted is:

EUR – 30 000 000
Thirty million euros

It shall be disbursed in Tranches.

For each Tranche, the amount, the interest rate, the currency, the disbursement date, the repayment period, and each party's accounts for remittance, shall be determined jointly by the Borrower and the CEB by fax. The repayment period shall not be greater than ten (10) years under Component A and fifteen (15) years under Component B.

A Disbursement Agreement which specifies these conditions shall be drawn up at the time of disbursement substantially in the form set out in Appendix 2. In particular, the Disbursement Agreement shall specify whether the Tranche (or a sub-Tranche therein) is aimed at financing Sub-projects under Component A or Component B. A minimum of thirty percent (30%) of the Loan shall be aimed at financing each of the Components.

3.2. Disbursement

The CEB shall disburse the Loan in a minimum of two (2) and a maximum of six (6) Tranches. The amount of each Tranche shall be determined according to the absorption capacity of the Project/Borrower.

The signature of the Disbursement Agreement for the first Tranche must occur within twelve (12) months following the entry into force of the present Agreement as defined under Article 15. The first Tranche shall not exceed 50% of the approved Loan amount.

Each subsequent Tranche (or sub-Tranche) for a given Component under the Project may be disbursed only after the Borrower confirms in writing to the CEB, subject to compliance with Article 4.2.2 below, the full Allocation of the previous Tranche (or sub-Tranche) under the given Component.

3.3. Conditions for disbursement

The signature of the Disbursement Agreement for the first Tranche shall be subject to the CEB having previously received the following:

- Evidence in English satisfactory to CEB that the execution of this Agreement by the Borrower has been duly authorised and that the person(s) signing the Agreement is/are duly authorised to do so with the specimen signature of such person(s);
- Legal opinion in English in form and substance satisfactory to CEB, covering the issues of capacity, power and authority of the Borrower and confirming that the Agreement is valid, binding and enforceable in accordance with its terms.

The signature of the Disbursement Agreement for all Tranches, including the first Tranche, shall be subject to the CEB having previously received the following:

- Evidence in English satisfactory to CEB that the execution of the relevant Disbursement Agreement by the Borrower has been duly authorised and that the person(s) signing the relevant Disbursement Agreement is/are duly authorised to do so with the specimen signature of such person(s).

3.4. Closing Date

The Closing Date is 30 June 2016.

3.5. Payment details

All the amounts due by the Borrower under this Agreement are payable in the currency of each Tranche to the account number communicated by the CEB to the Borrower at the time of disbursement.

The Borrower or the bank instructed by the Borrower, as the case may be, shall send a written payment notice to the CEB at least five (5) Business days before payment of any amounts due under this Agreement.

Any payment under this Agreement shall be made on a Business Day subject to the Modified Following Business Day Convention.

Article 4. Monitoring the Loan and the Project

4.1. Use of the Loan

4.1.1. Period

The Tranches must be Allocated by the Borrower to the Project within eighteen (18) months after each disbursement.

Moreover, the Borrower shall undertake that the Sub-projects have started less than twelve (12) months prior to the date of the disbursement of the Tranche to which they are allocated. For the purposes of the Agreement, start of Sub-projects shall be deemed to take place upon signature of the relevant sub-loan agreement.

The amount not Allocated to the Project within such period must be repaid to the CEB, within thirty (30) days at the latest.

The Borrower undertakes to bear the cost resulting from this repayment. This cost shall include that which the CEB will have to bear due to the reinvestment of the same amount on the date of repayment for the residual life of the original Loan as well as any other related cost. The reinvestment rate shall be determined by the CEB on the basis of market conditions on the repayment date and for the period in question. The cost shall therefore be calculated taking into account the difference between the original rate and the reinvestment rate.

Furthermore, if a Tranche disbursed by the CEB is not Allocated to the Project or is only partially Allocated to it within the period mentioned in the first paragraph above, this would constitute an event as listed in Article 3.3-h of Chapter 3 of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

4.1.2. Implementation of the Project

4.1.2.1. Duty of care

The Borrower shall apply all care and diligence, and shall exercise all typically used means, in particular financial, technical, social and managerial which shall be necessary for the proper implementation of the Project.

