

Սույնով հավաստվում է, որ կցված տեքստը Հայաստանի Հանրապետության ու Վերակառուցման և զարգացման եվրոպական բանկի միջև 2016 թվականի մայիսի 11-ին ստորագրված «Գյումրու քաղաքային ճանապարհներ» վարկային համաձայնագրում փոփոխություններ կատարելու մասին» թիվ 2 համաձայնագրի՝ Հայաստանի Հանրապետության արտաքին գործերի նախարարության միջազգային պայմանագրերի պահոցում (դեպոզիտում) պահվող բնօրինակի նույնական պատճենն է:

**Հայաստանի Հանրապետության
արտաքին գործերի նախարարության
միջազգային պայմանագրերի և
իրավունքի վարչության պետ՝**



Նելլի Սարոյան

Execution Version

(Operation No. 46540)

**AMENDMENT AGREEMENT NO. 2
to the Loan Agreement (Gyumri Urban Roads) dated 11 May 2016**

between

REPUBLIC OF ARMENIA

and

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

Dated 16 February 2024

**AMENDMENT AGREEMENT NO. 2
TO THE LOAN AGREEMENT DATED 11 MAY 2016**

This amendment agreement, dated 16 February 2024, (the "**Amendment Agreement**") is made by and between:

- (1) **THE REPUBLIC OF ARMENIA** (the "**Borrower**"); and
- (2) **THE EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**, an international organisation formed by treaty (the "**Bank**").

PREAMBLE

WHEREAS:

- (A) The Borrower entered into a loan agreement dated 11 May 2016, as amended on 14 February 2022 (the "**Original Loan Agreement**") with the Bank.
- (B) The Borrower intends to carry out the rehabilitation of urban roads and related street lighting in two districts of Ani and Austrian in Gyumri and has requested the Bank additional financing in the amount of EUR 2,720,000.
- (C) The Bank is in the process of arranging additional technical cooperation funds in aggregate of up to EUR 750,000 on grant basis to assist the Borrower in implementing the parts of the Project relating to the rehabilitation of urban roads and related street lighting in two districts of Ani and Austrian in Gyumri.
- (D) The Borrower and the Bank wish to amend the Original Loan Agreement in certain respects, on and subject to the provisions of this Amendment Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – STANDARD TERMS AND CONDITIONS, DEFINITIONS

Section 1.01. Incorporation of Standard Terms and Conditions

(a) All of the provisions of the Standard Terms and Conditions are hereby incorporated into and made applicable to this Amendment Agreement with the same force and effect as if they were fully set forth herein.

(b) The Standard Terms and Conditions shall apply as if this Amendment Agreement was a "Loan Agreement" for the purposes of thereof except that Article IX (*Effectiveness; Termination*) of the Standard Terms and Conditions shall not apply to this Amendment Agreement.

Section 1.02. Definitions and Interpretation

(a) In this Amendment Agreement:

"Amended Loan Agreement" means the Original Loan Agreement as amended pursuant to this Amendment Agreement.

"Effective Date" means the date upon which this Amendment Agreement becomes effective in accordance with Section 2.03.

"Original Loan Agreement" has the meaning given to it in the Preamble.

"Standard Terms and Conditions" means the Bank's Standard Terms and Conditions dated 1 December 2012 (the **"2012 Standard Terms and Conditions"**) or the Bank's Standard Terms and Conditions dated 5 November 2021 (the **"2021 Standard Terms and Conditions"**) (as applicable).

(b) Terms defined in the Original Loan Agreement (whether directly or by reference to any other agreement or instrument) shall, unless otherwise defined herein, have the same meaning in this Amendment Agreement. The provisions of Section 1.02 of the Original Loan Agreement shall have effect as if set out in this Amendment Agreement in full, *mutatis mutandis*.

(c) The Original Loan Agreement and this Amendment Agreement shall be read and construed as a single document.

ARTICLE II - AMENDMENTS

Section 2.01. Amendment and Continuity

(a) On and from the Effective Date, the Original Loan Agreement shall be amended as set out in Schedule 1 hereto.

