

LN 8474-BY



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October 26, 2015

His Excellency
Mr. Mikhail I. Rusy
Deputy Prime Minister
Council of Ministers of the Republic of Belarus
House of Government
Minsk, 220010
Sovetskaya Str. 11
Republic of Belarus

**Re: BELARUS: Loan No. 8474-BY (Forestry Development Project)
First Amendment to the Loan Agreement**

Excellency:

Please refer to the Loan Agreement between the Republic of Belarus (the Borrower) and the International Bank for Reconstruction and Development (the Bank), dated April 2, 2015 (the Loan Agreement) for the Forestry Development Project (the Project). The capitalized terms used in this letter (the Amendment Letter) and not defined herein have the meaning ascribed to them in the Loan Agreement.

We would like to bring to your attention an anomaly regarding the Loan repayment terms set forth in Schedule 3 (Amortization Schedule) to the Loan Agreement. The said repayment terms differ from the repayment terms selected by the Borrower during negotiations of the Project and later approved by the Bank's Board of Executive Directors. The Bank apologizes for this oversight. In order to properly reflect the Borrower's selected Loan repayment terms the Bank agrees to amend Schedule 3 to the Loan Agreement as set forth in the Annex to this Amendment Letter.

Please confirm your agreement with the foregoing amendment by signing and dating this Amendment Letter in the spaces provided below. All other provisions of the Loan Agreement except as amended through this Amendment Letter shall remain in full force and effect. This Amendment Letter shall be executed in two (2) counterparts each of which shall be an original.

The provisions set forth in this Amendment Letter shall become effective upon the date of the countersignature and receipt by the Bank of one fully executed original of this amendment letter.

Sincerely,

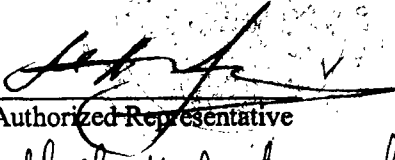
**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

Qimiao Fan
Country Director
Belarus, Moldova and Ukraine
Europe and Central Asia Region

AGREED AND CONFIRMED:

REPUBLIC OF BELARUS

By:


Authorized Representative

Name:

Mikhail M. Amelyanovich

Title:

Minister of Forestry of the Republic of Belarus

Date:

January 28, 2016

cc: H. E. Mr. Vladimir V. Amarin, Minister, Ministry of Finance of the Republic of Belarus
H. E. Mr. Mikhail M. Amelyanovich, Minister, Ministry of Forestry of the Republic of Belarus

SCHEDULE 3

Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share"). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each April 15 and October 15 Beginning April 15, 2020, through October 15, 2029	 5%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
- (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
 - (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.
3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
- (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.
5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.