H.E. El Moctar Ould Djay  
Minister  
Ministry of Economy and Finance  
Nouakchott, Mauritania

ISLAMIC REPUBLIC OF MAURITANIA:  
(Second Phase of the West Africa Regional Communications Infrastructure Program - Mauritania Project)  
Amendment to the Financing Agreement (Credit Number 5255-MR)

Excellency:

We refer to the Financing Agreement ("Agreement") for the above-mentioned Project, dated June 20, 2013, between the Islamic Republic of Mauritania ("Recipient") and the International Development Association ("Association"). We also refer to your letter dated May 31, 2017, requesting specific amendments to the Agreement.

Therefore, we propose to amend the Agreement as set forth in this letter (Amendment).

1. Paragraph (C) of the Preamble to the Agreement is amended as follows:

"(C) WHEREAS the European Investment Bank (the "Co-financier") intends to make available financial assistance to the Recipient in an amount equivalent to nineteen million two hundred thirty-seven thousand five hundred Dollars ($19,237,500) ("Co-financing", as further defined in the Appendix to this Agreement) to assist the Recipient in financing the cost of Part 1 (a) (ii) of the Project on the terms and conditions set forth in the co-financing agreement to be entered into between the Recipient and the Co-financier (the "Co-financing Agreement", as further defined in the Appendix to this Agreement);"

2. Part 1 (a) of the Project Description set forth in Schedule 1 to the Agreement shall be amended and renumbered to read as follows:

"Part 1: Supporting Connectivity

Carrying out of an integrated program to improve regional connectivity on the basis of an Open Access principle and the operation of a PPP structure so as to leverage private sector investment, encompassing:

(a) the building of: (i) approximately 1600 kilometers of four (4) fiber optic missing links (Nouakchott-Atar-Choum, Rosso-Boghe, Kaedi-Selibaby-Kiffa, Aioun-Nema, and Selibaby (directly or indirectly to)-Mali border) to provide redundancy connectivity for
cross-border links towards ECOWAS and towards North Africa, as well as the dissemination of international connectivity to most of the Recipient's provincial capitals contributing hereby to reducing the urban/rural divide in the sub-region; and (ii) of an Internet Exchange Point/Carrier Hotel/Datacenter technical building;”

3. The table set forth in Section IV.A.2 of Schedule 2 to the Agreement shall be amended as set forth in the Annex to this Amendment.

4. The Closing Date referred to in Section IV.B.2 of Schedule 2 to the Agreement is established as the date November 30, 2019.

5. Definition 10 set forth in the Appendix to the Agreement shall be amended to read as follows:

“10. "Co-financing" means, for purposes of paragraph 11 of the Appendix to the General Conditions, an amount equivalent to nineteen million two hundred thirty-seven thousand five hundred Dollars ($19,237,500) to be provided by the Co-financier to assist in financing the cost of Part 1 (a) (ii) of the Project.”

6. Definition 13 set forth in the Appendix to the Agreement shall be amended to read as follows:

“13. "Delegated Contractual Agreement" means the agreement referred to in Section I.C of Schedule 2 to this Agreement to be entered into between the Holding Company for Digital Assets (as hereinafter defined) and the IMT (as hereinafter defined) for: (i) the operation, maintenance and commercialization of bandwidth on the national backbone, on a wholesale basis, to licensed operators in the Recipient's territory and in third countries; and (ii) the leasing, to any client, of space in the Internet Exchange Point/Carrier Hotel/Datacenter technical building to be built under Part 1 (a) (ii) of the Project.”

All other provisions of the Agreement, except as herein amended, shall remain in full force and effect.

Please indicate agreement to the foregoing, on behalf of the Recipient, by countersigning and dating the form of confirmation on the two original copies of this letter and returning one original, as countersigned, to us. Upon receipt by the Association of the copy of this letter countersigned by the Recipient, this amendment shall become effective as of the date of its countersignature.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]

Country Manager for Mauritania
Africa Region
CONFIRMED:

ISLAMIC REPUBLIC OF MAURITANIA

By: ____________________________
   Authorized Representative

Name:  

Title:  

Date:  

El MOCTAR OULD DJAY

MINISTER OF ECONOMY AND FINANCE

November 14, 2017
## Annex

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (Exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works and goods:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) under Part 1 (a) (i) of the Project</td>
<td>14,200,000</td>
<td>100%</td>
</tr>
<tr>
<td>(b) under Part 1 (b) Project</td>
<td>150,000</td>
<td>100%</td>
</tr>
<tr>
<td>(c) under Parts 2 and 3 of the Project</td>
<td>70,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Non-consulting services, consultants’ services, Operational Costs and Training under Parts 2 and 3 of the Project</td>
<td>4,300,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Refund of Preparation Advance No. Q 804-MR</td>
<td>1,380,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>20,100,000</td>
<td></td>
</tr>
</tbody>
</table>