



**BY COURIER AND EMAIL**

**Ministry of Finance**

12/2 Grushevskogo Street  
Kyiv 01008  
Ukraine

**Copy to:**

**Ministry of Economic Development and Trade**

12/2 Hrushevskoho Street  
Kyiv 01008  
Ukraine

**and to:**

**Ukravtodor**

MSP 03680, 9, Fizkultury Street  
Kyiv – 150  
Ukraine

Европейска инвестиционна банка  
Evropská investiční banka  
Den Europæiske Investeringsbank  
Europäische Investitionsbank  
Euroopa Investeeringispank  
Ευρωπαϊκή Τράπεζα Επενδύσεων  
European Investment Bank  
Banco Europeo de Inversiones  
Banque européenne d'investissement  
An Banc Eorpach Infheistiochta  
Europska investicijska banka  
Banca europea per gli investimenti

Eiropas Investīciju banka  
Europos investicijų bankas  
Európai Beruházási Bank  
Bank Ewropew tal-Investment  
Europese Investeringsbank  
Europejski Bank Inwestycyjny  
Banco Europeu de Investimento  
Banca Europeană de Investiții  
Európska investičná banka  
Evropska investicijska banka  
Euroopan investointipankki  
Europeiska investeringsbanken

EXP BEI-EIB  
B 011745 15.NOV 19

Luxembourg, 13 November 2019

JU OPS 2/OEU-B/VD/if/2019-2366

***EIB – CORPORATE USE***

**Ref:**

**EUROPEAN ROADS UKRAINE II (PROJECT FOR THE IMPROVEMENT OF TRANSPORT AND OPERATIONAL CONDITIONS OF ROAD APPROACHES TO KIEV)**  
(Serapis 2009-0268, FI N° 26.131, FI N° 26.132)

Finance contract between Ukraine (the "**Borrower**") and the European Investment Bank (the "**Bank**") dated 27 May 2011 (the "**Finance Contract**")

**MODIFICATION TO CONTRACT N° 3**

Dear Sirs,

This letter shall hereafter be referred to as the "**Amendment Letter**".

Capitalised terms used but not defined in the Amendment Letter have the meanings given to them in the Finance Contract.

We refer to your request and to our recent discussions to make certain amendments to the Finance Contract.

We hereby agree to amend the Finance Contract on the terms set out below.

**1. Amendment**

In Schedule A of the Finance Contract, Appendices A.1 (*Technical Description*) shall be deleted in its entirety and the following Appendices A.1 (*Technical Description*) to be inserted in lieu thereof:

**A.1. TECHNICAL DESCRIPTION**

*Purpose, Location*

*The Project concerns the rehabilitation and improvement of about 350 km of highways radiating from Kiev in central Ukraine on the Extended TEN-T network or on the European Road network. This road sections form the major links of the Ukraine with the European Union, connecting the capital with the neighbouring western states of Hungary, Slovakia, Poland, Romania and the CIS states to the north and east.*



## Description

The Project is expected to include the rehabilitation and improvement along the existing alignment of several radial highways connecting Kyiv with countries of the European Union and Commonwealth of Independent States, in all about 350 km.

The Project is divided into 5 sections that will be implemented in two phases as described in the table below:

Description of Project Roads and Proposed Upgrading Works							
Road	Destinations	Start Km	End Km	Section Length km	Existing lanes	Upgraded Lanes	Notes
Phase 1							
M-06	Kyiv – Chop	14.08	22.00	7.92	4 lanes	6 lanes	
		22.00	128.00	106.00	4 lanes	4 lanes	
		128.00	152.40	24.40	2 lanes	4 lanes	Zhytomyr Bypass is included under Phase 2
M-07	Kyiv – Kowel - Yagodyn	30.60	64.00	33.40	2 lanes	2 lanes	
Phase 2							
M-01	Kyiv – Chernigiv – Nowi Yarylovychi	18.73	98.10	79.37	4 lanes	4 lanes	
M-05	Kyiv – Odesa	17.74	26.20	8.46	4 lanes	6 lanes	
		26.20	36.00	9.80	4 lanes	4 lanes	
		42.00	87.00	45.00	4 lanes	4 lanes	Rehabilitation of section from km 36.00 to km 42.00 covered by existing locally funded contract, currently under implementation.
		87	128.028	41.028	4 lanes	4 lanes	
N-01	Kyiv – Znamyanka	14.74	43.35	28.61	4 lanes	4 lanes	
Total Project				383.98			

