

930/18



KLASA: 363-02/14-12/73
URBROJ: 2167/01-53-66-03/7-18-64
U Poreču – Parenzo, 28.11.2018.g.

REPUBLIKA HRVATSKA REPUBLICA OF CROATIA
ŽUPANIJA ISTARSKA REGION ISTARSKA
2167-01 GRAD POREČ-PARENZO CITTÀ DI POREČ-PARENZO

Primljeno: 03-12-2018		
Klasifikacijska oznaka:	Org. jed.	
402-01/15-01/184	20	
Uredbeni broj	Prij.	Vrij.
30.18-13		

GRAD POREČ-PARENZO
CITTÀ DI POREČ-PARENZO

n/r Darko Saftić
Obala m Tita 5
52 440 Poreč

PREDMET: Waiver za izvještavanje
- dostavlja se

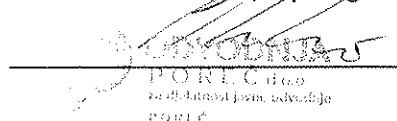
Poštovani,

U prilogu Vam dostavljamo 4 (četiri) potpisana i ovjerena primjerka Waivera za izvještavanje Europske banke za obnovu i razvoj (EBRD) a koji se poziva na ugovor o kreditu od 22. prosinca 2015. godine ("Ugovor o kreditu") zaključen između Odvodnje Poreč d.o.o. ("Korisnik kredita") i Europske banke za obnovu i razvoj ("Banka") te se odnose na prolongaciju roka korištenja kredita gdje novi rok glasi 22. prosinac 2019.

Molimo da nam vratite 3 (tri) potpisana i ovjerena primjerka.

S poštovanjem,

Direktor
Milan Laković, dipl.ing.



Prilog:

- 1) Waiver za izvještavanje x 4.

Dostaviti:

- 1) Naslovu,
- 2) Arhiva, ovdje.



European Bank
for Reconstruction and Development

ODVODNJA POREC d.o.o.	
Primljeno: 28-11-2018	Org. jedinica:
Klasa: 363-02/14-12/73	
Broj akta: 63	Prilozi:

Odvodnja Porec d.o.o.
Mlinska 1, 52440 Porec
Croatia

Attention: Kristina Bratulic
Fax: + 385 75 805 698

The City of Porec-Parenzo
Obala m. Tita 5
52440 Porec
Croatia

Attention: Tatjana Matosevic
Fax: + 385 52 451 198

22 November 2018

Dear Kristina and Tatjana,

Subject: Odvodnja Porec d.o.o – Operation No. 45770

1. Please refer to the Loan Agreement 22 December 2015 (as amended) (the "Loan Agreement") between Odvodnja Porec d.o.o. (the "Borrower") and the European Bank for Reconstruction and Development (the "EBRD").
2. Expressions defined in the Loan Agreement bear the same meanings herein.
3. Subject to paragraph 4 of this letter agreement, it is hereby agreed that, effective from the Effective Date (as defined below), the definition of "Commitment Period" set forth in Section 1.01 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"means the period commencing on the date of this Agreement and terminating on the earlier of:

(a) the date 48 months from the date of this Agreement; and
(b) the date on which the obligation of EBRD to make Disbursements hereunder terminates in accordance with the terms of this Agreement".
4. This letter agreement shall constitute an amendment to the Loan Agreement, and, except for the amendment provided for in paragraph 3 above, the Loan Agreement shall continue in full force and effect; provided that this letter agreement and the amendment contained herein shall take effect from the date upon which it has been accepted by each of the Borrower and the City in the form requested in paragraph 9 below (the "Effective Date").
5. The contents of this letter agreement shall not impair any right, power or remedy of the Bank with respect to any Event of Default or Potential Event of Default, or be construed as a waiver



thereof or an acquiescence therein.

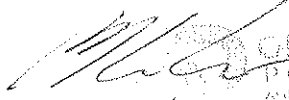
6. The entry into of this letter agreement and the making of the amendments provided for in paragraph 3 above, are not intended to and shall not adversely affect or prejudice the existence and enforceability of any and all of the Security existing prior to the Effective Date and the other Financing Agreements and Project Agreements. Such Security shall continue in full force and effect.
7. This letter agreement shall be governed and construed in accordance with English law.
8. The provisions of Sections 8.03 (*Notices*), 8.09 (*Arbitration and Jurisdiction*), 8.10 (*Privileges and Immunities of EBRD*), 8.12 (*Successors and Assigns; Third Party Rights*) and 8.14 (*Counterparts*) of the Loan Agreement are hereby incorporated by reference into this letter agreement with the intent that such provisions be applicable to this letter agreement and the rights and obligations of the parties hereto, as if set forth herein in full, *mutatis mutandis*.
9. Please confirm your agreement with the terms of this letter agreement by dating and countersigning the enclosed duplicate of this letter agreement in the space provided below and returning it to us.

Yours sincerely,

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

Rafal Michalak
Associate Director
Operation Administration Department

Acknowledged and agreed by:
ODVODNJA POREC D.O.O

By: 
Name: MILAN LAKOVIC, *imi. 105*
Title: DIREKTOR

Date: 28.11.2018.

Acknowledged and agreed by:
CITY OF POREC

By: _____
Name: LORIS PERŠURIĆ
Title: GRADONAČELNIK
KLASA: 402-01/15-01/189
UZ. BROJ: 2167-01-09/01-18-

Date: