Honourable Goodall E. Gondwe  
Minister of Finance, Economic Planning and Development  
Ministry of Finance, Economic Planning and Development  
P.O. Box 30049  
Lilongwe 3  
Malawi  

Honourable Minister:  

Re: **Mining Governance and Growth Support Project**  
Credit Number 4901-MW  
Grant No. TF012935  
Third Amendment to Financing Agreement  

We refer to: (1) the Financing Agreement for the above referenced Project between the Republic of Malawi ("Recipient") and the International Development Association ("Association") dated November 2, 2011, as amended to date (Credit Number 4901-MW) ("FA"); (2) the Letter Agreement dated August 13, 2012 ("GA") for the above referenced Trust Fund Grant ("Grant") between the Recipient and the Association, acting as administrator of grant funds provided by the European Union, represented by the European Commission (the "Commission" or the "Donor") under the Malawi Mining Technical Assistance Project Trust Fund, as amended to date (TF071885); and (3) your request dated October 22, 2015, and the proposed retroactive extension of the Closing Date of the GA.  

We are pleased to inform you that the Association hereby agrees to your request. To this effect, the Association proposes to amend the FA as set forth in the Attachment to this letter.  

All other provisions of the FA, except as herein amended, shall remain in full force and effect.
Please confirm your agreement with the proposed amendment, on behalf of the Recipient, by countersigning and dating the two original copies of this amendment letter and returning one countersigned and dated original to us. Upon receipt by the Association of the countersigned and dated original copy, the amendment shall become effective as of the date of countersignature.

Sincerely,
INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]
Bella Bird
Country Director for Tanzania, Burundi, Malawi and Somalia
Africa Region

AGREED:

REPUBLIC OF MALAWI

By: [Signature]
Name: [Name]
Title: [Minister of Finance]
Date: 20/5/2012

Enclosures:
Third Amendment

1. The table under paragraph 2 of Section IV.A (Withdrawal of the Proceeds of the Financing; General) of Schedule 2 (Project Execution) to the Agreement is amended to read as follows:

"2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, consultants' services and Training for Part A</td>
<td>3,140,000</td>
<td>80% up to 01/01/2017 and thereafter 100%</td>
</tr>
<tr>
<td>(2) Goods, works, consultants' services and Training for Part B</td>
<td>1,561,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, works, consultants' services and Training for Part C</td>
<td>8,849,000</td>
<td>81% up to 11/15/2016 and thereafter 100%</td>
</tr>
<tr>
<td>(4) Goods, works, consultants' services, Training and Operating costs for Part D</td>
<td>2,499,611</td>
<td>81% up to 02/01/2015 and thereafter 100%</td>
</tr>
<tr>
<td>(5) Refund of preparation Advance</td>
<td>50,389</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>16,100,000</td>
<td></td>
</tr>
</tbody>
</table>