Re: Plurinational State of Bolivia: Credit No. 5454-BO Access and Renewable Energy Project

First Amendment to the Financing Agreement

Excellency,

Please refer to the Agreement between the Plurinational State of Bolivia (the Recipient) and the International Development Association (the Association), dated August 21, 2014, for the Access and Renewable Energy Project (the Project). The capitalized terms used in this letter (the Amendment Letter) and not defined herein have the meaning ascribed to them in the Financing Agreement.

Pursuant to your letter of request dated July 21, 2015, and the subsequent conversations held between the Recipient and the Association, the Association hereby agrees to amend the Financing Agreement as follows:

1. Section 4.01 of the Financing Agreement is hereby amended and replaced to read in its entirety as follows:

   “4.01. The Additional Conditions of Effectiveness consist of the following:

   (a) the Inter-Institutional Agreement with the Gobierno Autónomo Departamental de Chuquisaca has been: (i) executed on behalf of the Recipient and the Gobierno Autónomo Departamental de Chuquisaca; and (ii) duly ratified by the Gobierno Autónomo Departamental de Chuquisaca.

   (b) The Operational Manual has been adopted by the Recipient, through the MHE.”

2. The table in Section IV.2 of Schedule 2 to the Financing Agreement is hereby amended and replaced to read in its entirety as follows:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) (a) Goods, works and consultants' services for the Subprojects to be carried out in the jurisdiction of Gobierno Autónomo Departamental de Potosí or any given Department (other than the Gobierno Autónomo Departamental de Chuquisaca)</td>
<td>16,400,000</td>
<td>100% of the amount disbursed by the Recipient under the Subprojects</td>
</tr>
<tr>
<td>(b) Goods under Parts I.2 (b) and 3 (b) of the Project to be carried out in the jurisdiction of Gobierno Autónomo Departamental de Potosí or any given Department (other than the Gobierno Autónomo Departamental de Chuquisaca)</td>
<td>100,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) (a) Goods, works and consultants' services for the Subprojects to be carried out in the jurisdiction of the Gobierno Autónomo Departamental de Chuquisaca</td>
<td>11,370,000</td>
<td>100% of the amount disbursed by the Recipient under the Subprojects</td>
</tr>
<tr>
<td>(b) Goods under Parts I.2 (b) and 3 (b) of the Project to be carried out in the jurisdiction of the Gobierno Autónomo Departamental de Chuquisaca</td>
<td>150,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, consultants' services (including audits), Training and Operating Costs for Parts II and III of the Project</td>
<td>4,380,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>32,400,000</td>
<td></td>
</tr>
</tbody>
</table>
3. Section IV.B.1 of Schedule 2 to the Financing Agreement is hereby amended and replaced to read in its entirety as follows:

"l. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for:

(a) payments made prior to the date of this Agreement; and

(b) payments under Category 1(a) and (b) unless the Inter-Institutional Agreement with the Gobierno Autónomo Departamental de Potosí or any given Department (other than the Gobierno Autónomo Departamental de Chuquisaca) has been: (i) executed on behalf of the Recipient and the Gobierno Autónomo Departamental de Potosí or any given Department (other than the Gobierno Autónomo Departamental de Chuquisaca); and (ii) duly ratified by the Gobierno Autónomo Departamental de Potosí or any given Department (other than the Gobierno Autónomo Departamental de Chuquisaca)."

Please confirm your agreement with the foregoing amendment by signing and dating this Amendment Letter in the spaces provided below. All other provisions of the Financing Agreement except as amended through this Amendment Letter shall remain in full force and effect. This Amendment Letter shall be executed in two (2) counterparts each of which shall be an original.

The provisions set forth in this Amendment Letter shall become effective upon the date of the countersignature and receipt by the Association of one fully executed original of this amendment letter.

Please also note that the approved Restructuring Paper dated August 31, 2015 will be disclosed on the Association’s external website.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]
Alberto Rodríguez
Director
Bolivia, Chile, Ecuador, Peru and Venezuela
Latin America and the Caribbean Region

AGREED:

PLURINATIONAL STATE OF BOLIVIA

By: [Signature]
Authorized Representative

Name: ____________________________
Title: ____________________________
Date: 18 SEP 2015