

The World Bank
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

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CONFORMED COPY

Date: June 27, 2011

Mr. Herman Klaassen
Chief Executive Officer
Banque Populaire du Rwanda
BP 1348
Kigali
Rwanda

**Re: Agriculture Finance Support Facility (AgriFin) Grant to Banque Populaire du Rwanda
Amendment No. 1 to the AgriFin Grant Agreement (TF097812)**

Dear Mr. Klaassen:

1. We refer to the Letter Agreement between the International Bank for Reconstruction and Development and International Development Association (the “World Bank”), acting as administrator of grant funds provided by Bill and Melinda Gates Foundation, under the Agriculture Finance Support Facility Trust Fund (AgriFin)(TF071239), and Banque Populaire du Rwanda (the “Recipient”), effective as of February 23, 2011, in relation to the AgriFin Grant to the Recipient (the “Agreement”).

2. Pursuant to our recent discussion regarding the revisions to the disbursement category under the Agreement, the World Bank hereby proposes to amend Section 3.01 of the Annex to the Agreement to read as follows:

“3.01. *Eligible Expenditures.* The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) the Standard Conditions; (b) this Article; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank, and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (Expressed in USD)	Percentage of Expenditures to be Financed (inclusive of taxes)
Consultants' services	784,786	100%
Goods, Training and Operating Costs	165,214	13%
TOTAL AMOUNT	950,000	

(a) “Operating Costs” means salary of dedicated staff working on agribusiness but excluding salaries of consultants.

(b) "Training" includes workshops and means reasonable expenditures, incurred by the Recipient, to finance rental of training facilities and equipment; travel, per diem and accommodation of consultants, not included under the consultants services category; and costs of training materials and supplies."

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

4. All other terms of the Agreement shall remain the same.

5. Please confirm your agreement to the foregoing, on behalf of the Recipient, by signing, dating, and returning to us the enclosed copy of this Amendment. Upon receipt by the Bank of the copy of this Amendment countersigned by you, this Amendment will become effective as of the date of countersignature.

Very truly yours,

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION**

/s/ Mark Cackler
Acting Director
Agriculture & Rural Development Department

AGREED:

BANQUE POPULAIRE DU RWANDA

By: /s/ Herman Klaassen
Authorized Representative

Date: June 30, 2011

Title: Chief Executive Officer