4.1.2.2. Sub-project costs

Sub-projects total cost shall not exceed EUR 5 million and shall not be lower than EUR 5 000. Prior approval from CEB is required for Sub-projects whose total cost exceeds the above amount. In case of CEB's approval, specific monitoring indicators for the relevant Sub-project will be communicated to the Borrower.

Should the costs of the Sub-project, as described in Appendix 1 attached hereto, increase or be revised for whatever reason, the Borrower shall ensure that the additional financial resources for the completion of the Sub-project are available.

In any case, financing by the CEB shall not exceed 50 % of the total cost of the Sub-project, excluding interest and financial charges.

4.1.2.3. CEB visibility

The Borrower shall indicate to the Final Beneficiaries that the Project is partly financed by the CEB through appropriate means of communication including website, press release, brochures and/or exhibit of billboards at relevant Sub-project sites. In any case, information given to the media, official notices, reports, brochures, billboards or publications shall display in an appropriate way the CEB logo.

4.1.2.4. Further undertakings

The Borrower undertakes that:

- The implementation of the Project complies with the relevant rules on fraud, corruption and money laundering;
- The implementation of Project does not lead to a violation of the European Convention on Human Rights and of the European Social Charter; and
- The implementation of the Project complies with the undertakings arising from the Environmental Policy, in particular with Environmental Law.

4.1.3. Procurement

Procurement of supplies, works and services to be financed under the Project shall comply with the Procurement Guidelines.

Should the Borrower fail to comply with the undertakings arising out of the Procurement Guidelines, the CEB may declare the relevant contract expenditure as ineligible for Allocation under the Project; or may proceed with the suspension, cancellation or demand of early reimbursement of the Loan under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

4.2. Information requirements

4.2.1. Information concerning the Project

The Borrower shall keep accounting records concerning the Project, which shall be in conformity with international standards, showing, at any point, the Project's state of progress, and which shall record all operations made, and identify the assets and services financed with the help of the Loan.

The Borrower undertakes to respond within a reasonable period to any request for information from the CEB and to provide it with any documentation that the CEB should consider necessary and may reasonably request for the proper implementation of the Agreement, particularly as concerns the monitoring of the Project and the use of the Loan.

The Borrower shall inform the CEB immediately of any legislative or regulatory change in the economic sector relevant to the Project, and, in a general sense, of any event which may have a material adverse impact on the execution of its obligations under the Agreement. Any event that may have a material adverse impact on the execution of the Borrower's obligations under the Agreement would constitute an event as listed in Article 3.3-h of Chapter 3 of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

4.2.2. Monitoring

4.2.2.1. Identification of eligible sub-projects

After any disbursement by the CEB, the Borrower shall send to the CEB for approval, within the period specified in Article 4.1.1. above, a listing/summary table presenting the minimum required elements needed to identify eligible sub-projects. Appendix 3 provides a template for the listing/summary table. Alternative formats containing the same information may be used.

4.2.2.2. Monitoring reports

For each Tranche disbursed by the CEB, until the full Allocation of the Tranche, the Borrower shall send to the CEB a monitoring report:

- Either twelve (12) months after the disbursement or prior to any request for a subsequent Tranche, whichever occurs first. This report must be deemed satisfactory by the CEB in order to authorize any further disbursements; and
- At the time of the full Allocation of the Tranche within the period indicated in Article 4.1.1.

Appendix 4 provides the template specifying the minimum information required by the CEB for monitoring reports. Alternative formats containing the same information may also be used.

In any case, monitoring reports shall address:

- The state of Allocation of the disbursed Loan Tranches;
- The average conditions of the loans granted to Final Beneficiaries (on-lending conditions);
- The measurable physical/quantitative achievements as well as the social impact of the Project (as specified in Appendix 1).

