

Սույնով հավաստվում է, որ կցված տեքստը Հայաստանի Հանրապետության և Վերակառուցման և զարգացման եվրոպական բանկի միջև «Երևանի մաքսային և լոգիստիկ կենտրոն» վարկային 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՝**



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Լևոն Սարգսյան

(Operation Number 54835)

LOAN AGREEMENT
(Yerevan Customs and Logistics Centre)

between

REPUBLIC OF ARMENIA

and

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

Dated 19 September 2025

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LOAN AGREEMENT

AGREEMENT dated 19 September 2025 between **REPUBLIC OF ARMENIA** (the "Borrower") and **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT** (the "Bank").

PREAMBLE

WHEREAS, the Bank has been established to provide financing for specific projects to foster the transition towards open market-oriented economies and to promote private and entrepreneurial initiative in certain countries committed to and applying the principles of multiparty democracy, pluralism and market economics;

WHEREAS, the Borrower intends to implement the Project as described in Schedule 1 which is designed to assist the Borrower in the construction of a Customs and Logistics Centre ("CLC") near Yerevan, Armenia (the "Project");

WHEREAS, the Borrower has requested assistance from the Bank in financing part of the Project;

WHEREAS, the Bank has agreed to make available investment grant funding provided by the European Union under the EU Neighbourhood Investment Platform (EU NIP) to assist in the financing of the Project in an amount of EUR 6,000,000, subject to the terms and conditions of a grant agreement to be entered into between the Bank and the Borrower (the "Grant Agreement");

WHEREAS, the Bank has agreed to make available technical cooperation (the "TC") funds to assist the Borrower in implementing the Project, including grants administered by the Bank and financed by international donors, subject to the terms and conditions to be set forth in the respective TC grant agreements; and

WHEREAS, the Bank has agreed on the basis of, *inter alia*, the foregoing to make a loan to the Borrower in the amount of up to EUR 39,000,000, subject to the terms and conditions set forth or referred to in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I - STANDARD TERMS AND CONDITIONS; DEFINITIONS

Section 1.01. Incorporation of Standard Terms and Conditions

All of the provisions of the Bank's Standard Terms and Conditions dated 5 November 2021 are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein (such provisions as so modified are hereinafter called the "Standard Terms and Conditions").

Section 1.02. Definitions

Wherever used in this Agreement (including the Preamble and Schedules), unless stated otherwise or the context otherwise requires, the terms defined in the Preamble have the respective meanings given to them therein, the terms defined in the Standard Terms and Conditions have the respective meanings given to them therein and the following terms have the following meanings:

"Authorisation" means any consent, registration, filing, agreement, notarisation, certificate, license, approval, permit, authority or exemption from, by or with any Governmental Authority, whether given or withheld by express action or deemed given or withheld by failure to act within any specified time period and all corporate, creditors' and shareholders' approvals or consents.

"Borrower's Authorised Representative" means the Minister of Finance of the Borrower.

"ClientNet" means the Bank's online portal for the transmission of documents and information between the Bank and its clients, and any replacement website as the Bank may from time to time notify the Borrower.

"Designated Performance Requirements" means Performance Requirements 1 through 8 and 10 (or, as the context may require, any one of such Performance Requirements) of the Performance Requirements dated April 2019 and related to the Bank's Environmental and Social Policy dated April 2019.

"Enforcement Policy and Procedures" means the Bank's Enforcement Policy and Procedures dated 4 October 2017.

"Environmental and Social Action Plan"	means the plan of environmental and social mitigation and improvement measures adopted in March 2024 by the Project Implementing Agency and approved by the Bank in accordance with Section 3.04(b) and attached in Schedule 4 hereto, as such plan may be amended from time to time with the prior written consent of the Bank in accordance with Section 3.04(e).
"Environmental and Social Client Disclosure Documentation"	means the written information furnished by or on behalf of the Borrower to the Bank pursuant to the environmental and social due assessment report dated March 2024, containing information relating, inter alia, to Environmental and Social Matters and any amendment or supplement to such information which is accepted by the Bank.
"Environmental and Social Law"	means any applicable law in any relevant jurisdiction, concerning the protection of the environment, workers, communities or project affected people.
"Environmental and Social Matter"	means any matter that is the subject of any Environmental and Social Law, any Designated Performance Requirement or the Environmental and Social Action Plan.
"Fiscal Year"	means the Borrower's fiscal year commencing on 1 st January of each year.
"Governmental Authority"	means the government of the Borrower, or of any subdivision thereof, whether state, regional or local, and any agency, authority, branch, department, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government or any subdivision thereof (including any supra-national bodies), and all officials, agents and representatives of each of the foregoing.
"Green Project Monitoring Plan"	means the plan agreed with the Bank, specifying the key performance indicators relating to green economy transition, climate risk, and alignment with the goals of the Paris Agreement, set out in Schedule 5, as such plan may

be amended from time to time with the prior written consent of the Bank.

"Loan Currency"	means Euros.
"National Environmental Impact Assessment"	means the study aimed at identifying and assessing potential adverse impacts and benefits of the proposed Project, as described in the detailed design of the Project, and required environmental and social mitigation measures and management plans.
"Paris Agreement"	means an international treaty adopted at the 21 st session of the Conference of Parties to the United Nations Framework Convention on Climate Change (FCCC/CP/2015/10/Add.1).
"PIU"	means the project implementation unit referred to in Section 3.02.
"Project Implementing Agency"	means State Revenue Committee of the Republic of Armenia.
"Project Implementation Support Consultant"	means the consultant to be engaged by the Project Implementing Agency in accordance with Section 3.03(a) hereof to assist the Project Implementing Agency with the implementation of the Project.
"Special Account"	means the special deposit account referred to in Section 2.03 and Schedule 3.
"Tranche 1 Loan"	means the amount of the Loan referred to in Section 2.01(a) or, as the context may otherwise require, the principal amount thereof outstanding from time to time.
"Tranche 2 Loan"	means the amount of the Loan referred to in Section 2.01(b) or, as the context may otherwise require, the principal amount thereof outstanding from time to time.
"Tranche 2 Availability Date"	means the date as of which the Tranche 2 Loan has become committed and available for Drawdowns as notified by the Bank to the Borrower.

Section 1.03. Interpretation

In this Agreement, a reference to a specified Article, Section or Schedule shall, except where stated otherwise in this Agreement, be construed as a reference to that specified Article or Section of, or Schedule to, this Agreement.

ARTICLE II - PRINCIPAL TERMS OF THE LOAN

Section 2.01. Amount and Currency

- (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 up to EUR 39,000,000 (thirty-nine million Euros).
- (b) The Loan shall consist of two Tranches, as follows:
 - (1) Tranche 1 in the amount of up to EUR 30 million (thirty million Euros) (the "Tranche 1 Loan"); and
 - (2) Tranche 2 in the amount of up to EUR 9 million (nine million Euros) (the "Tranche 2 Loan").

