H.E. Dr. Naglaa El-Ahwani  
Minister of International Cooperation  
Ministry of International Cooperation  
Cairo, Arab Republic of Egypt

Re: Egypt: Integrated Irrigation Improvement and Management Project (Loan No.7291-EG)  
Amendment to the Loan Agreement

Excellency:

1. We refer to the amendment letter dated March 31, 2014 (the “Amendment”) for the subject Loan Agreement dated May 12, 2005 between the Arab Republic of Egypt (the “Borrower”) and the International Bank for Reconstruction and Development (the “Bank”) for the above-mentioned Project, as amended (the “Loan Agreement”).

2. We also refer to the recent discussion between the respective representatives of the Borrower and the Bank relating to the scope of category (6) (“Services”) introduced by the Amendment in the table under paragraph 1 of Schedule 1 to the Loan Agreement. In order to clarify the scope, it seems desirable to specify the items to be financed by said category. Accordingly, the term “Services” in Category (6) is replaced by the following: “Consultant services, training and workshops, and operating costs”.

3. In addition, the following paragraph is added at the end of the table to read as follows:

For the purposes of this Section, the term: (a) “training and workshops” means reasonable expenditures incurred by the Borrower for the carrying out of in-country training and workshop, including expenditures for facilities rental, materials, printing and photocopying, supplies, course fees, and travel and subsistence of trainees; and (b) “operating costs” means the reasonable costs for the incremental expenses incurred on account of Project implementation, consisting of vehicle operation and maintenance, communication, insurance, banking charges, rental expenses, utilities, consumables, travel cost and per diem for Project staff, and salaries of contractual staff for the Project, but excluding salaries, fees, honoraria, and bonuses of members of the Borrower’s civil service.
4. The table under paragraph 1 of Schedule 1 to the Loan Agreement revised pursuant to this and previous amendment letters shall read in its entirety as set out in the attachment hereto.

Except as specifically amended by this amendment letter, all provisions of the Loan Agreement otherwise remain in full force and effect.

Please confirm your agreement to the foregoing by signing the form of confirmation set forth below, and returning one (1) fully executed original of this amendment letter to us and retaining one (1) original of the letter for your records. This amendment letter shall become effective as of the date of countersignature.

Yours sincerely,
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

[Signature]
Authorized Representative

AGREE:
ARAB REPUBLIC OF EGYPT

By [Signature]
Authorized Representative

Name: Naglaa El Ehwamy
Title: Minister of International Cooperation
Date: 7/7/2014
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works</td>
<td>108,800,000</td>
<td>90%</td>
</tr>
<tr>
<td>(2) Goods</td>
<td>9,600,000</td>
<td>100% of foreign expenditures, 100% of local expenditures (ex-factory costs) and 90% of local expenditures for goods related to electrical works procured locally and 70% local expenditures for other items procured locally</td>
</tr>
<tr>
<td>(3) Front-end Fee</td>
<td>600,000</td>
<td>Amount due under Section 2.04 of this Agreement</td>
</tr>
<tr>
<td>(4) Premia for Interest Rate Caps and Interest Rate Collars</td>
<td>0</td>
<td>Amount due under Section 2.9(c) of this Agreement</td>
</tr>
<tr>
<td>(5) Unallocated</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>(6) Consultant services, training and workshops, and operating costs</td>
<td>1,000,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>120,000,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

For the purposes of this Section, the term: (a) “training and workshops” means reasonable expenditures incurred by the Borrower for the carrying out of in-country training and workshop, including expenditures for facilities rental, materials, printing and photocopying, supplies, course fees, and travel and subsistence of trainees; and (b) “operating costs” means the reasonable costs for the incremental expenses incurred on account of Project implementation, consisting of vehicle operation and maintenance, communication, insurance, banking charges, rental expenses, utilities, consumables, travel cost and per diem for Project staff, and salaries of contractual staff for the Project, but excluding salaries, fees, honoraria, and bonuses of members of the Borrower’s civil service.