WHEREAS, a Contribution Agreement dated April 18, 2012 was entered into by the International Bank for Reconstruction and Development (the “Bank”) and the Bill & Melinda Gates Foundation (the “Fund Donor,” and together with the Bank, the “Parties”) (the “Contribution Agreement”) for the purpose of receiving funds for the multi-donor trust fund for the CGIAR, TF 069018, and for which capitalized terms used therein and herein are used as defined in the Glossary as such term is defined in Annex I (Defined Terms) attached to such Contribution Agreement;

WHEREAS, the Contribution Agreement (also referred to as the Window 3 Contribution Agreement) was entered into for the Fund Donor to provide one or more grants to the CGIAR Fund for specific support to one or more Centers through Window 3, in each case in connection with a written agreement between the Fund Donor and the respective Center as specified herein; and

WHEREAS, the Fund Donor wishes to contribute additional funds for Window 3 to the CGIAR Fund;

NOW THEREFORE, the Parties hereto agree to amend the Contribution Agreement as follows:

1. The Fund Donor hereby agrees to contribute a total amount of US $8,486,428.00 (the “Contribution”) to the CGIAR Fund as specified in paragraph 3 below.

2. The Contribution shall be administered by the Trustee in accordance with the terms and conditions specified in the Contribution Agreement, including Annex 1 (Defined Terms) (until such time as Annex 1 is replaced by the Glossary through inclusion thereof in the Common Operational Framework, at which time such Glossary shall be incorporated by reference into the Contribution Agreement), Annex 2 (Trustee Provisions), and Annex 3 (Form of W3 Transfer Agreement), as well as the Governance Framework and the CGIAR Principles, which are hereby incorporated by reference, all of which constitute an integral part of the Contribution Agreement.

3. The Fund Donor shall deposit the Contribution in cash through a bank transfer into such account with such bank designated by the Trustee in accordance with the following payment schedule, in each case upon submission of a payment request by the Trustee:

   (i) US $6,836,428.00 upon effectiveness of this Amendment (“Installment 1”); and

   (ii) US $1,650,000.00 upon effectiveness of this Amendment (“Installment 2”)

4. When making deposits, the Fund Donor shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Fund Donor for the CGIAR Fund (TF 069018), and the date of the deposit.

5. Upon receipt and identification of any deposits, and subject to the terms of paragraphs A.2.6 and A.4.3 of Annex 2 attached to the Contribution Agreement, the Trustee shall assign the Contribution as follows:
<table>
<thead>
<tr>
<th>Installment</th>
<th>Amount</th>
<th>Window</th>
<th>Designation</th>
<th>CSP</th>
<th>Net Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$6,836,428.00</td>
<td>3</td>
<td>CIMMYT</td>
<td>$136,728.56</td>
<td>$6,699,699.44</td>
</tr>
<tr>
<td>2</td>
<td>$1,650,000.00</td>
<td>3</td>
<td>IITA</td>
<td>$33,000.00</td>
<td>$1,617,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$8,486,428.00</td>
<td></td>
<td></td>
<td>$169,728.56</td>
<td>$8,316,699.44</td>
</tr>
</tbody>
</table>

6. (a) The Fund Donor has entered into the Centro Internacional de Mejoramiento de Maíz y Trigo ("CIMMYT") Grant Agreement OPPGD1390, as amended, attached hereto as Annex 1 with respect to a portion of the Window 3 funds being provided hereunder to CIMMYT, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that such funds will be used for the purposes and in accordance with the terms specified therein.

   (b) The Fund Donor has entered into the International Institute of Tropical Agriculture ("IITA") Grant Agreement OPP1079000, as amended, attached hereto as Annex 2 with respect to a portion of the Window 3 funds being provided hereunder to IITA, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that such funds will be used for the purposes and in accordance with the terms specified therein.