Section 2.02. Other Financial Terms of the Loan

- (a) The Minimum Drawdown Amount shall be EUR 50,000.
- (b) The Minimum Prepayment Amount shall be EUR 1,000,000.
- (c) The Minimum Cancellation Amount shall be EUR 2,000,000.
- (d) The Interest Payment Dates shall be 21 January and 21 July of each year.
- (e)
 - (1) The Borrower shall repay the Tranche 1 Loan in 22 (twenty-two) equal (or as nearly equal as possible) semi-annual instalments on 21 January and 21 July of each year, with the first Loan Repayment Date falling on or after the fourth anniversary of signing of this Agreement; and the Tranche 2 Loan in 22 (twenty-two) equal (or as nearly equal as possible) semi-annual instalments on 21 January and 21 July of each year, with the first Loan Repayment Date being the Interest Payment Date falling immediately on or after the fourth anniversary of the Tranche 2 Availability Date and the last Loan Repayment Date being the Interest Payment Date falling immediately after the fifteenth anniversary of signing of this Agreement for Tranche 1 and the fifteenth anniversary of the Tranche 2 Availability Date.
 - (2) Notwithstanding the foregoing, in the event that (i) the Borrower does not draw down the entire Loan amount prior to the first Loan Repayment Date specified

in this Section 2.02.(e), and (ii) the Bank extends the Last Availability Date specified in Section 2.02.(g) 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.

(f) Notwithstanding anything to the contrary, expressed or implied, in this Agreement, the Tranche 2 Loan is uncommitted and accordingly the Bank shall have no obligation to make any disbursements under the Tranche 2 Loan unless it: (1) has received the Borrower's request to make the Tranche 2 Loan committed; (2) has determined in its sole and absolute discretion that it is prepared to make the Tranche 2 Loan available for disbursement; and (3) has notified the Borrower of such positive determination, if any.

(g) The Last Availability Date for the Tranche 1 Loan shall be 5 (five) years from signing date, or such later date that the Bank may in its discretion establish and notify to the Borrower. The Last Availability Date for the Tranche 2 Loan shall be the date falling five years after the Tranche 2 Availability Date or such later date that the Bank may in its discretion establish and notify to the Borrower.

(h) The rate of the Commitment Charge shall be 0.5% per annum calculated on the aggregate Available Amount of the Tranche 1 Loan and the Tranche 2 Loan. The Commitment Charge shall accrue, on the Tranche 1 Loan, from the date falling sixty days after the date of this Agreement, and on the Tranche 2 Loan, from the date falling sixty days after the Tranche 2 Availability Date. The Commitment Charge shall be payable on the Available Amount of the Tranche 1 Loan and the Tranche 2 Loan, respectively, on each Interest Payment Date (even though no interest may be payable on such date) commencing, for the Tranche 1 Loan, on the first Interest Payment Date following the Effective Date, and, for the Tranche 2 Loan, on the first Interest Payment Date following the Tranche 2 Availability Date.

(i) The Loan is subject to a Variable Interest Rate.

(j) The Borrower shall pay to the Bank the Front-End Commission equal to one per cent (1 %) of the maximum principal amount of, respectively, Tranche 1 Loan and the Tranche 2 Loan.

Section 2.03. Drawdowns and Special Account

(a) The Available Amount may be drawn down from time to time in accordance with the provisions of Schedule 2 to finance expenditures made (or, if the Bank so agrees, to be made) in respect of the reasonable cost of goods, works and services required for the Project.

(b) Notwithstanding Section 3.05(c) of the Standard Terms and Conditions, the Borrower has opted not to have the Front-end Commission paid out of the Available Amount and shall instead pay the Front-end Commission out of its own resources. The payment of the Front-end Commission by the Borrower shall be made pursuant to Section 3.05(d) of the Standard Terms and Conditions.

(c) The Borrower shall, upon request of the Bank, for purposes of the Project, open and maintain a special deposit account denominated in the Loan Currency at the Treasury of the Republic of Armenia on terms and conditions satisfactory to the Bank. If the Borrower wishes, and the Bank agrees to make Drawdowns for deposit into, and direct payments out of, the Special Account (instead of Drawdowns pursuant to Section 2.03(a)), such Drawdowns shall be made in accordance with the provisions of Schedule 3.

ARTICLE III - EXECUTION OF THE PROJECT

Section 3.01. Other Affirmative Project Covenants

In addition to the general undertakings set forth in Article IV of the Standard Terms and Conditions, the Borrower shall (and/or shall cause to), unless the Bank otherwise agrees:

- (a) take all action necessary to provide adequate funds and other resources, including human resources, for the completion of the Project;
- (b) apply the proceeds of the Loan exclusively to the implementation of the Project in accordance with Schedule 1;
- (c) ensure that the Project is conducted with due diligence and efficiency, in accordance with sound engineering, financial and business practices, in compliance with all applicable laws and with due regard for the environment, health and safety and in accordance with acceptable international standards and practices;
- (d) work closely with the Project Implementation Support Consultant and other consultants appointed to assist the PIU;
- (e) obtain, maintain, renew and comply with all necessary licenses, approvals and registrations;
- (f) take all action, and in particular adopt, or cause to be adopted, all regulations necessary to implement the Environmental and Social Action Plan;
- (g) comply, and cause the Project Implementing Agency contractors to, comply with and implement the Environmental and Social Action Plan;

(h) ensure that the CLC obtains the Green Building Certification within 12 months from completing its construction, it being specified that such certification be minimum “Leadership in Energy and Environmental Design” (LEED) Silver level or equivalent; and

(j) ensure that the Project Implementation Agency fulfils the following obligations at least three (3) months prior to the commencement of the ground clearance at the selected site for the Project and in any case before a disbursement of the Loan to finance any of the expenditures mentioned in section 2, Part A: Capital Expenditures of Schedule 1:

(1) complete the National Environmental Impact Assessment and submit the report to EBRD for review and approval;

(2) conduct site risk assessment to assess the risk of legacy contamination and develop remediation plan and submit relevant report to EBRD for approval and allocate required budget for implementation of any identified remediation measures; and

(3) conduct the integrity survey of the adjacent residential properties and assess the risk to their stability of the required demolition activities and required mitigations measures, and submit the report to EBRD for review and approval.

Section 3.02. Project Implementation Unit

In order to coordinate, manage, monitor and evaluate all aspects of Project implementation, including the procurement of goods, works and services for the Project, the Borrower shall, unless otherwise agreed with the Bank, cause that the Project Implementing Agency establishes and at all times during execution of the Project operates a project implementation unit with adequate resources and suitably qualified personnel, under terms of reference acceptable to the Bank.

Section 3.03. Procurement

For purposes of Section 4.03 of the Standard Terms and Conditions, the following provisions shall, except as the Bank otherwise agrees, govern procurement of goods, works and services as well as consultancy services required for the Project and to be financed out of the proceeds of the Loan:

(a) Goods, works, services and consultancy services, including the Project Implementation Support Consultant, other than consultancy services referred to in Section 3.03(b) below, shall be procured through open competitive procedures.

(b) Services of the Special Account Auditor shall be procured through direct contracting procedures.

(c) For purposes of Section 3.03(a), the procedures for open competitive procedures are set out in Section III of the EBRD Procurement Rules.

(d) All contracts shall be subject to the review procedures set out in the EBRD Procurement Rules and shall be subject to prior review by the Bank.

(e) For any contract in respect of which payment is to be made out of the Special Account, procurement procedures shall be followed that ensure that the review requirements of Section 3.03(c) are satisfied prior to the making of the first payment out of the Special Account in respect of such contract.