4.2.3. Monitoring missions

The Borrower undertakes to favourably receive any monitoring missions carried out by employees of the CEB or outside consultants hired by the CEB, and to provide all the necessary co-operation for their monitoring missions, by facilitating any possible visits to the site of the Project. In particular, the CEB may have an on-site audit of the Project's accounting carried out by one or more consultants of its choice at the Borrower's expense in the case of default by the Borrower in respect of any of its obligations under the Loan.

4.2.4. Information concerning the Borrower

The Borrower shall deliver to the CEB its annual reports. In addition, the Borrower shall inform the CEB immediately of any substantial change in its financial situation.

The Borrower shall inform the CEB if a Shareholding Event occurs. If a Shareholding Event occurs, the CEB shall be entitled to request from the Borrower a security for the Loan. The Borrower shall, within the deadline set forth in the CEB's request, provide such a security in a form and substance satisfactory to CEB. Failure to provide such a security would constitute an event as listed in Article 3.3-h of Chapter 3 of the Loan Regulations and may give rise to the

suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

For the purpose of this Agreement, “Shareholding Event” means “any reduction in the stake of the Borrower’s shareholding held by the Slovak Republic”.

Article 5. Discharge of the Borrower's obligations

After payment of the full amount of the principal of the Loan, and all interest and other expenses resulting therefrom, in particular those amounts under Articles 6 and 7 below, the Borrower shall be fully released from its obligations towards the CEB, with the exception of those set out in Articles 4.2.1 and 4.2.3 above for the purposes of a possible ex-post evaluation of the Project.

Article 6. Interest for delay

For disbursements in EURO, and notwithstanding any other recourse available to the CEB under the Agreement and the Loan Regulations or otherwise, if the Borrower does not pay all interest or any other amount payable under the Agreement at the latest on the due date specified, the Borrower must pay additional interest on the amount due and not fully paid, at the one-month EURIBOR rate as of the due date at 11 a.m. (local time in Brussels), plus 2.5% per annum, as of the due date of this amount until the date of actual payment.

The applicable one-month EURIBOR rate shall be updated every 30 days.

Article 7. Associated costs

All duties and taxes of all kinds, due and paid, and all expenses resulting either from the conclusion, execution, liquidation, cancellation or suspension of this Agreement, in all or in part, or from the guarantee or the Loan, together with all judicial or extra-judicial acts having this Loan as their origin, shall be borne by the Borrower.

However, the provisions of Article 4.7 of Chapter 4 of the Loan Regulations shall apply regarding the costs of the arbitration procedure mentioned in said Chapter 4.

Article 8. Pari Passu and Negative Pledge

The Borrower declares that no other commitment has been made or will be made in the future, which might give a third party a preferential rank, a preferential right of payment, a collateral or guarantee of any nature whatsoever which might confer enhanced rights upon third parties (hereinafter a *Security*).

If such a Security were nevertheless granted to a third party, the Borrower agrees to form or supply an identical Security in favour of the CEB or, where it is hindered in doing so, an equivalent Security, and to stipulate the formation of such a Security in favour of the CEB.

However, the present Article shall not apply to:

- a) any Security arising by operation of law;
- b) any Security granted to secure a debt maturing not more than one (1) year after the date in which it was originally incurred (as, for example, repo transactions or money market transactions), including any extensions of or renewal of the foregoing;
- c) any security granted to secure ECB loans maturing not more than three (3) years after a date in which it was originally incurred, including any extensions of or renewal of the foregoing;
- d) any Security granted to the Slovak State Treasury to secure its deposits with the Borrower;
- e) any Security granted to the Slovak Central Bank;
- f) Guarantees granted by the Slovak Republic prior to the execution of the Agreement to secure a debt incurred by the Borrower;
- g) Securities pledged by the Borrower prior to the execution of the Agreement to secure the debt incurred by the Borrower with Kreditanstalt für Wiederaufbau (KfW) by virtue of [Programme for Farmers and Rural Businesses and Programme for Municipal Infrastructure Projects] for a total amount of *[EUR 13 375 000 as of Oct. 31, 2012]*.

