Dr. Ngozi Okonjo-Iweala  
Coordinating Minister for the Economy and  
Honorable Minister of Finance  
Federal Ministry of Finance  
Finance Headquarters  
Central Business District  
Abuja, Nigeria

Nigeria: Commercial Agriculture Development Project  
(Credit No. 4539-NG)  
Amendment to the Financing Agreement

Honorable Minister:

We refer to the Financing Agreement for the above-referenced project, between the Federal Republic of Nigeria (the “Recipient”) and the International Development Association (the “Association”) dated May 5, 2009, as amended (the “Agreement”). We also refer to your letter dated February 7, 2014, requesting the restructuring of the project.

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

1. Schedule I to the Agreement is replaced in its entirety with the amended schedule I as set forth in Attachment I to this letter.

2. Section II.A of Schedule 2 to the Agreement is deleted and replaced in its entirety with the new Section II. A stating as follows:

   “The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth in the PIM. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than 30 days after the end of the period covered by such report.”

3. The table in Section IV.A.2 of Schedule 2 to the Agreement is replaced in its entirety with the amended table set forth in Attachment II to this letter.

4. The Closing Date specified in Section IV.B.2 of Schedule 2 to the Agreement is revised to read November 30, 2016.

5. Paragraph 2 of Section 1 of the Appendix to the Agreement is revised as follows: “Beneficiary” means a CIG or small and medium scale commercial farmers (in particular youth and women farmers) in any Participating State, as hereinafter defined, which has met the Grant eligibility criteria as set out in the PIM and as a result, has received, or is entitled to receive a Grant, as hereinafter defined.

All other provisions of the Agreement, except as amended herein, shall remain in full force and effect.
Please indicate your agreement with the foregoing amendments to the Agreement on behalf of the Recipient by countersigning and dating the two original copies of this letter and returning one countersigned original to us. The amendments to the Agreement shall become effective as of the date of countersignature of this letter.

Sincerely,

Sergiy Kulyk
Acting Country Director for Nigeria
Africa Region

AGREED:

FEDERAL REPUBLIC OF NIGERIA

By: [Signature]

Name: Ngozi Okonjo-Iweala

Title: Coordinating Minister for the Economy and Honorable Minister of Finance

Date: 08/29/2014
SCHEDULE 1

Project Description

The objectives of the Project are to: (i) strengthen agricultural production systems, and (ii) facilitate access to market for small and medium scale commercial farmers engaged in targeted agricultural value chains including aquaculture, cocoa, dairy, fruit trees, maize, palm oil, poultry, and rice in the Participating States.

The Project consists of the following Parts:

Part A: Agricultural Production and Commercialization

1. Provision of support, including technical advisory services, aimed at demonstrating and disseminating appropriate technologies, including propagation and use of improved exotic quality, high yielding seeds and seedlings, pest and disease resistant varieties, improved agronomic practices, cocoa beans drying and palm oil and kernel oil extraction improved techniques, hatchery development for fingerlings, waste water management for aquaculture, and improved technologies for egg and birds transportation, artificial insemination, milk hygiene and management of cold chain equipment, improved rice production and post harvest techniques.

2. Provision of grants to eligible Beneficiaries to empower them to adopt superior agricultural technologies and to enhance their farming and managerial capacity with a view to enabling them to improve their access to existing market opportunities for their produce.

3. Provision of support to small and medium scale commercial farmers to empower them with adequate tools and techniques - including management skills, land development and preparation, seed multiplication, extension and advisory services, soil and water management, animal traction and rotary cultivators, and primary processing technologies - needed to increase the yield as well as the production in targeted agricultural value chains.

4. (i) Development of appropriate market information systems to generate relevant marketing data and to disseminate the same in a timely manner among commercial farmers to increase their awareness about opportunities available for marketing their produce at the domestic as well as at the international markets level; (ii) Carrying out of a program to establish and build the capacity of at least two commodity marketing corporations designed to improve the marketing environment for agricultural produce in select agricultural value chains.

5. Formulation and carrying out of training programs aimed at building the capacity of (i) CIGs and CADAs to plan and execute programs required to sustain the development and expansion of their membership’s farming operations; and (ii) small and medium scale commercial farmers, in particular youth and women farmers, to increase agriculture yield and access markets for their produce.
Part B: Improvement of Rural Infrastructure

1. Construction and rehabilitation of about 308 km of selected farm access roads.

2. Carrying out of a program of activities to improve post-harvest management in targeted agricultural value chains, including (i) establishing, managing and operating aggregation and handling centers, such as paddy bulking centers, cashew sorting centers, storage facilities; (ii) farm gate produce primary conditioning and processing activities for selected value chains to improve quality and facilitate off-take of produce.

Part C: Project Management, Monitoring and Evaluation

1. Provision of logistical and technical support required to sustain activities pertaining to management, coordination, and supervision of the execution of the Project, including establishment and maintenance of appropriate management information systems, communication, and monitoring and evaluation systems.

2. Provision of technical assistance and training to enhance coordination of the implementation of Recipient's agricultural transformation agenda at the Federal and at the State levels.
Attachment II

Withdrawal Schedule

<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) Civil works <em>(pro memoria)</em></td>
<td>18,396,893.95</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods and equipment <em>(pro memoria)</em></td>
<td>5,202,059.63</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Training and workshops <em>(pro memoria)</em></td>
<td>6,196,980.52</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Consultant services <em>(pro memoria)</em></td>
<td>3,874,157.57</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Grants</td>
<td>24,000,000.00</td>
<td>100% of amounts disbursed to the Beneficiaries</td>
</tr>
<tr>
<td>(6) Operating Costs <em>(pro memoria)</em></td>
<td>7,099,236.99</td>
<td>100%</td>
</tr>
<tr>
<td>(7) Refund of Preparation Advance</td>
<td>633,348.00</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>(8) Unallocated</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>(9) Civil works, goods and equipment, Training and workshops, Consultant services and Operating Costs</td>
<td>35,297,323.34</td>
<td>100%</td>
</tr>
</tbody>
</table>

Total Amount: 100,700,000.00