Section 3.04. Environmental and Social Compliance Covenants

Without limiting the generality of Sections 4.02(a), 4.04(a)(iii), and 5.02(c)(iii) of the Standard Terms and Conditions, and unless the Bank otherwise agrees:

(a) The Borrower shall, and shall cause the Project Implementing Agency and any contractor to, carry out the Project in accordance with the Designated Performance Requirements.

(b) Without limiting the foregoing, the Borrower shall, and shall cause the Project Implementing Agency to, diligently implement and adhere to the Environmental and Social Action Plan and monitor the implementation of such plan in accordance with the monitoring provisions contained in such plan.

(d) The Borrower and the Bank may from time to time agree to amend the Environmental and Social Action Plan in response to changes in the circumstances of the Project or the Borrower, unforeseen events and the results of monitoring. Without limiting the generality of the foregoing,

(1) if there is any adverse environmental or social impact or issue that was not foreseen by or contemplated in the Environmental and Social Action Plan either entirely or as to its severity,

(2) if any impact mitigation measure set out in the Environmental and Social Action Plan is not sufficient to eliminate or reduce any environmental or social impact to the level contemplated by the relevant Designated Performance Requirements within the time frame set out in the Environmental and Social Action Plan, or

(3) if any material non-compliance with the Environmental and Social Action Plan or with any Environmental and Social Law has been identified by the Borrower, the Bank or an inspection from any regulatory or enforcement authority or by any audit conducted in accordance with Section 3.04(d),

the Borrower shall, and shall procure the Project Implementing Agency to, as soon as reasonably practicable and subject to the consent of the Bank, develop and incorporate into the Environmental and Social Action Plan such additional or revised mitigation measures as may be necessary to achieve compliance with the Designated Performance Requirements, the Environmental and Social Action Plan or Environmental and Social Laws, in each case in a manner satisfactory to the Bank.

Section 3.05. Consultants

(a) In order to assist in the implementation of the Project, the Borrower shall, unless otherwise agreed with the Bank, employ or cause to be employed, as required, and use consultants whose qualifications, experience and terms of reference are satisfactory to the Bank, including:

(1) the Project Implementation Support Consultant procured in accordance with Section 3.03(a); and

(2) Green Certification Advisory Support to assist the Implementing Agency to receive Green Building Certification.

(b) The Borrower shall provide, without charge, to any consultants (including TC funded consultants appointed directly by the Bank) engaged to assist in matters relating to the Project or the operations of the Borrower all facilities and support necessary for the carrying out of their functions, including all documents, materials and other information that may be relevant to their work.

Section 3.07. Reporting Frequency and Submission Requirements

(a) Commencing from the Effective Date, until the full amount of the Loan has been repaid or cancelled, the Borrower shall cause that the Project Implementing Agency shall submit to the Bank annual reports on Environmental and Social Matters arising in relation to the Borrower (including the Project Implementing Agency) and the Project, as referred to in Section 5.02(c)(iii) of the Standard Terms and Conditions, within 120 days after the end of the year being reported on. Such reports shall include information on the following specific matters:

(1) information on compliance by the Borrower (including through the Project Implementing Agency) with the Designated Performance Requirements as described in Section 3.04(a) and the implementation of the Environmental and Social Action Plan;

(2) information on how the Borrower (including through the Project Implementing Agency) has monitored the compliance with the Designated Performance Requirements and the Environmental and Social Action Plan by any contractor engaged for the Project and a summary of any material non-compliance

by such contractor with the Designated Performance Requirements and the Environmental and Social Action Plan and of any measures taken to remedy such non-compliance;

(3) information on implementation of the stakeholder engagement plan and grievance mechanism required by Designated Performance Requirement 10, including a summary of any grievances received and how such grievances were resolved;

(4) information on compliance by the Borrower (including through the Project Implementing Agency) with Environmental and Social Laws in relation to the Project, including a description of any claim, proceeding, order or investigation commenced or threatened against the Borrower, the status of any Authorisation required for the Project, the results of any inspection carried out by any regulatory authority, any violation of applicable laws, regulations or standards and any remedial action or fine relating to such violation, a summary of any material notice, report and other communication on Environmental and Social Matters relating to the Project submitted by the Borrower to any regulatory authority and any other circumstances giving rise to liability of the Borrower for any Environmental and Social Matter;

(5) information on occupational health and safety management and the occupational health and safety record of the Project including the rates of accidents, lost time incidents and near-misses, any preventive or mitigative measures taken or planned by the Borrower (including through the Project Implementing Agency), any staff training on occupational health and safety and any other initiatives in relation to occupational health and safety management which have been implemented or planned by the Borrower (including through the Project Implementing Agency);

(6) a summary of any change in Environmental and Social Laws which may have a material effect on the Project; and

(7) copies of any information on Environmental and Social Matters periodically submitted by the Borrower to its shareholders or the general public; and

(8) information on the key performance indicators as specified in the Green Project Monitoring Plan.

(b) Commencing from the Effective Date, the Borrower shall submit the periodic Project reports referred to in Section 4.04(a)(v) of the Standard Terms and Conditions semi-annually, within 60 days after the end of the period being reported on, until the Project has been completed. Such reports shall include the following specific features:

(1) The following general information:

- (A) the physical progress accomplished in the implementation of the Project to the date of report and during the reporting period;
 - (B) actual or expected difficulties or delays in the implementation of the Project and their effect on the implementation schedule, and the actual steps taken or planned to overcome the difficulties and avoid delays;
 - (C) expected changes in the completion date of the Project;
 - (D) key personnel changes in the staff of the PIU, the consultants or the contractors;
 - (E) matters that may affect the cost of the Project; and
 - (F) any development or activity likely to affect the economic viability of any Part of the Project.
- (2) Financial statements showing details of the expenditures incurred under each Part of the Project and the Drawdowns, together with a statement showing:
- (A) original cost estimates;
 - (B) revised cost estimates, if any, with reasons for changes;
 - (C) original estimated expenditures and actual expenditures to date;
 - (D) reasons for variations of actual expenditures to date from original estimated expenditures to date; and
 - (E) estimated expenditures for the remaining quarters of the year.
- (3) A brief statement of the status of compliance with each of the covenants contained in this Agreement.
- (c) Immediately upon the occurrence of any incident or accident relating to the Borrower (including the Project Implementing Agency) or the Project which has or is likely to have a significant adverse effect on the environment, workers, or on public or occupational health or safety, the Borrower shall inform the Bank and promptly thereafter give the Bank notice thereof specifying the nature of such incident or accident and any steps the Borrower is taking to remedy the same. Where an incident involves sensitive information in relation to a person or any risk of retaliation, the initial notice to the Bank shall not include any details of the identity of the persons involved. Without limiting the generality of the foregoing,
- (1) an incident or accident relates to the Project if it occurs on any site used for the Project or, if it is caused by Project workers and/or facilities, equipment, vehicles or vessels used for or relating to the Project (whether or not being used on

any site of the Project and whether or not being used by authorised or unauthorised persons);

(2) an incident or accident is considered to have a significant adverse effect on the environment or on public or occupational health or safety if:

(A) any applicable law requires notification of such incident or accident to any governmental authority,

(B) such incident or accident involves fatality of any person (whether or not such person is employed by the Borrower),

(C) more than one person (whether or not such persons are employed by the Borrower) has received serious injury requiring hospitalisation,

(D) such incident involves violence and harassment, bullying, intimidation, and/or exploitation, including any form of gender-based violence;

(E) such incident involves forced and child labour relating to the Project;
or

(F) such incident or accident has become, or is likely to become, public knowledge whether through media coverage or otherwise.

