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LOAN NUMBER: 6924-GEO

**LOAN AGREEMENT  
(Ordinary Operations)  
(Livable Cities Investment Program)**

between

GEORGIA

and

ASIAN DEVELOPMENT BANK

DATED 9 December 2019

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GEO. 63416

**LOAN AGREEMENT  
(Ordinary Operations)**

LOAN AGREEMENT dated 9 December 2019 between GEORGIA  
("Borrower") and ASIAN DEVELOPMENT BANK ("ADB").

**WHEREAS**

(A) the Borrower has applied to ADB for a loan under an ADB project readiness financing ("PRF") to finance preparatory activities for prospective projects ("PRF Activities") described in Schedule 1 to this Loan Agreement;

(B) the PRF Activities will be carried out by the PRF Executing Agencies (as defined hereinafter), and for this purpose, the Borrower will make available to the PRF Executing Agencies the proceeds of the loan provided for herein upon terms and conditions satisfactory to ADB; and

(C) ADB has agreed to make a loan to the Borrower from ADB's ordinary capital resources upon the terms and conditions set forth herein and in the Project Agreements (as defined hereinafter);

**NOW THEREFORE** the parties hereto agree as follows:

**ARTICLE I**

**Loan Regulations; Definitions**

**Section 1.01.** All the provisions of ADB's Ordinary Operations Loan Regulations, dated 1 January 2017 ("Loan Regulations"), are hereby made applicable to this Loan Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications:

- (a) The term "Project" wherever it appears in the Loan Regulations as a defined term, shall be substituted by the term "PRF Activities".
- (b) The term "Project Executing Agency" wherever it appears in the Loan Regulations as a defined term, shall be substituted by the term "PRF Executing Agency".

**Section 1.02.** Wherever used in this Loan Agreement, the several terms defined in the Loan Regulations have the respective meanings therein set forth unless modified herein or the context otherwise requires. Additional terms used in this Loan Agreement have the following meanings:

- (a) "Amortization Schedule" means the amortization schedule for repayment of the withdrawn principal amount of the Loan (in the event

that the Loan is not refinanced by ADB), as set forth in Schedule 2 to this Loan Agreement;

- (b) "Consulting Services" means consulting services as described in the Procurement Regulations and set out in the Procurement Plan, and to be financed out of the proceeds of the Loan;
- (c) "Ensuing Loan Agreement" means the loan agreement to be entered into between the Borrower and ADB for an Ensuing Project which also provides for refinancing of the Loan;
- (d) "Ensuing Project(s)" means the prospective project(s) to be financed by ADB that satisfy the selection criteria set forth in Schedule 1 to this Loan Agreement;
- (e) "Existing Loan Agreement" means the loan agreement entered into between the Borrower and ADB for an ongoing project financed by ADB, an amendment of which provides for refinancing of the Loan;
- (f) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2017, as amended from time to time);
- (g) "MDF" means the Municipal Development Fund of Georgia, a legal entity under Public Law (LEPL);
- (h) "MRDI" means the Ministry of Regional Development and Infrastructure of the Borrower;
- (i) "Nonconsulting Services" means nonconsulting services as described in the Procurement Regulations and set out in the Procurement Plan, and to be financed out of the proceeds of the Loan;
- (j) "PAM" means the project administration manual for the PRF Activities dated 13 September 2019 and agreed between the Borrower and ADB, as updated from time to time in accordance with the respective administrative procedures of the Borrower and ADB;
- (k) "PRF Executing Agency" means each of (i) MRDI or any successor thereto acceptable to ADB which is responsible for execution of projects in the Regions and (ii) TCH or any successor thereto acceptable to ADB which is responsible for the execution of projects in Tbilisi City, collectively "PRF Executing Agencies";
- (l) "PRF Implementing Agency" means each of (i) MDF or any successor thereto acceptable to ADB; (ii) RD or any successor thereto acceptable to ADB, (iii) UWSCG or any successor thereto and (iv) TDF or any successor thereto acceptable to ADB, collectively "PRF Implementing Agencies";
- (m) "Procurement Plan" means the procurement plan for the PRF Activities dated 13 September 2019 and agreed between the Borrower and ADB,

as updated from time to time in accordance with the Procurement Policy, the Procurement Regulations, and other arrangements agreed with ADB;

