



N2026-013A
3 February 2026

Honorable Minister Lasha Khutsishvili
Ministry of Finance of Georgia
16 V. Gorgasali Street, 0114
Tbilisi, Georgia


Dear Honorable Minister Khutsishvili,

Subject: Loan No. 6024-GEO: Letter Agreement #2 Amending Loan Agreement between Georgia and the Asian Development Bank (Ordinary Operations) (Livable Cities Investment Program) dated 9 December 2019

1. We refer to the Loan Agreement dated 9 December 2019 between Georgia ("Borrower") and Asian Development Bank ("ADB") for the captioned project, as amended ("Loan Agreement"). All capitalized terms used but not defined herein shall have the meaning given thereto in the Loan Agreement, unless the context requires otherwise.
2. Following a request from the Borrower dated 2 October 2025, on 15 December 2025, ADB approved an extension of the Loan Closing Date. Following the reorganization of the Ministry of Regional Development and Infrastructure (MRDI) of Georgia, one of the PRF Executing Agencies, ADB further approved, on 15 December 2025, the change concerning the PRF Executing Agency. To give effect to the changes, ADB proposes that the Loan Agreement be amended as follows:
 - (a) Sections 1.02(h), (k), and (s) of the Loan Agreement shall be amended by replacing all references to "Ministry of Regional Development and Infrastructure" and "MRDI" with "Ministry of Infrastructure" and "MOI", respectively.
 - (b) Section 3.05 of the Loan Agreement to be amended by replacing the reference to "30 December 2025" with "30 September 2028", as well as the paragraph 3 of schedule 1 (Description of the PRF Activities) of the Loan Agreement by replacing the reference to "31 August 2025" with "31 May 2028".
3. Save and except to the extent set out above, the Loan Agreement remains unchanged.
4. Pursuant to ADB's Access to Information Policy (2018) ("AIP"), the amendments to the Loan Agreement will be posted on ADB's website within 2 weeks from the date that the amendments become effective, after removing any information that falls within the AIP exceptions as specified by the Borrower.

5. Please indicate the Borrower's concurrence to the amendments set out in paragraph 2 of this letter agreement and to the terms of this letter agreement by countersigning each of the two originals of this letter agreement in the space indicated below. Please retain one signed original of this letter agreement for your records and return the other to ADB. The proposed amendments shall take effect on the date of receipt by ADB of the Borrower's signed original counterpart hereof together with notification by the Borrower on the fulfillment of all legal procedures necessary for its entry into force.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Lesley Bearman Lahm', written over a horizontal line.

Lesley Bearman Lahm
Country Director
Georgian Resident Mission

A. Accepted and agreed.

B. Confirmed that the amendments to the Loan Agreement do not contain information falling within the AIP exceptions.

For and on behalf of Borrower
Georgia

Name: Lasha Khetsishvili

Designation: Minister of Finance

Date: 11 February 2026