(d) The Borrower shall promptly notify the Bank of any significant protest or petition by workers or members of the public directed at or relating to the Borrower (including the Project Implementing Agency) or the Project which might have a material adverse effect on the Borrower (including through the Project Implementing Agency) or the Project or which has become, or is likely to become, public knowledge through media coverage or otherwise. Within ten days following any such notification, the Borrower shall submit a report satisfactory to the Bank specifying the outcome of the Borrower's investigation into such protest, and any steps taken, or proposed to be taken, by the Borrower to resolve the issues raised in the protest or petition.

(e) The Borrower shall procure that the Project Implementing Agency promptly (but no later than 60 days before any decision is taken in respect of such planned collective dismissal) notifies EBRD of any planned collective dismissal affecting at least 10% of the Borrower's total employees or 30 of its employees (whichever is lesser) over a 30-day period. In the case of any planned collective dismissal affecting at least 25% of the Borrower's total employees or 500 of its employees (whichever is lesser) over a 30-day period, at the time it provides such notice to EBRD, the Borrower shall also procure that the Project Implementing Agency provides EBRD with an applicable plan for managing the process in accordance with the Designated Performance Requirements.

ARTICLE IV - FINANCIAL COVENANTS

Section 4.01. Financial Records and Reports

(a) The Borrower shall, in respect of the departments or agencies of the Borrower responsible for carrying out the Project (including the Project Implementing Agency) or any part thereof, maintain procedures, records and accounts adequate to reflect, in accordance with internationally accepted accounting standards consistently applied, the operations, resources and expenditures relating to the Project and to monitor and record the progress of the Project commencing from the Effective Date until the completion of the Project (including its costs and the benefits to be derived from it).

(b) The Borrower shall:

(1) have the records and accounts relating to the Special Account, for each Fiscal Year audited by independent auditors acceptable to the Bank in accordance with internationally accepted auditing principles and standards;

(2) furnish to the Bank as soon as available, but in any case not later than six months after the end of each Fiscal Year, the report of such audit by such auditors of such scope and in such detail as the Bank may reasonably request; and

(3) furnish to the Bank such other information concerning such records and accounts, and the audit thereof, as the Bank may from time to time reasonably request.

ARTICLE V - SUSPENSION; ACCELERATION; CANCELLATION

Section 5.01. Suspension

The following are specified for purposes of Section 7.01(a)(xvii) of the Standard Terms and Conditions:

(a) the legislative and regulatory framework applicable to the customs and the administration of borders in the territory of the Borrower shall have been amended, suspended, abrogated, repealed or waived in a manner that the Bank determines is detrimental to the Project or to the ability of the Borrower or the Project Implementing Agency to carry out the Project or to the performance by the Borrower of its obligations under this Agreement;

(b) the Borrower shall have failed to perform any of its obligations under the Grant Agreement; or

(c) any of the events described in Section 7.01(a)(x) of the Standard Terms and Conditions has occurred with respect to the Grant Agreement, *mutatis mutandis*.

Section 5.02. Acceleration of Maturity

The following are specified for purposes of Section 7.06(f) of the Standard Terms and Conditions:

(a) any of the events specified in Section 5.01 shall have occurred and be continuing for thirty (30) days after notice thereof shall have been given by the Bank to the Borrower.

Section 5.03. Cancellation

If at any time the Bank determines that a payment from, or any use of, the Special Account has been made inconsistently with the requirements of Schedule 3 and establishes the amount of the Loan as to which such misuse applies, the Bank may, by notice to the Borrower, terminate the right of the Borrower to make Drawdowns with respect to such amount. Upon the giving of such notice, such amount of the Loan shall be cancelled.

ARTICLE VI - EFFECTIVENESS

Section 6.01. Conditions Precedent to Effectiveness

The following are specified for purposes of Section 9.02(c) of the Standard Terms and Conditions as additional conditions to the effectiveness of this Agreement:

(a) this Agreement has been executed and delivered on behalf of the Borrower and has been duly authorised or ratified by all necessary parliamentary, governmental, and corporate actions;

(b) the Grant Agreement has been executed and delivered on behalf of the Borrower and all conditions precedent to its effectiveness or to the right of the Borrower to make withdrawals thereunder, except only the effectiveness of this Agreement, have been fulfilled;

(c) the Bank has received legal opinions on behalf of the Borrower by the relevant authority in relation to this Agreement and the Grant Agreement; and

(d) the PIU has been established by the Project Implementing Agency with adequate resources and qualified personnel, under terms of reference acceptable to the Bank.

Section 6.02. Conditions Precedent to the First Drawdown of the Loan

(a) **Tranche 1 Loan:** The obligation of the Bank to make the first disbursement of the Tranche 1 Loan 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 condition precedent:

(1) The consultancy contract has been entered into by the Project Implementing Agency and the Project Implementation Support Consultant under the terms acceptable to the Bank;

(2) If requested by the Bank, the Borrower has opened the Special Account on the terms and conditions satisfactory to the Bank; and

(3) In case of such disbursement being made to finance any of the expenditures mentioned in section 2, Part A: Capital Expenditures of Schedule 1, the Borrower has complied with obligations set out in Section 3.01 (j) of this Agreement.

(b) **Tranche 2 Loan:** The obligation of the Bank to make the first disbursement of the Tranche 2 Loan 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:

(1) The Bank has received the Borrower's request to make the Tranche 2 Loan committed; and

(2) The Bank, acting at its sole and absolute discretion, shall have notified the Borrower that the Tranche 2 Availability Date has occurred.

Section 6.03. Legal Opinion

For purposes of Section 9.03(a) of the Standard Terms and Conditions, the opinion or opinions of counsel shall be given on behalf of the Borrower by the Minister of Justice.

Section 6.04. Termination for Failure to Become Effective

The date 360 days after the date of this Agreement is specified for purposes of Section 9.04 of the Standard Terms and Conditions.

ARTICLE VII - MISCELLANEOUS

Section 7.01. Notices

(a) The following addresses are specified for purposes of Section 10.01 of the Standard Terms and Conditions, except that any notice shall be deemed to be delivered if by hand, mail, or in pdf or similar format by electronic mail:

For the Borrower:

Ministry of Finance
1 Melik-Admayer Street
Yerevan, 0010
Republic of Armenia

Attention: The Minister

Email: secretariat@minfin.am

For EBRD:

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

Attention: Banking Services/ Operation No. 54835

Telephone: +44 20 7338 6000

Email: BankingServices@ebrd.com

(b) The Bank may invite the Borrower to register to use ClientNet or another form of electronic communication and, if the Borrower and the Bank agree to use ClientNet or such other form of electronic communication, any notice, application or other communication from the Borrower to the Bank or from the Bank to the Borrower (other than any notice, application or other communication that is required by this Agreement or the Grant Agreement to be in an original, certified or hard copy), may, subject to the terms and conditions of ClientNet or such other form of electronic communication, be given or made by posting such notice, application or other communication on ClientNet or sent in accordance with the terms agreed concerning such other form of electronic communication.

