CO-FINANCING AGREEMENT
(Second Rural Access and Mobility Project)

Between

INTERNATIONAL DEVELOPMENT ASSOCIATION

And

AGENCE FRANÇAISE DE DÉVELOPPEMENT

Dated March 20, 2013
COFINANCING AGREEMENT

This agreement, made and entered into on the 20th of March, 2013, between the INTERNATIONAL DEVELOPMENT ASSOCIATION (hereinafter referred to as “Association”) and the AGENCE FRANÇAISE DE DÉVELOPPEMENT (hereinafter referred to as “AFD”)

WHEREAS:

(A) The FEDERAL REPUBLIC OF NIGERIA (hereinafter referred to as the “Borrower”) has requested that the Association and AFD provide financing for a rural access and mobility project;

(B) In response to the Borrower’s request, the Association intends to enter into a Financing Agreement with the Borrower (hereinafter referred to as the “IDA Financing Agreement”) under which the Association will agree to provide the Borrower, on the terms and conditions set forth or referred to therein, a credit in an amount in Special Drawing Rights equivalent to One Hundred and Seventy Million US Dollars (USD 170,000,000) to finance part of the activities and costs of the project, as defined in Schedule 1 of the IDA Financing Agreement (hereinafter referred to as the “Project”);

(C) In response to the Borrower’s request, AFD intends to enter into a Credit Facility Agreement with the Borrower (hereinafter referred to as the “AFD Credit Agreement”) under which AFD will agree to provide the Borrower, on the terms and conditions therein set forth or referred to therein, a credit in the amount of Sixty Million US Dollars (USD 60,000,000) to co-finance a percentage of the activities and costs of Part 1.1 of the Project;

(D) The IDA Financing Agreement and the AFD Credit Agreement are hereinafter referred to collectively as the “Financing Agreements” and individually as “Financing Agreement”; and

(E) The Association and AFD (hereinafter referred to collectively as the “Co-financiers” and individually as “Co-financier”) consider it desirable to coordinate the administration of their respective additional financings (collectively the “Cofinanciers’ Financings”) for the activities and costs related to the Project and advise each other of relevant matters concerning the Project, the Borrower’s performance under the Project, and other matters of common interest. Capitalized terms used herein and not otherwise defined herein have the meaning set forth in the IDA Financing Agreement.

NOW THEREFORE, the Co-financiers hereby agree as follows:

ARTICLE 1

 Cooperation; Consultation; and Exchange of Information

Section 1.01 Each Co-financier shall, in conformity with and subject to its respective policies and practices with respect to access to information:

(a) keep the other Co-financier informed of the progress of the Project and, at the request of either party, exchange views through their representatives with regard to the Project and any other matters relating to their respective financing thereof, including but not limited to:

(i) the financial condition and economy of the Borrower;
(ii) the progress achieved by the Borrower in the implementation of the Project; and

(iii) fiduciary, safeguards and other relevant administration and supervision matters related to the implementation and financing of the Project;

(b) inform the other Co-financier sufficiently in advance of any proposed supervision missions for the Project so as to afford a reasonable opportunity to the other party to participate in such missions. The Co-financier conducting such mission shall inform the other Co-financier of the main findings and results of such mission;

(c) exchange views with respect to Project documentation prepared and sent by the Borrower pursuant to the Financing Agreements, including the periodic project reports and the final reports on the execution of the Project with related plans;

(d) promptly inform the other Co-financier of any of the following events:

(i) any event which a Co-financier becomes aware of and which, in the opinion of such Co-financier, is likely to materially interfere with, or seriously hinder or impair, the implementation of the Project, or to adversely and materially interfere with the performance by the Borrower of its obligations under the Financing Agreement to which such Co-financier is a party;

(ii) a determination by such Co-financier that any disbursement of the financing provided pursuant to its Financing Agreement: (A) was made in respect of any expenditure or any amount not eligible for financing under such Financing Agreement; or (B) was not justified by the evidence furnished pursuant to such Financing Agreement; and

(iii) any notice given by the Borrower to prepay the whole or any part of the financing disbursed pursuant to the Financing Agreement to which such Co-financier is a party and any amount thereof actually prepaid.