- (n) "Procurement Policy" means ADB's Procurement Policy – Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time);
- (o) "Procurement Regulations" means ADB's Procurement Regulations for ADB Borrowers – Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time);
- (p) "Project Agreement" means each project agreement entered into among ADB, MDF and UWSCG for the Regions and project agreement entered into among ADB, TCH and TDF for Tbilisi City, each as amended from time to time, collectively, "Project Agreements";
- (q) "Refinancing Date" means the date no later than the first Principal Payment Date that is either (i) the effective date of the Existing Loan Agreement; (ii) the effective date of the amended Existing Loan Agreement; or (iii) such other date as may from time to time be agreed between the Borrower and ADB;
- (r) "Regions" means any areas outside Tbilisi;
- (s) "RD" means the Roads Department of Georgia under MRDI;
- (t) "Services" means Consulting Services and Nonconsulting Services;
- (u) "SPS" means ADB's Safeguard Policy Statement (2009);
- (v) "TCH" means the Tbilisi City Hall in Tbilisi City;
- (w) "TDF" means the Tbilisi Development Fund, a non-profit legal entity (NPLE); and
- (x) "UWSCG" means the United Water Supply Company of Georgia Limited Liability Company.

## ARTICLE II

## The Loan

**Section 2.01.** (a) ADB agrees to lend to the Borrower from ADB's ordinary capital resources an amount of thirteen million five hundred fifty thousand Euros (€13,550,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.06 of this Loan Agreement.

(b) The Loan has a principal repayment period of 12 years, and a grace period as defined in subsection (c) hereinafter.

(c) The term "grace period" as used in subsection (b) hereinabove means the period prior to the first Principal Payment Date in accordance with the Amortization Schedule.

**Section 2.02.** The Borrower shall pay to ADB interest on the principal amount of the Loan withdrawn and outstanding from time to time at a rate for each Interest Period equal to the sum of:

(a) Euribar; and

(b) 0.60% as provided by Section 3.02 of the Loan Regulations less a credit of 0.10% as provided by Section 3.03 of the Loan Regulations;

**Section 2.03.** Interest on the Loan shall be payable semiannually on 15 February and 15 August in each year:

**Section 2.04.** The Borrower shall repay the principal amount of the Loan withdrawn from the Loan Account in accordance with the provisions of Schedule 2 to this Loan Agreement.

**Section 2.05.** In the event that the Loan is refinanced by ADB pursuant to an Ensuing Loan Agreement or an Existing Loan Agreement, on the Refinancing Date:

(a) the Borrower shall repay the principal amount of the Loan withdrawn from the Loan Account along with any interest accrued hereunder in accordance with the terms of the Ensuing Loan Agreement or the Existing Loan Agreement; and

(b) the right of the Borrower to make withdrawals from the Loan Account shall terminate and any unwithdrawn amount of the Loan shall be cancelled.

**Section 2.06.** (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management:

(i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, whether withdrawn and outstanding or unwithdrawn, to an Approved Currency;

- (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding from a Floating Rate to a Fixed Rate, or vice versa; and
- (iii) the setting of limits on the Floating Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on said Floating Rate.

(b) Any conversion requested pursuant to subsection (a) hereinabove that is accepted by ADB shall be considered a "Conversion", as defined in Section 2.01(f) of the Loan Regulations, and shall be effected in accordance with the provisions of Article V of the Loan Regulations and the Conversion Guidelines.

### ARTICLE III

#### Use of Proceeds of the Loan

**Section 3.01.** The Borrower shall make the proceeds of the Loan available to the PRF Executing Agencies upon terms and conditions satisfactory to ADB for the purpose of carrying out their respective parts of the PRF Activities, and shall cause the PRF Executing Agencies to apply such proceeds exclusively to the financing of expenditures relating to the PRF Activities in accordance with the provisions of this Loan Agreement and the relevant Project Agreements.

