June 29, 2015

H. E. Amadou Ba
Minister of Economy, Finance and Planning
Ministry of Economy, Finance and Planning
Dakar
Republic of Senegal

Republic of Senegal: MDTF Grant No. TF016205
Extractive Industries Transparency Initiative Implementation
First Amendment to the Grant Agreement

Honorable Minister,

We refer to the Letter of Agreement ("Agreement") dated January 17, 2014 for the above mentioned project ("Project"), between the Republic of Senegal ("Recipient") and the International Bank for Reconstruction and Development and the International Development Association (collectively, the "World Bank"). We also refer to your letter dated April 10, 2015, requesting additional funding for the Project.

Please note that capitalized terms used in this amendment letter ("Amendment Letter") and not otherwise defined herein have the meaning ascribed to them in the Agreement.

We are pleased to inform you that the World Bank accedes to your request and agrees to amend the Agreement as follows:

1. The preamble to the Agreement in paragraph one of the first page of the Agreement is amended to read as follows:

   "In response to the request for financial assistance made on behalf of the Republic of Senegal ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA") (collectively, the "World Bank"), acting as administrator of grant funds provided by Australia, Belgium, Canada, Denmark, the European Union, represented by the European Commission, Finland, France, Germany, Japan, the Netherlands, Norway, Spain, Switzerland, the United Kingdom and the United States ("Donors") under the Multi Donor Trust Fund for the Extractive Industries Transparency Initiative ("EITI"), proposes to extend to the Recipient a grant in an amount not to exceed six hundred forty five thousand four hundred United States Dollars (U.S.$645,400) ("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")."
2. The table 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, consultants’ services, Operating Costs and Training under the Project</td>
<td>645,400</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>645,400”</td>
<td></td>
</tr>
</tbody>
</table>

Please confirm your agreement with the foregoing amendments by signing and dating this Amendment Letter in the spaces provided below. Henceforward, all other provisions of the Letter Agreement, except as amended through this Amendment Letter shall remain in full force and effect. This Amendment Letter shall be executed in two counterparts each of which shall be an original.

Upon confirmation, please return one fully executed original to us. The provisions set forth in this Amendment Letter shall become effective as of the date of countersignature upon receipt by the World Bank of the countersigned original of this Amendment Letter.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

AGREED:

By Vera Songwe
Country Director for Africa Region

AGREED:

By Amadou BA
Authorized Representative

Name: __________________________

Title: __________________________

Date: 15 JUL 2015