Dear Sir:

We refer to the above-mentioned Letter Agreement ("Agreement") dated November 3, 2008, between the International Bank for Reconstruction and Development and the International Development Association (collectively, "World Bank"), acting as administrator of grant funds provided by various donors under the Multi Donor Trust Fund for support to ASARECA ("ASARECA Trust Fund"), and the Association for Strengthening Agricultural Research in Eastern and Central Africa ("ASARECA" or "Recipient"), as amended. We also refer to the understanding reached with the Recipient to increase the Grant amount to reflect the availability of remaining funds under the ASARECA Trust Fund. Therefore:

1. The first paragraph of the Agreement is amended to read as follows:

"In response to the request for financial assistance made on behalf of the Association for Strengthening Agricultural Research in Eastern and Central Africa ("ASARECA" or "Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association (collectively, "World Bank"), acting as administrator of grant funds provided by various donors under the Multi Donor Trust Fund for support to ASARECA (the "ASARECA Trust Fund"), proposes to extend to the Recipient a grant in an amount not to exceed fifty three million six hundred thirty-three thousand four hundred forty United States Dollars (US$53,633,440) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project"). This Grant is funded out of the abovementioned multi-donor trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Recipient may withdraw the Grant proceeds subject to the availability of the said funds."
2. The table set forth in Section 3.01 of the Annex to the Agreement is amended to read as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (Inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, services, and Training and Workshops for Sub-projects under Part (a) of the Project</td>
<td>35,378,080</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, consultants' services (including audits), Training and Workshops, and Operating Costs under Parts (b) to (g) of the Project</td>
<td>18,255,360</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>53,633,440.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Please confirm your agreement with the foregoing, on behalf of the Recipient, by signing and dating both originals of this amendment letter and returning one original to us for our records. Upon receipt by the World Bank of one of the originals of this amendment letter duly countersigned by you, this amendment letter will become effective as of the date of your countersignature.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Elizabeth Lule
Acting Director, Regional Integration
Africa Region

AGREED:

Association for Strengthening Agricultural Research
Agricultural Research in Eastern and Central Africa

By

Name
Title Executive Director
Date: 18-May-2012.
Ref: MDTF-VOL.12.2

Date: 21 May 2012

Ms. Elizabeth L. Lule
Acting Director, Regional Integration
Africa Region
The World Bank
1818 H. Street, N.W.
Washington, D.C. 20433
USA

Dear Ms. Lule:

SUBJECT: MULTI DONOR TRUST FUND GRANT FOR SUPPORT TO THE ASSOCIATION FOR STRENGTHENING AGRICULTURAL RESEARCH IN EASTERN AND CENTRAL AFRICA (GRANT NO. TF093070)

THIRD AMENDMENT TO LETTER AGREEMENT

Please find enclosed the original signed second amendment to the Letter Agreement.

With best regards

[Signature]

Se' Ketaema
Executive Director
ASARECA

CC: Mr. Techalew Negash, Finance Officer, ASARECA