Failure to comply with these provisions would represent a case of default as laid down in Article 3.3. h) of Chapter 3 of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

Article 9. Representations and Warranties

The Borrower represents and warrants:

- That it is constituted and carries out its business according to the laws, decrees, regulations, articles of association, and other texts applicable to it;
- That its competent managerial bodies have authorized it to enter into the Agreement and have given the signatory(ies) the authorization therefor, in accordance with the laws, decrees, regulations, articles of association, and other texts applicable to it;
- That the drawing up and execution of the Agreement does not contravene the laws, decrees, regulations, articles of association, and other texts applicable to it and that all the permits, licences, and authorizations necessary therefor have been obtained and shall remain valid for the entire Loan period.

Any change in relation to the above representations and warranties must, for the entire Loan period, be notified to the CEB immediately, and any supporting documents provided.

Article 10. Relations with third parties

The Borrower may not raise any fact relating, within the scope of the use of the Loan, to its relations with third parties in order to avoid fulfilling, either totally or partially, the obligations resulting from the Agreement.

The CEB may not be involved in disputes which might arise between the Borrower and third parties and the costs, whatever their nature, incurred by the CEB due to any claims, and in particular all legal or court costs, shall be at the expense of the Borrower.

Article 11. Interpretation of the Agreement

The Borrower states that it has received a copy of the Loan Regulations, and has taken note thereof.

Where there is a contradiction between any provision whatsoever of the Loan Regulations and any provision whatsoever of the Agreement, the provision of the Agreement shall prevail.

The headings of the paragraphs, sections, and chapters of the Agreement shall not be used for its interpretation.

In no case shall it be presumed that the CEB has tacitly waived any right granted to it by the Agreement.

Article 12. Applicable law

The Agreement, its Appendices and the Disbursement Agreements relating thereto shall be governed by the rules of the CEB as specified in the provisions of Article 1, paragraph 3, of the Third Protocol (dated 6 March 1959) to the General Agreement on Privileges and Immunities of the Council of Europe (dated 2 September 1949) and, secondarily, if necessary, by French law.

Disputes between the parties to the Agreement shall be subject to arbitration under the conditions laid down in Chapter 4 of the Loan Regulations.

Article 13. Execution of an arbitration award

The contracting parties agree not to take advantage of any privilege, immunity or legislation before any jurisdictional or other authority, whether domestic or international, in order to object to the enforcement of an award handed down under the conditions laid down in Chapter 4 of the Loan Regulations.

Article 14. Notices

Any notice or other communication to be given or made under this Agreement to CEB or the Borrower shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand, airmail or facsimile by one party to the other at such party's address specified below.

For the Borrower:

Slovenská záručná a rozvojová banka, a.s.
Štefánikova 27
P.O.BOX 154
814 99 Bratislava Slovak Republic
Attention: Mr. Miroslav Kuník
Fax: +421 2 57 29 22 80

For the CEB:

Council of Europe Development Bank
55 Avenue Kléber
75116 Paris
France

Attention: Director
Project Department
Fax: +33 1 47 55 37 52

All communications to be given or made shall be in English or French or, if in another language, shall be accompanied by an English or French certified translation thereof, when so required by the CEB.

Article 15. Entry into force

The Agreement shall enter into force upon signature by the CEB and the Borrower.

Article 16. Originals of Agreement

The Agreement is drawn up in two originals, each of which is equally valid.

One original is kept by each of the contracting parties.

