

***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 Arrangement between the Ministry of Foreign Affairs of the Netherlands (the “Donor”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank” and together with the Donor, the “Participants” and each a “Participant”) 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 Arrangement”); and
 - (b) the Supplemental Arrangement between the Ministry of Foreign Affairs of the Netherlands (the “Donor”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank” and together with the Donor, the “Participants” and each a “Participant”) concerning the Public-Private Infrastructure Advisory Facility (PPIAF) Trust Fund II (Parallel Trust Fund No. 072643) (the “Trust Fund”) effective as of August 6, 2018, as amended (the “Supplemental Arrangement”).
2. Reference is also made to the Donor’s communication dated December 3, 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 Arrangement, 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 six million thirty-six thousand six hundred seven United States Dollars and forty-six Cents (USD 6,036,607.46) of the Donor’s pro rata share to the Public-Private Infrastructure Advisory Facility (PPIAF) 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 (TF073074).
 - (d) Except as provided in paragraphs (a) through (c) above, the Donor will 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 will have no further obligations to the Donor under the Administration Arrangement, including no obligation to provide financial or progress reports.

4. Each of the Participants represents, by confirming its acceptance below, that it is authorized to enter into this Instrument and act in accordance with its provisions. The Participants are each requested to sign and date this Instrument, and upon possession by the Bank of this fully signed Instrument, this Instrument will become effective as of the date of the last signature.

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

By: Pablo Fajnzylber Date: 14-Feb-2022
Pablo Fajnzylber
Director, Strategy and Operations
ISODR/Infrastructure

MINISTRY OF FOREIGN AFFAIRS OF THE NETHERLANDS

By: Johan Veul Date: 16-Feb-2022
Johan Veul
Head of Private Sector Development
Member Management Team DDE, Ministry of Foreign Affairs