Dear Dr. Khairy:

Re: Nile Basin Trust Fund Grant Agreement for the Institutional Strengthening Project (TF093015)
First Amendment to Grant Agreement


2. Pursuant to your letter dated August 19, 2011, requesting us to: (i) reallocate the proceeds of the Grant, and (ii) extend the Closing Date of the Grant, I am pleased to inform you that the World Bank concurs with your request. Accordingly:

A. Paragraph 1 and sub-paragraph (a) of Part A of Schedule 1 to the Agreement are amended to read as follows:

"1. Corporate Management, Governance and Capacity to Facilitate Cooperation. Carrying out through Nile-SEC of a program to further develop NBI’s institutional capabilities and overall institutional direction, such program to include measures to:

(a) Corporate Management Capabilities: Strengthen Nile-SEC’s strategic planning, resource mobilization and Secretariat functions and results based reporting, and develop corporate policies on cross-cutting issues, such as gender;"
B. Paragraph 1 and sub-paragraph (a) of Part B of Schedule 1 are amended to read as follows:

"1. Corporate management, governance and Capacity to Facilitate Cooperation. Carrying out through ENTRO of a program to further develop NBI's institutional capabilities and overall institutional direction, such program to include measures to:

(a) Corporate management capabilities: Strengthen ENTRO's strategic planning resource mobilization and Secretariat functions, and results based reporting, and development of corporate policies on cross-cutting issues, such as gender;"

C. Paragraph 1 and sub-pragraph (a) of Part C of Schedule 1 are amended to read as follows:

"1. Corporate management, governance and Capacity to Facilitate Cooperation. Carrying out through NELSAP-CU of a program to further develop NBI's institutional capabilities and overall institutional direction, such program to include measures to:

(a) Corporate management capabilities: Strengthen NELSAP-CU's strategic planning resource mobilization and Secretariat functions and results based reporting, and development of corporate policies on cross-cutting issues, such as gender."

D. The World Bank has established December 31, 2012 as the later date for purposes of Section IV B. 2. of Schedule 2 to the Agreement.

E. The World Bank hereby reallocates the proceeds of the Grant allocated in the table in Section IV A. 2. of the Grant Agreement, as set out in the attachment to this letter.

3. All other terms of the Agreement, as amended hereby, shall remain in full force and effect.
4. Please confirm your agreement with the foregoing amendment by signing and dating this letter in the spaces provided below. 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.

Sincerely,

[Signature]

Elizabeth Lule
Acting Director for Regional Integration
Africa Region

CONFIRMED

NILE BASIN INITIATIVE

Name: Wael M. Khairiy

Title: Executive Director, Nile Sec., NBE

Date: 31/3/2012

[Signature]

Wael Khairiy

Attachment
Attachment

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in United States Dollars)</th>
<th>Percentage of Expenditures to be Financed (Inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Consultants’ services (including audits), Goods, Workshops, Training and Works for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Part A of the Project</td>
<td>10,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>(b) Part B of the Project</td>
<td>4,620,000</td>
<td>100%</td>
</tr>
<tr>
<td>(c) Part C of the Project</td>
<td>5,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Operating Costs for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Part A of the Project</td>
<td>1,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>(b) Part B of the Project</td>
<td>900,000</td>
<td>100%</td>
</tr>
<tr>
<td>(c) Part C of the Project</td>
<td>1,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Unallocated</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>24,020,000</td>
<td></td>
</tr>
</tbody>
</table>

Signed by: [Signature]

Dr. Khairy