Dr. sc. Vlado Mezak  
Executive Director  
Port of Rijeka Authority  
51000 Rijeka  
Republic of Croatia  

Re: Republic of Croatia: Loan No. 7638-HR  
(Second Rijeka Gateway Project)  
Amendment No. 2

Dear Dr. Mezak:

We refer to the loan agreement between the Port of Rijeka Authority ("Borrower") and the International Bank for Reconstruction and Development ("Bank") dated April 17, 2009, as amended on February 4, 2014, for the above-reference Project ("Loan Agreement"). Reference is also made to letters dated January 18, 2016, and May 31, 2016, respectively, from you and Minister Zdravko Marić, requesting a second restructuring of the Project.

After careful consideration, we are pleased to inform you that the Bank has agreed to amend the following sections of the Loan Agreement:

The table in Section IV, Part A.2 of Schedule 2 to the Loan Agreement shall be amended to read as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (Expressed in Euro)</th>
<th>Percentage of Expenditures to be Financed (including Taxes)</th>
</tr>
</thead>
</table>
| (1) Goods, Works, Services (other than Consultants' Services), Consultants' Services, and Training | 83,719,685.91 | 75%  
(for payments made from February 4, 2014, through December 31, 2015)  
95%  
(for payments made on January 1, 2016, and thereafter) |
| (2) Interest and other charges on the Loan accrued on or before September 14, 2014 | 70,314.09 | Amounts due pursuant to Section 2.04 of this Agreement in accordance with Section 2.07(c) of the General Conditions |
### Table: Amounts and Percentages

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (Expressed in Euro)</th>
<th>Percentage of Expenditures to be Financed (including Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(3) Front-end Fee</td>
<td>210,000.00</td>
<td>Amounts payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions</td>
</tr>
<tr>
<td>(4) Premia for Interest Rate Caps and Interest Rate Collars</td>
<td>0</td>
<td>Amount due under Section 2.07(c) of this Agreement</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>84,000,000.00</td>
<td></td>
</tr>
</tbody>
</table>

All the other terms and conditions of the Loan Agreement that have not been amended shall remain unchanged and in full force and effect.

Please confirm your agreement to the foregoing amendments by signing and dating two originals of this amendment letter and returning one fully signed original to us. The provisions of this amendment letter will become effective as of the date of your countersignature, upon receipt by the World Bank of one fully countersigned original of this amendment letter.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Carlos Piñerúa
Country Manager
World Bank Croatia

CONFIRMED AND AGREED: [Signature]

PORT OF RIJEKA AUTHORITY

By: ZORKA BEGANOVIC
Title: POMOĆNICA ZAVNATELJA
Date: 11.07.2016
cc:  His Excellency Zdravko Maric, Minister of Finance
     His Excellency Oleg Butkovic, Minister, Ministry of Maritime Affairs, Transport and Infrastructure
     Mrs. Jadranka Frzop, Assistant Minister, Ministry of Maritime Affairs, Transport and Infrastructure
     Mr. Frank Heemskerk, Executive Director, The World Bank