

December 15th, 2016

The Norwegian Agency for Development Cooperation
Department of Climate, Energy and Environment
Attn.: Director

Re.: Amaila Falls – Contribution by the Norwegian Agency for Development Cooperation (“Norad”)

1. Norad and the Inter-American Development Bank (the “**Bank**” and, together with Norad, collectively, the “**Parties**”, and individually, each a “**Party**”) entered into a Letter Agreement, dated December 8, 2014 (the “**Letter Agreement**”) as amended by an amendment dated January 21, 2015 and extended by an extension letter dated July 29, 2016 (the “**Extension Letter no. 1**”).
2. All capitalized terms used but not defined in this extension letter (the “**Extension Letter no. 2**”) shall have the meanings ascribed to such terms in the Letter Agreement.
3. Pursuant to paragraph 4. of the Extension Letter no. 1, the Bank was authorized by Norad to continue to administer the Contribution until December 31, 2016.
4. Considering that: (i) the Project is no longer in the pipeline of the Bank, and (ii) Norad requested the Bank to continue administering the Contribution for an additional period of three (3) years in order to give the Parties more time to continue discussing on the use of the Contribution.
5. Notwithstanding any other term of the Letter Agreement, the Parties hereby agree that the Bank shall be authorized to continue to administer the Contribution until December 31, 2019, in order to permit the Parties to continue the discussions regarding the use of the Contribution.
6. Nothing in this Extension Letter no. 2 shall be considered as a waiver of any privileges or immunities of Norad or the Bank under their respective organizational documents, under international law or any other applicable law, all of which are expressly reserved.
7. This Extension Letter no. 2 will come into force on the date of its signature by both Parties and will remain in full force and effect until all rights and obligations contemplated herein have been exercised.
8. This Extension Letter no. 2 may not be amended, modified or supplemented, nor may the provisions hereof be waived, except by an instrument in writing signed by both Parties or, in case of a waiver, signed by the Party providing the waiver.
9. Subject to their policies and procedures with respect to the disclosure of information, the Parties may make this Extension Letter no. 2 publicly available.

10. The Parties will seek to settle amicably any dispute that may arise from or relate to this Extension Letter no. 2.

If you agree to the foregoing, please so indicate by signing in the space provided below and returning one of the originals of this Extension Letter no. 2 to me. On behalf of the Inter-American Development Bank, I would like to reiterate our gratitude for the Contribution and your cooperation and support.

Very truly yours,

Inter-American Development Bank

Original Signed

Bernardo Guillamon
Manager, Office of Outreach and Partnerships
Date: 12/15/2016

Acknowledged and agreed to on behalf of the
Norwegian Agency for Development Cooperation:

Original Signed

Tale Kvalvaag
Director
Date: 12/19/2016