

## LETTER OF CONTRIBUTION TO DONOR ACCOUNT

March 17, 2011

Ms. Jacqueline R. Millan  
Vice President – Contributions  
PepsiCo Foundation  
700 Anderson Hill Road  
Purchase, NY 10577

Ref.: **Donor Contribution**

Dear Ms. Millan:

Following discussions held between representatives of the PepsiCo Foundation (the “Donor”) and the Inter-American Development Bank (the “IDB”, together with the Donor, the “Parties”, and individually a “Party”) concerning the Cooperation Framework Arrangement entered into between PepsiCo Inc. and the IDB dated as of March 15, 2011 (the “Framework Arrangement”), the IDB is pleased and honored to accept from the Donor a contribution of five million five hundred thousand dollars of the United States of America (U.S.\$5,500,000.00) (the “Contribution”), which shall be used by the IDB for the purposes and in the amounts indicated in the two Administrative Agreements (the “AAs”) signed between the Parties, both dated March 17, 2011.

The Donor shall deposit the Contribution in three installments in an account (the “Donor Account”) indicated by the IDB in writing promptly following the signature of this Contribution Letter by the Parties, and upon written request from the IDB, in accordance with the following payment schedule:

<u>Date</u>	<u>Amount</u>
Upon signature of this Contribution Letter:	U.S.\$2,500,000.00 (two million five hundred thousand dollars of the United States of America)
Upon the Donor’s receipt of the report contemplated in Article 4, Section 3 of the Terms and Conditions of the Multidonor AquaFund dated as of September 17, 2008 (the “ <u>Terms and Conditions</u> ”), and in any event no later than May 15, 2012:	U.S.\$1,500,000 (one million five hundred thousand dollars of the United States of America)

Upon the Donor's receipt of the report contemplated in Article 4, Section 3 of the Terms and Conditions, and in any event no later than May 15, 2013:

U.S.\$1,500,000 (one million five hundred thousand dollars of the United States of America)

Pursuant to Section 4.2.6 of the Framework Arrangement, the IDB shall apply a cost-sharing fee of five percent (5%) of the Contribution in order to share the IDB's cost of administration, project preparation and implementation.

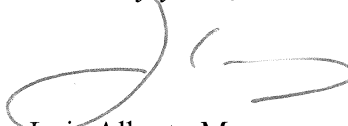
The IDB shall administer the Contribution as set forth in the Framework Arrangement and the AAs under the Framework Arrangement.

Subject to their respective policies and procedures with respect to the disclosure of information, the Parties may make this Contribution Letter publicly available.

If you agree to the foregoing, please so indicate by signing in the space provided below and returning one of the originals of this Contribution Letter to me.

On behalf of the IDB, I would like to extend our gratitude for the Contribution and your continued cooperation and support.

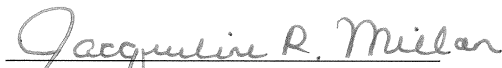
Sincerely yours,



Luis Alberto Moreno  
President

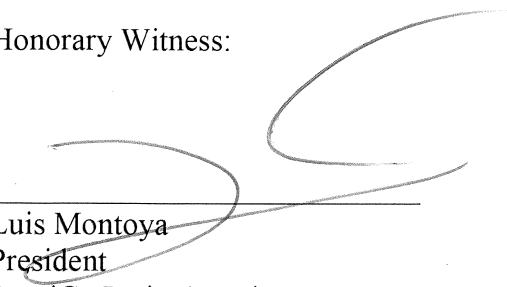
**Inter-American Development Bank**

Acknowledged and agreed:  
**PepsiCo Foundation**



Jacqueline R. Millan  
Vice President – Contributions  
PepsiCo Foundation

Honorary Witness:



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Luis Montoya  
President  
PepsiCo Latin America Beverages

## ADMINISTRATIVE AGREEMENT

March 17, 2011

With reference to the Cooperation Framework Arrangement (the "Framework Arrangement") dated as of March 15, 2011 between PepsiCo Inc. ("PepsiCo"), and the Inter-American Development Bank (the "IDB"), I, on behalf of the PepsiCo Foundation (the "Donor"), am pleased to authorize you to assign from the Donor Account a contribution of five hundred thousand dollars of the United States of America (U.S.\$500,000.00) (the "Contribution"), to be administered by the IDB for the project titled: "Integrated Control for Neglected Tropical Disease in Port-au-Prince", IDB project No. HA-X1024 (the "Project"), attached hereto as Annex A (the "Project Document").