Bratislava, on
For the Borrower

Dušan Tomašec
Chairman of the Board of Directors
[Member of the Management Board]

Peter Ševčovic
Vice Chairman of the Board of Directors

Paris, on.....
For the CEB

Mikolaj DOWGIELEWICZ
Vice - Governor
[The Governor/Vice Governor]

LIST OF APPENDICES

APPENDIX 1	PROJECT DESCRIPTION
APPENDIX 2	DISBURSEMENT AGREEMENT (TEMPLATE)
APPENDIX 3	IDENTIFICATION OF ELIGIBLE INDIVIDUAL SUB-PROJECTS (TEMPLATE)
APPENDIX 4	MONITORING REPORTS (TEMPLATE)

Appendix 1

Project Description

I.	F/P :	F/P 1782 (2012)
	Borrower:	Slovenská záručná a rozvojová banka, a.s. (SZRB)
	Approval by the Administrative Council:	2012
	Amount approved:	EUR 30 000 000
II.	Intervention areas:	Creation and preservation of viable jobs (Component A) Improving living conditions in urban and rural areas (Component B) The Project aims to 1) support job creation and preservation through the partial financing of productive investments in SMEs throughout Slovak Republic and 2) improve living conditions in urban and rural areas through co-financing investments in revitalization and modernization of both urban and rural public infrastructure and in protection of the environment.
	Closing date:	30 June 2016
	Location:	Throughout Slovak Republic
	Total cost of the Project:	EUR 60 000 000
	Financing plan::	- CEB sources 30 million - 50% - SZRB, final borrowers' own resources, IFIs, other banks 30 million - 50%
	Schedule of works:	2012-2015
	Specific conditions	The Borrower undertakes to take into consideration the advantage derived from CEB financing and to pass on that advantage to the Final Beneficiaries, while taking into account the fact that an intermediation margin may be applied to cover risk and management costs.
III.	Criteria of eligibility: (by intervention area)	All investments shall comply with the eligibility criteria of the Loan Policy, particularly within the relevant intervention areas (Improving living conditions in urban and rural areas and creation and preservation of viable jobs)
IV.	Social effects: (by intervention area)	<p>The social effects under the "Creation and preservation of viable jobs" component will stem from providing long-term-funding with favourable conditions to SMEs in order to create or preserve jobs. The economic impact lies in direct support of the sustainable economic growth and modernization of the productive sector which goes hand in hand with the social impact of creating and maintaining jobs. SZRB, commissioned by the Government of Slovak Republic, has become an experienced lender supporting those SMEs most in need of finding appropriate funding resources. The proposed Project, supported and part-financed by CEB, will support SZRB's role in fulfilling its mandate, as bestowed upon it by the Government, to further to promote economic and social growth in Slovak Republic.</p> <p>The social effects under the "Improving living conditions in urban and rural areas" component will stem from the provision of long-term-funding with favourable conditions to beneficiary municipalities/regions in order to create better conditions for sustained economic development and better living conditions for the local populations, to diminish intra-regional disparities as well as to reduce the gap between Slovak Republic and the more developed economies of the EU. Social impact of the proposed Project will also be reflected in the provision of higher standards and better access to services and equipment in areas such as transport and communication, water sanitation and supply, waste management, education, healthcare, culture, from strengthening solidarity among the inhabitants and from reducing disparities between urban and rural areas.</p>

Appendix 2a

DISBURSEMENT AGREEMENT FOR A FIXED RATE LOAN (TEMPLATE)

F/P [number] –[number] Tranche

DISBURSEMENT AGREEMENT

To the Framework Loan Agreement dated [date]

Between

THE COUNCIL OF EUROPE DEVELOPMENT BANK
(hereinafter called “CEB”)

And

Slovenská záručná a rozvojová banka, a.s.
(hereinafter called the “Borrower”)

The present *Disbursement Agreement* and the Framework Loan Agreement determine the terms and conditions agreed upon for the [number] Tranche in reference to article [number] of the said Framework Loan Agreement.

