H. E. Mrs. Adidjatou A. Mathys  
Minister of Economy and Finance  
Ministry of Economy and Finance  
Cotonou  
Benin

BENIN: Increased Access to Modern Energy Project  
(IDA Credit No. 4587-BJ and GEF Grant No. TF094664)  
Amendments to the Financing and GEF Grant Agreements

Excellency:

We refer to the financing agreement dated June 13, 2009 (the “Financing Agreement”), between the Republic of Benin (the “Recipient”) and the International Development Association (“IDA”) and the Global Environment Facility (“GEF”) grant agreement dated June 13, 2009 (the “Grant Agreement”, and together with the Financing Agreement, the “Agreements”), between the Recipient and the International Bank for Reconstruction and Development, acting as an implementing agency of the GEF (“IBRD” and together with IDA, the “World Bank”), for the above-referenced project (the “Project”).

Given the parallel co-financing arrangements contemplated under the Project (namely the financing to be provided by the Africa Renewable Energy Access trust fund (AFREA)), the following amendments are required to the Agreements:

1. Section 4.02 of the Financing Agreement is hereby deleted in its entirety and replaced by the following:

   “4.02. The Co-financing Deadline for the effectiveness of the Co-financing Agreements is two years of the Effective Date, or such later date as the Association may agree in writing.”

2. Part B.2 of Schedule 1 to each Agreement is hereby deleted in its entirety and replaced by the following:

   “2. Modernizing biomass energy services by:

   (a) promoting community-based wood-fuel management through: (i) the implementation of a community forestry management plan for approximately 300,000 ha of forests and inventorying as well as designing forestry management plan for additional 300,000 ha (approximately) in the Moyen Ouémé region; (ii) strengthening the
capacity of the DGE to implement the biomass energy sector information and monitoring system; and (iii) developing the legal and regulatory framework for promoting biofuels; and

(b) supporting biomass efficiency, inter-fuel substitution, and local economic development through: (i) training artisans involved in charcoal production on higher energy efficient conversion techniques; (ii) supporting the dissemination of tested improved charcoal cook stoves and Liquefied petroleum gas (LPG) stoves in Cotonou and Abomey-Calavi; and (iii) promoting apiculture and reforestation activities through the construction of bee-keeping facilities, the installation of water standpipes, the creation of rural wood-fuel markets, and the afforestation of selected areas in the Moyen Ouémé region.”

3. The table set forth in Section IV.A.2 of Schedule 2 to the Financing Agreement is hereby deleted and replaced by the table in Annex 1 to this letter.

All terms of the Legal Agreement not hereby amended shall remain in full force and effect.

Please indicate your agreement with the foregoing amendments to the Agreements on behalf of the Recipient by countersigning and dating the two original copies of this amendment letter and returning one countersigned original to us. Upon receipt by the World Bank of this countersigned copy of this amendment letter, the foregoing amendment shall become effective as of the date of the countersignature.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By //s// Olivier Fremond
Country Manager for Benin
Africa Region

ACKNOWLEDGED AND AGREED:

REPUBLIC OF BENIN

By: //s// Adidjatou A. Mathys
Name: Adidjatou A. Mathys
Title: Minister of Economy and Finance
Date: November 9, 2011
### Annex 1

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, consultants’ services and Operating Costs for Parts B.2(a), C.3, C.4 and C.5 of the Project</td>
<td>4,600,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works and consultants’ services and Operating Costs for Part A.1 of the Project</td>
<td>7,500,000</td>
<td>35%</td>
</tr>
<tr>
<td>(3) Goods, works and consultants’ services and Operating Costs for Parts A.3 and C.1 of the Project</td>
<td>1,350,000</td>
<td>100%</td>
</tr>
</tbody>
</table>