**Section 3.02.** The proceeds of the Loan shall be allocated and withdrawn in accordance with the provisions of Schedule 3 to this Loan Agreement, as such Schedule may be amended from time to time by agreement between the Borrower and ADB.

**Section 3.03.** Except as ADB may otherwise agree, the Borrower shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Loan in accordance with the provisions of Schedule 4 to this Loan Agreement.

**Section 3.04.** Withdrawals from the Loan Account in respect of Services shall be made only on account of expenditures relating to:

- (a) Services which are supplied from such member countries of ADB as shall have been specified by ADB from time to time as eligible sources for procurement; and
- (b) Services which meet such other eligibility requirements as shall have been specified by ADB from time to time.

**Section 3.05.** The Loan Closing Date for the purposes of Section 9.02 of the Loan Regulations shall be 30 December 2023 or such other date as may from time to time be agreed between the Borrower and ADB.

## ARTICLE IV

## Particular Covenants

**Section 4.01.** In the carrying out of the PRF Activities, the Borrower shall perform, or cause to be performed, all obligations set forth in Schedule 4 to this Loan Agreement.

**Section 4.02.** (a) The Borrower, through the PRF Executing Agencies and/or PRF Implementing Agencies, shall (i) maintain separate accounts and records for the PRF Activities; (ii) prepare annual financial statements for the PRF Activities in accordance with financial reporting standards acceptable to ADB; (iii) have such financial statements audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with auditing standards acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report, which includes the auditors' opinion(s) on the financial statements and the use of the Loan proceeds, and a management letter (which sets out the deficiencies in the internal control of the PRF Activities that were identified in the course of the audit, if any); and (v) furnish to ADB, no later than 6 months after the end of each related fiscal year, copies of such audited financial statements, audit report and management letter, all in the English language; and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(b) ADB shall disclose the annual audited financial statements for the PRF Activities and the opinion of the auditors on the financial statements within 14 days of the date of ADB's confirmation of their acceptability by posting them on ADB's website.

(c) The Borrower shall enable ADB, upon ADB's request, to discuss the financial statements for the PRF Activities and the Borrower's financial affairs where they relate to the PRF Activities with the auditors appointed pursuant to subsection (a)(iii) hereinaabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided that such discussions shall be conducted only in the presence of an authorized officer of the Borrower, unless the Borrower shall otherwise agree.

**Section 4.03.** The Borrower, through the PRF Implementing Agencies, shall enable ADB's representatives to inspect the PRF Activities and any relevant records and documents.

**Section 4.04.** The Borrower shall take all actions which shall be necessary on its part to enable the PRF Executing Agencies and the PRF Implementing Agencies to perform their obligations under the Project Agreements, and shall not take or permit any action which would interfere with the performance of such obligations.

**ARTICLE V**

**Effectiveness**

**Section 6.01.** A date 60 days after the date of this Loan Agreement is specified for the effectiveness of this Loan Agreement for the purposes of Section 10.04 of the Loan Regulations.

**ARTICLE VI**

**Miscellaneous**

**Section 6.01.** The Minister of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 12.02 of the Loan Regulations.

**Section 6.02.** The following addresses are specified for the purposes of Section 12.01 of the Loan Regulations:

**For the Borrower**

Ministry of Finance  
16 V. Gorgasali Street, 0114  
Tbilisi, Georgia

Facsimile Number:

(99532) 2262 423

**For ADB**

Asian Development Bank  
6 ADB Avenue  
Mandaluyong City  
1550 Metro Manila  
Philippines

Facsimile Numbers:


(632) 8636-2444  
(632) 8636-2484.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Loan Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of ADB.

