

October 22, 2021

H.E. Lassane Kabore
Minister of Economy, Finance and Development
Ministry of Economy, Finance and Development
B.P. 7008 Ouagadougou 03
Burkina Faso

***Re: Burkina Faso - North Core Dorsale Nord Regional Power Interconnector Project
Grant Number D392-BF/Credit Number 6339-BF
Amendment to the Financing Agreement***

Excellency:

We refer to the Financing Agreement (“Agreement”) between Burkina Faso (“Recipient”) and the International Development Association (“Association”), dated November 21, 2018, for the above-referenced Project, as amended. We also refer to your letter dated August 10, 2021, requesting changes to the Agreement. Please note that the capitalized terms not defined in this letter “Amendment Letter” have the meaning ascribed to them in the Agreement.

We are pleased to inform you that the Association agrees to your request and hereby propose to amend the Agreement as follows:

1. *The following paragraph E is added to Section I of Schedule 2 (Implementation Arrangements):*

“E. Action Plan for Part 1 of the Project

The Recipient shall ensure that the activities under Part 1 of the Project are carried out in accordance with the Action Plan, as further detailed in the PIM, all under terms and conditions satisfactory to the Association and to the Participating Countries and, to this end, unless the Association shall otherwise agree, the Recipient shall:

- (a) no later than November 11, 2021, the demand for electricity to be including in the bidding documents has been provided by the respective Utilities to the WAPP, in the format and with the specifications requested by this entity, and has been incorporated in the bidding documents as part of the preparation for a successful carrying out of the first competitive selection of suppliers of electricity from Nigeria;
- (b) no later than May 5, 2022, the successful launching of the first competitive selection of suppliers of electricity from Nigeria;
- (c) no later than December 5, 2022, the signing and execution under terms and conditions satisfactory to the Association of the Power Purchase Agreement with the winners of the selection process referred to in the preceding paragraph (a); and
- (d) no later than December 5, 2022, the signing and execution of Transmission Service Agreements, under terms and conditions satisfactory to the Association, by the users of the electricity line with the owners of the respective segments of the North Core Regional Interconnector, through which the electricity will circulate.”

2. Section III.B.1 (Withdrawal Conditions) of Schedule 2 to the Agreement is hereby deleted and replaced with the following:

- “1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
- (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed: (i) an amount equivalent to SDR 1,217,500; and (ii) the amount of EUR 2,937,500, may be made for payments made prior to this date but on or after November 1, 2017, for Eligible Expenditures under Categories (1) and (2); or
 - (b) under Category (2) and (3)(b) until and unless SONABEL shall have adopted the SONABEL Project Implementation Manual, in form and substance satisfactory to the Association.”

3. In the Appendix of the Agreement, the definition below is added and placed in alphabetical order to read as follows, and the rest of the definitions are renumbered accordingly to maintain alphabetical order.

““Action Plan” means the Action Plan approved by the Association which sets out a process with a timeline and milestones for the successful preparation and the carrying out of the first competitive selection of suppliers of electricity from Nigeria, and for the successful execution of the competition’s results, to be abided for by the Recipient to ensure the successful implementation of Part 1 of the Project.”

All other terms and conditions of the Agreement that have not been amended hereby shall remain unchanged and in full force and effect.

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, this amendment shall become effective as of the date of countersignature of this letter.

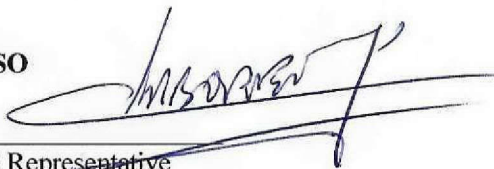
Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION



Boutheina Guerhazi
Director of Regional Integration
Africa, Middle East and North Africa

**AGREED:
BURKINA FASO**

By: 
Authorized Representative

Name: Lassané KABORE

Title: Ministre de l'Economie, des Finances et du Développement

Date: 17/11/2021