(c) Any notice, application or other communication delivered by hand, airmail or facsimile transmission or via ClientNet or another agreed form of electronic

communication will only be effective when actually received (or made available) in readable form, provided that any notice, application or other communication that is received (or made available) after 5:00 p.m. in the place in which the party to whom the relevant notice, application or communication is sent has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.

(d) The following are the names, titles and email addresses of the persons designated as the initial contacts of the Borrower for purposes of any invitation the Bank may send to the Borrower regarding ClientNet:

<i>Name</i>	<i>Title</i>	<i>E-mail address</i>
Samvel Khanvelyan	Head of Public Debt Management Department, Ministry of Finance	Samvel.khanvelyan@minfin.am
Marine Melikyan	Head Strategy and Risk Management Division, Public Debt Management Department, Ministry of Finance	Marine.melikyan@minfin.am
Naira Grigoryan	Chief Specialist, Accounting and Servicing Division, Public Debt Management Department, Ministry of Finance	Naira.grigoryan@minfin.am
Marine Harutyunyan	Chief Specialist, Accounting and Servicing Division, Public Debt Management Department, Ministry of Finance	Marine.harutyunyan@minfin.am

Section 7.02. Amendments

For purposes of Section 10.03 (a) of the Standard Terms and Conditions, any amendment, which in the joint opinion of the Bank and the Borrower does not increase the obligations of the Borrower, will enter, into force from the date that the written instrument giving effect to the amendment has been signed by the Borrower's Authorised Representative and by a duly authorised officer of the Bank.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed in four copies and delivered at Yerevan, Republic of Armenia as of the day and year first above written.


REPUBLIC OF ARMENIA

By: _____


Name: Vahe Hovhannisyan
Title: Minister of Finance

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By: _____


Name: Elisabetta Falcetti
Title: Managing Director, Türkiye & the Caucasus

SCHEDULE 1 - DESCRIPTION OF THE PROJECT

1. The purpose of this Project is to assist the Borrower in financing of the construction of a Customs and Logistics Centre (CLC) Yerevan.
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

Construction of the CLC and provision of respective equipment

Part B: Consultancy services for Part A

- a) Project Implementation Support Consultant (EBRD Loan and donor funded)
- b) Project Implementation Unit support experts (EBRD Loan and donor funded)

Part C: Special Account audit services:

- a) Special Account audit services (EBRD Loan funded)

Part D: Technical Cooperation

- 1) Advance Procurement Support (donor funded)
 - 2) Green Building Certification Advisory Support (donor funded)
 - 3) Access to Skills via eLearning (donor funded)
 - 4) Environmental and Social Due Diligence and Site Risk Assessment study (donor funded)
 - 5) Project Implementation Support Consultant (EBRD Loan and donor funded)
3. The Project is expected to be completed within four years from the Effective Date.

SCHEDULE 2 - CATEGORIES AND DRAWDOWNS

1. The table attached to this Schedule sets forth the Categories, the amount of the Loan allocated to each Category and the percentage of expenditures to be financed in each Category.
2. Notwithstanding the provisions of paragraph I above, no Drawdown shall be made in respect of expenditures incurred prior to the date of the Loan Agreement, except that Drawdowns in an aggregate amount not exceeding 20 (twenty) per cent of the Loan may be made in respect of Category 1 on account of expenditures incurred prior to the date of the Loan Agreement but after the approval of the Bank Operation by designated approvers of the Bank.
3. Expenditures under Category (1) shall be co-financed by the Grant Financing and the Loan Financing, as defined in the Grant Agreement, in the amount and proportion to be determined by the parties.

Attachment to Schedule 2

Category	Amount of the Loan Allocated in the Loan Currency	Percentage of Expenditures to be Financed
(1) Goods, works, services and consultancy services for Parts A, B and C of the Project: Tranche 1 Tranche 2	 EUR 30,000,000 EUR 9,000,000	Up to 100% of contract value excluding any Taxes
Total	39,000,000	

SCHEDULE 3 - SPECIAL ACCOUNT

1. For purposes of this Schedule, the following terms shall have the following meanings:

"Eligible Category" means Categories 1.

"Eligible Expenditures" means expenditures in respect of the reasonable cost of goods, works and services required for the Project which are to be financed out of the proceeds of the Loan and which are allocated from time to time to an Eligible Category in accordance with the provisions of Schedule 2.

"Special Account Auditor" means the auditor referred to in Section 4.01(b) appointed to act as Special Account Auditor on terms of reference acceptable to the Bank or any other firm of independent auditors appointed by the Borrower and acceptable to the Bank and on terms of reference acceptable to the Bank.

"Special Account Maximum Balance" means an amount equal to EUR 4,000,000.

"Special Account Minimum Drawdown Amount" means an amount equal to EUR 1,000,000.

2. Payments out of the Special Account shall be made exclusively for Eligible Expenditures in accordance with the provisions of this Schedule.

3. After the Bank has received evidence satisfactory to it that the Special Account has been duly opened in accordance with terms and conditions acceptable to the Bank, the Borrower may draw down from the Available Amount and deposit into the Special Account an initial amount that shall not exceed the Special Account Maximum Balance and shall not be less than the Special Account Minimum Drawdown Amount.

4. Thereafter, the Borrower may draw down additional amounts from the Available Amount and deposit such amounts into the Special Account, subject to the limitations specified in paragraph 6 below and satisfaction of the following conditions for each requested Drawdown:

(a) The Borrower shall have submitted to the Bank account statements and documents, and any other evidence requested by the Bank, to demonstrate that amounts disbursed from the Special Account have been properly applied.

(b) After giving effect to the requested Drawdown and deposit of the amount of such Drawdown into the Special Account, the balance of the Special Account shall not exceed the Special Account Maximum Balance.

(c) Except as the Bank may from time to time agree, the amount of the requested Drawdown for deposit into the Special Account shall not be less than the Special Account Minimum Drawdown Amount.

5. Without prejudice to the requirement of paragraph 4(a) above, the Borrower shall furnish, at any time the Bank may reasonably request, a report on the balance and other details of the Special Account, including account statements and such other documents and evidence as the Bank may request to show that payments made from the Special Account have been made in accordance with the requirements set forth in this Schedule.

6. Notwithstanding the provisions of paragraph 4 of this Schedule, the Borrower shall not, unless the Bank otherwise agrees, draw down funds from the Available Amount for deposit into the Special Account:

(a) if, at any time, the Bank has determined that all further Drawdowns should be made in accordance with the provisions of Section 2.03(a); or

(b) once the Available Amount allocated to the Eligible Categories equals twice the amount of the Special Account Maximum Balance.

Thereafter, Drawdowns allocated to the Eligible Categories shall follow such procedures as the Bank may specify by notice to the Borrower. Such further Drawdowns shall be made only after and to the extent that the Bank has been satisfied that all amounts remaining on deposit in the Special Account as of the date of such notice will be utilised in making payments for Eligible Expenditures.

7. If the Bank determines at any time that any payment out of, or any use of, the Special Account:

(a) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or

(b) was not justified by the evidence furnished to the Bank;

then the Bank may require the Borrower to:

(1) provide such additional evidence as the Bank may request; and/or

(2) deposit into the Special Account (or, if the Bank so requests, repay to the Bank) an amount equal to the amount of such payment or the portion thereof not so eligible or justified.