GEORGIA

By   
IVANE MATCHAVARIANI  
Minister  
Ministry of Finance

ASIAN DEVELOPMENT BANK

By   
SHANE ROSENTHAL  
Country Director  
Georgia Resident Mission

## SCHEDULE 1

### Description of the PRF Activities

1. The PRF Activities for the Ensuing Projects shall comprise:
  - (a) feasibility studies and detailed design documentation and validation of detailed design documentation already completed;
  - (b) advance procurement actions including preparation of procurement documents and activities; and
  - (c) capacity development and institutional strengthening activities for implementing and managing urban and tourism infrastructure and services, including the preparation of an institutional capacity building plan for each key urban service provider (i.e. water supply and sanitation, solid waste management and urban transport) and training on procurement, contract management, safeguards and anticorruption measures.
  
2. Unless otherwise agreed between the Borrower and ADB, the PRF Activities are expected to support preparation of the Ensuing Projects in urban and tourism infrastructure and services that satisfy the following selection criteria:
  - (a) Relevance: In line with the priorities of the Borrower and ADB for urban sector development, as outlined in the country partnership strategy, or are listed in the country operations business plan;
  - (b) Safeguards: Meet the requirements of the SPS;
  - (c) Technical: The executing agency(ies) and/or implementing agency(ies) agree to carry out the needed detailed climate change risk analysis and include climate change resilience measures as part of the detailed design activities as required;
  - (d) Governance: The proposed executing agency(ies) and/or implementing agency(ies) have been assessed sufficient for having the capacity to undertake the required financial management and procurement activities. If the capacity of the proposed specific executing agency or implementing agency is assessed inadequate, the executing agency or implementing agency will be required to agree to include the mitigation measures proposed by ADB; and
  - (e) Sustainability: The executing agency(ies) and/or implementing agency(ies) agree to include measures to improve project sustainability as part of the project scope.
  
3. The PRF Activities are expected to be completed by 31 August 2023.

**SCHEDULE 2****Amortization Schedule**

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (Installment Share). If the proceeds of the Loan shall have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by ADB by multiplying (a) the total principal amount of the Loan withdrawn and outstanding as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date.

<u>Payment Due</u>	<u>Installment Share</u> (Expressed as a %)
15 February 2023	0.542983
15 August 2023	0.624431
15 February 2024	0.718095
15 August 2024	0.825809
15 February 2025	0.948681
15 August 2025	1.082133
15 February 2026	1.256663
15 August 2026	1.444346
15 February 2027	1.660997
15 August 2027	1.810147
15 February 2028	2.196869
15 August 2028	2.528169
15 February 2029	2.995695
15 August 2029	3.340859
15 February 2030	3.841988
15 August 2030	4.418286
15 February 2031	5.081029
15 August 2031	5.843183
15 February 2032	6.719861
15 August 2032	7.727610
15 February 2033	8.886762
15 August 2033	10.219764
15 February 2034	11.752729
15 August 2034	13.515631
<b>Total</b>	<b>100.000000</b>

2. If the proceeds of the Loan shall not have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

- (a) to the extent that any proceeds of the Loan shall have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the amount withdrawn and outstanding as of such date in accordance with paragraph 1 of this Schedule; and
- (b) any withdrawal made after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by ADB by multiplying the amount of each such withdrawal by a fraction, the numerator of which shall be the original installment share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (the Original Installment Share) and the denominator of which shall be the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date.

3. Withdrawals made within 2 calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the withdrawn principal amount of the Loan to an Approved Currency, the amount so converted in said Approved Currency that shall be repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by ADB by multiplying such amount in its currency of denomination (immediately prior to said Conversion) by either (a) the exchange rate that reflects the amounts of principal in said Approved Currency payable by ADB under the Currency Hedge Transaction relating to said Conversion; or (b) if ADB so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

5. If the principal amount of the Loan withdrawn and outstanding from time to time shall be denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.

**SCHEDULE 3**

**Allocation and Withdrawal of Loan Proceeds**

**General**

1. The table attached to this Schedule sets forth the Categories of items of expenditure to be financed out of the proceeds of the Loan and the allocation of the Loan proceeds to each such Category ("Table"). (Reference to "Category" in this Schedule is to a Category or Subcategory of the Table.)

