Mr. Henry Yav Mulang  
Minister in charge of Finance  
Ministry of Finance  
Boulevard du 30 juin  
Commune de la Gombe  
Kinshasa I  
Democratic Republic of Congo

Ref: Democratic Republic of Congo: Multimodal Transport Project  
Original Grant Number H595-ZR  
AF Grant Number H859-ZR

Amendment to the Financing Agreement

Honorable Minister:

We refer to the Financing Agreement dated July 14, 2010 (the "Agreement"), between the Democratic Republic of Congo ("Recipient") and the International Development Association ("World Bank"), for the above-referenced Project, as amended.

We also refer to your letter dated October 24, 2016, requesting some amendments to the Agreement. We are pleased to inform you that the World Bank concurs to your request and we hereby propose to amend the Agreement as follows:

1. Paragraph 2.01 of Article II is modified to read as follows:

"2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to two hundred and eighty eight million one hundred thousand Special Drawing Rights (SDR 288,100,000) ("Financing") which consists of: (a) the Original Financing in an amount equivalent to one hundred sixty eight million eight hundred thousand Special Drawing Rights (SDR 168,800,000) to assist in financing of Parts A, B (other than B.6 and B7), C and D of the Project described in Schedule 1 to this Agreement ("Project"); and (b) additional financing in an amount equivalent to one hundred and nineteen million three hundred thousand Special Drawing Rights (SDR 119,300,000) ("Additional Financing") to assist in financing of Parts A (other than Part A.1(b)(i)), B.1 (b), B.3, B.4, B.5, B.6, B.7 and D of the Project."

2. Paragraph 3.01 of Article III is modified to read as follows:

"3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Parts B.3, B.4, B.5, B.6, C and D of the Project through the Ministry of Transport (MoT) and cause Part A of the Project to be carried out by the
SNCC, Part B.1 (a) of the Project to be carried out by RVA, Part B.1 (b) and B.2 of the Project to be carried out by RVF, Part B.1 (c) of the Project to be carried out by CVM, and Part B.7 of the Project to be carried out by AAC, all in accordance with the provisions of Article IV of the General Conditions and the Project Agreements.”

3. Paragraphs 1, 4, 5 of Part B of Schedule 1 are modified to read as follows:

“1. Provision of transport and navigational equipment and carrying out studies for (a) RVA, (b) RVF and (c) CVM.”

“4. Carrying out of annual procurement and financial audits of RVA, RVF, CVM and AAC.”

“5. Develop a transport sector wide governance plan which can be tailored for adoption by RVA, CVM, RVF, SNCC and AAC.”

4. Paragraph 2 of Section I. B. of Schedule 2 is deleted, and paragraphs 3 through 7 are renumbered 2 through 6.

5. Renumbered paragraphs 2, 3 and 4 of Section I. B. of Schedule 2 are modified to read as follows:

“To facilitate the carrying out of Part B.1 (a) of the Project, the Recipient shall make part of the proceeds of the Financing available in the form of a grant to the RVA under a subsidiary agreement between the Recipient and the RVA, under terms and conditions approved by the Association, which shall include: (a) the principal amount of such financing denominated in Dollars; (b) the Recipient’s right to suspend, terminate or seek refund, of such financing to the RVA in the event the RVA fails to perform its obligations under the subsidiary agreement; and (c) the rights and obligations of the RVA and the Recipient (“RVA Subsidiary Agreement”).

“To facilitate the carrying out of Parts B.1 (b) and B.2 of the Project, the Recipient shall make part of the proceeds of the Financing available in the form of a grant to the RVF under a subsidiary agreement between the Recipient and the RVF, under terms and conditions approved by the Association, which shall include: (a) the principal amount of such financing denominated in Dollars; (b) the Recipient’s right to suspend, terminate or seek refund, of such financing to the RVF in the event the RVF fails to perform its obligations under the subsidiary agreement; and (c) the rights and obligations of the RVF and the Recipient (“RVF Subsidiary Agreement”).

“To facilitate the carrying out of Part B.1 (c) of the Project, the Recipient shall make part of the proceeds of the Financing available in the form of a grant to the CVM under a subsidiary agreement between the Recipient and the CVM, under terms and conditions approved by the Association, which shall include: (a) the principal amount of such financing denominated in Dollars; (b) the Recipient’s right to suspend, terminate or seek refund, of such financing to the CVM in the event the CVM fails to perform its obligations under the subsidiary agreement; and (c) the rights and obligations of the CVM and the Recipient (“CVM Subsidiary Agreement”).

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6. The table in Section IV A. to Schedule 2 is deleted, and replaced with the table attached in Annex 1 to this letter.

7. Sub-paragraph 1. (b) (iii) of Section IV B. to Schedule 2 is deleted, and sub-
paragraphs (iv) through (vi) are renumbered (iii) through (v).

8. Paragraphs 1, 2 and 7 of Section V to Schedule 2 are modified to read as follows:

“1. The Recipient shall cause the Project Implementing Entities (other than SNCC) to respectively adopt by not later than December 31, 2017, the tailored governance plans referred to in Part B.5 of the Project under terms satisfactory to the Association and immediately thereafter it shall cause the Project Implementing Entities to take all measures and provide sufficient resources to implement said plans in a manner satisfactory to the Association and shall not suspend, amend, abrogate, waive or otherwise modify, whether in whole or in part, any of provision of said plans without the prior written agreement of the Association.”