In the event the Bank makes such a determination under (a) or (b) above, no further Drawdowns shall, unless the Bank otherwise agrees, be made for deposit into the Special Account until such time as the Borrower has either (A) deposited into the Special Account or repaid to the Bank an amount equal to the amount of such payment (or portion thereof) determined not to be eligible or justified, or (B) provided additional evidence satisfactory to the Bank that the amounts previously disbursed from the Special Account were applied properly.

8. If:

(a) the Bank determines at any time that any amount outstanding in the Special Account will not be required to cover further payments for Eligible Expenditures; or

(b) the Bank directs the Borrower to repay to the Bank an amount pursuant to paragraph 7(2);

then the Borrower shall, promptly upon notice from the Bank, prepay to the Bank a portion of the Loan equal to such amount. For this purpose, the requirement that prepayments of the Loan must occur on Interest Payment Dates shall, subject to paragraph 10 below, be waived.

9. The Borrower may, upon prior notice to the Bank given in accordance with Section 3.07(a) of the Standard Terms and Conditions, prepay on any Interest Payment Date all or any portion of the funds deposited into the Special Account.

10. Any prepayment pursuant to paragraph 8 or 9 above shall be made in accordance with Section 3.07 of the Standard Terms and Conditions; provided, however, that (a) notwithstanding Section 3.07(c)(i)(A) of the Standard Terms and Conditions, such prepayment shall not be subject to the Minimum Prepayment Amount, and (b) any prepayment that is made on a date other than an Interest Payment Date shall be subject to payment of Unwinding Costs in accordance with Section 3.10 of the Standard Terms and Conditions. Any prepayment pursuant to paragraph 8 or 9 above shall be applied by the Bank in accordance with Section 3.07(c)(ii) of the Standard Terms and Conditions.

SCHEDULE 4 – ENVIRONMENTAL AND SOCIAL ACTION PLAN

No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status
PR1	Assessment and Management of Environmental and Social Impacts and Issues						
1.1	Based on the finalised detailed design, commission a qualified company to complete an ESIA study in compliance with the EBRD <u>Guidance Note on PR 1. Guidance note - Performance Requirements 1: Assessment and management of environmental and social risks and impacts</u> . The ESIA scoping exercise shall cover all relevant Project-related direct and indirect environmental and social impacts and issues, including cumulative impacts, residual impacts and impacts related to the Project's associated facilities. The ESIA should also contain a management of change procedure to allow for timely assessment of impacts of any changes to the original Project design, capacity, etc.	<p>The construction activities cannot be implemented before obtaining the final environmental expertise from ME.</p> <p>Also, the ESIA will define all mitigation measures needed to reduce the possible environmental and social risks of the Project.</p>	PR1 EBRD National legislation	Project Implementation Entity, PIU, independent consultants	Prior to the first drawdown of the loan for Works/Capital Expenditures and in any case prior to the commencement of construction works	<p>ToRs for the Scoping report submitted to the Bank for comments. Draft ESIA report is submitted to the Bank for review and approval. Obtaining the final environmental expertise from ME</p> <p>Report accepted by the Bank.</p>	-

1.2	As part of ESIA, and based on findings of the scoping, conduct required field and laboratory studies on environmental and social conditions in the area of the Project	The lack of data on baseline environmental and social conditions can cause various environmental and social issues	PR1 EBRD National legislation Best practice	Project Implementation Entity, PIU, independent consultants	As part of the ESIA, and prior to the drawdown of the loan on Works/Capital Expenditures	Implementation of field and laboratory studies on a specified schedule	-
1.3	Based on available As-Built documents, site maps, drawings, existing geology and hydrogeology maps and a site visit conduct site risk assessment to identify any legacy soil/groundwater contamination and assess the risks on the sensitive receptors. Based on the findings of the site risk assessment, prepare an action plan and agree with EBRD on follow-up steps.	The site is a former property of the Ministry of Defence and has signs of hydrocarbon contamination. There is a risk of presence of other hazardous materials. Therefore, the risks need to be properly assessed and baseline contamination established.	EBRD PR1, PR 3	Project Implementation Entity, PIU, Independent specialised consultants	Prior to the drawdown of the loan on Works/Capital Expenditures and in any case prior to any ground clearance/construction	Site Risk Assessment Report submitted to the Bank. Action Plan is agreed with EBRD.	-
1.4	Develop and include an Environmental and Social Management Plan as part of the ESIA report. The ESMP should clearly define the processes, methods, and time schedule for the implementation of the identified mitigation measures	Risk that ESMP measures will also not be implemented if there is not a clear process for implementation	EBRD PR 1 Best practice	Project Implementation Entity, PIU, independent consultants	Prior to the drawdown of the Loan for Works/Capital expenditures and in any case prior to the Commencement construction works	Obtaining the final environmental expertise from ME Report accepted by the Bank	-
1.5	Develop and present the Construction Environmental Management Plan for construction activities taking into account the ESIA, ESMP, and tender document requirements. Include ESMP, ESIA and	CEMP will summarize all environmental and social measures described in relevant documents and make them site-specific	EBRD PR 1 Best practice	Project Implementation Entity, PIU, Contractor	During mobilization period	CEMP accepted by the Engineer/Supervising agency	-

	CEMP in the tender package reference documents.						
1.6	Develop and implement policies on health & safety (H&S Policy), environment (Environmental Protection Policy), and social aspects (Social Policy).	Policies will help to control the effectiveness of mitigation measures in a more effective manner.	EBRD PR 1 Best practice	Project Implementation Entity, PIU, Contractor	Prior to the commencement of construction works	Policies are included in relevant documents and implementing	-
1.7	Develop environmental and social commitments register, based on actions identified by the ESIA, this ESAP, the site risk assessment, asbestos and buildings integrity surveys, and relevant provisions of the applicable Performance Requirements and incorporate them in tendering specifications for the construction contractors. Incorporate E&S criteria in the tender evaluation procedure	If relevant mitigation measures are not included in the tendering specifications and subsequently in the construction contractors; proposals and contracts, there is a risk of non-compliance that might have adverse implications on the Project	EBRD PR1	Project Implementation Entity, PIU,	Prior to the commencement of the tender for the construction of the Customs and Logistics Centre	Relevant E&S actions, performance benchmarks and standards are included in the tendering specifications. Tender evaluation procedure includes E&S parameters	-
1.8	Status Reports: The project Implementation Unit within the Employer prepares and submits reports to EBRD status of all E&S items, including the ESAP implementation report, on an annual basis Environmental and Social reports on the overall compliance status of the project	All environmental and social issues and impacts are appropriately addressed; Performance Reports shared	PR1-10 EBRD Best practice	Project Implementation Entity, PIU, Employer	At each project milestone stage or after accomplishing major activities included within the ESMP.	Reports prepared and submitted to EBRD	-
1.9	Development and implementation of the ESMS for the construction and operational phases of the Project. ESMS should use national standards and EBRD Performance	Lack of ESMS may lead to work-place accidents and incidents and	EBRD PR 1 Best practice	Project Implementation Entity, PIU, Contractor and	ESMS prepared before the	Company to have ESMS in place prior to the start of the Project.	-

