

TF069018

*Amendment No. 1 to the Contribution Agreement
Between the Republic of Korea, acting through its Rural Development
Administration, and the Trustee for the CGIAR Fund (MTO 069018)
dated December 6, 2012*

WHEREAS, a Contribution Agreement dated November 28, 2011 was entered into by the International Bank for Reconstruction and Development (the "Bank") and the Republic of Korea, acting through its Rural Development Administration (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, MTO 069018, and for which capitalized terms used therein and herein are used as defined in the Glossary as such term is defined in Annex 1 (Defined Terms) attached to such Contribution Agreement; and

WHEREAS, the Fund Donor wishes to contribute additional funds 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 supplemental amount of USD 304,500.00 (three hundred four thousand and five hundred United States dollars) (the "Supplemental Contribution," which is understood to be a "Contribution" as defined in the Glossary) to the CGIAR Fund as specified in paragraph 3 below.

2. The Supplemental Contribution shall be administered by the Trustee on behalf of the Fund Donor 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 Supplemental 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) USD 304,500.00 (three hundred four thousand and five hundred United States dollars) upon effectiveness of this Amendment ("Installment 1").

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 (MTO 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 Supplemental Contribution as follows:

Installment	Amount (USD)	Window	Designation	CSP (USD)	Net Allocation (USD)
1	304,500.00	1	N/A	N/A	304,500.00
TOTAL	304,500.00				304,500.00

6. 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
Multilateral Trusteeship and Innovative Financing
The World Bank
1818 H Street, NW
MSNG 6-601
Washington, DC 20433, U.S.A.
Tel: +1 202 458 0019
Fax: +1 202 614 0249
Email: mtotrustee@worldbank.org

For the Fund Donor (the "Fund Donor Contact"):

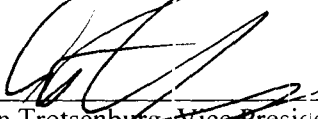
Dr. Kang-Su Kwak
Multilateral Cooperation Team
International Technology Cooperation Center
Rural Development Administration
Suin-ro 150, Gwonseon-gu, Suwon 441-707
Republic of Korea
Tel: +82-31-299-2278
Fax: +82-31-293-9359
E-mail: kskwak@korea.kr

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

8. 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.

9. 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.

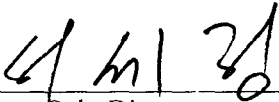
**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as Trustee of the CGIAR Fund**



Axel van Trotsenburg, Vice President
Concessional Finance and Global Partnerships

Date: DECEMBER 7, 2012

REPUBLIC OF KOREA



Sae Jung Suh, Director
International Technology Cooperation Center
Rural Development Administration

Date: Dec. 14, 2012