The Donor shall deposit the Contribution in one single installment in an account (the "Donor Account") indicated by the IDB in writing promptly following the signature of this Administrative Agreement by the Parties, and upon written request from the IDB. The IDB shall charge a cost-sharing fee of five percent (5%) of the Contribution in order to share the IDB's grant administration costs.

The provisions of the Framework Arrangement will apply to this Administrative Agreement. The IDB will administer the Contribution in accordance with the provisions of the Framework Arrangement, except as otherwise provided herein. The financial reporting will be expressed in U.S. dollars.

The Contribution is for Project Specific Grant or PSG, as defined in the Framework Arrangement, and will be used exclusively for the purposes described in the Project Document.

Pursuant to the "Letter of Contribution to Donor Account" between the Donor and the IDB dated March 17, 2011, the IDB will charge a Cost Sharing Fee upon the allocation of the Contribution funds from the Donor Account to the Project, as described herein.

The officers responsible for coordination of all matters related to this Administrative Agreement are:

For the Donor:

Claire Lyons  
PepsiCo Foundation  
700 Anderson Hill Road  
Purchase, NY 10577

For the IDB:

- a. All communications pertaining to Donors relations and resource mobilization will be directed to:

Advisor, Office of Outreach and Partnerships  
Inter-American Development Bank  
1300 New York Ave., NW

Washington, D.C. 20577 U.S.A.  
Telephone: +1 (202) 623-1583  
Facsimile: +1 (202) 623-2543  
E-mail: [partnerships@iadb.org](mailto:partnerships@iadb.org)

- b. Day-to-day communications regarding the implementation of this Administrative Agreement shall be directed to:

Chief, Grants and Co-financing Management Unit  
Vice Presidency for Countries  
Inter-American Development Bank  
1300 New York Ave. NW  
Washington, D.C. 20577 U.S.A.  
Telephone: +1 (202) 623-1774  
Facsimile: +1 (202) 623-3171  
E-mail: [vpc-gcm@iadb.org](mailto:vpc-gcm@iadb.org)

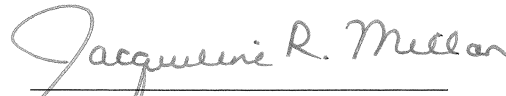
The Donor acknowledges that the IDB's commitment to use the Contribution as contemplated herein shall be subject to the IDB's formalization of all internal approvals necessary for the Project and/or the Project Document.

Subject to their respective policies and procedures with respect to the disclosure of information, the Donor and the IDB may make this Administrative Agreement publicly available.

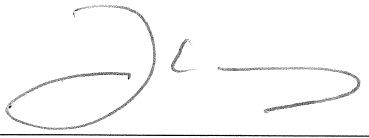
Capitalized terms used but not defined in this Administrative Agreement shall have the meanings ascribed to them in the Framework Arrangement.

I would like to propose that this letter, upon your confirmation where indicated below, constitutes an Administrative Agreement under the Framework Arrangement between the Donor and the IDB.

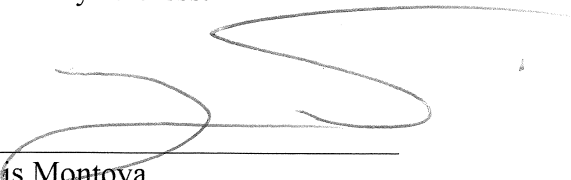
Sincerely yours,

  
\_\_\_\_\_  
Jacqueline R. Millan  
Vice President – Contributions  
**PepsiCo Foundation**

Confirmed and accepted:  
**Inter-American Development Bank**

  
\_\_\_\_\_  
Luis Alberto Moreno  
President

Honorary Witness:



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Luis Montoya  
President  
PepsiCo Latin America Beverages