Loan Amount	[currency and amount]
Maturity	[number] -year final maturity with a [number] year grace period [or (number) -year bullet]
Fixed Interest Rate	[number percent] [net] per annum
Interest Payment	Semi-annually/Annually in arrears
Day-Count-Fraction	30/360 unadjusted, Modified Following Business Day Convention
Business Day	As defined in the Framework Loan Agreement
Disbursement Date	[date]
Payment Instructions (Borrower)	Account number [number] of [name of Bank and city]. SWIFT CODE : [cipher] via [name correspondent bank and city] SWIFT CODE : [cipher]
Payment Instructions (CEB)	As per Art. 3.4 of Framework Loan Agreement

Payments for interest and principal will be made in accordance with the attached Schedule of Repayments. Whereas interest will be paid for the first time on [date], principal will be repaid for the first time on [date].

All payments shall be made to CEB’s account according to the Payment Instructions (CEB) described above.

These provisions are subject to the agreement “Modified Following Business Day Convention”, the definition of which is to be found in the Framework Loan Agreement, signed between CEB and the Borrower (and the Guarantor) on [*date*].

[*City, date*]
For the Council of Europe
Development Bank

[*City, date*]
For [*Borrower's name*]
For [*Guarantor's name*]

Appendix 2b

DISBURSEMENT AGREEMENT FOR A FLOATING RATE LOAN (TEMPLATE)

F/P [number] – [number] Tranche

DISBURSEMENT AGREEMENT

To the Framework Loan Agreement dated [date]

Between

THE COUNCIL OF EUROPE DEVELOPMENT BANK
(hereinafter called “CEB”)

And

Slovenská záručná a rozvojová banka, a.s.
(hereinafter called the “Borrower”)

The present *Disbursement Agreement* and the Framework Loan Agreement determine the terms and conditions agreed upon for the [number] Tranche in reference to article [number] of the said Framework Loan Agreement.

Loan Amount	[currency and amount]
Maturity	[number] -year final maturity with a [number] years grace period [or (number) –year bullet]
Floating Interest Rate	EURIBOR 3 or 6 months plus or less [number] basis points [net] per annum For the avoidance of doubt, in case the determination of the interest rate results in a negative rate (due to a quoted negative floating reference rate, to the operation of a spread that is subtracted from the floating reference rate or to any other circumstances), the interest to be paid by the Borrower will be deemed to be zero”
Interest Payment	Quarterly/Semi-annually in arrears
Day-Count-Fraction	Actual/360, Modified Following Business Day Convention
Business Day	As defined in the Framework Loan Agreement
Disbursement Date	[date]
Payment Instructions (Borrower)	Account number [number] of [name of Bank and city]. SWIFT CODE : [cipher] via [name correspondent bank and city] SWIFT CODE : [cipher]
Payment Instructions (CEB)	As per Art. 3.4 of Framework Loan Agreement

{Text for EURIBOR base rate and amortising loan structure

The interest rate will be calculated for each [number] month period, starting from the date of the disbursement date. The interest will be fixed two working days prior to each new interest period. CEB will inform the Borrower about the interest payable every [number] months. The interest payment will take place on [day, month]¹ every year, and for the first time on [date]. ***[list the repayment dates and the principal amount due for each date]***

{Text for EURIBOR base rate and bullet structure

The interest rate will be calculated for each [number] month period, starting from the date of the disbursement date. The interest will be fixed two working days prior to each new interest period. CEB will inform the Borrower about the interest payable every [number] months. The interest payment will take place on [day, month]² every year, and for the first time on [date]. The principal will be repaid in one lump sum on [date].

All payments shall be made to the CEB's account according to the Payment Instructions (CEB) described above.

These provisions are subject to the agreement "Modified Following Business Day Convention", the definition of which is to be found in the Framework Loan Agreement, signed between CEB and the Borrower (and the Guarantor) on [date].

[City, date]
For the Council of Europe
Development Bank

[City, date]
For [Borrower's name]
For [Guarantor's name]

¹ [Mention 4 dates for quarterly payments and 2 dates for semi-annual payments]

² [Mention 4 dates for quarterly payments and 2 dates for semi-annual payments]

Appendix 3

JOB CREATION

Individual Project Identification

F/P 1782 (2012) - Slovenská záručná a rozvojová banka, a.s.