**Basis for Withdrawal from the Loan Account**

2. Except as ADB may otherwise agree, the proceeds of the Loan shall be allocated to items of expenditure, and disbursed on the basis of the withdrawal percentage for each item of expenditure set forth in the Table.

**Interest Charges**

3. The amount allocated to Category "Interest during Implementation" is for financing interest on the Loan during implementation period of the FRP Activities. ADB shall be entitled to withdraw from the Loan Account and pay to itself, on behalf of the Borrower, the amounts required to meet payments, when due, of such interest charges.

**Reallocation**

4. Notwithstanding the allocation of Loan proceeds and the withdrawal percentages set forth in the Table,

- (a) If the amount of the Loan allocated to any Category appears to be insufficient to finance all agreed expenditures in that Category, ADB may, in consultation with the Borrower, (i) reallocate to such Category, to the extent required to meet the estimated shortfall, amounts of the Loan which have been allocated to another Category but, in the opinion of ADB, are not needed to meet other expenditures, and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the withdrawal percentage applicable to such expenditures in order that further withdrawals under such Category may continue until all expenditures thereunder shall have been made; and
- (b) If the amount of the Loan allocated to any Category appears to exceed all agreed expenditures in that Category, ADB may, by notice to the Borrower, reallocate such excess amount to any other Category.

**Disbursement Procedures**

5. Except as ADB may otherwise agree, the Loan proceeds shall be disbursed in accordance with the Loan Disbursement Handbook.

Retrospective Financing

6. Withdrawals from the Loan Account may be made to finance eligible expenditures incurred under the PRF Activities before the Effective Date, but not earlier than 12 months before the date of this Loan Agreement in connection with Consulting Services and pre-implementation support, subject to a maximum amount equivalent to 20% of the Loan amount.

TABLE

<b>ALLOCATION AND WITHDRAWAL OF LOAN PROCEEDS*</b>			
<b>Number</b>	<b>Item</b>	<b>Total Amount Allocated for ADB Financing</b>	<b>Basis for Withdrawal from the Loan Account</b>
		<b>Category</b>	
<b>1</b>	<b>Consulting Services for FSEBPS, ICBMUIS, and Audit</b>	<b>€12,270,000</b>	<b>100% of total expenditure claimed*</b>
<b>2</b>	<b>Interest during Implementation</b>	<b>€50,000</b>	<b>100% of total amount due</b>
<b>3</b>	<b>Unallocated</b>	<b>€1,230,000</b>	
	<b>TOTAL</b>	<b>€13,550,000</b>	

FSEBPS = feasibility study, engineering, design and procurement support; ICBMUIS = institutional capacity building for implementing and managing urban infrastructure and services.  
\*Exclusive of taxes and duties within territory of the Borrower.

**SCHEDULE 4****Execution of PRF Activities****Implementation Arrangements**

1. The Borrower shall ensure, or cause the PRF Executing Agencies and/or the PRF Implementing Agencies to ensure, that the PRF Activities are implemented in accordance with the detailed arrangements set forth in the PAM. Any subsequent change to the PAM shall become effective only after approval of such change by the PRF Implementing Agencies and ADB. In the event of any discrepancy between the PAM and this Loan Agreement, the provisions of this Loan Agreement shall prevail.

**Safeguards**

2. The Borrower shall ensure, or cause the PRF Executing Agencies and/or the PRF Implementing Agencies to ensure, that the PRF Activities do not have any environmental, indigenous peoples or involuntary resettlement impacts, all within the meaning of the SPS.

**Prohibited List of Investments**

3. The Borrower shall ensure, or cause the PRF Executing Agencies and/or the PRF Implementing Agencies to ensure, that no proceeds of the Loan are used to finance any activity included in the list of prohibited investment activities provided in Appendix 5 of the SPS.

