March 13, 2012

H. E. the Minister of Economy and Finance
Ministry of Economy and Finance
Abidjan
Côte d’Ivoire

Re: Côte d’Ivoire: Urgent Electricity Rehabilitation Project (Grant No. H483-CI)
Amendment to Financing and Project Agreements

Excellency:


We also refer to your letter (your reference: 0569 MEF/CAB-01/27), dated January 24, 2012 ("Your Letter"), a) informing us of the impending dissolution of both the Project Implementing Entity (SOGEPE) and SOPIE, and the creation of a third entity (CI-ENERGIES) with a combined mandate to succeed both SOGEPE and SOPIE, and b) proposing interim arrangements to ensure smooth implementation of the project during the transitional period.

We are pleased to inform you that the Association takes note of the ongoing changes in the legal status of the principal entities involved in the implementation of the Project, endorses your proposed interim arrangements and accordingly, proposes to amend the Financing Agreement and Project Agreement as follows:

1. References to Project Implementing Entity, SOGEPE or SOPIE in the Financing Agreement or Project Agreement shall be deemed to be references to the corresponding entities now in liquidation, but with interim arrangements and fiduciary safeguards added as set forth in Your Letter.

2. Except as otherwise agreed from time to time, references to the staff of the Project Implementing Entity shall be construed as references to the existing staff of the Project Implementing Entity as of the date of this amendment letter, but with the same qualifications and added features as in the preceding sub-paragraph.
3. These amendments to the Financing Agreement and Project Agreement shall terminate upon signature and effectiveness of amended and restated Financing Agreement and Project Agreement for the Project, with CI- ENERGIES added as party to the amended and restated Project Agreement.

4. Pending signature and effectiveness of the amended and restated Financing Agreement and Project Agreement, further disbursements under the Grant shall be made exclusively: a) through direct payments to third party contractors, suppliers or service providers, and b) to finance contracts awarded prior to the date of this amendment letter.

5. Except as provided in this amendment letter or otherwise agreed from time to time, all other provisions of the Financing Agreement and Project Agreement shall remain valid, and in full force and effect.

Please confirm your agreement with the foregoing, on behalf of the Recipient, by signing, dating, and returning to us the enclosed copy of this letter. Upon receipt by the Association of the copy of this letter countersigned by you, these amendments will be deemed effective as of the date of countersignature.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]

Madam M. Tall
Country Director for Côte d'Ivoire
Africa Region

AGREED:

REPUBLIC OF CÔTE D'IVOIRE

By:
Authorized Representative

Date: 14 April 2012