March 19, 2012

H. E. Keat Chhon
Deputy Prime Minister
Minister of Economy and Finance
Phnom Penh
Kingdom of Cambodia

Re: Multi-Donor Trust Fund Grant Agreement for the Cambodia Trade Development Support Project
Amendments to the Grant Agreement (No. TF-093573)

Excellency:

We refer to the Grant Agreement dated January 14, 2009 between the Kingdom of Cambodia (the Recipient) and the International Development Association (the Association) for the above-mentioned Project, as amended (the Agreement).

We also refer to (a) your letter dated February 14, 2012, requesting the following: (i) to extend the closing date of the Agreement; and (ii) to use the updated procurement and consultant guidelines under the Agreement; and (b) the decision of the Donors to the Multi-Donor Trust Fund Grant Agreement for the Cambodia Trade Development Support Project to stop funding Priority Operating Costs after June 30, 2012.

In response to these requests, the Association, as Administrator of Multi-Donor Trust Fund Grant Agreement for the Cambodia Trade Development Support Project, hereby agrees to modify the Agreement as follows:

1. Section III.A.1 of Schedule 2 to the Agreement is replaced by the following:

   "1. Procurement and Consultant Guidelines. All goods, works, non-consulting services and services required for the Program and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

   (a) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011, and with the provisions of this Section; provided however that goods, works and non-consulting services for which the procurement process was initiated under the Original Financing Agreement prior to the Effective Date of this Amendment, may be procured in accordance with the requirements set forth or referred to in Section I of the “Guidelines: Procurement under IBRD Loans and IDA"
Credits” published by the Association in May 2004 and revised in October 2006, in the case of goods, works, non-consulting services;

(b) Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011”, and with the provisions of this Section; provided however that consultants’ services for which the procurement process was initiated under the Original Financing Agreement prior to the Effective Date of this Amendment may be procured in accordance with the requirements set forth or referred to in Section I and IV of the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Association in May 2004 and revised in October 2006, in the case of consultants’ services; and

(c) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Program in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).”

2. The table in Section IV of Schedule 2 to the TDSP Grant Agreement is amended to read as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works, Goods, non-consulting Services, Consultants’ Services, Training and Workshops, and Incremental Operating Costs</td>
<td>12,255,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) MBPI under Part C.1 of the Program up to December 31, 2009</td>
<td>0</td>
<td>90% in calendar year 2009</td>
</tr>
<tr>
<td>(3) POC under Part C of the Project up to June 30, 2012</td>
<td>95,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>12,350,000</td>
<td></td>
</tr>
</tbody>
</table>

3. The date in Section IV.B.2. of Schedule 2 to the Agreement is replaced by the following date: January 31, 2014

It is the Bank’s policy to make publicly available the Agreement and any information related thereto, including this Letter of Amendments. By confirming its agreement below, the Recipient consents to disclosure of this Letter of Amendments after Letter of Amendments has become effective.
Except as specifically amended hereby, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Please confirm your agreement with this Letter of Amendments by countersigning, dating and returning to us the enclosed copy of this letter. Upon receipt by the Association of the countersigned copy of this letter, the amendments shall become effective as of the date of such countersignature.

Sincerely yours,

Maria Ionata  
Acting Country Director for Cambodia  
East Asia and Pacific Region

[Stamp]  
KINGDOM OF CAMBODIA

By: KEAT CHHON  
Authorized Representative  
Deputy Prime Minister  
Minister of Economy & Finance  
Date: 29 MAR 2012