Section 1.02. The Co-financiers shall inform each other promptly of any significant modification to their respective Financing Agreements with the Borrower and of any contractual remedy that is applied in respect thereof. Without prejudice to the independent right of decision and action of each Co-financier under its respective Financing Agreement, and subject to each Co-financier's applicable policies and procedures, each Co-financier will give notice to, and to the extent reasonably practicable consult with, the other Co-financier before effecting any such modification or exercising any such contractual remedy. Such modifications or contractual remedies include, but are not limited to, the following:

(a) material amendment to the Co-financier's respective Financing Agreement with the Borrower or any action which might result in the termination of such Financing Agreement;

(b) cancellation, in whole or in part, of the proceeds of the financing provided for under the respective Financing Agreement with the Borrower;

(c) suspension or termination, in whole or in part, of the right of the Borrower to make withdrawals under the respective Financing Agreement;
(d) refund, in whole or in part, of the proceeds of the financing provided under the respective Financing Agreement;

(e) acceleration of the maturity of the financing provided under the respective Financing Agreement; or

(f) extension to the disbursement deadline (closing date) under the respective Financing Agreement.

Section 1.03. The Financing Agreements to be concluded in connection with the Project may include cross-default clauses and cross-effectiveness provisions. Each Co-financier shall use its best efforts to expedite the timely effectiveness of their respective Financing Agreement with the Borrower.

Section 1.04. Each Co-financier shall retain its independent right of action and decision under its respective Financing Agreement with the Borrower except as otherwise stated in this Agreement.

Section 1.05. In the event of any major restructuring or other significant changes to the Project, the Co-financiers will discuss the potential implications that such changes may have for the co-financing arrangements set forth in this Agreement, including the services provided and fees charged by the Association pursuant to this Agreement.

ARTICLE 2

Project Implementation

Section 2.01. The supervision of the Project shall be done in accordance with the Association’s policies and procedures, as detailed in this Agreement.

Section 2.02. The Borrower shall be responsible for the execution of the Project co-financed under this Agreement, including the procurement/selection, award and implementation of contracts thereunder in accordance with the Association’s applicable policies and procedures.

ARTICLE 3

Procurement Administration

Section 3.01. Unless otherwise stipulated in this Agreement or agreed between the Co-financiers:

(a) the procurement of goods, works and non-consulting services under the Project shall be subject to the provisions of the applicable version of the Association’s “Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” (“Procurement Guidelines”);

(b) the selection, engagement and services of the consultants under the project shall be subject to the provisions of the applicable version of the Association’s “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” (“Consultant Guidelines”); and
(c) the Association’s interpretation of the Procurement Guidelines and Consultant Guidelines shall be binding and final on all procurement decisions.

(d) The Association shall be responsible for the supervision of procurement undertaken by the Borrower under the Project in accordance with the Association’s policies and procedures and as further provided for under this Agreement.

Section 3.02. The application of the Procurement Guidelines and the Consultant Guidelines shall be subject to the following modifications with respect to the AFD co-financed contracts:

(a) application of appropriate remedies by the Co-financiers in cases where the Association determines that the applicable procurement procedures have not been followed, shall be carried out in accordance with the provisions of Section 3.05 of this Agreement;

(b) handling of complaints related to fraud and corruption allegations shall be carried out in accordance with the provisions of Section 4.02 of this Agreement; and

(c) recognition of AFD’s role as a co-financier with respect to references in the bidding documents and/or requests for proposals, and recognition of AFD’s financing eligibility requirements in regard to contract award recommendations made by the Borrower, shall be done in accordance with the provisions of Sections 3.03 and 3.04 of this Agreement, respectively.

Section 3.03. For the contracts co-financed by AFD under the Project the use of the Association’s Standard Bidding Documents (SBDs) and Standard Requests for Proposals (SRFPs) is required in accordance with the Procurement Guidelines and the Consultant Guidelines, respectively. The bidding documents and/or requests for proposals prepared by the Borrower for a specific procurement will be modified to reflect AFD’s role as a co-financier, including references to AFD in the procurement notices and all other documentation relating to such contracts.

