

The World BankINTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION1818 H Street N.W.
Washington, D.C. 20433
U.S.A.(202) 477-1234
Cable Address: INTBAFRAD
Cable Address: INDEVAS**CONFORMED COPY**

November 8, 2010

Mr. José Manuel Campa Fernández
Secretario de Estado de Economía
Ministerio de Economía y Hacienda
Calle Alcalá n°9
28071 Madrid
Spain

Second Amendment for Additional Contribution to the Trust Fund Administration Agreement between the Government of Spain and the International Bank for Reconstruction and Development and the International Development Association concerning the Trust Fund for Spain-CEDDET/GDLN LAC Content Brokering (Trust Fund No. TF070862)

Dear Mr. Campa:

We refer to the Administration Agreement between the Government of Spain (the “Donor”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”), regarding the Trust Fund for Spain-CEDDET/GDLN LAC Content Brokering (the “Trust Fund”) (TF070862) dated September 24, 2007 (the “Administration Agreement”) as amended on March 10, 2009 (the “First Amendment”). Terms not otherwise defined herein shall have the meanings assigned to them in the Administration Agreement.

We also refer to the Donor’s contribution to the Trust Fund in the amount of six million Euros (€6,000,000) (the “First Additional Contribution”). We are pleased to acknowledge, on behalf of the Bank, the intention of the Donor to make a second additional contribution to the Trust Fund (the “Second Additional Contribution”) in the amount of six million Euros (€6,000,000) to finance activities to be implemented from 2010 to 2012. With this Additional Contribution, the total amount allocated by the Donor to the Trust Fund will now aggregate to seventeen million Euros (€17,000,000) (the “Contribution”). Consequently, The Bank proposes to amend the Administration Agreement as follows:

1. Paragraph 4.1 of the Administration Agreement is amended to read:

“4.1. The Donor shall deposit the Second Additional Contribution into such bank account designated by the Bank in installments in accordance with the following schedule:

- Upon the countersignature of this Agreement by the Donor and submission of a payment request by the Bank, and no later than 30th June 2011, one million five hundred thousand Euros (€1,500,000).
- No later than December 31, 2011, upon submission of a payment request by the Bank, one million five hundred thousand Euros (€1,500,000).

- No later than June 30, 2012, upon submission of a payment request by the Bank, one million five hundred thousand Euros (□1,500,000).
- No later than December 31, 2012, upon submission of a payment request by the Bank, one million five hundred thousand Euros (□1,500,000).”

2. Paragraph 11.1 of the Administration Agreement is amended to read:

“11.1. It is expected that the Contribution funds will be fully disbursed by the Bank in accordance with the provisions of this Agreement by June 30, 2013. The Bank shall only disburse Contribution funds for the purposes of this Agreement after such date with the written approval of the Donor.”

3. Paragraph 12 of the Administration Agreement is amended to read:

“12. Communications and Addresses

The offices responsible for coordination of all matters related to the implementation of this Agreement are:

For the Bank:

Denis Robitaille
Manager, Development Effectiveness Unit (LCSDE)
The World Bank
1818 H Street, NW
Washington, DC 20433
United States of America

Tel: (202) 458-4740

Fax: (202) 522-3099

For the Donor:

Ms. María Pérez Ribes
Deputy Director General for Multilateral Financial Institutions
Ministerio de Economía y Hacienda
Paseo de la Castellana 162/ planta 17
28046 Madrid
Spain

Tel: 34-91 583 58 55

Fax: 34-91 583 58 52

Unless the context otherwise requires and except where otherwise defined in this amendment letter, all capitalized terms contained herein shall have the meaning given to them in the Administration Agreement. All of the terms and conditions of the Administration Agreement that have not been amended pursuant to this amendment letter shall remain unchanged and in full force and effect.

It is the Bank's policy to make publicly available the Agreement and any information related thereto, including this amendment. By confirming below, the Donor consents to disclosure of this amendment after it has become effective.

Please confirm your understanding to the foregoing, on behalf of the Donor, by signing, dating, and returning to us one of the enclosed originals of this amendment. Upon receipt by the Bank of the original of this amendment countersigned by you, this amendment will become effective as of the date of countersignature.

Sincerely,

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

By: /s/ Elizabeth Otubea Adu
Director
Operations Services Department (LCSOS)
Latin America and the Caribbean

CONFIRMED AND AGREED:

GOVERNMENT OF SPAIN

By: /s/ José Manuel Campa Fernández

Name: José Manuel Campa Fernández

Title: Secretario de Estado de Economía

Date: December 2, 2010