(b) The provisions of the Original Loan Agreement shall, save as amended by this Amendment Agreement, continue in full force and effect.

Section 2.02. Further Assurances

The Borrower shall, at the request of EBRD, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Amendment Agreement.

Section 2.03. Effective Date

The Effective Date shall be the date upon which the Bank dispatches to the Borrower notice of the Bank's acceptance of the evidence required under this Section:

- (a) the Bank is satisfied that no event referred to in Section 7.01(a) or 7.06 of the 2021 Standard Terms and Conditions has occurred and is continuing;
- (b) the execution and delivery of this Amendment Agreement on behalf of the Borrower have been duly authorised or ratified by all necessary governmental and corporate action; and
- (c) an amendment agreement to the Project Agreement, in form and substance satisfactory to the Bank, has been executed and delivered and all conditions precedent to its effectiveness, except only the effectiveness of this Amendment Agreement, have been fulfilled.

ARTICLE III - EFFECTIVENESS

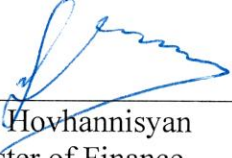
Section 3.01. Miscellaneous

- (a) For the purposes of Section 10.01 of the Standard Terms and Conditions, the addresses for notices specified in the Amended Loan Agreement shall apply.
- (b) From the date of this Amendment Agreement, all references to "the Agreement" in the Original Loan Agreement and all reference to the Original Loan Agreement in all instruments and agreements executed thereunder including, without limitation, in the Project Agreement, shall refer to the Amended Loan Agreement and the "Loan Agreement" for the purposes of the Standard Terms and Conditions shall be the Amended Loan Agreement.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorised representatives, have caused this Amendment Agreement to be executed and delivered on the date first above written.

REPUBLIC OF ARMENIA

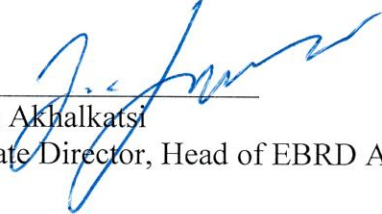
By

Name:  Vahe Hovhannisyan

Title: Minister of Finance

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Name:  George Akhalkatsi

Title: Associate Director, Head of EBRD Armenia

SCHEDULE 1

AMENDMENTS TO THE ORIGINAL LOAN AGREEMENT

- 1. The sixth paragraph of the Recitals shall be deleted and replaced with the following:**

"WHEREAS, the Bank has agreed to provide technical cooperation funds in aggregate of up to EUR 2,921,600 on grant basis (the "TC Grants") to assist the Borrower in implementing the Project; and"

- 2. The seventh paragraph of the Recitals shall be deleted and replaced with the following:**

"WHEREAS, the Bank has agreed on the basis of, *inter alia*, the foregoing to make a loan to the Borrower in the amount of EUR 17,320,000, subject to the terms and conditions set forth or referred to in this Agreement."

- 3. The opening paragraph of Section 1.01 of the Original Loan Agreement shall be deleted and replaced with the following:**

"All of the provisions of the Standard Terms and Conditions are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications (such provisions as so modified are hereinafter called the "Standard Terms and Conditions"). For the purposes of this Agreement, "Standard Terms and Conditions" shall mean: (1) subject to sub-paragraph (2) below, the 2012 Standard Terms and Conditions; and (2) as of the effective date of the Amendment Agreement No. 2, the 2021 Standard Terms and Conditions."

- 4. Definition of "Prohibited Practice" in Section 1.01(b) of the Original Loan Agreement shall be deleted and replaced with the following:**

""Prohibited Practice" (a) from the date of this Agreement until and excluding the effective date of the Amendment Agreement No. 2, has the meaning given to it in the set out in the Original Loan Agreement; and

(b) from and including the effective date of the Amendment Agreement No. 2, has the meaning given to it in the 2021 Standard Terms and Conditions."