7. No portion of the Contribution is earmarked for lobbying activity.

8. The offices responsible for coordination of all matters related to the implementation of the Contribution Agreement and this Amendment are, except as may be notified in writing to the other Contact:

   **For the Trustee (the “Trustee Contact”):**
   Director
   Trust Funds and Partnerships
   The World Bank
   1818 H Street, NW
   Washington, DC 20433, U.S.A.
   Tel: +1 202 473 7654
   Fax: +1 202 614 0249

   **For the Fund Donor (the “Fund Donor Contact”):**
   Saki Kato
   Senior Coordinator, Grants and Contracts
   Management
   Bill & Melinda Gates Foundation
   1432 Elliott Avenue West
   Seattle, WA 98119, U.S.A.
   Tel: +1 206 709 3100
   Fax: +1 206 494 7111

9. All other terms of the Contribution Agreement shall remain the same.

10. This Amendment may be executed in separate counterparts and by each of the Parties separately on a separate counterpart, and each such counterpart, when so executed, shall be an original. Such counterparts shall together constitute one and the same instrument.
11. IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Amendment to be signed in their respective names. This Amendment shall become effective as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as Trustee of the CGIAR Fund

[Signature]
Jaehyang So, Director,
Trust Funds and Partnerships
Development Finance

Date: 4/7/2015

BILL & MELINDA GATES FOUNDATION

[Signature]
Saki Kaio, Senior Coordinator, Grants and Contracts Management
Bill & Melinda Gates Foundation

Date: 4/2/2015

Annex 1 CIMMYT Grant Agreement OPPGD1390, as amended – for informational purposes only
Annex 2 IITA Grant Agreement OPP 1079000, as amended – for informational purposes only
Dear Dr. Lumpkin:

The Bill & Melinda Gates Foundation ("Foundation") and Centro Internacional de Mejoramiento de Maiz y Trigo ("CIMMYT") entered into a grant agreement with a Start Date of October 27, 2011 regarding a grant to develop and disseminate drought-tolerant maize varieties for small farmers in sub-Saharan Africa. This agreement was previously amended on March 15, 2013, October 11, 2013 and April 10, 2014 (as so amended, the "Grant Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Grant Agreement.

On December 2, 2014, CIMMYT submitted a Supplemental Proposal Narrative, updated Results Framework, and budget to the Foundation (collectively, the "Supplement Proposal") for additional funding in the amount of $696,486.00 (the "Supplement") to extend grant activities for one month to enable integration with the Improved Maize for African Soils project.

The Foundation has approved your request for the Supplement, which increases the total award to $33,796,487.00. Accordingly, the Grant Agreement is hereby amended as follows:

1. **Use of Supplement Funds**. CIMMYT agrees to use the Supplement solely for the purposes of, and in the manner described in, the Supplement Proposal.

2. **Grant Period**. The Grant Period has been extended to end on December 31, 2015.

3. **Payments and Reports**. The Foundation will disburse the Supplement to CIMMYT according to the schedule below upon receipt of this countersigned amendment. All remaining reports required by the Grant Agreement shall include information on both the original award and the Supplement and shall be submitted in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Payment Amount</th>
<th>Milestone or Deliverable</th>
<th>Due by</th>
<th>Reporting Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 17, 2011</td>
<td>$11,531,537.00</td>
<td>Countersigned Agreement</td>
<td>****</td>
<td>---</td>
</tr>
<tr>
<td>April 4, 2013</td>
<td>$7,932,036.00</td>
<td>Progress Report</td>
<td>****</td>
<td>Start Date to December 31, 2012</td>
</tr>
<tr>
<td>April 24, 2014</td>
<td>$6,800,000.00</td>
<td>Progress Report</td>
<td>****</td>
<td>January 1, 2013 to December 31, 2013</td>
</tr>
<tr>
<td>Within 21 days</td>
<td>$696,486.00</td>
<td>Countersigned Supplement Amendment</td>
<td>****</td>
<td>----</td>
</tr>
<tr>
<td>following receipt of</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>countersigned</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>amendment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment Date</td>
<td>Payment Amount</td>
<td>Milestone or Deliverable</td>
<td>Due by</td>
<td>Reporting Period</td>
</tr>
<tr>
<td>--------------</td>
<td>----------------</td>
<td>--------------------------</td>
<td>-------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>----</td>
<td>----</td>
<td>Final Report</td>
<td>March 1, 2016</td>
<td>Start Date to December 31, 2015</td>
</tr>
<tr>
<td><strong>AWARD TOTAL</strong></td>
<td><strong>$33,796,487.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Anti-Bribery.** Grantee shall not offer or provide money, gifts or any other thing of value, directly or indirectly, to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information in compliance with anti-bribery laws are available here: www.learnfoundationlaw.org.

