Dear Mrs. Pragua:

Amendment to the Amended and Restated Administration Agreement between the Federal Republic of Germany, acting through the Federal Ministry for Economic Cooperation and Development and the International Bank for Reconstruction and Development and the International Development Association concerning the Multi-Donor Trust Fund for Extractive Industries Transparency Initiative Implementation Support (TF053509)

1. Reference is made to the Amended and Restated Administration Agreement between the Federal Republic of Germany (the “Donor”), acting through the Federal Ministry for Economic Cooperation and Development, on the one hand, and the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (collectively, the “Bank”), on the other hand, concerning the Multi-Donor Trust Fund for Extractive Industries Transparency Initiative (“EITI”) Implementation Support (TF No.053509) (“TF053509”) dated August 7, 2007, as amended (the “Agreement”). TF053509 is part of the EITI Implementation Support Facility (the “Facility”).

2. The terms of this Amendment shall become effective as of the Agreement Effective Date (as defined below), except that the amendments specified in Section 3 below shall only become effective as of the date that the last of the then current donors to TF053509 provides to the Bank its countersignature to its respective amendment regarding the subject matter therein (the “Amendment Effective Date”).

3. Pursuant to recent discussions between the Donor and the Bank concerning: (a) the extension of the term of TF050309; (b) the World Bank Policy on Access to Information; and (c) the termination of the Memorandum of Understanding entered into between members of the Management Committee, the Administrator and EITI, effective as of March 27, 2008, the Bank and the Donor agree to amend the Agreement as of the Amendment Effective Date as follows:

3.1. Section 8.1. of Annex 2 of the Agreement (“Standard Provisions Applicable to TF053509”) shall be amended by deleting it in its entirety and replacing it with the following:
“8.1. It is expected that the Contributions will be fully disbursed by the Bank in accordance with the provisions of this Agreement by June 30, 2016. The Bank will only disburse Contributions for the purposes of this Agreement after such date with the written approval of the Donors.”

3.2. Section 9 of Annex 2 of the Agreement (“Standard Provisions Applicable to TF053509”) shall be amended by deleting it in its entirety and replacing it with the following:

“9. Disclosure

9.1. The Bank will disclose this Agreement and related information on TF053509 and the Facility in accordance with the World Bank Policy on Access to Information. By entering into this Agreement, the Donor consents to disclosure of this Agreement and related information on TF053509 and the Facility.”

3.3. Section 4 of Annex 3 of the Agreement (“Governance Terms Applicable to the EITI Implementation Support Facility”) shall be amended by deleting it in its entirety and replacing it with the following:

“4. Coordination with EITI

4.1. [Intentionally deleted]

4.2. [Intentionally deleted]

4.3 If EITI alters its principles and criteria, and the EITI Secretariat and the Bank propose a modification to or replacement of the EITI Principles and Criteria for purposes of this Agreement, such modified or replaced terms shall become applicable to this Agreement upon a decision to accept such terms by the Management Committee in accordance with Section 3 above.”

4. In addition, we are pleased to acknowledge that the Donor will make available to the Bank the additional sum of five hundred thousand Euros (EUR 500,000) (the “Supplemental Contribution”) for TF053509.

5. The Donor shall deposit the Supplemental Contribution into such bank account designated by the Bank, in installments in accordance with the following schedule:

(i) on or before December 31, 2012 and submission of a payment request by the Bank, two hundred fifty thousand Euros (EUR 250,000), and

(ii) on or before December 31, 2013 and submission of a payment request by the Bank, two hundred fifty thousand Euros (EUR 250,000) (the “Second Installment”).

Provided that, if the Second Installment has not been paid by the Donor before April 22, 2013 and the Amendment Effective Date occurs after April 22, 2013, the Donor’s commitment for the Second Installment made hereunder will be terminated and the Bank will not accept any funds under it.

6. When making such deposits, the Donor shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information
7. The Bank shall convert the Supplemental Contribution into the holding currency of TF053509, namely United States Dollars, promptly upon receipt of the Supplemental Contribution and the Deposit Instruction containing the information specified in paragraph 6 at the exchange rate obtained by the Bank on the date of the conversion. Where the Supplemental Contribution proves to be insufficient to complete the activities as a result of an exchange rate fluctuation, neither the Bank nor the Donor shall bear any responsibility for providing any additional financing.

8. All other terms of the Agreement remain unchanged.

9. The Bank will disclose this Amendment and related information on TF053509 and the Facility in accordance with the World Bank Policy on Access to Information. By entering into this Amendment, the Donor consents to disclosure of this Amendment and related information on TF053509 and the Facility.

10. Please confirm your agreement with the foregoing, on behalf of the Donor, by signing, dating, and returning to us the enclosed copy of this Amendment. Upon receipt by the Bank of the copy of this Amendment duly countersigned by you, this Amendment shall become effective as of the date of the countersignature (the “Agreement Effective Date”).

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

/s/ Subramaniam V. Iyer
Director
Sustainable Energy Department (SEG)

CONFIRMED AND AGREED:

FEDERAL REPUBLIC OF GERMANY
acting through the Federal Ministry for Economic Cooperation and Development

By: /s/ Claudia Pragua Date: December 19, 2011
Name: Mrs. Claudia Pragua
Title: Head of Governance Division