

UN-8444-PH
TF017646

REPUBLIC OF THE PHILIPPINES

OCTOBER 14, 2014

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Re: Loan No. 3444-PH/Clean Technology Fund Loan No. TF017646
(Cebu Bus Rapid Transit Project)
Article VI of the General Conditions
Financial and Economic Data

Dear Sirs and Mesdames:

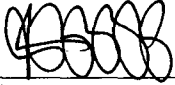
In connection with: (a) the Loan Agreement (IBRD Loan Agreement) of this date between Republic of the Philippines (Member Country) and International Bank for Reconstruction and Development (Bank), and (b) the Clean Technology Fund Loan Agreement (CTF Loan Agreement) between the Member Country and the Bank, acting as an implementing entity of the Clean Technology Fund under the Strategic Climate Fund, in each case providing loans (Loan) for the above-captioned Project; the General Conditions (General Conditions) made applicable to the IBRD Loan Agreement; and the Standard Conditions made applicable to the CTF Loan Agreement, I am writing on behalf of the Member Country to set forth the following:

1. We understand and agree that, for purposes of Section 6.01 of the General Conditions and Section 5.01 of the Standard Conditions, the Member Country is required by the Bank to report "long-term external debt" (as defined in the World Bank's Debtor Reporting System Manual, dated January 2000 (DRSM)), in accordance with the DRSM, and in particular, to notify the Bank of new "loan commitments" (as defined in the DRSM) not later than 30 days after the end of the quarter during which the debt is incurred, and to notify the Bank of "transactions under loans" (as defined in the DRSM) once a year, not later than March 31 of the year following the year covered by the report.
2. We represent that no Liens (as defined in the General Conditions and the Standard Conditions), other than those excluded pursuant to paragraph (c) of Section 6.02 of the General Conditions and paragraph (c) of Section 5.02 of the Standard Conditions, respectively, exist on any Public Assets (as defined in the General Conditions), as security for any External Debt (as defined in the General Conditions and the Standard Conditions). No defaults exist in respect of any external public debt (as defined in the DRSM). It is our understanding that, in making the Loan, the Bank may rely on the representations set forth or referred to in this letter.

3. Please confirm your agreement to the foregoing by having a duly authorized representative of the Bank sign in the space provided below.

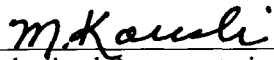
Very truly yours,

REPUBLIC OF THE PHILIPPINES

By  _____
Authorized Representative

AGREED:

WORLD BANK

By  _____
Authorized Representative