Dear Senior Secretary Mejbahuddin:

We refer to the USAID Co-financing Trust Fund Grant Agreement dated July 10, 2013 between the People’s Republic of Bangladesh (the “Recipient”) and the International Development Association (the “World Bank”), acting as administrator of the United States Agency for International Development Trust Fund for the Rural Electrification and Renewable Energy Development Project, for the above-mentioned Project, as amended (the “Grant Agreement”). We also refer to: (i) your letter dated June 5, 2016 requesting the World Bank to extend the Closing Date of the above-captioned grant provided for under the Grant Agreement; and (ii) the additional contribution we have received from USAID financing of the above-mentioned Project.

Accordingly, the World Bank proposes to amend the Grant Agreement as follows:

1. All references to the Grant Agreement and the USAID Co-financing Trust Fund Project Agreement (the “Project Agreement”) to “USAID Grant No. TF015034” shall be amended to read USAID Grant Agreement No. TF015034 and USAID Parallel Trust Fund No. TF A3639.

2. Section 3.01 of the Grant Agreement is amended to read as follows (emphasis added):

   “3.01. The World Bank agrees to extend to the Recipient, on terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to five million nine hundred ninety seven thousand five hundred United States Dollars (U.S.$5,997,500) (“Grant”), and a Grant Funds (from USAID Parallel Trust Fund Grant No. TF A3639) of one million seventy-two thousand five hundred United States Dollars (U.S.$1,072,500). Accordingly, the Grant Funds available to the Recipient amounts to seven million seventy thousand United States Dollars (U.S.$7,070,000) to assist in financing the Project.

3. The table in paragraph 2 of Section IV.A of Schedule 2 to the Grant Agreement is amended to read as set forth in the Attachment to this letter.
4. Paragraph B.2 of Section IV to Schedule 2 of the Grant Agreement is amended as follows:

"2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is December 31, 2018."

Except as specifically amended by this letter of amendment, all other provisions of the Grant Agreement shall remain unchanged and in full force and effect.

Please confirm your agreement to the foregoing on behalf of the Recipient by countersigning and dating the corresponding form of confirmation set forth below, and returning one fully signed original of this letter to us.

Upon receipt by the World Bank of the copy of this letter of amendment duly countersigned by the authorized representative of the Recipient, the above amendments to the Grant Agreement shall become effective as of the date of the countersignature.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]

Qimiao Fan

CONFIRMED:
PEOPLE'S REPUBLIC OF BANGLADESH

[Signature]

By: Kazi Shofiqul Azam

Name: Kazi Shofiqul Azam
Title: Additional Secretary, Economic Relations Division, Ministry of Finance, Govt. of the People's Republic of Bangladesh
Date: 28.11.16

cc: Mr. Subhash Chandra Garg, Executive Director for Bangladesh, World Bank
Mr. M. Musharraf Hossain Bhuiyan, Alt. Executive Director for Bangladesh, World Bank
Mr. Suresh Yadav, Advisor to the Executive Director, World Bank
Attachment

People's Republic of Bangladesh
USAID Grant No. TF015034; USAID Parallel Trust Fund No. TF A3639
Revised Withdrawal Schedule

<table>
<thead>
<tr>
<th>Category</th>
<th>TF015034 Amount of the Grant Allocated (expressed in USD)</th>
<th>TF A3639 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>(1) Sub-grants under Part A.1 of the Project</td>
<td>4,800,000</td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>(2) Sub-grants under Part A.2 of the Project</td>
<td>597,500</td>
<td>1,072,500</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, Consultants’ Services, Training and Incremental Operating Costs under Part A of the Project</td>
<td>600,000</td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>5,997,500</strong></td>
<td><strong>1,072,500</strong></td>
<td></td>
</tr>
</tbody>
</table>
bcc: Messrs/Mmes: S. Juma, L. Sieghart, I. Keeman (SACBN); J. Oka (SACSA); R. Paralkal, A. Amrose, C. Egen-Zucchi, A. Zareen, D. Dossani, M.B. Alam, T. Hossain (SACBD); D. Papathanasiou; Z. Sadeque, I. Diaw, G. Gautam, S. Javed (GEEDR); M. Atikuzzaman (GGODR); S. Shivkumar, S. Sridhara, L. Mummadavarapu (WFALN); J. Alvarez, B. J. Alva-Luperdi, B. Morata, M. Prachar (LEGES); S. Saravanan (TACT); M. Mahbub (SAREC); WBDocs