- 5. Definition of "Available Amount" in Section 1.01(d) of the Original Loan Agreement shall be deleted and replaced with the following:**

""Available Amount"

means the amount of Tranche A of the Loan as shall not, from time to time, have been cancelled or drawn down or made subject to a conditional or unconditional Reimbursement Commitment, plus, (i) as of the Tranche B Availability Date, the amount of Tranche B of the Loan as shall not, from time to time, have been cancelled or drawn down or made subject to a conditional or unconditional Reimbursement Commitment, (ii) plus, as of the Tranche C Availability Date, the amount of Tranche C of the Loan as shall not, from time to time, have been cancelled or drawn down or made subject to a conditional or unconditional Reimbursement Commitment and (iii) plus, as of the Tranche D Availability Date, the amount of Tranche D of the Loan as shall not, from time to time, have been cancelled or drawn down or made subject to a conditional or unconditional Reimbursement Commitment (and all capitalised terms used in this definition and which are not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement)."

6. Paragraph (e) of Section 1.01 of the Original Loan Agreement shall be deleted and replaced with the following:

"(e) Paragraphs (a) to (c) of Section 3.05 (*Commitment Charge and Front-End Commission*) of the 2021 Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows:

"(a) The Borrower shall pay to the Bank a commitment charge at the rate specified in the Loan Agreement payable on the total of the Available Amount plus any amount of the Loan that is subject to a Reimbursement Commitment and is not yet drawn down, provided that the Commitment Charge payable on the amount of the Loan subject to an unconditional Reimbursement Commitment shall be 0.5% per annum greater than the rate of the Commitment Charge specified in the Loan Agreement. The Commitment Charge shall accrue:

(1) for Tranche A, from the date sixty (60) days after the date of the Loan Agreement; and

(2) for Tranche B, from the date seven (7) days after the Tranche B Availability Date; and

(3) for Tranche C, from the date seven (7) days after the Tranche C Availability Date; and

(3) for Tranche D, from the date seven (7) days after the Tranche D Availability Date; or

(4) in the case of Commitment Charge payable on the amount of the Loan subject to an unconditional Reimbursement Commitment, from the date of issuance of such unconditional Reimbursement Commitment;

and the Commitment Charge shall accrue and be calculated on the same basis as interest under Section 3.04(b)(ii). The Commitment Charge shall be payable on each Interest Payment Date (even though no interest may be payable on such date) commencing on the first Interest Payment Date following the Effective Date.

- (b) The Borrower shall pay to the Bank a front-end commission equal to:
 - (1) one per cent (1%) (or such other amount specified in the Loan Agreement) of the aggregate principal amount of Tranche A, Tranche B and Tranche C; and
 - (2) one per cent (1%) (or such other amount specified in the Loan Agreement) of the principal amount of Tranche D.
- (c) Except as otherwise provided in the Loan Agreement, the Bank shall, on behalf of the Borrower, withdraw from the Available Amount:
 - (1) with respect to Tranche A, Tranche B and Tranche C, on the Effective Date, or within seven (7) days thereafter, and pay to itself the amount of the Front-end Commission payable pursuant to Section 3.05(b)(1); and
 - (2) with respect to Tranche D, on the Tranche D Availability Date, or within seven (7) days thereafter, and pay to itself the amount of the Front-end Commission payable pursuant to Section 3.05(b)(2)."

7. Section 1.01 of the Original Loan Agreement shall be amended by adding the following new provisions:

"(g) The definition of "Loan" in Section 2.02 (*Definitions*) of the 2021 Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows:

""Loan" means the loan provided for in the Loan Agreement, comprised of Tranche A, Tranche B, Tranche C and Tranche D."

8. Section 1.02 of the Original Loan Agreement shall be amended by adding the following new definitions in alphabetical order as follows:

""2012 Standard Terms and Conditions" means the Bank's Standard Terms and Conditions dated 1 December 2012 (as modified by the Original Loan Agreement)."

""2021 Standard Terms and Conditions" means the Bank's Standard Terms and Conditions dated 5 November 2021 (as modified by the Amendment Agreement No. 2)."

