Dear Mr. Exell:

1. We refer to the Administration Agreement between the Commonwealth of Australia, acting through the Australian Agency for International Development (AusAID) (the "Donor") and the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA), (collectively, the "Bank") regarding the Governance Partnership Facility Multi-Donor Trust Fund (TF071118) effective as of May 14, 2012, as amended (the "Administration Agreement").

2. Pursuant to recent discussions between the Bank and the Donor, the Bank proposes to amend the Administration Agreement as set forth below:

   (a) Paragraph 3.1 of Annex 2 to the Administration Agreement is hereby amended to read as follows:

   "3.1 In order to assist in the defrayment of the costs of administration and other expenses incurred by the Bank under this Agreement, the Bank may, following deposit of the Contribution by the Donor, deduct from the total Contribution of the Donor and retain for the Bank’s own account an amount equal to one percent (1%) of the Contribution. Additionally, the Bank shall deduct from the Contribution funds an amount representing the actual costs of administering the Trust Fund and the cost of administering the Project activities, and Secretariat costs, such deduction not to exceed five million three hundred fourteen thousand seven hundred ninety one United States Dollars and fourteen cents (US$5,314,791.14)."

Date: 23 OCTOBER 2013
Paragraph 8.2 of Annex 2 to the Administration Agreement is hereby amended to read as follows:

"8.2 It is expected that the Contributions will be fully disbursed by the Bank by June 30, 2015. The Bank shall only disburse Contributions for the purpose of this Agreement after such date with the written approval of the Donors."

3. All other terms of the Administration Agreement shall remain the same.

4. The Bank shall disclose this Amendment and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Amendment, the Donor consents to disclosure of this Amendment and related information on this Trust Fund.

5. We propose that this letter shall constitute an amendment to the Administration Agreement between the Bank and the Donor. Please confirm your acceptance of 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 a copy of all of the respective amendments to the administration agreements/arrangements with the Bank signed by each donor currently contributing to the Trust Fund, this amendment will become effective as of the date that the last of such donors countersigns its respective amendment (the "Effective Date").

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]
Jaime Saavedra
Acting Vice President
Poverty Reduction and Economic Management

CONFIRMED AND AGREED:

COMMONWEALTH OF AUSTRALIA, ACTING THROUGH THE AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT

By: [Signature] Date: 23 October 2013
Name: JENNY DA RIN
Title: ACTING FIRST ASSISTANT DIRECTOR GENERAL
POLICY AND SECTOR DIVISION