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

Re: Credit Number 6117-TZ and TCFG Trust Fund Grant Number TF0A5002
(Dar es Salaam Maritime Gateway Project)
Supplemental Letter - Representations

Dear Sirs and Mesdames:

In connection with (a) the Financing Agreement ("Financing Agreement") of even date herewith between United Republic of Tanzania ("Recipient") and the International Development Association ("World Bank") for the provision of a credit ("Credit") for the above-captioned Project ("Project"); (b) the Tanzania Transport Corridors for Growth (TTCTF) Grant Agreement ("Grant Agreement") of even date herewith between Recipient and the International Development Association, acting as Administrator of the Tanzania Transport Corridors for Growth Multi Donor Trust Fund ("World Bank") for the provision of a grant ("Grant") for the Project; and (c) the Project Agreements ("Project Agreements") of same date between the World Bank and Tanzania Ports Authority ("TPA") also for the Project, TPA hereby undertakes and warrants to the World Bank that:

1. The financial statements of TPA dated May 6, 2015, copies of which have been furnished to the World Bank, correctly set forth the financial and operating condition of TPA as of that date, and since that date there have been no material adverse changes in the financial and operating conditions of the TPA.

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

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

4. No debt of TPA 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 TPA.

6. TPA is not in violation of, and execution and delivery of the Project 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 TPA.
7. TPA is a duly existing autonomous legal entity, established and operating under the laws of the United Republic of Tanzania, with full authority to carry out its present business, including in the Recipient's territory, to carry out the Project, and to execute and deliver the Project Agreements, and has furnished to the World Bank true copies of the TPA Legislation (as defined in the Financing Agreement and Grant Agreement) presently in force and effect and governing or applicable to the operations of TPA.

It is our understanding that, in making the Credit and Grant and entering into the Project Agreements with TPA, the World Bank may rely on the representations contained herein.

Very truly yours,

TANZANIA PORTS AUTHORITY

By: _____________________________
    Authorized Representative