

***Instrument of Withdrawal from the Public-Private Infrastructure Advisory Facility (PPIAF)
Trust Fund II (Parallel Trust Fund No. 072643)***

1. References are made to:
 - (a) the Amended and Restated Administration Agreement between the International Finance Corporation (IFC) (the “Donor”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank” and together with the Donor, the “Parties” and each a “Party”) concerning the Public-Private Infrastructure Advisory Facility (PPIAF) Trust Fund II (Original Trust Fund No. 053980) effective as of December 15, 2017, as amended (the “Administration Agreement”); and
 - (b) the Supplemental Agreement between the International Finance Corporation (IFC) (the “Donor”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank” and together with the Donor, the “Parties” and each a “Party”) concerning the Public-Private Infrastructure Advisory Facility (PPIAF) Trust Fund II (Parallel Trust Fund No. 072643) (the “Trust Fund”) effective as of March 30, 2017, as amended (the “Supplemental Agreement”).

2. Reference is also made to the communications between the Donor and the Bank in September 2021, informing the Bank of its desire to withdraw from the Trust Fund. Accordingly, the Donor and the Bank agree to the following:
 - (a) In accordance with paragraph 6.2 of Annex 2 to the Administration Agreement, the Donor’s pro rata share of any uncommitted balance of the Trust Fund is cancelled effective as of October 31, 2021 (the “Cancellation Date”).
 - (b) The Donor hereby instructs the Bank to transfer an amount of one hundred one thousand one hundred seventy-two United States Dollars and nineteen cents (USD 101,172.19) of the Donor’s pro rata share to the Public-Private Infrastructure Advisory Facility Umbrella Multi-Donor Trust Fund (Trust Fund No. 073760). Except with respect to the said amount to be transferred, the Donor hereby waives any rights to receive the remaining portion of its pro-rata share of any uncommitted balance of the Trust Fund as of the Cancellation Date.
 - (c) Notwithstanding paragraph (b) above, in the event funds are refunded to the Trust Fund after the Cancellation Date as a result of ineligible expenditures, as determined by the Bank in accordance with its policies and procedures, that were incurred prior to the Cancellation Date, the Donor hereby instructs the Bank to transfer the Donor’s pro rata share to the Donor’s Balance Account (TF029024).
 - (d) Except as provided in paragraphs (a) through (c) above, the Donor shall have no further rights with respect to the Trust Fund including no rights to participate in any applicable governance arrangements of the Trust Fund or to receive further funds, and the Bank shall have no further obligations to the Donor under the Administration Agreement, including no obligation to provide financial or progress reports.

3. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Instrument of Withdrawal (the "Instrument") and act in accordance with these terms and conditions. The Parties are each requested to sign and date this Instrument, and upon possession by the Bank of this fully signed Instrument, this Instrument shall become effective as of the date of the last signature.

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

By: Pablo Fajnzylber Date: 25-Feb-2022
Pablo Fajnzylber
Director, Strategy and Operations
ISODR/Infrastructure

INTERNATIONAL FINANCE CORPORATION (IFC)

By: Edgar R. Saravia Date: 28-Feb-2022
Name: Edgar R. Saravia
Title: Principal IO CASPP on behalf of Emmanuel Nyirinkindi