

European Bank
for Reconstruction and Development

Republic of Moldova
Ministry of Finance
7 Constantin Tanase Street
Chisinau, MD 2005
Moldova

Attention: Public Debt Department

Email: cancelaria@mf.gov.md

14 January 2025

Dear Sir/Madam,

Subject: GrCF2 W1 - Balti District Heating Phase 2 – Operation No. 52019

1. Please refer to:

   i. the loan agreement dated 24 December 2021 (the "**Loan Agreement**") between Republic of Moldova (the "**Borrower**") and European Bank for Reconstruction and Development (the "**EBRD**" or the "**Bank**");

   ii. the Bank's Standard Terms and Conditions dated 5 November 2021 (the "**ST&C**").

2. Words and expressions defined in the Loan Agreement and ST&C have the same meanings when used in this letter agreement unless otherwise provided or the context otherwise requires. References in this letter agreement to a Section or Schedule are to the specified Section or Schedule of or to the Loan Agreement unless otherwise indicated.

3. Effective from the Effective Date (as defined in paragraph 5 below), Section 2.01 (*Amount and Currency*) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

   "*The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of up to EUR 15,000,000, which consists of:*

   (a) the Tranche 1 Loan of up to EUR 11,000,000 which consists of:

      (1) the Tranche 1 EBRD Loan in the amount of up to EUR 10,000,000, such amount being contributed from the EBRD Resources, and

      (2) the GCF Loan in the amount of up to EUR 1,000,000, such amount being contributed from the GCF Special Funds Resources; and

   (b) *the Tranche 2 Loan in the amount of up to EUR 4,000,000, such amount being contributed from the EBRD Resources.*"

4. Subject to paragraph 5of this letter agreement, it is hereby agreed that, effective from the Effective Date, the Attachment to Schedule 2 of the Loan Agreement is hereby deleted in its entirety and replaced with the following table:

"*Attachment to Schedule 2*

Category, excluding any applicable tax	*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 1 EBRD Loan*	*10,000,000*	*100%*
(2) Goods, works and services only for Part A(ii) of the Project: *- GCF Loan*	*1,000,000*	*100%*
(3) Part B of the Project *- Tranche 2 Loan*	*4,000,000*	*100%*
Total	*15,000,000*	*100%*

"

5. This letter agreement shall constitute an amendment to the Loan Agreement, and, except for the amendments provided herein, the Loan Agreement shall continue in full force and effect; provided that this letter agreement and the amendments contained herein shall take effect from the date upon which it has been accepted by the Borrower in the form requested in paragraph 10 below (the "**Effective Date**").

6. This letter agreement does not affect or otherwise modify in any manner the Borrower's repayment obligations under Section 2.02(e) (*Other Financial Terms of the Loan*) of the Loan Agreement or modify any other obligations of the Borrower under the Loan Agreement.

7. The contents of this letter agreement shall not impair any right, power or remedy of EBRD with respect to any Events of Acceleration or be construed as a waiver thereof or an acquiescence therein.

8. This letter agreement shall be governed and construed in accordance with the English law.

9. The provisions of Article VIII (*Enforceability; Dispute Resolution*), and Sections 10.01 (*Notices*) and 10.05 (*Execution in Counterparts*) of the ST&C 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*, provided that Section 6.01 (*Notices*) with respect to EBRD shall read as follows:

"*For EBRD:*

European Bank for Reconstruction and Development
5 Bank Street
London E14 4BG
United Kingdom
Attention: *Banking Services / Operation No. 52019*

Telephone: *+44 20 7338 6000*
Email: *bankingservices@ebrd.com*"

10. 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,

.....

Danijela Vukmirovic
Principal, Portfolio Manager
Banking Services

Acknowledged and agreed by the Borrower:
REPUBLIC OF MOLDOVA

By _____
Name: Dorin Junghietu
Title: Minister of Energy
Date: 16 May 2025