“2. The Recipient shall by not later than one (1) month after the Effective Date recruit, and thereafter maintain throughout Project implementation, an external procurement auditor for each of SNCC, RVA, and CVM and an external financial auditor for each of SNCC, RVA, CVM and CEPTM, all under terms and conditions and with qualifications and experience satisfactory to the Association.”

“7. Unless otherwise agreed with the Association, the Recipient shall promptly as needed, provide the funds, facilities, goods, services and other resources required for the Project and shall allocate the equivalent of one million and five hundred thousand Dollars (US$ 1.5 million) equivalent monthly from the Effective Date (or earlier) until June 30, 2018, to the SNCC for the cost of its operations and ensure said amounts shall be used exclusively to finance such expenditures in respect of reasonable cost of works, goods, salaries and services for the operational costs of the SNCC.”

9. Definitions 30 and 31 of the Appendix are modified to read as follows:

“30. “Project Agreements” means the agreements of even date entered between on the one hand the Association and on the other the Project Implementing Entities: AAC, CVM, SNCC, RVA, and RVF (as defined hereinafter).”

“31. “Project Implementing Entities” means together the AAC, SNCC, RVA, RVF and CVM.”

10. Definitions 43 and 44 of the Appendix are deleted, and definitions 45 through 52 are renumbered 43 through 50.

Please note that the capitalized terms used in this letter (“Amendment Letter”) and not defined herein have the meaning ascribed to them in the Agreement.

All provisions of the Agreement which are not expressly modified in accordance with this Amendment Letter remain unchanged.
Please indicate your agreement with the foregoing, by countersigning and dating the two original copies of this Amendment Letter and returning one countersigned original copy to the World Bank. Upon receipt by the World Bank 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.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]
Ahmadou Moustapha Ndiaye
Country Director
Democratic Republic of Congo
Africa Region

AGREED:
DEMOCRATIC REPUBLIC OF CONGO

[Signature]
Authorized Representative

Name: Henri YAV HULANG
Title: Directeur de Finances
Date: 07 décembre 2016

Attachment
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Original Financing Allocated (expressed in SDR)</th>
<th>Amount of the Additional Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes, except as otherwise noted below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) (a) Goods, works, non-consultant services, and consultants’ services and Operating Costs for Part A.1 (other than Part A.1 (b) and Part A.1 (c)(ii)) of the Project</td>
<td>109,305,000</td>
<td>81,638,000</td>
<td>100%</td>
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<td>(b) SNCC departure indemnities and social security pension contributions under Part A.1 (b) (i) of the Project</td>
<td>9,959,000</td>
<td>0</td>
<td>100%</td>
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<tr>
<td>(c) Goods under Part A.1 (c) (ii) of the Project</td>
<td>6,395,000</td>
<td>16,117,000</td>
<td>100%</td>
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<td>(d) SNCC departure indemnities and social security pension contributions under Part A.1 (b) (ii) of the Project</td>
<td>17,870,000</td>
<td>0</td>
<td>100%</td>
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<td>(e) SNCC departure indemnities and social security pension contributions under Part A.1 (b) (iii) of the Project</td>
<td>0</td>
<td>6,345,000</td>
<td>100%</td>
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<td>(2) Goods, works, non-consultant services and consultants’ services for Parts B.1 (a) of the Project</td>
<td>0</td>
<td>0</td>
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<td>(3) Goods, works, non-consultant services and consultants’ services for Parts B.1 (a) of the Project</td>
<td>7,177,000</td>
<td>0</td>
<td>100%</td>
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<td>(4) (a) Goods, works, non-consultant services and consultants’ services for Parts B.1 (b) of the Project</td>
<td>3,274,000</td>
<td>3,300,000</td>
<td>100%</td>
</tr>
<tr>
<td>Category</td>
<td>Amount of the Original Financing (H595-ZR) Allocated (expressed in SDR)</td>
<td>Amount of the Additional Financing Allocated (H859-ZR) (expressed in SDR)</td>
<td>Percentage of Expenditures to be Financed (inclusive of Taxes, except as otherwise noted below)</td>
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<tr>
<td>--------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>(b) RVF departure indemnities and social security pension contributions under Part B.2 of the Project</td>
<td>1,512,000</td>
<td>0</td>
<td>100%</td>
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<td>(5) Goods, works, non-consultant services and consultants’ services for Parts B.1(c) of the Project</td>
<td>930,000</td>
<td>0</td>
<td>100%</td>
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<td>(6) (a) Goods, works, non-consultant services, consultants’ services, and Operating Costs for Part D.1 of the Project</td>
<td>3,640,000</td>
<td>4,300,000</td>
<td>100%</td>
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<td>(b) Goods, works, non-consultant services and consultants’ services for Parts B.3, B.4, B.5, C and D.2 of the Project and Operating Costs for Part D.2 of the Project</td>
<td>7,912,000</td>
<td>3,770,000</td>
<td>100%</td>
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<td>(7) Refund of Preparation Advance</td>
<td>826,000</td>
<td>0</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
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<td>(8) Goods, works, non-consultant services and consultants’ services for Part B.6 of the Project</td>
<td>0</td>
<td>891,000</td>
<td>100%</td>
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<td>(9) Goods, works, non-consultant services and consultants’ services for Part B.7 of the Project</td>
<td>0</td>
<td>2,939,000</td>
<td>100%</td>
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<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>168,800,000</strong></td>
<td><strong>119,300,000</strong></td>
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