**Procurement**

4. The Borrower shall, or cause the PRF Executing Agencies and/or the PRF Implementing Agencies to ensure, that

- (a) the procurement of Services is carried out in accordance with the Procurement Policy and the Procurement Regulations;
- (b) Services shall be procured based on the detailed arrangements set forth in the Procurement Plan, including the procurement and selection methods, the type of bidding documents, and ADB's review requirements. The Borrower may modify the detailed arrangements set forth in the Procurement Plan only with the prior agreement of ADB, and such modifications must be set out in updates to the Procurement Plan.
- (c) (i) all Services obtained do not violate or infringe any industrial property or intellectual property right or claim of any third party; and (ii) all contracts for the procurement of Services contain appropriate representations, warranties and, if appropriate, indemnities from the contractor, supplier, consultant or service provider with respect to the matters referred to in this subparagraph.

Counterpart Support

5. The Borrower shall ensure that the PRF Implementing Agencies have sufficient funds to satisfy its liabilities arising from any Services contract.

Good Governance and Anticorruption

6. The Borrower, PRF Executing Agencies, and the PRF Implementing Agencies shall (a) comply with ADB's Anticorruption Policy (1988, as amended to date) and acknowledge that ADB reserves the right to investigate directly, or through its agents, any alleged corrupt, fraudulent, collusive or coercive practice relating to the PRF Activities; and (b) cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation.
7. The Borrower, through the PRF Executing Agencies and the PRF Implementing Agencies, shall ensure that the anticorruption provisions acceptable to ADB are included in all bidding documents and contracts, including provisions specifying the right of ADB to audit and examine the records and accounts of the PRF Executing Agencies, the PRF Implementing Agencies and all contractors, suppliers, consultants, and other service providers as they relate to the PRF Activities.

პატივცემული მინისტრი ლაშა ხუციშვილი  
ფინანსთა სამინისტრო  
გ. გორგასლის ქუჩა 16, 0114  
თბილისი, საქართველო

ბეირფასო პატივცემულო მინისტრო, ხუციშვილო

საკითხი: სესხის წიგნი 6024 – GBO: 2019 წლის 9 დეკემბრის საქართველოსა და აზიის განვითარების ბანკს შორის სასესხო შეთანხმების (ჩვეულებრივი ოპერაციები) (საცხოვრებლად ვარჯისი ქალაქების საინვესტიციო პროგრამა) IPI ცვლილების წერილ-შეთანხმება

1. ჩვენ ვუთითებთ საქართველოსა („მსესხებელი“) და აზიის განვითარების ბანკს („ADB“) შორის 2019 წლის 9 დეკემბრით დათარიღებულ სასესხო შეთანხმებაზე აღნიშნული პროექტისათვის („სასესხო შეთანხმება“), როგორც ეს შესწორებულია. თუ კონტრაქტი სხვაგვარად არ მოითხოვს, წინამდებარე დოკუმენტში მოცემულ ტერმინებს, რომლებიც არ არის განმარტებული, ენიჭებათ სასესხო შეთანხმების ფარგლებში მათთვის მინიჭებული მნიშვნელობა.

2. 2023 წლის 18 აპრილით დათარიღებული საქართველოს („მსესხებელი“) მოთხოვნის შესაბამისად, 2023 წლის 24 ივლისს ADB-მ დაამტკიცა ცვლილებები პროექტის განხორციელების ღონისძიებებში და სესხის დახურვის თარიღისა და PRF აქტივებების თარიღის გახანგრძლივება. ცვლილებების ძალაში შესვლის მიზნით, ADB გთავაზობთ სასესხო შეთანხმება შეიცვალოს შემდეგნაირად.

(ა) პუნქტი 1.02 (ლ) და (მ) უნდა წაიშალოს და ჩანაცვლდეს:

(ლ) „PRF-ის განმახორციელებელი უწყება“ გულისხმობს (i) MRDI-ს ან მის წებისმიერ სამართალმემკვიდრეს, რომელიც მისაღები იქნება ADB-სთვის და პასუხისმგებელი იქნება პროექტების განხორციელებაზე რეგიონებში; (ii) TCH-ს ან მის წებისმიერ სამართალმემკვიდრეს, რომელიც მისაღები იქნება ADB-სთვის და პასუხისმგებელი იქნება პროექტების განხორციელებაზე თბილისში; (iii) MOESD ან მის წებისმიერ სამართალმემკვიდრეს, რომელიც მისაღები იქნება ADB-სთვის და პასუხისმგებელი იქნება პროექტის განხორციელებაზე; და (iv) წებისმიერი განმახორციელებელი უწყება/უწყებები, რომლებიც პასუხისმგებელია პროექტის განხორციელებაზე, მთლიანად ან ნაწილობრივ, რომლებიც ერთობლივად მოიხსენიებიან, როგორც „PRF-ის განმახორციელებელი უწყებები“;

