Her Excellency Kane Aïchatou Boulama  
Minister of Planning  
Ministry of Planning  
Niamey  
Republic of Niger  

Excellency:  

REPUBLIC OF NIGER: Credit No. 5132-NE  
(Competitiveness and Growth Support Project)  
Second Amendment to the Financing Agreement  

We refer to the Financing Agreement (the “Agreement”), dated July 5, 2012, for the above-mentioned Project, between the Republic of Niger (the “Recipient”) and the International Development Association (the “Association”), as amended. We also refer to the Recipient’s letter dated March 9, 2017, requesting the Association to amend the Agreement. Capitalized terms used in this letter (the “Amendment Letter”) and not otherwise defined herein have the meaning ascribed to them in the Agreement.

Accordingly, the Association proposes, through this Amendment Letter, to amend the Agreement as follows:

1. Part 2(a) of Schedule 1 to the Agreement is deleted in its entirety and the following new Part 2(a) is inserted in lieu thereof:

   “(a) Support to the extractive industries value chain, by:

   (i) providing technical assistance to improve the policy and regulatory framework to support diversification of mineral production, including with respect to: (A) the mining and petroleum laws and regulations, fiscal regime and environment, health and safety regulations; and (B) the validation and dissemination of the new mining code.

   (ii) providing technical assistance to strengthen the Recipient’s institutional capacity for efficient management for the mining sector, including with respect to: (A) policy management and contracts negotiations; (B) inspection, audits, monitoring and modeling; (C) mineral cadastre management; (D) sample preparation, analysis labs and geo-mines information; (E)
artisanal and small-scale mining; (F) investment in new mineral targets; and (G) implementation of the EITI.

(iii) providing technical assistance, goods and civil works to prepare the Recipient for the challenges of oil and gas development, including through: (A) the formulation of a strategy for sustainable development of the oil and gas sector through a multi-stakeholder consultative process; (B) training for the core staff in the core functions of the Recipient’s Ministry of Petroleum; (C) storage and assessment of geologic and geophysics and data; and (D) assessment of oil and gas reserves.

(iv) providing technical assistance to integrate the extractive industry in local and regional development, including through: (A) the development of a supplier database and identification of high-potential local supply opportunities; (B) the assessment of the sources of broad-based growth around planned extractive industry projects and potential synergies and complementarities with other sectors; (C) the development of upstream linkages between producers of local goods and services and extractive industry firms; and (D) the design and implementation of capacity building, financial support, advisory and business incubation; and”

2. The table set forth under Section IV.A.2 to the Agreement is deleted in its entirety and replace with the table shown in the Attachment to this Amendment Letter.

3. The following new definition is inserted in the Appendix to the Agreement (Definitions) to read as follows. All the subsequent definitions are renumbered accordingly:


Please confirm your agreement with the foregoing amendments by signing and dating this Amendment Letter in the spaces provided below. Henceforward, all other provisions of the Agreement not hereby amended shall remain in full force and effect. This Amendment Letter shall be executed in two counterparts each of which shall be an original.

[remainder of page intentionally left blank]
Upon confirmation, please return one fully executed original to us. The provisions set forth in this Amendment Letter shall become effective as of the date of countersignature upon receipt by the World Bank of the countersigned original of this Amendment Letter.

Sincerely,

Paola Ridolfi
Acting Country Director for Niger
Africa Region

 AGREED:

REPUBLIC OF NIGER

By: AICHA'TOU BOULA MA KANE

Name: ____________________________

Title: MINISTÈRE DU PLAN

Date: 21/04/2017
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit 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, and consultants’ services financed with Matching Grants under Part 1(c)(iv) of the Project</td>
<td>2,642,140</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, and consultants’ services, including Training, for Part 1(c)(i), (ii) and (iii) of the Project</td>
<td>1,304,920</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, and consultants’ services, including Training and Operating Costs, for the Project, except Part 1(c) of the Project</td>
<td>28,259,270</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Refund of Preparation Advance</td>
<td>93,670</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>32,300,000</strong></td>
<td></td>
</tr>
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