H.E. U Kyaw Win  
Union Minister  
Ministry of Planning and Finance  
Republic of the Union of Myanmar

Your Excellency,

Myanmar: National Electrification Project  
Amendments to the Financing Agreement (Cr. 5727-MM)

I refer to: (i) the Financing Agreement dated November 3, 2015, between the Republic of the Union of Myanmar and the International Development Association (IDA) for the above-referenced Project; (ii) your letters dated March 23, 2017 and May 8, 2017, requesting a reallocation of Credit proceeds in connection with the activation of the IDA Immediate Response Mechanism (IRM) to support the country’s recovery following the 2015 floods and landslides, and (iii) the World Bank Management Letter (Ref: WB/ 097 – May – 2017) dated June 26, 2017 regarding changes in the Project scope and design.

Accordingly, IDA hereby proposes to amend the Financing Agreement as follows:

1. The Project development objective specified in Schedule 1 to the Financing Agreement shall be amended to read as follows:
   
   “The objective of the Project is to help increase access to electricity in Myanmar, and to provide immediate and effective response in case of an Eligible Crisis or Emergency.”

2. The description of Component 1 in Schedule 1 to the Financing Agreement is amended by modifying the words “provisions of goods for” to read “provision of goods and works for”.

3. The disbursement table set out in Section IV.A.2 of Schedule 2 to the Financing Agreement shall be amended to read as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods and works for Component 1, and goods, non-consulting services, consultants’ services, Training and Operating Costs for sub-component 3(a) of the Project</td>
<td>212,269,222</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services,</td>
<td>64,580,000</td>
<td>100% of Final Payments</td>
</tr>
</tbody>
</table>

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consultants' services, Training and Operating Costs for Component 2 and sub-component 3(b) of the Project, including goods, works, non-consulting services, consultants' services, Training and Operating Costs financed through Sub-Financings if any

(3) Emergency Expenditures for Component 4 of the Project

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of amount disbursed for Sub-Financings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% for Component 3(b)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Emergency Expenditures for Component 4 of the Project</td>
<td>10,050,778</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>286,900,000</td>
<td></td>
</tr>
</tbody>
</table>

4. The term "MLFRD," wherever used in the Financing Agreement, shall be amended to read "MOALI", and the definition of the term "MLFRD" in paragraph 29 of the Appendix to the Financing Agreement shall be amended to read as follows:

"29. "MOALI" means the Recipient's Ministry of Agriculture, Livestock and Irrigation, or any successor thereto."

5. The term "MOEP," wherever used in the Financing Agreement, shall be amended to read "MOEE", and the definition of the term "MOEP" in paragraph 30 of the Appendix to the Financing Agreement shall be amended to read as follows:

"30. "MOEE" means the Recipient's Ministry of Electricity and Energy, or any successor thereto."

The withdrawal condition specified in Section IV.B.1 of Schedule 2 to the Financing Agreement for the Emergency Expenditures Category (3) is hereby lifted in respect of the amount reallocated to such Category in accordance with this notice. The funds reallocated in accordance with this notice shall be used exclusively for Emergency Expenditures under the Emergency Response Part of the Project, in accordance with the provisions of the Financing Agreement, including the IDA IRM Operations Manual dated September 2015 and the Contingent Emergency Response Implementation Plan, dated May 8, 2017.

All other provisions of the Financing Agreement shall remain unchanged and in full force and effect.

Please confirm your agreement with the amendment set out above by countersigning, dating and returning to us the enclosed copy of this letter. Upon receipt by IDA of the countersigned copy of this letter, the amendment shall become effective as of the date of countersignature.
H.E. U Win Khaing

Sincerely,

Ellen A. Goldstein
Director for Myanmar, Cambodia and Lao PDR
East Asia and Pacific Region
The World Bank

AGREED:
REPUBLIC OF THE UNION OF MYANMAR

By: [signature]
Authorized Representative
Name: [name]
Title: [title]
Date: [date]

Cc:
- H.E. U Win Khaing, Union Minister, Ministry of Electricity and Energy
- H.E. Dr. Aung Thu, Union Minister, Ministry of Agriculture, Livestock and Irrigation
- U Maung Maung Win, Deputy Minister, Ministry of Planning and Finance
- H.E. Dr. Tun Naing, Deputy Minister, Ministry of Electricity and Energy
- H.E. U Set Aung, Deputy Minister, Ministry of Planning and Finance
- U Htein Lwin, Permanent Secretary, Ministry of Electricity and Energy
- U Kyi Moe Naing, Chairman, Electricity and Energy Development Committee
- Daw Mi Mi Khaing, Director General, Department of Electric Power, MOEE
- U Khant Zaw, Director General, Department of Rural Development, MOALI
- U Myint Oo, Deputy Director General, Department of Rural Development, MOALI
- U Tin Maung Oo, Managing Director, Electricity Supply Enterprise, MOEE
- U Thura Aung Bo, Deputy Chief Engineer, Electricity Supply Enterprise, MOEE
- U Maung Win, Deputy Project Director, National Electrification Project Management Office, Department of Rural Development, MOALI
- Dr. Soe Soe Ohn, Director and NEP Project Manager, Department of Rural Development, MOALI
- U Kyaw Swar Aung, Director, DRD, MOALI
- Mr. Andin Hadiyanto, Executive Director for Myanmar, World Bank Group