(მ) „PRF შემსრულებელი უწყება“ ნიშნავს თითოეულ (i) MDF-ს ან მის წებისმიერ სამართალმემკვიდრეს, რომელიც მისაღები იქნება ADB-სთვის (ii) RD ან მის წებისმიერ სამართალმემკვიდრეს, რომელიც მისაღები იქნება ADB-სთვის; (iii) UWSCG ან მის წებისმიერ სამართალმემკვიდრეს, რომელიც მისაღები იქნება ADB-სთვის; (iv) TDF ან მის წებისმიერ სამართალმემკვიდრეს, რომელიც მისაღები ADB-სთვის; (v) SUDA ან მის წებისმიერ სამართალმემკვიდრეს, რომელიც მისაღები ADB-სთვის; და (vi) ან წებისმიერი შემსრულებელი უწყება/უწყებები ან მისი წებისმიერი სამართალმემკვიდრე, რომელიც მისაღები ADB-სთვის, რომლებიც ერთობლივად მოიხსენიებიან, როგორც „PRF შემსრულებელი უწყებები“;

აზიის განვითარების ბანკი  
საქართველოს ადგილობრივი წარმომადგენლობა  
გ. ტახიძის I  
თავისუფლების მოედანი  
0114 ქ. თბილისი, საქართველო  
Tel: +995 32 225 0619 Fax +995 32 225 0622  
www.adb.org/georgia

(ბ) შემდეგი ტერმინები უნდა დაემატოს 1.02 პუნქტს, და ქვეპუნქტები (თ) - (ჩ) ვადაინოზრება შესაბამისად.

(თ) „MOESD“ ნიშნავს მსესხებლის ეკონომიკისა და მდგრადი განვითარების სამინისტროს;

(ი) „SUD“ ნიშნავს საჯარო სამართლის იურადიული პირი (სსიპ) - სივრცითი და ქალაქთმშენებლობითი განვითარების სააგენტოს;

(კ) სასესიო შეთანხმების პუნქტი 3.05 შეცვალოს და მითითება 2023 წლის 30 დეკემბერზე ჩანაცვლდეს 2025 წლის 30 დეკემბრით. ასევე ვანრივი 1-ის (PRF აქტივობების აღწერა) მე-3 პარაგრაფი და მითითება 2023 წლის 31 აგვისტოზე ჩანაცვლდეს 2025 წლის 31 აგვისტოთი.

3. გარდა მემოთ აღნიშნული ზომებისა, სასესიო შეთანხმება რჩება უცვლელი.

4. ADB-ის ინფორმაციის ხელმისაწვდომობის პოლიტიკის (2018) („AIP“) შესაბამისად, სასესიო შეთანხმების ცვლილებები განთავსდება ADB-ის ვებ გვერდზე ცვლილების ძალაში შესვლის დღიდან 2 კვირის განმავლობაში, მას შემდეგ, რაც წამდება ნებისმიერი ინფორმაცია, რომელიც მიეკუთვნება მსესხებლის მიერ განსაზღვრულ AIP გამონაკლისებს.

