Re: Mali: Energy Support Project  
(IDA Credit No. 4617-ML)  
Amendment to the Financing Agreement

Excellency,

We refer to the Financing Agreement (the Financing Agreement) between the Republic of Mali (the Recipient) and the International Development Association (the Association) dated June 26, 2009 with respect to the above-captioned Project. Please note that capitalized terms used in this letter (Amendment Letter) and not defined herein have the meaning ascribed to them in the Financing Agreement.

We also refer to the conclusions of the Project review carried out jointly between the Recipient and the Association on January 23, 2013 through February 2, 2013 and the subsequent letter by the Recipient to the Association dated, April 3, 2013 requesting a restructuring of the Project. We are pleased to inform you that the Association proposes, through this Amendment Letter, to amend the Financing Agreement as follows:

(1) Section 2.01 of the Financing Agreement is amended to read as follows:

"The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to sixty three million nine hundred thousand Special Drawing Rights (SDR 63,900,000) (variously, "Credit" and “Financing”) to assist in financing the project described in Schedule 1 to this Agreement ("Project")."

(2) Section 3.01 of the Financing Agreement is amended to read as follows:

"The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Parts B and C of the Project through the MEW and cause Part A of the Project to be carried out by the Project Implementing Entity; all in accordance with the Provisions of Article IV of the General Conditions and, with respect to Part A of the Project, the Project Agreement."
(3) Part A2 of Schedule 1 to the Financing Agreement is amended and Part A5 of Schedule 1 to the Financing Agreement is deleted in its entirety such that said Part A shall read as follows:

"Carrying out of annual work programs of works, and provision of goods required for the purpose, to:

1. upgrade the electricity transmission line between Segou and Bamako;

2. reinforce transmission and distribution in the peripheral areas of Bamako by (a) upgrading the capacity of an existing 150 KV transmission line, and (b) expanding and upgrading the 30 KV distribution network and associated facilities in said area;

3. upgrade and reinforce low and medium voltage distribution networks in Bamako; and

4. upgrade and reinforce medium and low voltage distribution networks in areas of, among other, Kati, Segou, Kayes, Mopti, Sikasso and Koutiala.

(4) Part B1(b) of the Financing Agreement is amended to read as follows:

"a street lighting program to install public solar lamps in key urban and rural areas."

(5) Section IV.A.2 of Schedule 2 to the Financing Agreement is amended to read as follows:

"The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works consultants’ services, including Training, and Operating Costs for Parts A and C.1 of the Project</td>
<td>55,500,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, consultants’ services, including Training, and Operating Costs for Parts B and C.2 and C.3 of the Project</td>
<td>8,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>63,900,000</td>
<td></td>
</tr>
</tbody>
</table>
Section IV.B.2 of Schedule 2 to the Financing Agreement is amended to read as follows:

"The Closing Date is December 31, 2015."

Please confirm your agreement with the foregoing amendment by signing and dating this Amendment Letter in the spaces provided below. All other provisions of the Financing Agreement, except as amended herein, shall remain in full force and effect.

This Amendment Letter shall be executed in two counterparts each of which shall be an original and shall become effective upon receipt by the Association of one countersigned original of this Amendment Letter.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]

Ousmane Diagana
Country Director for Mali
Africa Region

AGREED:

REPUBLIC OF MALI

[Signature]

Authorized Representative

Name: H. E. Fily Sissoko Bouare
Title: Minister of Economy and Finance
Date: October 8, 2013