H. E. Amadou Ba
Minister of Economy, Finance and Planning
Ministry of Economy, Finance and Planning
Rue René N’Diaye
B.P. 4017
Dakar
Republic of Senegal

Re: Republic of Senegal – Support to Extractive Industries Transparency
Initiative Compliance Process
EGPS Grant No. TF0A2673/TF0A6166

Second Amendment to the Grant Agreement

Excellency,

We refer to the Grant Agreement between the Republic of Senegal (the “Recipient”) and
the International Development Association (the “World Bank”), acting as administrator of grant
funds provided by Australia, Finland, Germany, Norway, and Switzerland (“Donors”) under the
Multi-donor Trust Fund for the Extractive Global Programmatic Support (“EGPS”) dated
May 25, 2016 (the “Agreement”) for the Extractive Industries Transparency Initiative
(the “Project”). We also refer to your letter dated October 11, 2018, requesting specific
amendments to the Agreement. Capitalized terms used in this 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 agrees with your request and
proposes to amend the Agreement as follows:

1. The first paragraph 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 and the International Development Association
("World Bank"), acting as administrator of grant funds provided by Australia, Finland,
Germany, Norway, and Switzerland ("Donors") under the Multi-donor Trust Fund for the
Extractive Global Programmatic Support ("EGPS"), proposes to extend to the Recipient,
a grant in the following amounts, which in aggregate does not exceed seven hundred
ninety thousand United States Dollars (U.S.$790,000) ("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").

(a) The amount of three hundred thousand United States Dollars ($300,000)
(EGPS TF0A2673); and

(b) The amount of four hundred ninety thousand United States Dollars ($490,000)
(EGPS TF0A6166)."

2. Parts A of Section 2.01 of the Annex to the Agreement is amended to read as follows:

"Part A. EITI Implementation Support

I. Carrying out a program of activities essential to EITI implementation and the
Recipient's obligations to reach EITI compliance, including: (a) recruitment of
an independent administrator in charge of the preparation of an EITI report
covering all extractive industries for the calendar years: (i) 2014; and (ii) 2015
and 2016; (b) provision of advisory services for state agencies and companies
operating in the extractive industries to comply with EITI reporting
requirements; and (c) carrying out an assessment of the legal and institutional
framework by recruiting a consultant to: (i) review the Recipient's legal and
institutional framework as it relates to license allocations, registration of
licenses and disclosure of contracts; (ii) assess whether the legal and regulatory
environment aligns to international best practice; (iii) make recommendations on
policy reforms' adoption; and (iv) support for the implementation of
recommendations based on the 2014 EITI report.

II. Implementation of an automatic electronic disclosure system to centralize
reference data on the extractive sector and to make it accessible to the public."

3. The Table in Section 3.01 of the Annex to the Agreement is amended to read as set forth
in the Attachment to the Amendment Letter.

4. Section 3.03 of the Annex to the Agreement is amended to read as follows:

"3.03. Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard
Conditions is December 31, 2019."

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
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.

Sincerely,

[Signature]

Louise Corr
Country Director for the Republic of Senegal
Africa Region

CONFIRMED

[Stamp]

By: [Signature]

[Stamp]

Authorized Representative

Name: __________________________

Title: __________________________

Date: __________________________
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD) TF0A2673</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes) TF0A2673</th>
<th>Amount of Grant Allocated (expressed in USD) TF0A6166</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes) TF0A6166</th>
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<td>(1) Goods, consulting services, non-consulting services, Training under the Project</td>
<td>300,000</td>
<td>100%</td>
<td>490,000</td>
<td>100%</td>
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<tr>
<td>TOTAL AMOUNT</td>
<td>300,000</td>
<td></td>
<td>490,000</td>
<td></td>
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