March 9, 2012

Dr. Peter Adams
Executive Director
New Zealand Agency for International Development
Ministry of Foreign Affairs and Trade
195 Lambton Quay
Wellington
New Zealand

Dear Dr. Adams:

AFGHANISTAN
Afghanistan Reconstruction Trust Fund (World Bank Ref: TF050576)
Second Amendment to Letter Agreement and Restatement of Standard Terms

1. We refer to the Letter Agreement dated June 19, 2006, between the Government of New Zealand through the New Zealand Agency for International Development (the “Donor”), on the one part, and the International Bank for Reconstruction and Development and the International Development Association (collectively the “Bank”), acting as administrator of grant funds contributed by various donors (collectively the “Donors”) to the Afghanistan Reconstruction Trust Fund (“ARTF”), on the other part, as amended to date (the “Letter Agreement”), pursuant to which the Donor has made available to the Administrator, grant funds for the purpose of contributing to the ARTF.

2. As you may know, on February 18, 2011 the Board of Executive Directors of the Bank endorsed a recommendation for strengthening the governance of the ARTF, through a limited number of changes. Accordingly, the Bank proposes to amend and restate the Standard Terms and Conditions Governing Contributions to the ARTF, included in the annex to the Letter Agreement, to read in its entirety as set out in Attachment 1 to this letter.

3. The aforementioned standard terms and conditions govern all agreements between the Bank and donor countries or agencies (the “Donors”) that provide grants to the Bank as contributions to the ARTF. In view thereof, the amendment and restatement proposed in Attachment 1 to this letter is hereby submitted for your consideration on a twenty-one (21) day absence of objection basis. Consequently, in the absence of an objection to be communicated to the Country Director in writing by close of business on March 31, 2012, the Donor shall be deemed to have provided its agreement to this amendment on the terms and conditions as proposed herein.

4. All terms of the Letter Agreement not hereby amended shall remain in full force and effect.

5. This amendment will become effective as of April 1, 2012, absent any objections from Donors. The Bank shall promptly notify the Donor when the amendment becomes effective.
6. In the event that one or more Donors shall voice an objection to this amendment, the Bank shall exchange views with such Donor(s) and, if appropriate, revise this amendment by incorporating such Donor(s)' comments and re-circulate it to all Donors for re-approval on an absence of objection basis. This amendment shall not be deemed to have been agreed to by all Donors until no Donor has voiced an objection by the indicated deadline.

7. It is the Bank’s policy to make publicly available the Letter Agreement and any information related thereto, including this Amendment. In the absence of an objection thereto (to be communicated to the Country Director in writing by close of business on the date mentioned in paragraph 3 of this letter), the Donor consents to disclosure of this Amendment after it has become effective.

Sincerely,

[Signature]

Josephine M. Bassinette
Acting Country Director
Afghanistan
South Asia Region