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Mr. M Musharraf Hossain Bhuiyan
Secretary
Economic Relations Division
Ministry of Finance
Block 8, Room 3
Sher-e-Bangla Nagar
Dhaka

June 9, 2011

Dear Mr. Bhuiyan:

Rural Transport Improvement Project (Credit No. 3791-BD) and Additional Financing for Rural Transport Improvement Project (Credit No. 3791-1-BD): Amendments to the Development Credit Agreement and to the Financing Agreement

We refer to: (i) the Development Credit Agreement between the People’s Republic of Bangladesh (the Recipient) and the International Development Association (the Association) for the Rural Transport Improvement Project, dated June 30, 2003, as amended (the Development Credit Agreement); and (ii) the Financing Agreement between the Recipient and the Association for the Additional Financing for Rural Transport Improvement Project, dated February 7, 2008, as amended (the Financing Agreement).

We also refer to the letter dated February 23, 2011 of Fahmida Akhtar, Deputy Chief, Economic Relation Division, Ministry of Finance, requesting amendments to the Development Credit Agreement and the Financing Agreement.

We are pleased to inform you that, after due consideration, the Association agrees to amend the Development Credit Agreement and the Financing Agreement as follows:

1. For purposes of Section 2.03 (Closing Date) of the Development Credit Agreement and paragraph 2 (Closing Date) of Section IV.B of Schedule 2 to the Financing Agreement, the Association establishes June 30, 2012 as the later date.

2. The table in paragraph 1 of Schedule I to the Development Credit Agreement is amended to read as set forth in the Annex to this letter of amendment.

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

Unless the context otherwise requires or unless otherwise defined in this letter of amendment, all capitalized terms used in this letter of amendment shall have the same meanings assigned to them in the Development Credit Agreement or the Financing Agreement.
Mr. M Musharraf Hossain Bhuiyan

June 9, 2011

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 Association of the copy of this letter of amendment duly countersigned by the authorized representative of the Recipient, the above amendment to the Agreement shall become effective as of the date of countersignature.

Sincerely,

[Signature]

Ellen Goldstein
Country Director

AGREED:
PEOPLE'S REPUBLIC OF BANGLADESH

By: [Signature]

Authorized Representative

Name: Arastoo Khan

Title: Additional Secretary

Ministry of Finance

Govt. of the People's Republic of Bangladesh

Date: July 10, 2010

cc: Mr. Abu Alam Md. Shahid Khan, Secretary, Local Government Division
Mr. Arastoo Khan, Additional Secretary, ERD
Mr. Md. Wahidur Rahman, Chief Engineer, LGED
Mr. Md. Abdul Quader, Project Director-RTIP, LGED
Ms. Fahmida Akhtar, Deputy Chief, ERD
Annex

Revised Withdrawal Schedule

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount (SDR)</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Civil works:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Periodic maintenance</td>
<td>20,550,000</td>
<td>60%</td>
</tr>
<tr>
<td>b. Other civil works</td>
<td>106,410,000</td>
<td>80%</td>
</tr>
<tr>
<td>2. Goods</td>
<td>1,180,000</td>
<td></td>
</tr>
<tr>
<td>3. Consultants' services and training:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Training</td>
<td>1,130,000</td>
<td>100%</td>
</tr>
<tr>
<td>b. Consultants' services</td>
<td>8,730,000</td>
<td>80%</td>
</tr>
<tr>
<td>4. Incremental Operating Costs</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5. Unallocated</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,850,000</strong></td>
<td></td>
</tr>
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</table>