5. გთხოვთ, მიუთითოთ მსესხებლის თანხმობა წინამდებარე წერილი-შეთანხმების მე-2 პუნქტში გათვალისწინებულ ცვლილებებზე და აღნიშნული წერილის პირობების მსესხებლის მიერ დასადასტურებლად გთხოვთ, ხელი მოაწეროთ ცვლილების წერილი-შეთანხმების ორ ორიგინალს. ვამოკიდებ ადგილას. გთხოვთ, შეინახოთ ამ წერილი-შეთანხმების ერთი ხელმოწერილი ორიგინალი თქვენი ჩანაწერებისთვის და მეორე დაუბრუნოთ ADB-ს. შემოთავაზებული ცვლილებები ძალაში შევა ADB-ის მიერ ამ წერილი-შეთანხმების მსესხებლის მიერ ორიგინალის მიღების თარიღიდან მსესხებლის მიერ მისი ძალაში შესვლისთვის აუცილებელი ყველა სამართლებრივი პროცედურის შესრულების შესახებ შეტყობინებასთან ერთად.

პატივისცემით,

ლესლი ბეარშენ ლაში

ექსეკუტიული დირექტორი

საქართველოს ადგილობრივი წარმომადგენლობა

ა. მიღებული და შეთანხმებულია.

ბ. დადასტურებულია, რომ სასესიო შეთანხმების ცვლილებები არ შეიცავს ინფორმაციას, რომელიც ხდება AIP-ის გამონაკლისებში.

საქართველოსთვის და მისი სახელით  
სახელი: ლაშა ხუციშვილი  
თანამდებობა: ფინანსთა მინისტრი  
თარიღი: 31 ოქტომბერი, 2023

საგარეო ურთიერთობების სამინისტროს  
საგარეო ურთიერთობების განყოფილება

თარგმანის ბიურო

საგარეო ურთიერთობების რეგისტრაცია № 0353/1-2

თარიღი: 12.10.2023

დასტურებულია

Ministry of Foreign Affairs of Georgia  
TRANSLATION BUREAU  
of International Agreements of Georgia



30 October 2023

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

Dear Honorable Minister Khutsishvili,

**Subject:** Loan No. 6024 – GEO: Letter Agreement #1 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 ("Loan Agreement"), as amended. 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 Georgia ("Borrower") dated 18 April 2023, ADB approved, on 24 July 2023, changes in the Project implementation arrangements, and an extension of the Loan Closing Date and PRF Activities Date. To give effect to the changes, ADB proposes that the Loan Agreement be amended as follows:

(a) Section 1.02(k) and (l) shall be deleted and replaced by:

- (k) "PRF Executing Agency" means each of (i) MRDI or any successor thereto acceptable to ADB which is responsible for execution of projects in the Regions; (ii) TCH or any successor thereto acceptable to ADB which is responsible for the execution of projects in Tbilisi City; (iii) MOESD or any successor thereto acceptable to ADB which is responsible for execution of the project; and (iv) any new executing agency/agencies or any successor thereto acceptable to ADB which is responsible for execution for the project, in part or in whole, collectively "PRF Executing Agencies";
- (l) "PRF Implementing Agency" means each of (i) MDF or any successor thereto acceptable to ADB (ii) RD or any successor thereto acceptable to ADB; (iii) UWSCG or any successor thereto acceptable to ADB; (iv) TDF or any successor thereto acceptable to ADB, (v) SUDA or any successor thereto acceptable to ADB; and (vi) any new implementing agency/agencies or any successor thereto acceptable to ADB, collectively "PRF Implementing Agencies";

- (b) The following terms shall be added under Section 1.02, and subsections (h)-(z) shall be renumbered accordingly.
- (h) "MOESD" means the Ministry of Economy and Sustainable Development of the Borrower;
- (v) "SUDA" means the Spatial and Urban Development Agency; a legal entity under Public Law (LEPL);
- (c) Section 3.05 of the Loan Agreement to be amended by replacing the reference to "30 December 2023" with "30 December 2025" 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 2023" with "31 August 2025".

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 counterpart hereof together with notification by the Borrower on the fulfillment of all legal procedures necessary for its entry into force.

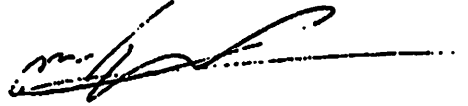
Yours sincerely,

  
\_\_\_\_\_  
Lesley Bearman Lahm  
Country Director  
Georgia 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 Khutsishvili

Designation: Minister of Finance

Date: 31/10/2023