H.E. Yuriy Kolobov  
Minister  
Ministry of Finance of Ukraine  
12/2 Hrushevsky St.  
Kyiv, 01008  
Ukraine

April 5, 2013

Public Finance Modernization Project (Loan No. 4882-UA)  
Amendment to the Loan Agreement

Excellency,

We refer to the Loan Agreement (Agreement) between the Ukraine (Borrower) and the International Bank for Reconstruction and Development (Bank) for the above-referenced Project, dated March 25, 2008, to our correspondences regarding amendments to the Agreement and the letter dated March 15, 2013 sent to the Bank by the Director of the Minister Support Department requesting an amendment to the Loan Agreement. The Bank accordingly proposes to amend the Agreement as follows:

**Project Execution**

1. A new sub-Section C shall be added to Section I of Schedule 2 to the Agreement, to read as follows:

   “C. PFMS Implementation

   1. The Borrower shall, by no later than July 31, 2013, provide evidence, satisfactory to the Bank, that it has initiated the bidding process for the implementation of the PFMS information and communication technology (ICT) solutions under Part 2(c) of the Project.

   2. The Borrower shall, by no later than December 3, 2014, provide evidence, satisfactory to the Bank, that it has approved the detailed PFMS system design developed under Part 2(c) of the Project, as a basis for software development, testing and acceptance.

   3. The Borrower shall, by no later than June 15, 2015, provide evidence, satisfactory to the Bank, that the PFMS ICT solutions developed under Part 2(c) of the Project are acceptable and fully operational.”
Withdrawal of Loan Proceeds

2. The table set forth in Section IV.A. 2 of Schedule 2 to the Agreement shall be revised to read as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, services and, training for Part 2(c) of the Project</td>
<td>44,025,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, services and training for all Parts of the Project, other than Part 2(c); incremental operating costs and audit</td>
<td>5,850,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Front-end Fee</td>
<td>125,000</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>50,000,000</td>
<td></td>
</tr>
</tbody>
</table>

Defined terms used in this letter and not defined herein shall have the meanings given to them in the Agreement.

All other terms of the Loan Agreement shall remain the same.
Please confirm your agreement with the foregoing, on behalf of the Borrower by signing, dating and returning to us the enclosed copy of this letter. Upon receipt by the World Bank of a countersigned copy of this letter, the amendment will become effective as of the date of the countersignature.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Viktoria Stryachenko
Acting Country Director
Ukraine, Belarus and Moldova
Europe and Central Asia

CONFIRMED AND AGREED:

UKRAINE

By: Yuriy Kolobov
Authorized Representative
Name: Yuriy Kolobov
Title: Minister of Finance
Date: April 10, 2013