Section 3.04. Due to its specific legal and regulatory obligations, AFD will not finance its respective part of a contract to a bidder or a consultant who is on any of the financial sanction lists (including in particular the fight against the financing of terrorism) of the European Union and/or France as set forth in the AFD Credit Agreement. The AFD will be solely responsible for monitoring the Borrower’s compliance with this financing eligibility requirement. For this purpose, the Association acknowledges that AFD may request additional information from the Borrower and may take account of this additional information or lack thereof in deciding whether to finance its respective part of a contract. However, it is understood that the Association shall not be bound by this additional information or lack thereof or any decision of AFD in that respect in the Association’s determination of the procurement eligibility requirements or its decision to finance a contract or part thereof.

Section 3.05. Upon notification by the Association to AFD of its declaration of misprocurement and decision to cancel its financing for the contract or contracts in question or to apply another remedy, AFD shall promptly take the equivalent measures to cancel its portion of the financing for the contract or contracts in question or apply a remedy equivalent to the Association’s decision.

ARTICLE 4

Anti-Corruption

Section 4.01. The Co-Financiers shall require that the Borrower carries out the project in accordance with the applicable version of the Association’s Guidelines on Preventing Fraud and
Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants (the “Anti-Corruption Guidelines”).

Section 4.02. During the course of project implementation:

(a) the AFD will promptly inform the Association of all credible and material allegations or other indications of fraud and corruption (as defined in the Anti-Corruption Guidelines) in connection with the Project that come to its attention, together with the investigative and other actions that the AFD proposes to take with respect thereto. The Association will likewise, unless otherwise agreed in writing, promptly inform the AFD of all credible and material allegations or other indications of fraud and corruption in connection with the project that comes to its attention, consistent with the Association’s policies and procedures.

(b) The Co-Financiers will consult to determine whether to conduct a joint investigation of any allegation or other indication of fraud and corruption, but the Association will retain the right to conduct an investigation independently of the AFD. In any case, the AFD will cooperate fully with the Association during the course of such investigation and the Association will inform the AFD of the outcome of any such investigation that it conducts, consistent with the Association’s policies and procedures. The Association shall respond to reasonable AFD requests for information and documents, consistent with the Association’s policies and procedures.

(c) For the avoidance of doubt, nothing in this Agreement shall be construed as limiting any right AFD may have under the AFD Credit Agreement to conduct any audit related to the use of the proceeds of the credit provided to the Borrower under the AFD Credit Agreement, independently of the Association, to ensure itself of the good use of said credit in order for AFD to comply with its legal obligations.

(d) The Association will have the right to sanction any individual or entity other than an Association’s Member Country, in accordance with its prevailing sanctions policies and procedures, if at any time the Association determines that such individual or entity has engaged in fraud and corruption in connection with the Project.

(e) The Co-Financiers will ensure that any person or entity debarred or suspended by the Association is not awarded a contract under or otherwise allowed to participate in the Project during the period of such debarment or suspension.

ARTICLE 5

Financial Management and Reporting

Section 5.01. Each Co-financier shall require the Borrower, in its respective Financing Agreement, to:

(a) include in the audited financial statements for the Project expenditures funded by both Co-financiers together with funds of any other financiers; and

(b) ensure that an opinion on the usage of all project funds is presented in the audit report.

Section 5.02. Each Co-financier shall require the Borrower, in its respective Financing Agreement, to carry out the Project in accordance with the Association’s financial management policies and procedures;
Section 5.03. The Association shall review the periodic interim un-audited financial reports and the annual audited financial statements provided by the Borrower pursuant to each Co-financier’s Financing agreement, and shall transmit them to AFD with a cover letter including any Association comments on the same. The Association shall follow up on the implementation and pursuance of the audit’s recommendations.

ARTICLE 6

Method of Financing: Disbursement Administration

Section 6.01. It is the intention of each Co-financier that the proceeds of the Co-financiers’ Financings will be applied on a joint co-financing basis to jointly finance all contracts/expenditures under Part 1.1 of the Project as set forth in Annex A to this Agreement on a 66.7-33.3 pari-passu basis. To this end, the respective Co-financier’s Financing Agreement with the Borrower shall specify that the Association and AFD shall finance 66.7% and 33.3%, respectively, of all eligible expenditures (goods, works, non-consulting services or consultant’s services) under Part 1.1 of the Project.

Section 6.02. For the purposes of the Project, disbursements under each Co-financier’s Financing Agreement shall be made in accordance with the applicable version of the Association’s Disbursement Guidelines for Projects.