""Amendment

Agreement No. 1"	means an amendment agreement to the Original Loan Agreement entered into between the Borrower and the Bank on 14 February 2022."
""Amendment Agreement No. 2"	means an amendment agreement to the Original Loan Agreement entered into between the Borrower and the Bank in connection with, <i>inter alia</i> , Tranche D."
""Original Loan Agreement"	means a loan agreement dated 11 May 2016."
""Tranche D"	means the maximum principal amount of the loan provided for in Section 2.01(b)(4) or, as the context may require, the principal amount thereof from time to time outstanding."
""Tranche D Availability Date"	means the date, notified in writing by the Bank to the Borrower, as of which Tranche D has been made available to the Borrower."

9. The following defined terms in Section 1.02 of the Original Loan Agreement shall be deleted and replaced with the following:

""Tranche C"	means the maximum principal amount of the loan provided for in Section 2.01(b)(3) or, as the context may require, the principal amount thereof from time to time outstanding."
""TC Grant Agreements"	means: (a) <i>project implementation support</i>: an agreement to be entered into by the Bank and the Project Entity whereby the Bank would mobilise a TC Grant in the amount of up to EUR 2,109,600 to finance the provision of the project implementation support via the PIT. (b) <i>city mobility asset management and improvement plan</i>: an agreement to be entered into by the Bank and the Project Entity whereby the Bank would mobilise a TC Grant in the amount of up to EUR 300,000 to finance the preparation of the city mobility asset management and improvement plan; and (c) <i>parking strategy and associated action plan</i>: an agreement to be entered into by the Bank and the Project Entity whereby the Bank would mobilise a TC Grant in the amount of up to EUR 172,000 to finance the development of a long-term parking strategy and a

medium-term action plan for the parking sector, including identification of a pilot parking project."

10. Paragraph (a) of Section 2.01 of the Original Loan Agreement shall be deleted and replaced with the following:

"(a) The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of EUR 17,320,000."

11. Paragraph (b) of Section 2.01 of the Original Loan Agreement shall be deleted and replaced with the following:

"(b) The Loan shall consist of four Tranches, as follows:

- (1) Tranche A in the amount of EUR 5,300,000;
- (2) Tranche B in the amount of EUR 5,300,000;
- (3) Tranche C in the amount of EUR 4,000,000; and
- (4) Tranche D in the amount of EUR 2,720,000."

12. Paragraph (e) of Section 2.02 of the Original Loan Agreement shall be deleted and replaced with the following:

"(e) (1) The Borrower shall repay Tranche A, Tranche B and Tranche C in 24 semi-annual instalments on 16 April and 16 October of each year, with the first Loan Repayment Date being the Interest Payment Date falling on or immediately after the third anniversary of the Loan Agreement and the last Loan Repayment Date relating to Tranche A, Tranche B and Tranche C being 16 April 2031.

(2) The Borrower shall repay Tranche D in 24 semi-annual instalments on 16 April and 16 October of each year, with the first Loan Repayment Date for Tranche D being the Interest Payment Date falling on or immediately after the third anniversary of the Amendment Agreement No. 2 and the last Loan Repayment Date for Tranche D being 16 October 2038.

(3) Notwithstanding the foregoing, in the event that (i) the Borrower does not draw down the entire amount of Tranche A and/or Tranche B and/or Tranche C and/or Tranche D, as the case may be, prior to the first Loan Repayment Date applicable to the relevant Tranche specified in this Section 2.02.(e), and (ii) the Bank extends the Last Availability Date specified in Section 2.02.(f) below to a date which falls after such first Loan Repayment Date, then the amount of each drawdown made on or after the first Loan Repayment Date shall be allocated for repayment in equal amounts to the several Loan Repayment Dates which fall after the date of such drawdown (with the Bank adjusting the amounts so allocated as necessary so as to achieve whole numbers in each case). The Bank shall, from time to time, notify the Borrower of such allocations."

