Supplemental Letter #2

NIGER BASIC AUTHORITY

July 19, 2014

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Re: Grant No. H953-3A
(Additional Financing First Part of the Second Phase of the Niger Basin Water Resources Development and Sustainable Ecosystems Management Program)
Representations

Dear Sirs and Mesdames:

In connection with the Financing Agreement of even date herewith between Niger Basin Authority ("Recipient") and the International Development Association ("Association") for the above-captioned Project, the Recipient hereby undertakes and warrants to the Association that:

1. The financial statements dated December 31, 2013, copies of which have been furnished to the Association, correctly set forth the financial and operating condition of the Recipient as of that date, and since that date there have been no material adverse changes in the financial and operating conditions of the Recipient.

2. The Recipient is not engaged in litigation as plaintiff or defendant, the outcome of which might materially and adversely affect its financial condition.

3. The Recipient has no outstanding agreements or liabilities, contingent or otherwise (including taxes), that might materially and adversely affect its financial condition.

4. No debt of the Recipient is secured by any mortgage, pledge, charge, priority, or other lien, and no contract or arrangement exists for the creation of any such mortgage, pledge, charge, priority, or other lien.

5. There are no existing defaults in the payment of principal of, or interest or other charges on, any of the debts of the Recipient.

6. The Recipient is not in violation of, and execution and delivery of the Financing Agreement and the compliance with all its terms do not and will not result in any violation of, any provisions of any existing agreement, franchise, concession, license, or permit, or of any statute, law, decree-law, executive decree, regulation, or any other legal rule of a similar nature presently in effect and applicable to the Recipient.
7. The Recipient is a duly existing international organization, with full authority to carry out its present business, to carry out the Project, and to execute and deliver the Financing Agreement.

It is our understanding that, in making the Financing and entering into the Financing Agreement with the Recipient, the Association may rely on the representations contained herein.

Very truly yours,

NIGER BASIN AUTHORITY

By

Authorized Representative