November 12, 2012

H. E. Ali Mahmoud Abdel Rasool
Minister
Ministry of Finance and National Economy
Khartoum, Republic of the Sudan

Re: Improving Livestock Production and Marketing Project (MDTF-NS TF090693)
First Amendment to Restated and Amended Financing Agreement

Excellency:

We refer to the grant agreement dated August 29, 2007, between the Republic of the Sudan (the Recipient) and the International Development Association (World Bank), acting as administrator of grant funds provided by various donors under the Multi-Donor Trust Fund for the Sudan (MDTF-NS), as amended and restated on August 22, 2010 (the Agreement). We also refer to your letter dated February 15, 2012, requesting restructuring and provision of additional financing to the Project. We are pleased to inform you that the World Bank agrees to your request. Consequently, the Agreement is amended as follows:

1. The first paragraph of the Agreement is amended to read as follows:
   “In response to the request for financial assistance made on behalf of the Republic of the Sudan (“Recipient”), I am pleased to inform you that the International Development Association (“World Bank”), acting as administrator of grant funds provided by Multi-Donor Trust Fund for the Sudan (“MDTF-NS”), proposes to extend to the Recipient, a grant in an amount not to exceed eight million three hundred and ten thousand United States Dollars (USD 8,310,000) (“Grant”), consisting of four million United States Dollars (USD 4,000,000) in original grant, two million five hundred and ten thousand United States Dollars (USD 2,510,000) in first additional grant and one million eight hundred thousand United States Dollars (USD 1,800,000) in second additional grant, on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annexes, to assist in the financing of the project described in the Annex A (“Project”).

This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the Donors. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.”
2. Section 1.01 of Annex A is amended to read as follows:

"1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated **February 15, 2012** ("Standard Conditions") constitute an integral part of this Agreement."

3. Paragraphs (c), (k) and (n) of Section 1.02 of Annex A are amended to read as follows:

   (c) "Consultant Guidelines" means "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated **January 2011**;

   (k) "Procurement Plan" means the Recipient's procurement plan for the Project dated **September 11, 2012** and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs;


4. Section 2.01 of Annex A is amended to read as follows:

"The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 ("Anti-Corruption Guidelines"); and (c) this Article II."

5. Section 2.06(a) of Annex A is amended to read as follows:

"**General.** All goods, works and services required for the Project 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:

   (i) Section I of the Procurement Guidelines, in the case of goods, works and non-consulting services;

   (ii) Sections I and IV of the Consultant Guidelines in the case of consultants' services; and

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

6. The table at Section 3.01 of Annex A to the Agreement is deleted in its entirety and replaced by the table annexed to this letter (Letter of Amendment) as Attachment I.

7. The Closing Date at Section 3.03 of Annex A to the Agreement is amended to read **June 30, 2013.**
8. Annex B to the Agreement is deleted in its entirety.

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

Very truly yours,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: Moslem Alamir
Acting Country Manager

AGREED:
REPUBLIC OF THE SUDAN

By H. E. Ali Mahmoud Abdel Rasool
Minister of Finance and National Economy

Date: 26/11/2012
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to the Date of the Agreement Providing for the Amendment and Restatement of the Grant Agreement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Goods</td>
<td>283,300</td>
<td>100%</td>
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<tr>
<td>(2) Works</td>
<td>713,058</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Consultants services including training, workshops and study tours</td>
<td>1,391,168</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Sub-Grants</td>
<td>136,132</td>
<td>100%</td>
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<tr>
<td>(5) Operating costs</td>
<td>121,561</td>
<td>100%</td>
</tr>
<tr>
<td>As of the Date of the Agreement Providing for the Amendment and Restatement of the Grant Agreement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(6) Goods, works, consultants’ services, Training, Study Tour and Workshops, Sub-Grants, and Operating Costs</td>
<td>5,664,781</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>8,310,000</strong></td>
<td></td>
</tr>
</tbody>
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