13. Paragraph (f) of Section 2.02 of the Original Loan Agreement shall be deleted and replaced with the following:

"(f) The Last Availability Date shall be 28 November 2028 or such later date that the Bank may in its sole and absolute discretion establish and notify to the Borrower."

14. Article V of the Original Loan Agreement shall be amended by adding a new Section 5.04-A before Section 5.05 as follows:

"Section 5.04-A. Conditions Precedent to Drawdown of Tranche D

The obligation of the Bank to make the first Drawdown of Tranche D shall be subject to the prior fulfilment, in form and substance satisfactory to the Bank, or at the sole discretion of the Bank the waiver, whether in whole or part and whether subject to conditions or unconditional, of the following conditions precedent:

(a) the opinion or opinions of counsel shall be given on behalf of the Borrower by the Minister of Justice that the Amendment Agreement No. 2 has been duly authorised or ratified by, and delivered on behalf of, the Borrower and constitutes a valid and legally binding obligation of the Borrower, enforceable in accordance with its terms; and

(b) all amounts under Tranche A, Tranche B, Tranche C and the Co-financing Grants under the Tranche A Grant Agreement and the Tranche B Grant Agreement have been fully utilised by the Borrower."

15. The address for EBRD in Section 6.01 of the Original Loan Agreement shall be amended as follows:

"For the Bank:

European Bank for Reconstruction and Development
5 Bank Street
London E14 4BG
United Kingdom

Attention: Operation Administration Department

Telephone: +44 20 7338 6000

E-mail: oad@ebrd.com"

16. Schedule 1 of the Original Loan Agreement shall be deleted and replaced with the following:

"SCHEDULE 1 - DESCRIPTION OF THE PROJECT

1. The purpose of the Project is to assist the Borrower in rehabilitation of roads and modernisation of public lighting in the city of Gyumri, comprising: (i) renewal of

asphalt and pavements including upgrade of water drainage infrastructure; (ii) building new pedestrian areas; (iii) rehabilitation of street lighting infrastructure; (iv) develop a parking strategy and action plan for the city of Gyumri; and (v) to prepare a city mobility asset management and improvement plan for the city of Gyumri.

2. The Project consists of the following Parts, subject to such modifications thereof as the Bank and the Borrower may agree upon from time to time:

Part A – Capital expenditures:

- Rehabilitation of selected roads (including footpaths and drainage and additional road safety works) (to be financed from Tranche A, Tranche B, Tranche C and Tranche D, as well as from the Co-Financing Grants under the Tranche A Grant Agreement and the Tranche B Grant Agreement);
- Upgrade of street lighting on the rehabilitated roads (to be financed from Tranche A, Tranche B and Tranche C, as well as from the Co-Financing Grants under the Tranche A Grant Agreement, the Tranche B Grant Agreement and the Tranche C Grant Agreement).

Part B - Technical Cooperation:

- Project Implementation Support Programme;
- City Mobility Asset Management and Improvement Plan;
- Parking Strategy and Action Plan.

3. The Project is expected to be completed by 28 November 2028."

17. The table of project costs as set out in the Attachment to Schedule 2 of the Original Loan Agreement shall be deleted and replaced with the following:

"Attachment to Schedule 2

Category	Amount of the Loan Allocated in the Loan Currency	Percentage of Expenditures to be Financed
(1) Goods, works and services for Part A of the Project:		
- Tranche A	EUR 5,034,000	up to 100% of contract value excluding any Taxes
- Tranche B	EUR 5,300,000	up to 100% of contract value excluding any Taxes
- Tranche C	EUR 4,000,000	up to 100% of contract value excluding any Taxes
- Tranche D	EUR 1,942,800	up to 100% of contract value excluding any Taxes

(2) Front-end Commission - Tranches A, B and C - Tranche D	EUR 146,000 EUR 27,200	100% 100%
(3) PIU Consultancy Services - Tranche A - Tranche D	EUR 120,000 EUR 750,000	up to 100% of contract value excluding any Taxes up to 100% of contract value excluding any Taxes
Total	EUR 17,320,000"	