

Monday, May 6, 2019

Mr. Joseph Séka Séka
Minister
Ministry of Environment and Sustainable Development
25 BP 971 Abidjan 25
Abidjan; Cocody; Angre-7e Tranche
Republic of Cote d'Ivoire

Re: Second Amendment to the Letter of Intent between the International Bank for Reconstruction and Development, acting as the trustee of the Carbon Fund of the Forest Carbon Partnership Facility, and the Republic of Cote d'Ivoire, represented by the Ministry of Health, Environment and Sustainable Development, dated November 18, 2015 and amended on November 2017 with respect to the 'Emission Reductions Program in the Tai National Park Area' in Cote d'Ivoire

Excellency:

We refer to the Letter of Intent between the International Bank for Reconstruction and Development (“**IBRD**”) acting as the trustee (“**Trustee**”) of the Carbon Fund of the Forest Carbon Partnership Facility (“**Carbon Fund**”) and the Republic of Cote d'Ivoire (“**Program Entity**”) and together referred to as “**Parties**”) dated November 18, 2015 (“**Letter of Intent**”) and amended on November 2, 2017 (“**First Amendment**”), with respect to the ‘Emission Reductions Program in the Tai National Park Area’ in Cote d'Ivoire. Capitalized terms used in this amendment letter shall have the same meaning ascribed to them in the Letter of Intent.

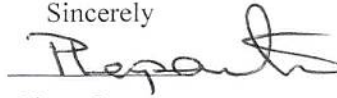
1. The Parties agree to herewith amend the Letter of Intent as follows:
 - (a) The Exclusivity Period specified in Section 3.1 of the Letter of Intent shall be extended from forty-two (42) months to fifty-five (55) months until June 18, 2020.
 - (b) Section 7.2 of the Letter of Intent shall be deleted in its entirety and replaced as follows:

“7.2 If the ERPA Negotiation Period has not started within forty-nine (49) months from the date of this Letter of Intent, the Trustee may, at its sole and absolute discretion, either terminate this Letter of Intent and the understandings it provides or extend the deadline provided in this Clause 7.2.”
2. Unless expressly provided for otherwise in this amendment letter, all other provisions of the Letter of Intent shall remain unchanged and in full force and effect.

Please confirm your agreement to the foregoing amendment letter by countersigning the received copies in the spaces provided below and return it to me in care of the Carbon Finance Unit, MC-

3-309, the World Bank, 1818 H Street, Washington D.C. 20433, U.S.A. Following your countersignature, the provisions of this amendment letter shall become effective on the date of this letter.

Sincerely



Pierre Laporte
Country Director

AGREED AND CONFIRMED:

On behalf of the Republic of Cote d'Ivoire, represented by the Ministry of Environment and Sustainable Development:



(Authorized Signatory)
Name: Mr. Joseph Séka Séka
Title: Minister