Loan instalment No. :

1. BENEFICIARY

- Name of SME
- Field of Activity/Activity sector ³ (Code NACE)
- Actual Number of employees (< 250 employees)
- Annual balance sheet (< 43 million euros)
- Non-SME capital (%) (< 25% of total capital)
- Annual turnover (< 50 million euros)

2. PROJECT

- Brief description of the investment (fixed assets/production/equipment)
- Location
- Total cost of the investment
- Working capital requirements (SME < 50 employees and <€ 50,000)
- Start of work (1 year prior to date of drawdown)
- Completion of work

3. FINANCING

- CEB share (amount)
- CEB share (% of total cost) (< 50% of investment costs)
- Other sources of financing (% of total cost)

4. TECHNICAL INDICATORS

- Regional unemployment rate
- Target Jobs created
- Target Jobs preserved
- Energy savings (Yes/No, %)

³ Eligibility is excluded for investments in the primary agricultural sector, weapons, nuclear energy, tobacco, production of spirits, gambling, pornography, and products considered by European Union regulations to be harmful to health and to the environment.

Appendix 3

URBAN AND RURAL MODERNISATION

Individual Project Identification

F/P 1782 (2012) - Slovenská záručná a rozvojová banka, a.s.

Loan instalment No. :

1. BENEFICIARY

- Name
- Address
- Type of Public Entity

2. PROJET

- Brief description of the investment
- Total cost of the investment
- Location
- Start of work (1 year prior to date of drawdown)
- Completion of work

3. FINANCING

- CEB share (amount)
- CEB share (% of total cost) (< 50% of investment costs)
- Other sources of financing (% of total cost)

4. TECHNICAL INDICATORS

General indicators

- Number of inhabitants (local or regional)
- Number of users
- Energy savings (Yes/No, %)

Appendix 4

JOB CREATION

Loan Monitoring Sheet

F/P 1782 (2012) - Slovenská záručná a rozvojová banka, a.s.

Tranche N°			Job preservation
Disbursement date			Job creation
			Total utilised/allocated (%)
CEB loan authorised			Number of end-clients
CEB loan disbursed			Average on-lending rate
CEB Interest rate			Average maturity
CEB Maturity			

LOAN BREAKDOWN BY ACTIVITY SECTOR

ACTIVITY SECTOR	CEB LOAN	%	REMARKS

LOAN BREAKDOWN BY SIZE OF ENTERPRISE

SIZE OF ENTERPRISES	CEB LOAN	%	REMARKS
Medium (<250 employees)			
Small (50 employees)			
Micro (10 employees)			

LOAN BREAKDOWN BY REGION/DEPARTEMENT/MUNICIPALITY

REGION/DEPT/MUNICIPALITY	CEB LOAN	%	REMARKS

LOAN BREAKDOWN BY TYPE OF INVESTMENT

INVESTMENT	CEB LOAN	%	REMARKS
Purchase of land			
Construction			
Infrastructure and plant			
Machinery and equipment			
Vehicles			
Other			

Appendix 4

URBAN AND RURAL MODERNISATION

Loan Monitoring Sheet

F/P 1782 (2012) - Slovenská záručná a rozvojová banka, a.s.

Tranche N°			Population concerned
Disbursement date			
CEB loan authorised			Total utilised/allocated (%)
CEB loan disbursed			Number of end-clients
CEB Interest rate			Average on-lending rate
CEB Maturity			Average maturity

LOAN BREAKDOWN BY TYPE OF INFRASTRUCTURE

TYPE OF INFRASTRUCTURE	CEB LOAN	%	REMARKS

LOAN BREAKDOWN BY TYPE OF END-CLIENT

END-CLIENT	CEB LOAN	%	REMARKS

LOAN BREAKDOWN BY REGION/DEPARTEMENT/MUNICIPALITY

REGION/DEPT/MUNICIPALITY	CEB LOAN	%	REMARKS

LOAN BREAKDOWN BY TYPE OF INVESTMENT

INVESTMENT	CEB LOAN	%	REMARKS