

30-May-2023

H.E. Lasha Khutsishvili  
 Minister of Finance  
 Ministry of Finance  
 16 Gorgasali Street,  
 Tbilisi, Georgia

Excellency,

**Re: Georgia: Log-In Georgia Project (Loan No. 9161-GE)**  
**Amendment No. 1 to the Loan Agreement**

We refer to: (i) the Loan Agreement between Georgia (the “Borrower”) and the International Bank for Reconstruction and Development (the “Bank”) dated August 31, 2020, for the above-mentioned Log-In Georgia Project (the “Loan Agreement”); and to (ii) the Borrower’s letter dated December 19, 2022, requesting certain amendments to the Loan Agreement. The capitalized terms used in this amendment letter (the “Amendment Letter”) and not defined herein have the meanings ascribed to them in the Loan Agreement.

We are pleased to inform you that the Bank agrees to amend the Loan Agreement as follows:

1. The table under Part A. of Section III. Withdrawal of Loan Proceeds set forth under Schedule 2 to the Loan Agreement is amended in its entirety to read as follows:

Category	Amount of the Loan Allocated (expressed in Euro)	Percentage of Expenditures to be financed inclusive of Taxes
(1) Goods, works, non-consulting services, consulting services under Part A.1 of the Project	34,700,000	100% until the effectiveness date of this amendment; 50% thereafter
(2) Goods, works, non-consulting services, consulting services, and Operating Costs for the Project, except Part A.1	910,750	100%
(3) Front-end Fee	89,250	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(4) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 4.05 (c) of the General Conditions
<b>TOTAL AMOUNT</b>	<b>35,700,000</b>	

2. The following new Sections are added to the Appendix. The remaining sections are renumbered accordingly.

3. “Co-financier” means European Investment Bank (EIB).

4. “Co-financing” means, for purposes of paragraph 17 of the Appendix to the General Conditions, an amount of €34,000,000 to be provided by the Co-financier to assist in financing the Project.

5. “Co-financing Agreement” means the agreement entered into between Georgia and the Co-financier (Finance Contract “Rural Fibre Network Georgia”), dated November 25, 2021 providing for the Co-financing.”

Except as specifically amended in this Amendment Letter, all other provisions of the Loan Agreement remain in full force and effect. Please confirm your agreement to the amendments set out above by countersigning this Amendment Letter. This Amendment Letter shall become effective upon: (i) receipt by the Bank of the countersigned and validated copy of this Amendment Letter through DocuSign; (ii) receipt by the Bank of the Borrower’s confirmation of completion of ratification procedures under the laws of Georgia and confirmation of completion of all internal procedures under the laws of Georgia; and (iii) notification by the Bank of the effectiveness of this Amendment Letter.

Sincerely,


**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT**



Sebastian A Molineus  
Country Director for the South Caucasus  
Eastern Europe  
Europe and Central Asia

**CONFIRMED AND AGREED:**

**GEORGIA**

By:   
Authorized Representative

Name: Lasha Khutsishvili

Title: Minister

Date: 30-May-2023