Contribution Agreement Between the French Republic (Acting Through Its Ministère de l'Économie et des Finances) and the International Bank for Reconstruction and Development Concerning the Transition Fund (MTO 069024) Dated November 19, 2012—

WHEREAS, this Contribution Agreement is entered into by the French Republic (acting through its Ministère de l'Économie et des Finances) (the "Donor") and the International Bank for Reconstruction and Development, as Trustee (the "World Bank," and together with the Donor, the "Parties") for the purpose of receiving funds for the Trust Fund, MTO 069024, supporting the Transition Fund, and for which capitalized terms used herein are used as defined in the Glossary in the Operations Manual; and

WHEREAS, the governance structure and operating principles, guidelines and procedures for the day-to-day operations of the Transition Fund are set forth in the Operations Manual;

NOW THEREFORE, the Parties hereto agree as follows:

1. The Donor hereby agrees to contribute a total amount of Euro 10,000,000 (ten million Euros) (the "Contribution") to the Trust Fund as specified in paragraph 3 below.

2. The Contribution shall be administered by the Trustee on behalf of the Donor in accordance with the terms and conditions specified (i) in this Contribution Agreement, including Annex I (Standard Provisions), which constitutes an integral part of this Contribution Agreement, and (ii) the Operations Manual (including the Glossary) whose terms shall apply hereto. Other contributors may contribute to the Trust Fund on such terms and conditions. In the event of conflict, the terms of this Contribution Agreement shall prevail over the Operations Manual.

3. The Donor shall deposit the Contribution in cash through bank transfer(s) into such account with such bank designated by the Trustee in accordance with the following payment schedule and currency, in each case upon submission of a payment request by the Trustee:

<table>
<thead>
<tr>
<th>Payment Due</th>
<th>Contribution Currency</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon effectiveness of this Contribution Agreement</td>
<td>Euro</td>
<td>5,000,000</td>
</tr>
<tr>
<td>By December 31, 2013</td>
<td>Euro</td>
<td>5,000,000</td>
</tr>
</tbody>
</table>

4. When making deposits, the Donor shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Donor for the Trust Fund (MTO 069024) for the Transition Fund, and the date of the deposit.

5. The offices responsible for coordination of all matters related to the implementation of this Contribution Agreement are, except as may be notified in writing to the other Contact:
For the Trustee (the "Trustee Contact"):  
Director  
Multilateral Trusteeship and Innovative Financing  
The World Bank  
1818 H Street, NW  
Washington, DC 20433, U.S.A.  
Tel: +1 202 458 0019  
Fax: +1 202 614 0249  

For the Donor (the "Donor Contact"):  
Assistant Secretary  
Multilateral Affairs, Trade and Development Policies Department  
Directorate General of the Treasury  
Ministère de l'Economie et des Finances  
139, rue de Bercy  
75572 Paris Cedex 12  
France  
Tel: +33 1 44 87 73 00  
Fax: +33 1 53 18 76 56  

6. This Contribution Agreement may be amended by written agreement between the Trustee and the Donor; provided, however, that (i) Annex I attached hereto may be amended only by written agreement between the Trustee and all Donors contributing to the Trust Fund, and (ii) the Operations Manual may be amended by the Steering Committee according to its terms with such amendment becoming automatically applicable to this Contribution Agreement as and when such amendment becomes effective without the need for further written agreement between the Trustee and the Donor; in both cases (i) and (ii) provided further that any such amendment does not conflict with other terms of the Contribution Agreements and is consistent with the World Bank's Articles, policies and procedures, as determined by the World Bank, and the ISAs' applicable policies and procedures.  

7. This Contribution Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.  

8. This Contribution Agreement may be executed in separate counterparts, all of which taken together shall constitute one and the same instrument.  

[remainder of page intentionally left blank]
IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Contribution Agreement to be signed in their respective names. This Contribution Agreement shall become effective as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as Trustee of the Transition Fund Trust Fund

Axel van Trotsenburg, Vice President
Concessional Finance and Global Partnerships
Date: 11/9/2012

FRENCH REPUBLIC,
acting through its MINISTERE DE L'ECONOMIE ET DES FINANCES

Delphine d'Amarzit
Assistant Secretary
Multilateral Affairs, Trade and Development Policies Department
Directorate General of the Treasury
Date: 11/9/2012

Attachments:

Annex 1 (Standard Provisions)