RE: Republic of Senegal: Dakar Diamniadio Toll Highway Project ("Project")  
(Credit Number 4579-SN)

Third Amendment to the Financing Agreement

Excellency:

We refer to the Financing Agreement dated October 13, 2009, as amended ("Agreement"), between the Republic of Senegal ("Recipient") and the International Development Association ("Association").

We also refer to your letter dated January 18, 2013, requesting specific amendments to the Agreement. Please note that capitalized terms used in this letter ("Amendment Letter") and not defined herein have the meaning ascribed to them in the Agreement.

We are pleased to inform you that the Association proposes, through this Amendment Letter, to amend the Agreement as follows:

1. Section V.6 of Schedule 2 to the Agreement is hereby deleted in its entirety and replaced by the following:

"The Recipient shall have opened by no later than December 15, 2013, a fully operational Replacement Landfill designed and constructed in a manner satisfactory to the Association and in full compliance with the Association's environmental and social safeguard policies."

2. Section V.7 of Schedule 2 to the Agreement is hereby deleted in its entirety and replaced by the following:

"The Recipient shall ensure that the resettlement of Displaced Persons to the Resettlement Site shall not occur under the Project before said Resettlement Site qualifies as a Functioning Resettlement Site."

3. Section V.8 of Schedule 2 to the Agreement is hereby deleted in its entirety and replaced by the following:

"The Recipient shall ensure that: (i) the Mbeubeuss Landfill be closed to the general public and cease to be receiving and openly burning waste ("Non-Operational Status") by no later than December 15, 2013; and (ii) the Mbeubeuss Landfill not reach such Non-Operational Status prior to the satisfaction of the requirements set forth in Section V.6 of Schedule 2 to this Agreement regarding the availability of a Replacement Landfill."

4. Section V.15 of Schedule 2 to the Agreement is hereby deleted in its entirety and replaced by the following:
"The Recipient shall have established a Functioning Resettlement Site by no later than May 15, 2013."

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, except as amended through this Amendment Letter shall remain in full force and effect. This Amendment Letter shall be executed in two counterparts each of which shall be an original.

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 Association of the countersigned original of this Amendment Letter.

Sincerely

INTERNATIONAL DEVELOPMENT ASS

Vera Songwe
Country Director for Senegal
Africa Region

CONFIRMED AND AGREED:

Amadou KANE
Name of Authorized Representative

Title

02 JUIL. 2013
Date