H. E. Louis Paul Motaze  
Minister of Economy, Planning and Regional Development  
Ministry of Economy, Planning and Regional Development  
Yaounde  
Republic of Cameroon

Excellency:

Republic of Cameroon – Agriculture Investment and Market Development Project  
Credit No. 5534-CM  
First Amendment to the Financing Agreement

We refer to the Financing Agreement ("Agreement") dated December 15, 2014, between the International Development Association ("Association") and the Republic of Cameroon ("Recipient"). We also refer to your letter dated November 14, 2017, requesting some specific modifications to the Agreement. Please note that the capitalized terms used in this letter ("Amendment Letter") and not defined herein have the meanings ascribed to them in the Agreement as applicable.

We are pleased to inform you that the Association proposes to amend the Agreement as set forth below:

1. Sub-paragraph (c) under Part A of Schedule 1 to the Agreement is amended to read as follows:

   "c. financing of basic public infrastructure investments, notably:
   (i) construction and/or rehabilitation of approximately 10 market platforms and 193 kilometers of feeder roads, rural roads and ponds in the Project Area; and
   (ii) maintenance of roads constructed or rehabilitated under A(c)(i) above; and"

2. Section I.D.1 (a) (ii) of Schedule 2 to the Agreement is amended to read as follows:

   "(ii) the proposed Producer Organization: (A) is a legal entity established and operating as a cooperative under the laws of the Recipient with the organization, management, technical capacity and financial resources necessary to carry out the proposed Sub-project; (B) has prepared a satisfactory business plan, including financing plan and budget and a satisfactory implementation plan and has established a comprehensive record keeping system; (C) has entered into a productive partnership with an agribusiness entity for the purpose of implementing the Sub-project; (D) has commenced negotiations with an approved FI for the purpose of financing up to 20% of the total estimated cost of the Sub-project; and (E) has demonstrated the capacity, and has committed, to
finance at least 10% of the total estimated cost of the Sub-project out of its own resources;”

3. Section I.D.1 (b) of Schedule 2 to the Agreement is amended to read as follows:

“(b) the maximum amount: (i) of all Matching Grants to a single Producer Organization shall not exceed the equivalent of eight million dollars ($8,000,000); and (ii) of each Matching Grant for a Sub-project shall not exceed the lesser of: (A) the equivalent of eight million dollars ($8,000,000); and (B) 70% of the total estimated cost of the Sub-project; and”

4. The table under Section IV.A.2 of Schedule 2 to the Agreement is amended to read as set forth in the Attachment below.

5. Section V of Schedule 2 to the Agreement is amended to read as follows:

“Section V. Other Undertakings

A. To facilitate the financing of Parts A(b)(ii), B(a)(iv) and B(c)(ii) of the Project, the Co-financing Deadline is January 31, 2015.”

6. Section I of the Appendix to the Agreement is amended as follows:

Paragraphs 13 and 14 are deleted in their entirety.

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 Amendment Letter, except as amended herein, shall remain in full force and effect.

This Amendment Letter shall be executed in two counterparts each of which shall be an original and shall become effective upon receipt by the Bank of one countersigned original of this Amendment Letter.

CONFIRMED AND AGREED:
REPUBLIC OF CAMEROON

By:

[Signature]

[Stamp]
<table>
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<tr>
<th></th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
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<td>100% (excluding value added tax and custom duties)</td>
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<td>(2)</td>
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<td>100% of amounts paid by the Recipient under the Matching Grants</td>
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<td>(3)</td>
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<td>100% (excluding value added tax and custom duties)</td>
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<td>(6)</td>
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<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
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<td>TOTAL AMOUNT</td>
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