

**CONFORMED COPY**

March 31, 2011

Mr. Murray Proctor  
First-Assistant Director General  
Sectoral Policy Division  
Australian Agency for International Development (AusAID)  
20 Allara Street  
PO Box 887, Canberra ACT 2601  
Australia

***Supplemental Contribution to the Trust Fund Administration Agreement between the Australian Agency for International Development (AusAID) and the International Bank for Reconstruction and Development and the International Development Association concerning the Public-Private Infrastructure Advisory Facility (PPIAF) Trust Fund II (TF No. 053980 – AusAID Agreement No 43730 – Amendment 3***

Dear Mr. Proctor:

1. We refer to the Trust Fund Administration Agreement between the Australian Agency for International Development (the “Donor”) and the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (collectively, the “Bank”), regarding the Public-Private Infrastructure Advisory Facility (PPIAF) Trust Fund II (TF No. 053980) (the “Trust Fund”) dated May 9, 2007 as amended (the “Administration Agreement”).
2. We are pleased to acknowledge on behalf of the Bank, the intention of the Donor to make a supplemental contribution to the Trust Fund in the amount of ten million, eight hundred thousand Australian Dollars (**AUD10,800,000**) (the “Supplemental Contribution”).
3. The Donor shall deposit the Supplemental Contribution into such bank account designated by the Bank in accordance with the following schedule:
  - A first installment in the amount of one million, four hundred thousand Australian Dollars (**AUD1,400,000**) will be deposited by the Donor on or before June 30, 2011 and upon submission of a payment request by the Bank;
  - The second installment, in the amount of four million, seven hundred thousand Australian Dollars (**AUD4,700,000**) will be made on or before June 30, 2012 and upon submission by the Bank of a payment request together with an unaudited financial statement on the use of the previous fund payment.

- The third and final installment in the amount of four million, seven hundred thousand Australian Dollars (**AUD4,700,000**) will be made on or before June 30, 2013 and upon submission by the Bank of a payment request together with an unaudited financial statement on the use of the previous fund payment.
4. When making such deposit, 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 PPIAF Trust Fund II (TF 053980) and the date of deposit (the "Deposit Instruction"). In addition, the Donor shall provide a copy of the Donor's Deposit Instruction to the Bank's Trust Funds Accounting Division by e-mail sent to "tfremitadvice@worldbank.org" or by fax to (202) 614-1315.
  5. The Bank shall convert the Supplemental Contribution funds into the holding currency of the Trust Fund, namely United States Dollars, promptly following receipt of the Supplemental Contribution funds and the Deposit Instruction containing the information specified above at the exchange rate obtained by the Bank on the date of the conversion. Where the Supplemental Contribution proves to be insufficient to complete the activities as a result of an exchange rate fluctuation, neither the Bank nor the Donor shall bear any responsibility for additional financing.
  6. All other terms of the Supplemental Agreement shall remain the same.
  7. The Bank will disclose this Supplemental Agreement and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Agreement, the Donor consents to disclosure of this Agreement and related information on this Trust Fund.
  8. We propose that this letter shall constitute an amendment to the Administration Agreement between the Bank and the Donor. Please confirm your acceptance to the foregoing, on behalf of the Donor, by signing and dating the two originals, retaining one original for your records and returning the other original to the Bank.

Upon receipt by the Bank of the original Amendment countersigned by you, this Amendment will become effective as of the date of the countersignature.

Sincerely,

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION**

/s/ Zoubida Allaoua  
Director  
Finance, Economics and Urban Development  
Sustainable Development Network

**CONFIRMED AND AGREED:**

**AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT**

By: /s/ Murray Proctor

Date: April 12, 2011

(Authorized Representative)

Name: Mr. Murray Proctor

Title: First-Assistant Director General