Section 6.03. With respect to AFD-financed contracts under Part 1.1 of the Project:

(a) the Borrower shall be required (in each Co-financier’s respective Financing Agreement) to submit an original of the Withdrawal Application (WA), a representation form attached in Annex D to this Agreement, and copies of supporting documents to AFD, and an original of the WA and supporting documents to the Association;

(b) the Association shall review each WA submitted by the Borrower in accordance with its applicable policies and procedures to verify that the amount requested by the Borrower applies to the percentage of expenditures to be financed from the AFD Credit Agreement, in accordance with the procurement plan for the Project and the disbursement schedules in the respective Financing Agreements, and advise AFD (through the Drawdown Order as per the form attached in Annex B to this Agreement) to make the payments to the Borrower requested in such WAs, subject to approval by AFD;

(c) the Association’s advice to AFD through the Drawdown Order will not cover the Borrower’s compliance with AFD’s financing eligibility requirement, set forth in Section 3.04 and/or the submission of the representation form attached in Annex D to this Agreement;

(d) Upon receipt of the Drawdown Order and supporting documents, AFD shall determine the amount of funds to be disbursed by it to the Borrower in accordance with the provisions of its AFD Credit Agreement, and promptly notify the Association of its actions;

(e) if AFD does not approve the payment requested in the WA, it shall promptly inform the Association and the Borrower in writing of its decision and the basis for such decision; and
f) the Co-financiers shall inform each other in writing of the person or persons authorized to deliver notices under this Section.

ARTICLE 7

Environmental and Social Safeguards

Section 7.01. During Project preparation and implementation, the Association shall conduct due diligence, review documents and appraise and supervise Project activities in accordance with the Association's safeguard policies. AFD shall conduct due diligence, review documents and appraise and supervise other activities that are not required by the Association's safeguard policies but may be required by AFD.

Section 7.02. For the purposes of the AFD-financed parts of the Project, the Co-financiers agree that a single process for social and environmental assessment and planning, safeguard documentation, consultation, and disclosure requirements shall be conducted to satisfy both the Association's safeguard policies and the safeguard requirements of the AFD.

ARTICLE 8

Provision of Services and Fees

Section 8.01. The Association accepts to provide the services described in Articles 2, 3, 4, 5, 6, and 7 of this Agreement, in accordance with its relevant policies and procedures and as specifically set forth in this Agreement. When requested, and subject to its policy on access to information, the Association will make available to AFD all documents, contracts, statements and reports received by the Association from the Borrower in accordance with the Financing Agreements, and within the scope of the Association's services set forth herein.

Section 8.02. For the services to be provided to AFD pursuant to this Agreement, the Association shall charge AFD a fee that represents the full cost of providing the services related to the AFD co-financing equivalent based on the relevant country costs and risks associated with the Project. The costing is based on a cost recovery framework for recovering all direct costs, and with a mark-up rate to recover sustaining and indirect costs. The calculation of the cost recovery fee in relation to the Project is included in Annex C to this Agreement. In accordance with the said calculation, AFD shall pay to the Association a fee of One Million One Hundred Eighty Thousand and Seven Hundred Fifty Two US Dollars (USD 1,180,752) for the services to be performed by the Association pursuant to this Agreement. Such fee shall be paid in six (6) instalments of One Hundred Ninety Six Thousand and Seven Hundred Sixty Two US dollars (USD 196,762), to be paid by July 1 in each year.

Section 8.03. All payments to the Association shall be made when due in full, in United States Dollars, in immediately available funds, without any deductions whatsoever for taxes, duties, charges or other withholdings, into such bank account as the Association may designate.

Section 8.04. Notwithstanding termination or expiration of this Agreement, the provisions of this Agreement relating to the obligation of AFD to pay to the Association remuneration for its services performed prior to the date of termination or expiration of this Agreement, shall continue in full force and effect.

ARTICLE 9

Disclaimers, Liabilities and Indemnification

Section 9.01. The Association makes no express or implied representation or warranty as to the accuracy, completeness or sufficiency of any reports, documents, analyses, memoranda or
prospectuses, including any projections or estimates contained therein, prepared by or with the assistance of Association's staff or its consultants, nor as to the extent of success that may be achieved in the implementation of any recommendation contained therein, or in the implementation of the Project. It is agreed and understood that the Association is an advisor only, and that any and all decisions with respect to the Project will be made by the Borrower or its agents, in its sole discretion.

