December 30, 2015

Mr. Mohammad Mejbahuddin
Senior Secretary
Economic Relations Division
Ministry of Finance
Block 8, Room No. 3
Sher-e Bangla Nagar
Dhaka, Bangladesh

Bangladesh: Empowerment and Livelihood Improvement “Nuton Jibon” Project
(Credit No. 4757-BD)
Amendment to Financing Agreement

Dear Mr. Mejbahuddin:

We refer to the Financing Agreement dated August 23, 2010, between the People’s Republic of Bangladesh (the Recipient) and the International Development Association (the Association) for the above-referenced Project, as amended to date. We also refer to the letter dated November 18, 2015 from Dr. Delwar Hossain, Senior Assistant Chief, Economic Relations Division, Ministry of Finance, requesting us to bring forward the Closing Date of the above captioned Credit provided for under the Financing Agreement, as well as discussions between the Recipient and the Association relating to other amendments to the Financing Agreement.

We are pleased to inform you that the Association concurs with the request, and the Financing Agreement is amended as set forth below subsequent to the request and the above-mentioned discussions.

(A) Section IV.B.2 of Schedule 2 is amended to read as follows (emphasis added): “2. The Closing Date is December 31, 2015.”

(B) The table in Section IV.A.2 of Schedule 2 is amended to read as set forth in the Attachment to this amendment letter.

(C) The definition of “Operating Costs” in Section 1 of the Appendix is amended to read as follows (emphasis added):

“Operating Costs” means the incremental costs incurred by SDF directly related to the Project, including the costs of operations and maintenance of vehicles, office rental, office utilities and supplies, printing materials, advertising costs, communication costs, bank charges, costs of consumables procured under the Project, salaries, allowances and related long term employee cost of contracted staff of SDF, and travel allowances and costs for attending Project related meetings and workshops, but excluding salaries of the Recipient’s officials.”

All other provisions of the Financing Agreement, except as amended herein, remain unchanged.
Please confirm your agreement to the foregoing by signing the form of confirmation set forth below and returning one fully executed original of this amendment letter to us and retaining one original for your records. Upon receipt of the countersigned original of this amendment letter by the Association, this amendment letter shall become effective as of the date of the countersignature (except for the amendments under paragraph (B) and (C) above, which become effective as of December 1, 2013).

Very truly yours,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By __________________________
Iffath A. Sharif
Acting Country Director

AGREED:

PEOPLE'S REPUBLIC OF BANGLADESH

By: __________________________
Authorized Representative

Name: __________________________
Title: __________________________

Date: 21.1.2016

cc: Managing Director Social Development Foundation
House 4, Road 21, Sector 4
Utara Model Town
Dhaka-1230
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (Expressed in SDR Equivalent)</th>
<th>% of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Sub-grants to communities under Parts A.2 and B.2 of the Project</td>
<td>48,240,000</td>
<td>95%</td>
</tr>
<tr>
<td>(2) Goods, works, consultants’ services and Training and Operating Costs</td>
<td>11,620,000</td>
<td>100% for payments made before December 1, 2013</td>
</tr>
<tr>
<td>(3) Goods, works, consultants’ services and Training Parts A.1, B, C and D of the Project</td>
<td>7,940,000</td>
<td>100% for payments made on or after December 1, 2013</td>
</tr>
<tr>
<td>(4) Operating Costs under Parts A.1, C and D of the Project</td>
<td>8,400,000</td>
<td>100% for payments made on or after December 1, 2013</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>76,200,000</strong></td>
<td></td>
</tr>
</tbody>
</table>