**Effect of Amendment.** Except as modified by this Amendment, all other terms and conditions of the Grant Agreement remain in full force and effect.

This Amendment may be executed in counterparts which, when taken together, will constitute one Amendment. Copies of this Amendment will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution, though the Foundation may require you to deliver original signed documents.

Please sign and return this Grant Amendment to Abby Wu, Coordinator, Grants and Contracts Management. Please keep a copy for your records. If you have questions, please contact Jeanine Wiese, Office, Grants and Contracts Management at Jeanine.Wiese@gatesfoundation.org or 11 (206) 709-3373.

On behalf of the Foundation, may I extend every good wish for the success of your work.

Sincerely,

Pamela K. Anderson
Director, Agricultural Development

Centro Internacional de Mejoramiento de Maiz y Trigo, by its authorized representative, agrees to the terms and conditions of this Amendment.

[Signature]

Thomas Lumpkin
Director, General

Date

OPPGD1390
Amendment 4
Page 2 of 2
March 31, 2015

Ms. Hilde Koper-Limbourg  
Head, Project Administration Office  
International Institute of Tropical Agriculture  
PMB 5320  
Ibadan, 200001  
Nigeria

Amendment No. 1 for Grant No. OPP1079000 (the "Amendment")

Dear Ms. Koper-Limbourg:

The Bill & Melinda Gates Foundation (the “Foundation”) and International Institute of Tropical Agriculture (the "IITA") entered into a grant agreement with a Start Date of September 10, 2013 regarding a grant in the amount of $7,656,326.00 to develop and assess – with smallholder farmer participation – modern, relevant and appropriate cassava weed management technologies suitable for sustainable intensification in major agro-ecological and socio-economic conditions of Nigeria (the “Grant Agreement”). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Grant Agreement.

This Amendment notifies you that the payment schedule for your grant has changed. Your new payment and reporting schedule is as follows:

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Payment Amount</th>
<th>Milestone or Deliverable</th>
<th>Due by</th>
<th>Reporting Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 26, 2013</td>
<td>$1,662,463.00</td>
<td>Countersigned Agreement</td>
<td>September 30, 2013</td>
<td>PAID</td>
</tr>
<tr>
<td>April 2015</td>
<td>$1,650,000.00</td>
<td>Progress Report</td>
<td>February 15, 2015</td>
<td>RECEIVED</td>
</tr>
<tr>
<td>March 2016</td>
<td>$1,834,233.00</td>
<td>Progress Report</td>
<td>February 15, 2016</td>
<td>January 1 through December 31, 2015</td>
</tr>
<tr>
<td>March 2017</td>
<td>$1,334,177.00</td>
<td>Progress Report</td>
<td>February 15, 2017</td>
<td>January 1 through December 31, 2016</td>
</tr>
<tr>
<td>March 2018</td>
<td>$1,175,453.00</td>
<td>Progress Report</td>
<td>February 15, 2018</td>
<td>January 1 through December 31, 2017</td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>Final Report</td>
<td>March 1, 2019</td>
<td>Start Date through December 31, 2018</td>
</tr>
<tr>
<td>AWARD TOTAL</td>
<td>$7,656,326.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Effect of Amendment. Except as modified by this Amendment, all other terms and conditions of the Grant Agreement remain in full force and effect.
Please contact Saki Kato, Senior Coordinator, Grants and Contracts Management, if you have any questions.

On behalf of the Foundation, may I extend every good wish for the success of your work.

Sincerely,

[Signature]

Saki Kato
Senior Coordinator, Grants and Contracts Management
Global Development