June 22, 2012

His Excellency Kerfalla Yansané
Minister of Economy and Finance
Ministry of Economy and Finance
Republic of Guinea

Re: GUINEA: Village Communities Support Program – Phase II
    Amendment to the Financing Agreement (Grant No. H329-GUI)

Excellency:

We refer to the Financing Agreement (the Financing Agreement) for the above-mentioned Project, dated September 20, 2007, between the Republic of Guinea (the Recipient) and the International Development Association (the Association). We also refer to your letters, dated December 19, 2011 and January 13, 2012, requesting specific amendments to the Financing Agreement.

We are pleased to inform you that the Association agrees to your request and proposes to amend the Financing Agreement as follows:

1. The Appendix (Definitions) to the Financing Agreement is amended by adding the following definitions:

   “Co-financier” means the International Funds for Agricultural Development.

   “Co-financing” means an amount of SDR6,600,000, to be provided by the Co-financier to assist in financing the Project.

   “Co-financing Agreement” means the agreement between the Recipient and the Co-financier, dated October 4, 2007 (as same may be amended), providing for the Co-financing.”

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods</td>
<td>835,000</td>
<td>62%</td>
</tr>
<tr>
<td>(2) Works</td>
<td>209,000</td>
<td>62%</td>
</tr>
<tr>
<td>(3) Consultants' services, including audits</td>
<td>889,000</td>
<td>62%</td>
</tr>
<tr>
<td>(4) Training</td>
<td>1,159,000</td>
<td>62%</td>
</tr>
<tr>
<td>(5) Subproject Grants</td>
<td>6,270,000</td>
<td>62% of amounts disbursed</td>
</tr>
<tr>
<td>(6) Operating Costs</td>
<td>1,558,000</td>
<td>62%</td>
</tr>
<tr>
<td>(7) Refund of Project Preparation Advance</td>
<td>580,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>(8) Unallocated</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT**

11,500,000

3. The Closing Date in Section IV.B of Schedule 2 to the Financing Agreement is extended to June 30, 2013.

Please indicate your agreement with the foregoing amendment by countersigning, dating and returning to us the enclosed copy of this letter, while keeping one original for your records. The amendment will become effective as of the date of the countersignature.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

Ousmane Diagana
Country Director for Guinea
Africa Region

ACKNOWLEDGED AND AGREED
H.E. Kerfalla Yansané

REPUBLIC OF GUINEA

By:  KERFALLA YANSAH

Name: __________________________

Title: MINISTRE DES FINANCES

Date: 27/06/2012
Cleared with and cc: Messrs: Molle (LEGAF), Chadab (CTRLA)

bcc: Messrs/Mmes: AFTOS Advisory (AFTOS); J, Saghir (AFTSN); K. Brooks, M. van Nieuwkoop, J. Hopkins, G. Kimboko (AFTAR); S. Follea (AFTEN); K. Sharkey (AFCCI); S. Crystal (AFCML); C. Niamien (AFTFM); A. Bah (AFTPC); A.E. Ranjeva (CTRLA); C. Kante, T. Diallo, S. Drame-Bah (AFMGN)