No. 45026*

International Bank for Reconstruction and Development and Belarus

Loan Agreement (Additional Loan for Social Infrastructure Retrofitting Project) between the Republic of Belarus and the International Bank for Reconstruction and Development (with schedules, appendix and International Bank for Reconstruction and Development General Conditions for Loans, dated 1 July 2005, as amended through 17 October 2007). Minsk, 16 January 2008

Entry into force: 15 May 2008 by notification

Authentic texts: English

Registration with the Secretariat of the United Nations: *International Bank for*

Reconstruction and Development, 16 June 2008

Banque internationale pour la reconstruction et le développement

et

Bélarus

Accord de prêt (Prêt additionnel pour le projet de replacement de l'infrastructure sociale) entre la République du Bélarus et la Banque internationale pour la reconstruction et le développement (avec annexes, appendice et Conditions générales applicables aux prêts de la Banque internationale pour la reconstruction et le développement, en date du 1er juillet 2005, telles qu'amendées au 17 octobre 2007). Minsk, 16 janvier 2008

Entrée en vigueur: 15 mai 2008 par notification

Textes authentiques: anglais

Enregistrement auprès du Secrétariat des Nations Unies : Banque internationale

pour la reconstruction et le développement, 16 juin 2008

^{*} The text reproduced below is the original text of the agreement as submitted. For ease of reference, it was sequentially paginated. The final UNTS version of it is not yet available. Le texte reproduit ci-dessous est le texte authentique de l'accord tel que soumis pour enregistrement. Pour référence, il a été présenté sous forme de la pagination consécutive. La version finale RTNU n'est pas encore disponible.

[ENGLISH TEXT – TEXTE ANGLAIS]

LOAN NUMBER 4876 BY

LOAN AGREEMENT

Agreement dated January 16, 2008, between REPUBLIC OF BELARUS ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") for the purpose of providing additional financing for activities related to the Social Infrastructure Development Project (the "Original Project").

ARTICLE I - GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions, in the Appendix to this Agreement or in the Original Loan Agreement, provided that these terms are not defined in the General Conditions or in the Appendix to this Agreement.

ARTICLE II - FINANCING

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of fifteen million United States Dollars (US\$15,000,000) ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Variable Spread. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02 (d) of the General Conditions.
- 2.05. The Payment Dates are May 15 and November 15 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

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ARTICLE III - PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV - EFFECTIVENESS; TERMINATION

4.01 The Effectiveness Deadline is the date one hundred twenty (120) days after the date of this Agreement.

ARTICLE V - REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower's Representative is the First Deputy Prime Minister.
- 5.02. The Borrower's Address is:

First Deputy Prime Minister Council of Ministers House of Government Minsk, 220010 11 Sovetskaya Street Republic of Belarus

Facsimile:

375 17 2226665

5.03. The Bank's Address is:

International Bank for Reconstruction and Development 1818 H Street, N.W. Washington, D.C. 20433 United States of America

Cable address:

Telex:

Facsimile:

1-202-477-6391

INTBAFRAD Washington, D.C. 248423(MCI) or 64145(MCI)

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AGREED at Minsk, Republic of Belarus, as of the day and year first above written.

REPUBLIC OF BELARUS

By: /s/ Valeri Nikolayevich Koreshkov

Authorized Representative

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: /s/ Craig Bell

Authorized Representative

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SCHEDULE 1

Project Description

The objective of the Project is to improve the functional and health environments of social sector facilities (schools, hospitals, kindergartens and retirement houses, etc.) with particular emphasis on reducing energy consumption.

The Project consists of all parts of the Original Project.