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The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT INTERNATIONAL DEVELOPMENT ASSOCIATION

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July 2nd , 2019

H.E. Roger OWONO MBA Minister of Economy, Finance and National Solidarities Boulevard Triomphal B.P. 747 Libreville Gabonese Republic

Ref: Gabonese Republic: Infrastructure and Local Development Project II (Loan No. 8564-GA)

Amendment to the Loan Agreement

Excellency:

We refer to the Loan Agreement dated January 14, 2016 ("Agreement") for the above-referenced Project, between the Gabonese Republic ("Borrower") and the International Bank for Reconstruction and Development ("Bank"). Please note that the capitalized terms used in this letter ("Amendment Letter") and not defined herein have the meanings ascribed to them in the Agreement.

In reference to your letters dated April 5 and June 4, 2019, requesting changes to the Agreement, we are pleased to inform you that the Bank agrees to your request and hereby proposes to amend the Agreement as follows:

1. Part A of Schedule I is amended to read as follows:

"Part A. Improving Urban Infrastructure to Increase Access to Services

Carrying out investment activities to improve connectivity and access to primary infrastructure in the selected Target Cities of Koulamoutou, Libreville, Makokou, Mouila, Oyem, Port-Gentil and Tchibanga, through *inter alia*: (a) upgrading of selected urban roads; (b) financing of further urban priorities determined on the basis of the City Development Plan for each Target City, including drainage, water and sewerage and other municipal infrastructure activities; and (c) road rehabilitation works in the cities of Oyem

Constructing and/or rehabilitating basic service investments and infrastructure as determined on the basis of the Neighborhood Development Plan for each selected neighborhood within the selected Target Cities of Koulamoutou, Libreville, Makokou,

Mouila, Oyem, Port-Gentil and Tchibanga, including *inter alia*: (a) access roads; (b) water and sanitation works; (c) secondary drainage systems; (d) health centers and schools; and (e) local markets."

- 2. Part B of Schedule I is amended as follows:
 - 1. Providing technical assistance to Target Cities for, *inter alia*: (a) elaboration of City Development Plans, to determine investment priorities and needs in Target Cities; (b) elaboration of Neighborhood Development Plans, to determine investment priorities in selected neighborhoods; (c) elaboration of Urban Master Plans, to guide long term urban development objectives in Target Cities; (d) enhancement of revenue collection and financial management through the improvement of systems for tax collection; (e) establishment of municipal technical services, including municipal asset management system; (f) supporting municipal organization; (g) preparation of an e-governance strategy; and (h) handling specific demands from municipalities, including asset management, financial management and urban planning.
 - 2. Carrying out a program of activities to build the capacity of the government and decentralized ministerial departments through, *inter alia*: (a) Training, technical assistance and provision of equipment and goods for assistance in municipal management; (b) elaboration and operationalization of rules and procedures governing decentralization and local government finance and conducting public consultations; (c) organization of Training and workshops on said rules and procedures; (d) preparation of a financial management manual for local governments; (e) carrying out of feasibility studies on transfer mechanism to local governments; (f) assistance in development of a national urban sector strategy; and (g) development of a national solid waste management strategy.
 - 3. Strengthening the Borrower's SMEs sector through, *inter alia*: (a) carrying out a study on the SME sector dynamics and financing environment; and (b) provision of a Training to SMEs in technical areas such as bid preparation, general company finances, labor-intensive construction techniques, environmental and social safeguard management, and social awareness and responsibilities.
 - 4. Strengthening civil society through, inter alia: (a) recruitment of community facilitators to support local communities' involvement in the urban sector development process; (b) Training in urban development issues, management of neighborhood infrastructure and equipment; and (c) support for the establishment of collaboration mechanisms between community-based organizations and Target Cities.
 - 5. Strengthening urban resilience in Target Cities through, *inter alia* (a) local natural disaster risk assessments, (b) studies to generate updated urban data, and (c) Training."
- 3. The table in section IV.A.2 of Schedule 2 is amended as set out in the Annex to this Amendment Letter.

Please confirm your agreement with the foregoing amendment by signing and dating this Amendment Letter in the spaces provided below. Henceforward, all other provisions of the Agreement, except as amended through this Amendment Letter shall remain in full force and effect. This Amendment Letter shall be executed in two counterparts each of which shall be an original.

Upon confirmation, please return one fully executed original to us. The provisions set forth in this Amendment Letter shall be effective as of the date of the Agreement.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Abdoulage Seck

Country Director for Gabon
Africa Region

AGREED:

GABONESE REPUBLIC

By:

Name: <u>OWONO MBA Reges LE Minister</u>

Title: <u>Minister of Economy</u>, Finance and National Solidarities

Date: <u>July 10</u>, 2019

Annex

Annex

Category	Amount of the Financing Allocated (expressed in EUR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consultants' services, Training and Operating Costs for the Project.	29,840,750	100%
(2) Works under Part (A) of the Project	60,144,000	100%
(3) Refund of the Preparation Advance	688,000	Amount payable pursuant to Section 2.07(a) of the General Conditions
(4) Front-End Fee	227,250	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(5) Interest Rate Cap or Interest Rate Collar premium		Amount due pursuant to Section 2.08(c) of this Agreement
TOTAL AMOUNT	90,900,000	