Section 9.02. Without limitation to the immunities and privileges of the Association under its Articles of Agreement and other applicable rules of international law, the Association shall not be liable to AFD or any other third party for any loss, cost, damage or liability that AFD may incur as a result of this Agreement, except as resulting from the gross negligence or wilful misconduct of the Association or its staff and consultants. Notwithstanding anything herein, the Association's liability, if any, to AFD hereunder shall not extend to any indirect damage, loss of profit or loss of opportunity, nor shall exceed the amount of the professional fees received by the Association for its account under this Agreement.

Section 9.03. AFD shall indemnify and hold the Association and its staff and consultants harmless from any losses, costs, damages or liability to which the Association or its staff and consultants may be subject, including without limitation as a result of any claim, suit or action brought against any of them by any third party (whether or not affiliated with AFD) on whatever grounds, in connection with the performance under this Agreement by the Association hereunder or the reliance by any person on anything done or not done by the Association, and reimburse the Association for any expenses, including any legal expenses, reasonably incurred by the Association in connection therewith, except those resulting from the gross negligence or wilful misconduct of the Association or its personnel. Notwithstanding anything herein, AFD's obligation to indemnify and reimburse the Association under this Section shall not exceed the amount of five hundred thousand United States Dollars (US$ 500,000).

ARTICLE 10

Entry into Force and Effect; Termination; Dispute Resolution

Section 10.01. Upon signature of this Agreement by both parties, it shall enter into force and effect on the later of (a) the date on which the IDA Financing Agreement becomes effective in accordance with its terms, or (b) the AFD Credit Agreement becomes effective in accordance with its terms.

Section 10.02. Subject to Section 9.03 below, this Agreement shall remain in full force and effect until 90 days after the date on which both Co-financiers' respective Financing Agreements with the Borrower shall have closed with no further disbursements.

Section 10.03. This Agreement may be modified from time to time by further agreement in writing between the Co-financiers. This Agreement may be terminated at any time upon 90 days advance notice given in writing by either party to the other party. Before giving such notice, the Co-financiers will agree on the most practical and effective means of limiting the impact of such termination on the implementation of the Project.

Section 10.04. The Co-financiers will try to resolve any dispute arising from this Agreement, through constructive engagement and negotiation between the parties.
ARTICLE 11

Miscellaneous

Section 11.01. This Agreement may be made publicly available subject to each Co-
financier's policies and procedures on access to information. The Co-financiers shall each
espectively obtain the other's prior written consent before publicly disclosing information that the
other has explicitly provided in confidence by marking the document containing such information as
proprietary and/or confidential and/or as being provided in confidence.

Section 11.02. Communications, including notices for the purposes of this Agreement shall
be addressed to the following:

For the Association:

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

Cable: INDEVAS
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391

Attention:

For AFD:

Agence Française de Développement
5, rue Roland Barthes
75598 Paris Cedex 12, France

Facsimile:
33-1-53-44-47-39

Attention:
IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate in the English language.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: __________________________

Name: Marie France Marie-Nelly

Title: Country Director

Date: March 20, 2013

AGENCE FRANÇAISE DE DÉVELOPPEMENT

By: __________________________

Name: DENNIN HABEN

Title: Country Director

Date: 20/03/2013
ANNEX A:
Financing Percentages by the Association and AFD

<table>
<thead>
<tr>
<th>Co-financed Project Activity</th>
<th>Eligible Expenditures</th>
<th>Indicative Total IDA and AFD Financing Amount Allocated (USD)</th>
<th>Percentage of Financing by the Association</th>
<th>Percentage of Financing by AFD</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part 1.1. of the Project: Upgrading and rehabilitation of approximately 1,450 km of selected rural and state roads in the Participating States, and carrying out of related design studies and supervision activities</td>
<td>Goods, works, non-consulting services and consultants’ services</td>
<td>$153,000,000, with additional $27,000,000 as contingencies</td>
<td>66.7%</td>
<td>33.3%</td>
<td>100%</td>
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</table>
ANNEX B:
Form of Drawdown Order

We hereby acknowledge receipt of the following Application for Withdrawal:

Date:
Serial No:
Amount:

In accordance with the Co-financiers' Agreement dated [date] between the Agence Française de Développement (AFD) and the International Development Association (the Association), we have examined the said Request for Application for Withdrawal and find it in order and eligible for financing under the Credit Agreement dated [date] between AFD and the Federal Republic of Nigeria (the "Borrower").