The works encompass widening along the same alignment from single carriageway to dual carriageway or dual two lane carriageway to dual three lane; pavement and shoulder strengthening or reinstatement; repairs and replacement of structures; junction improvements, including but not limited to construction of level separated interchange on 2 locations on M-05 road Kyiv – Odesa (km 15+390, km 21+847), 3 locations on M-06 road Kyiv – Chop (km 15+668, km 20+029, km 21+767) and 5 locations on M-01 road Kyiv – Chernigiv – Nowi Yarylovychi; additional measures to enhance safety for road users and pedestrians (e.g. guard rails, lighting, signage), including construction of 11 pedestrian bridges on M-06 road Kyiv – Chop; and measures to improve environmental impacts such as better drainage and noise protection. The last 24.4 km long section of the M-06 road Kyiv –





Chop, the Zhytomyr Bypass will be upgraded from a single 2 lane carriageway to a dual 2 lane carriageway.

The Project also includes consulting services to the Promoter in relation to (a) supervision of civil works; (b) preparation of design and tender documentation; (c) if necessary, providing support to the PIU and (d) any other services related to Project implementation

Calendar

Expected timetable for civil works is as follows:

Road	Destinations	Start Km	End Km	Section Length km	Construction start	Completion
M-06	Kyiv – Chop	14.08	128.00	113.92	Q1 2011	Q2 2012
		128.00	152.40	24.40	Q4 2017	Q4 2020
M-07	Kyiv – Kowel - Yagodyn	30.60	64.00	33.40	Q4 2011	Q4 2013
M-01	Kyiv – Chernigiv – Nowi Yarylovychi	18.73	98.10	79.37	Q2 2018	Q4 2021
M-05	Kyiv – Odesa	17.74	36.00	18.26	Q4 2013	Q4 2018
		42.00	87.00	45.00	Q4 2013	Q4 2018
		87.00	128.028	41.028	Q1 2020	Q4 2021
N-01	Kyiv – Znamyanka	14.74	43.35	28.61	Q2 2013	Q4 2017
Total Project				342.96	Q1 2011	Q4 2020

## 2. General

This Amendment Letter and its formation, construction and validity shall be governed by public international law.

The provisions of Article 11.02 (*Arbitration*), 11.03 (*The Borrower's Agent for Service*) of the Finance Contract are hereby incorporated into, and made a part of, this Amendment Letter as if fully contained herein, *mutatis mutandis*.

Notwithstanding anything herein to the contrary, nothing in this Amendment Letter or in the agreement constituted by the Borrower's acceptance of it constitutes a waiver, renunciation or other modification of any immunities, privileges or exemptions of the Bank.

No consents, waivers or amendments are given under this Amendment Letter in respect of any breach of, or default (howsoever defined) under the Finance Contract which might result from any other circumstance at any time other than in respect of the issues as specifically set out herein.

The agreement of the parties contained in this Amendment Letter shall only apply to the matters specifically referred to herein. Such agreement shall be without prejudice to any rights which the Bank or the Borrower may now or hereafter have in relation to any other circumstances or matters other than the issues as specifically referred to herein (and whether subsisting on the date hereof or otherwise).

No amendment fees will be charged by the Bank for the aforementioned proposed change. Nothing in this Amendment Letter imposes any increase in the financial obligations of the Borrower or the imposition of additional obligations on the Borrower under the Finance Contract.



Please indicate your agreement to this Amendment Letter by initialling each page of this Amendment Letter, and signing and dating each of the five originals of this Amendment Letter. Please then arrange for the return of two duly signed originals to the Bank by registered mail or courier, together with copies of the signing authorities of those persons signing on behalf of the Borrower, marked for the attention of Mr. Victor Dominiak. The amendments set out in this Amendment Letter shall become effective on the date (the "**Effectiveness Date**") on which the Bank notifies you that it has received:

- (i) the duly counter-signed originals of this Amendment Letter; together with
- (ii) the copies of the signing authorities of those persons signing on behalf of the Borrower.

Yours faithfully,

**EUROPEAN INVESTMENT BANK**

Jacopo LENSI ORLANDI

Head of Division

Slawomir ZULTAK

Transaction Management  
Officer

Agreed to  
for and on behalf of  
**Ukraine**

✓  
Name:

Title:

Date:

Oksana MARKAROVA  
Minister of Finance of Ukraine  
March 03, 2020