January 10, 2014

H. E. Daniel Kablan Duncan
Prime Minister,
Minister of Economy and Finance
Ministry of Economy and Finance
Abidjan, Côte d’Ivoire

RE: Republic of Côte d’Ivoire: (Grant No. H528-CI)
Small and Medium Enterprise Revitalization and Governance Project

Amendment to the Grant Agreement

Excellency:

We refer to the Grant Agreement dated November 26, 2009 ("Agreement"), between the Republic of Côte d’Ivoire ("Recipient") and the International Development Association ("Association"), as amended on November 9, 2011.

We also refer to your letter dated September 16, 2013, requesting specific amendments to the Agreement. Please note that capitalized terms used in this letter ("Amendment Letter") and not defined herein have the meaning ascribed to them in the Agreement.

We are pleased to inform you that the Association accedes to your request and proposes, through this Amendment Letter, to amend the Agreement as follows:

1. The table set forth under Section III.A.2 of Schedule 2 to the Agreement is deleted in its entirety and replaced with the table shown in the Attachment to this Amendment Letter.

2. Section III.B.2 of Schedule 2 to the Agreement is amended to read as follows:

   “2. The Closing Date is October 31, 2014.”

3. Paragraph 18 of the Appendix to the Agreement is amended to read as follows:

   “18. “Participating Institution” means any one (1) of the institutions targeted under the Project, namely, the Small and Medium Enterprise Credit and Financing Mutual Fund, the Investment Promotion Agency, the Ministry of Industry and Mines, the Ministry of Commerce, Handicrafts and Small and Medium Enterprise Promotion, the Ministry of Interior and the Ministry of Justice and Human Rights, and “Participating Institutions” means two (2) or more of said institutions.”
Please confirm your agreement with the foregoing amendments by signing and dating this Amendment Letter in the spaces provided below. Henceforward, all other provisions of the Agreement, except as amended through this Amendment Letter shall remain in full force and effect. This Amendment Letter shall be executed in two counterparts each of which shall be an original.

Upon confirmation, please return one fully executed original to us. The provisions set forth in this Amendment Letter shall become effective as of the date of countersignature upon receipt by the Association of the countersigned original of this Amendment Letter.

Sincerely,

Ousmane Diagana
Country Director for Côte d'Ivoire
Africa Region

CONFIRMED AND AGREED:

REPUBLIC OF COTE D'IVOIRE

By: Nalé KABA
Title: __________________________
Date: 23 JAN 2014
**REVISED TABLE**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Subproject Grants under Part 1 (a) of the Project</td>
<td>818,000</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>(2) Productive Investment Loans under Part 1 (b) (ii) of the Project</td>
<td>2,343,000</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, consultants’ services (including for audits), Training, and Operating Costs under Parts 1 (b) (i), 2 (a) and (b), and 3 of the Project</td>
<td>1,790,000</td>
<td>100</td>
</tr>
<tr>
<td>(4) Goods, works, non-consulting services, consultants’ services (including for audits), Training, and Operating Costs under Part 2 (c) of the Project</td>
<td>1,013,000</td>
<td>100</td>
</tr>
<tr>
<td>(5) Project Implementing Entity Project management fees (Section I.B.1 (g) of this Schedule)</td>
<td>370,000</td>
<td>100</td>
</tr>
<tr>
<td>(6) Goods, works, non-consulting services and consultants’ services for the Project, including Training, audits and Operating Costs (starting from January 10, 2014)</td>
<td>3,266,000</td>
<td>100</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>9,600,000</strong></td>
<td></td>
</tr>
</tbody>
</table>