On the basis of the foregoing we hereby notify you as follows:

Amount of disbursement to be made by the AFD:

Currency: ____________
Amount: ____________

NOTE:

1. The non eligible items included in the said application and the reason for non-eligibility are as follows:

(non-eligible items) (reason)
(a)
(b)
(c)

2. Special instructions:
### ANNEX C:
Calculation of Cost Recovery Fees for the Second Rural and Access Mobility Project

Full Cost Estimate Worksheet (US$)

#### Staff weeks

<table>
<thead>
<tr>
<th>Grade</th>
<th>MRP</th>
<th>Benefits</th>
<th>Salary &amp; benefits</th>
<th>Salary &amp; Benefits per SW</th>
<th>Estimated SWs for assignment</th>
<th>Staff cost</th>
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<tbody>
<tr>
<td>Task Team Leader</td>
<td>G</td>
<td>141,200</td>
<td>70,600</td>
<td>211,800</td>
<td>4,814</td>
<td>24</td>
</tr>
<tr>
<td>Sr. Road Engineer</td>
<td>G</td>
<td>141,200</td>
<td>70,600</td>
<td>211,800</td>
<td>4,814</td>
<td>24</td>
</tr>
<tr>
<td>Sr. Procurement Specialist</td>
<td>G</td>
<td>141,200</td>
<td>70,600</td>
<td>211,800</td>
<td>4,814</td>
<td>24</td>
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<tr>
<td>Sr. Financial Management Specialist</td>
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<td>4,814</td>
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<tr>
<td>Sr. M&amp;E Specialist</td>
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<td>70,600</td>
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<td>4,814</td>
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<tr>
<td>ET Consultant</td>
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<td>104,800</td>
<td>52,400</td>
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<td>Project Assistant</td>
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<td>79,500</td>
<td>39,750</td>
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<td><strong>Total</strong></td>
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#### Short term consultants

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<tr>
<th>Grade</th>
<th>HQ/CO</th>
<th>Net daily fee</th>
<th>Estimated # days for assignment</th>
<th>Consultants' cost</th>
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<tr>
<td>Sr. Environmental Consultant</td>
<td>A1</td>
<td>CO</td>
<td>500</td>
<td>135</td>
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<tr>
<td>Sr. Social Consultant</td>
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<td>CO</td>
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<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td>Airfare unit cost</td>
<td># of Trips</td>
<td>Total airfare</td>
<td>MTV</td>
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<td>6800</td>
<td>6</td>
<td>40,800</td>
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<td>Sr. Road Engineer</td>
<td>500</td>
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<td>3,000</td>
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<td>Sr. Financial Management Specialist</td>
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<td>3,000</td>
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<td>ET Consultant</td>
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<td>3,000</td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>172,000</strong></td>
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<table>
<thead>
<tr>
<th>Other direct costs</th>
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<td>Workshop expenses</td>
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<td>Contingency</td>
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<td><strong>Total</strong></td>
<td><strong>32,500</strong></td>
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<td>Description</td>
<td>Amount</td>
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<tr>
<td>-----------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Sub-total Before Indirect and Sustaining Costs</td>
<td>787,168</td>
</tr>
<tr>
<td>Indirect and sustaining costs</td>
<td>50.0%</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$1,180,752</td>
</tr>
</tbody>
</table>

expressed as % of co-financing amount 1.97
ANNEX D
Representation Form

I refer to the credit facility agreement no CNG 1008 01 M between the Federal Republic of Nigeria and Agence Francaise de Developpement ("AFD") dated ______ for the Second Rural and Access Mobility Project.

This confirms that, to the best of my knowledge, information and belief, the amount requested under the attached Application of Withdrawal will not be used for payments to contractors, sub-contractors or suppliers, who are on any of the financial sanction lists (including in particular the fight against the financing of terrorism) of:

- the European Union,
- France.

Sincerely,

[Signatory]

Authorized Signatory of the Federal Republic of Nigeria

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1 This form is to be attached by the Borrower to WA.