	Requirements as compliance benchmarks. Provision of the adequate budget for ESMS and training	regulatory non– compliance.		subcontractors (if any)	commencement of the Project construction phase	Annual review of Subcontractors' ESMS by the Company's EHS Manager.	
1.10	Development of an environmental policy as part of their ESMS.	A policy will help define the environmental and social objectives	EBRD PR 1 Best practice	Project Implementation Entity, PIU, Contractor and subcontractors (if any)	As per the ESMS timetable above	Development of the environmental and social policy and communication of policy across the company to all Company and Subcontractor staff.	-

No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status
PR2	Labour and Working Conditions						
2.1	During the detailed design, assess construction labour force and security personnel requirements. Access potential risks of the labour force inflow and the need for adequate working conditions. Ensure tendering documentation contain clear requirements for the working conditions and labour relations management	The inflow of construction labour force may trigger additional load on municipal services, housing impacts. Lack of adequate working condition may pose the risk to the Project and cause delays due to inadequate working and accommodation conditions	PR2 EBRD	Project Implementation Entity, PIU, Contractor	At the detailed design/ESIA stage	Assessment of labour workforce and required working conditions submitted to the Bank for review and approval	-

2.2	Ensure Contractors have in place Human Resources policies and written employee documentation in line with EBRD standards and guidance notes: <u>Human resources policies and employee documentation</u>	Lack of transparent Hr procedure and written documents pose the risk of adverse implications to the Project, delays and reputational issues	EBRD PR 2	Project Implementation Entity, PIU, Contractor	Relevant requirements are included in tender specifications	Summary of the contractors HR policies and employee documentation included in the annual environmental and social report to the Bank	-
2.3	Prepare and implement a grievance mechanism accessible to all workers and (directly or indirectly employed to work on the Project) compliant with the EBRD PR 2. <u>Employee grievance mechanism</u> . The grievance mechanism should allow for the submission and registration of verbal anonymous grievances and set clear deadline for the registration, acknowledgement and addressing of grievances. Grievance register maintained.	Worker grievance management	PR2 EBRD	Project Implementation Entity, PIU, Contractor	Mechanism prepared for early works Implementation throughout construction and operation	Grievance mechanism in place. Workers are informed at the induction stage. Evidence of communication and implementation of the grievance mechanism	-
2.4	Ensure that the grievance mechanism is implemented throughout all stages of the Project implementation	Support the grievance mechanism for workers and their organisations to raise workplace concerns	PR2 EBRD	Project Implementation Entity, PIU, Contractor	After the Project activities are started, till the end of the Project	Information on recorded and addressed grievances in annual monitoring reports for the Bank	-
2.5	Ensure that any accommodation provided to project workers is designed, constructed, and maintained in line with EBRD/IFC guidance for: <u>Workers' accommodation</u>	Improve the labour and working conditions	PR2 EBRD	Project Implementation Entity, PIU, Contractor	Throughout the Project implementation	Submission of a document identifying the main features of workers accommodation camps supported with visual materials	-

No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status
PR3	Resource Efficiency and Pollution Prevention and Control						
3.1	Ensure the tender specifications include requirement to design the buildings in compliance with the green building certification through LEED (Leadership in Energy and Environmental Design) program	Promotion of sustainable green development and building practices	PR3 EBRD LEED (Leadership in Energy and Environmental Design)	Project Implementation Entity, PIU, Contractor	At the design stage, during the construction and throughout the Project implementation	Achievement of minimum of LEED Silver certification	-
3.2	Identify available options and alternatives of best practices with regard to resource efficiency (water, use, gas and electricity use), recycling of waste and re-use of materials applicable to the Project during the detailed design and environmental and social impact assessment process	Use the best available techniques to optimize resource use and efficiently prevent and control the release of pollutants into the environment	PR3 EBRD National legislation Best practice	Project Implementation Entity, PIU, Consultants	During the detailed design and the ESIA process	Information about Project alternatives and resource efficiency measures in the detailed design and ESIA Report accepted by the Bank	-
3.3	Update emission estimates in the environmental and social impact assessment process using the detailed Project design data	Identify and assess risks and impacts associated with air emissions	PR3 EBRD National legislation Best practice	Project Implementation Entity, PIU, Consultants	As part of the ESIA process	Information about risks and impacts associated with air emissions in the ESIA Report accepted by the Bank	-

3.4	Update estimated waste management impacts during the environmental and social impact assessment process using the detailed Project design data	Identify and assess risks and impacts associated with waste management	PR3 EBRD National legislation Best practice	Project Implementation Entity, PIU, Consultants	As part of the ESIA process	Information about risks and impacts associated with waste management in the ESIA Report accepted by the Bank	-
3.5	Develop waste management plan and ensure the waste management regulations are adhered to during construction and operations.	Improper disposal of construction waste could lead to pollution incidents and complaints.	PR3 EBRD National legislation Best practice	Project Implementation Entity, PIU, Contractor	Throughout Project implementation	Bi-monthly inspections of construction sites during the construction phase.	-
3.6	Include embedded controls and mitigation measures, defined in the ESIA for construction and operation stages, in tendering specifications and relevant Project design documentation, site layout plans, work schedules, procedures, manuals, and management plans	High effectiveness of mitigation measures	PR3 EBRD National legislation Best practice	Project Implementation Entity, PIU,	As part of the ESIA process and during the development of the tender documentation	Information included in the ESIA Report and tendering specifications accepted by the Bank	-
3.7	Based on the site risk assessment and Bill of Materials for the construction, prepare the Hazardous Materials Management Plan. Prepare a Method of statement and specific Physical and Biological Remediation Plan for handling for addressing any legacy contamination in the Project site	Improper dismantling, storage, transportation, and utilization/disposal of hazardous materials could lead to pollution incidents, fire incidents, workers health impacts and complaints.	PR3 EBRD National legislation Best practice	Project Implementation Entity, PIU, Contractor	Early works, main works.	Plan implemented Hazardous materials controlled Black oil remnants safely removed from the site and/or temporarily stored based on HMMP requirements	-

3.8	<p>Implement measures recommended by the Consultant as part of the LEED assessment to address climate vulnerability risk identified. Particular measures should consider suitable provision of:</p> <ul style="list-style-type: none"> ● Protect or Restore Habitat ● Rainwater ● Management ● Heat Island Reduction ● Outdoor Water Use Reduction Thermal Comfort 	<p>Enhancement of adaptive capacity and resilience to climate related risks.</p> <p>Particularly related to</p> <ul style="list-style-type: none"> ● Flooding ● Extreme Temperatures ● Snowfall and Ice 	EBRD PR3, GET Handbook	Project Implementation Entity, PIU, Designer, Contractors	From design through to the construction and operation of the facility	Tender specifications and contractors' proposals and contracts include required parameters	-
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No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status
PR4	Health and Safety						
4.1	Conduct integrity survey for adjacent buildings in the residential area in the vicinity of the Project site and document their technical condition, age, connection to active gas, water and electricity mains (especially that might be shared with the Project site) and any structural issues. Assess the risk of adverse impacts to the adjacent buildings, based on the modelling, of the planned demolition and decommissioning activities at the site. Based on the risk modelling, develop and implement safe decommissioning plan	Planned demolition (especially if blasting is involved) and construction activities may pose the risk to the integrity of the adjacent buildings and facilities		Project Implementation Entity, PIU, Designers, Contractors	Prior to the drawdown of the loan for Works/Capital expenditures and in any case prior to the commencement of the ground clearance	Integrity Survey report submitted to the Bank for review and approval	-
4.2	During the environmental and social impact assessment process, update the assessment of community health and safety impacts related to air emissions, noise, vibration and traffic	Identify and assess risks and impacts on community health and safety	PR4 EBRD National legislation Best practice	Project Implementation Entity, PIU,	As part of the ESIA process	Information included in the ESIA Report accepted by the Bank	-
4.3	Based on the detailed design, Bill of Quantities and estimated transportation of construction equipment and machinery, and	Increased traffic and transportation of heavy machinery may pose adverse	EBRD PR 4	Project Implementation Entity, PIU,	As part of the detailed design and any case prior to the	Traffic and Road Safety Report submitted to the Bank for review and approval	-

