The World Bank
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

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OFFICIAL DOCUMENTS

February 8, 2018

H.E. Henri Yav Mulang
Minister of Finance
Ministry of Finance
B.P. 12997
Blvd. du 30 juin
Kinshasa/Gombe
Democratic Republic of the Congo

Democratic Republic of Congo: Western Growth Poles Project
Grant Number H860-ZR

Amendment to the Financing Agreement

Excellency:

We refer to the Financing Agreement dated July 22, 2013, between the Democratic Republic of Congo (the “Recipient”) and the International Development Association (the “Association”), as amended, the “Agreement”). We also refer to your letter dated May 22, 2017, requesting certain amendments to the Agreement. We are pleased to inform you that the Association concurs to your request; we hereby propose to amend the Agreement as follows:

1. Part 2.3 of Schedule 2 is deleted and replaced with the following:

“supporting the development of a fence in the selected area inside the Maluku Special Economic Zone for approximately 210 hectares.”

2. Section I.A.4 of Schedule 2 is deleted and replaced with the following:

“Special Economic Zone Agency (AZES, ministry in charge of industry).

(a) The Recipient’s ministry in charge of industry shall ensure implementation of Part 2 of the Project. To this end, the Recipient shall establish, and thereafter maintain, AZES which shall be responsible for the coordination and supervision of the activities under Part 2 (provided that until AZES has been established in form and substance acceptable to the Association, the existing Special Economic Zone Support Unit (CAZES) of Recipient’s ministry in charge of industry shall assume such responsibilities).

(b) No later than 6 months of Signature Date, AZES has been established and is fully operational (with staff and resources necessary therefor), in form and substance acceptable to the Association;

(c) No later than 6 months of Signature Date, a legal and regulatory framework in respect of the special economic zone of Maluku in form and substance acceptable to the Association has been adopted by the Recipient.
3. The Withdrawal Table under Section IV.A of Schedule 2 is deleted and replaced with the following:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants’ services, Training and Operating Costs under Parts 1, 2.1, 2.2, 3.2, 3.3, 4.1 and 4.2 of the Project.</td>
<td>66,272,727</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Works under Parts 2.3 of the Project.</td>
<td>1,988,182</td>
<td>100%</td>
</tr>
<tr>
<td>(3) PDF Grants for goods, works, non-consulting services, Operating Costs, consultants' services and Training under Part 3.1 of the Project.</td>
<td>2,650,909</td>
<td>100% of amount disbursed</td>
</tr>
<tr>
<td>(4) Refund of Preparation Advance</td>
<td>342,972</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>(5) Unallocated</td>
<td>1,645,210</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>72,900,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

4. Section IV.B.(1)b of Schedule 2 of the Financing Agreement is deleted and replaced with the following:

“(b) for payments under Category (2), unless and until evidence has been furnished to the Association that the conditions below have been satisfied in form and substance acceptable to the Association:

(i) the Recipient has implemented the Maluku RAP in form and substance acceptable to the Association.”

All provisions of the Financing Agreement which are not expressly modified in accordance with this letter remain unchanged.
Please indicate your agreement with the foregoing, by countersigning and dating the two original copies of this letter and returning one countersigned original copy to the Association. Upon receipt by the Association of said original countersigned by the authorized representative of the Recipient and dated, this amendment shall become effective as of the date of countersignature of this letter.

Sincerely,

[Signature]

Franck Bousquet
Country Director for DRC, p.i.
Africa Region

CONFIRMED:

DEMOCRATIC REPUBLIC OF CONGO

By: [Signature]
Authorized Representative

Date: February 8, 2018
Bcc: F. Bousquet, L. Debroux, V. Okito, J. Kashoshi, M. Rossanay (AFCC2); D. Umali-Deininger, A. O. Ba, N. Kaoues, S. K. Mbago, M. L. Sow (GFA07); I. Thiam, M. De Marigny, I. Meka (WFAFO); Saba Nabeel Ghesan (LEGAM); C. Tukeba, Lassina Traore, C. A. T. Traore (GGODR); F. T. Venayen (GGOAC); Yisgedullish Amde, Amina Temanda (AFCCD); A. T. Traore, G. Akinci (GFCA1); J. N. Mukungu, A. Gadiere (GEN07); L. M. M'Balipor (GSU01); M. Scheuermaier (CSAPA); G. K. Kindoki (GGOPF); WBDocs Files (P124720).