Republic of Congo: Water, Electricity and Urban Development Project
Credits IDA 4701-CG and IDA 5541-CG

Amendment to Financing Agreements

Excellency:

We refer to the Financing Agreements (the "Agreements") for the Water, Electricity and Urban Development Project, Credits IDA4701-CG and IDA 5541-CG, dated May 25, 2010 and October 10, 2014 respectively, between the Republic of Congo (the "Recipient") and the International Development Association (the "Association").

We also refer to your letter dated December 10, 2015, requesting some amendments to the Agreements. We are pleased to inform you that the Association concurs to your request; we hereby propose to amend the Agreements as follows:

1. Credit IDA 4701-CG

Section I. G. 1. (a) (i) of Schedule 2 is deleted and replaced with the following:

"(i) through the PCU, prepare under terms of reference acceptable to the Association, and furnish to the Association, not later than June 30 of each year during the period of Project implementation, for the Association’s review and approval, an annual work plan of activities (including proposed training and workshop programs) proposed for inclusion in the Project during the following calendar year, together with (A) a budget and financing plan for such activities and a timetable for their implementation, including amounts of the Recipient’s counterpart funding required for the purpose, and (B) any Safeguard Instrument for such activities required pursuant to Section I.F of this Schedule; and”.

2. Credit IDA 5541-CG

(a) Section I. B. 2. (a) (i) of Schedule 2 is deleted and replaced with the following:

“(i) through the PCU, prepare under terms of reference acceptable to the Association, and furnish to the Association, not later than June 30 of each year during the period of Project implementation, for the Association’s review and approval, an annual work plan of activities (including proposed training and workshop programs) proposed for inclusion in the Project during the following calendar year, together with (A) a budget and financing plan for such activities and a timetable for their implementation, including amounts of the Recipient’s counterpart funding required for the
purpose, and (B) any Safeguard Instrument for such activities required pursuant to Section I.E of this Schedule; and"

(b) Section I. F. 2. Is deleted and replaced with the following:

"2. Without limitation upon the provisions of Section 4.03 of the General Conditions, the Recipient shall, in accordance with the schedule specified in the Project Implementation Annual, deposit into the Project Counterpart Funds Account, in CFA Francs, a total amount equivalent to United States Dollars ninety million (US$90,000,000), of which US$36,000,000 equivalent shall be deposited no later than December 31, 2017 and the remaining amount before the Closing Date. Subsequent replenishments shall be made by the Recipient based on the disbursement schedule to be agreed upon each year at the same time as the Agreed Annual Work Plan.

All provisions of the Agreements which are not expressly modified in accordance with this letter remain unchanged.

Please indicate your agreement with the foregoing, by countersigning and dating the two original copies of this letter and returning one countersigned original copy to the Association. Upon receipt by the Association 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.

Sincerely,

[Signature]

Ahmadou Moustapha Ndiaye
Country Director for Congo
Africa Region

CONFIRMED:

REPUBLIC OF CONGO

By: [Signature]

Authorized Representative

Name: ONDONGO Gilbert

Date: ____________________________