	planned throughput capacity of the Customs and Logistics Centre, and commission and complete traffic and road safety study. Avoid busy community roads, especially used by children and other vulnerable users. Document the status of the roads to be used for the construction and operation of the Customs and Logistics Centre. Agree with the traffic police transportation routes and temporary road closures and diversions. Use journey management plans	risk to the quality of roads and safety of community.		Designers, Contractors	commencement of the ground clearance		
4.4	Implement community safety measures recommended by the Consultant as the result of the Social Impact Assessment	Mitigation of road safety related impacts on the community	PR4 EBRD Best practice	Project Implementation Entity, PIU, Contractor	After the Project activities are started, till the end of the Project	Annual monitoring reports for the Bank	-
4.5	During the Construction Stage prepare the Method of Statement for blasting operations (before implementation of blasting activities) and submit it for approval	Blasting activities can cause many hazards (Dust emissions, injuries to operators, workers, or the public, weakening of nearby structures, rocks scattering, etc.), and should be implemented in a proper manner in order to reduce the risks	PR4 EBRD Best practice	Project Implementation Entity, PIU, Contractor	Method Statement developed and approved prior to the ground clearance. Required measures implemented during the construction Integrity of buildings is surveyed again	Separate SEMP and Method Statements for each blasting operation approved by the Engineer/Supervising agency Safety requirements implemented before the start of the blasting activity	-

					after demolition is completed and verified against the baseline condition		
4.6	Structural design of all facilities to comply with applicable national regulations and international best practices	The eastern part of the planned activity area is in the 1st seismic zone, and the western part is in the 2nd seismic zone.	PR4 EBRD Best practice	Project Implementation Entity, PIU, Contractor	Starting at the design stage and throughout Project implementation	Appropriate building design standards, such as National Seismic Code RABC II-6.02-2006, must be followed.	-
4.7	Develop measures and procedures to protect workers from extreme weather conditions (cold, heat, strong winds, etc) during the project construction phase.	Reduced injuries or liabilities related to extreme heat. Worker health and wellbeing protected.	EBRD PR 4	Project Implementation Entity, PIU, Contractor	Before starting construction works	Heat/cold risk management measures and procedures developed and implemented during construction.	-

No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status
PR5	Land Acquisition, Involuntary Resettlement and Economic Displacement						
5.1	<p>Once the detailed design for the project has been finalized, the Client to confirm to EBRD by submitting a due diligence note, that no land acquisition, resettlement, or land use restrictions are associated with the project, its components including enforcement of the sanitary zones.</p> <p>If the land acquisition and resettlement impacts are identified, the Client is to prepare, disclose, approve, and implement a PR5 compliant Resettlement Plan (RP). RP must be implemented prior to displacement impacts take place.</p> <p>RP implementation shall be verified by preparation of a RP completion report and its submission to EBRD for approval.</p>	Identify and assess risks and impacts associated with land acquisition	PR5 EBRD National legislation Best practice	Project Implementation Entity, PIU, t	<p>Due diligence note submitted to EBRD prior to final acceptance of the detailed design</p> <p>RP Completion Report submitted to EBRD prior to impacts occurring process</p>	<p>Due diligence note submitted</p> <p>RP Completion Report submitted</p>	-

No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status
PR6	Biodiversity and Living Natural Resources						
6.1	Update the data on potential impacts on biodiversity during the ESIA process using detailed design data and environmental baseline information	Assess Project impacts on biodiversity	PR5 EBRD National legislation Best practice	Project Implementation Entity, PIU,	As part of the ESIA process	Information included in the ESIA Report accepted by the Bank	-
PR7	Indigenous People						
This Requirement is not applicable to the Project							
PR8	Cultural Heritage						
8.1	Update the data on potential impacts on cultural heritage during the ESIA process using detailed design data and environmental baseline information	Assess Project impacts on cultural heritage	PR8 EBRD National legislation Best practice	Project Implementation Entity, PIU,	Until the end of the ESIA process	Information included in the ESIA Report accepted by the Bank	-
8.2	Prepare a chance to find procedures for contractors involved in the Project and include requirements to implement it in tender documents and works contracts. Train (and request	Minimize the risk of impacts on cultural heritage	PR8 EBRD Best practice	Project Implementation Entity, PIU, Contractor	Prior to construction activities	Procedure in place Trainings conducted and recorded Chance finds reported (if any).	-

	contractors to train) workers on the nature of potential chance finds, and the way to manage them.						
No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status
PR10	Information Disclosure and Stakeholder Engagement						
10.1	Carry out the identification and analysis of stakeholders during the ESIA scoping	Ensure stakeholder engagement	PR10 EBRD Best practice	Project Implementation Entity, PIU,	Until the end of ESIA process	Information included in the ESIA Report accepted by the Bank	-
10.2	Establish and maintain an effective community grievance mechanism	Ensure effective stakeholder engagement and maintain good community relations	PR10 EBRD Best practice	Project Implementation Entity, PIU,	Starting from early works, continued during construction and operation.	Grievance records are maintained, and grievances are timely managed.	-
10.3	Ensure that the community grievance mechanism is implemented throughout all stages of the Project implementation	Support the grievance mechanism for stakeholders to raise Project-related concerns	PR10 EBRD Best practice	Project Implementation Entity, PIU, Contractor	After the Project activities are started, till the end of the Project	Information on recorded and addressed grievances in annual monitoring reports for the Bank	-

SCHEDULE 5 – GREEN PROJECT MONITORING PLAN

Key Performance Indicators	Reporting frequency	First Reporting Due by
Achievement of green building certification of at least LEED Silver or equivalent, as per technical expert's recommendations on credits to be achieved	One-off, upon achievement of certification	2030 or within 6 months of practical completion of works
Implementation of design-related physical climate risk mitigating measures, as per technical experts' recommendations, shown through final detailed design and as built design	Twice: upon completion of detailed design and of as-built design	2027 or upon finalisation of detailed design 2030 or within 6 months of practical completion of works
Implementation of operational physical climate risk mitigating measures, as per technical experts' recommendations	Annually	2031 or one year after start of operations
Annual electricity consumption [MWh/year]	Annually	2031 or one year after start of operations
Annual natural gas consumption [MWh/year]	Annually	2031 or one year after start of operations
Capacity of installed solar PV [kW]	One-off, after practical completion of works	2030 or within 6 months of practical completion of works
Number of trucks clearing customs at Yerevan CLC	Annually	2031 or one year after start of operations
Number of trucks ending travel at Yerevan CLC (i.e. using it for logistics and storage as well, besides customs clearance)	Annually	2031 or one year after start of operations