Amendment No.1 to the Administration Arrangement between the United Kingdom of Great Britain and Northern Ireland, acting through the Department for International Development and the International Development Association regarding the Multi Donor Trust Fund for the Sierra Leone Infrastructure Development Fund (TF071502)

1. Reference is made to the Administration Arrangement between the United Kingdom of Great Britain and Northern Ireland, acting through the Department for International Development (the “Donor”) and the International Development Association (collectively, the “Bank” and together with the Donor, the “Parties” and each a “Party”), regarding the Multi Donor Trust Fund for the Sierra Leone Infrastructure Development Fund (TF071502) (the “Trust Fund”) effective as of April 11, 2010, as amended (the “Administration Arrangement”).

2. Pursuant to recent discussions between the Bank and the Donor, the Bank proposes to amend Section 3 of the Administration Arrangement to read as follows:

   “3. The Donor shall deposit the Contribution in accordance with the following schedule and in the currency specified in Section 1 above (“Contribution Currency”) into such bank account designated by the Bank (each amount deposited hereinafter referred to as an “Installment”) upon submission of a payment request by the Bank:

   | (A) | Promptly following countersignature | £ 950,000 |
   | (B) | By June, 2012                      | £ 3,262,500 |
   | (C) | By June 30, 2013                   | £ 3,262,500 |
   | (D) | By August 15, 2015                 | £ 5,262,500 |
   | (E) | By January 30, 2016                | £ 1,262,500 |

   The Contribution is being provided in Installments on the basis of financial needs of the Trust Fund, such that if the speed of the implementation of the activities to be financed by the Trust Fund makes it necessary either to bring Installments forward or to delay them, the Installments schedule shall be amended as agreed by the Bank and the Donor.”

3. Section 8.1 of Annex 2 of the Administration Arrangement is amended to read as follows:

   “8.1 It is expected that the Contributions will be fully disbursed by the Bank by October 31, 2017. The Bank shall only disburse Contributions for the purposes of this Agreement after such date with the written approval of the Donors.”

4. All other terms of the Administration Arrangement shall remain the same.

5. The Bank shall disclose this Amendment in accordance with the Bank’s Policy on Access to Information. By entering into this Amendment, the Donor consents to such disclosure.

6. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Amendment and act in accordance with these terms and conditions. The Parties are requested to sign and date this Amendment, and upon possession by the Bank of this fully signed Amendment, this Amendment shall become effective as of the date of the last signature.
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: Henry Kerali
Name: HENRY KERALI
Title: COUNTRY DIRECTOR
Date: 14/9/2015

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND ACTING THROUGH THE DEPARTMENT FOR INTERNATIONAL DEVELOPMENT (DFID)

By:
Name: Leticia Gabaldé
Title: Deputy Head of Office, Timbuktu Province
Date: 15/9/15