Dr. Teferra Beyene  
Executive Director  
Nile Basin Initiative  
P.O. Box 192  
Entebbe, Uganda


Grant No. TF013766  
Nile Basin Trust Fund  
Nile Cooperation for Results Project  
Amendment to the Grant Agreement

Dear Sir:

We refer to the Grant Agreement ("the Agreement") dated December 26, 2012 between the International Bank for Reconstruction and Development and the International Development Association ("World Bank"), acting as administrator of the Nile Basin Trust Fund ("Trust Fund"), and the Nile Basin Initiative ("Recipient"). We also refer to the understanding reached with the Recipient to: (i) increase the Grant amount to reflect the availability of additional funds in the amount of $5,000,000, bringing the total amount of the Grant to $18,800,000; and (ii) expand the activities under the Project. Defined terms used herein but not defined herein are as defined in the Agreement. Therefore:

A. Grant Amount

1. Section 3.01 of the Agreement is amended to read as follows:

   "3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to eighteen million eight hundred thousand United States Dollars ($18,800,000) ("Grant") to assist in financing the Project."


2. The table in Section IV. A. 2. of Schedule 2 to the Agreement is amended to read as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants’ services, Training, and Operating Costs under Part 1 of the Project</td>
<td>$6,613,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants’ services, Training, and Operating Costs under Part 2 of the Project</td>
<td>$6,144,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, non-consulting services, consultants’ services, Training, and Operating Costs under Part 3 of the Project</td>
<td>$6,043,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>18,800,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Activities

Part 2 (b) of paragraph 1 of Schedule 1 to the Agreement is amended to read as follows:

“(b) Carrying out: (i) pre-feasibility, feasibility and design studies related to cooperative water-resources development and power investments in the NEL region; (ii) related environmental and social assessments; and (iii) other planning studies”.

C. Retroactive Financing

Section IV. B. 1. of Schedule 2 to the Agreement is amended to read as follows:

“Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement. With respect to the additional funds in the amount of US$5,000,000, withdrawals up to an aggregate amount not to exceed US$1,000,000 may be made for payments made on or after November 1, 2013 for Eligible Expenditures, with up to US$382,600 withdrawable for Category (1), up to US$308,800 withdrawable for Category (2) and up to US$308,600 withdrawable for Category (3). For clarity, funds provided under the original Grant of US$13,800,000 may continue to be disbursed and used in accordance with the original terms.”
All other provisions of the Agreement, as amended hereby, shall remain in full force and effect.

Please confirm your agreement with the foregoing by signing, dating and returning to us the enclosed copy of this letter. Upon receipt by the World Bank of the copy of this Amendment countersigned by you, this Amendment will become effective as of the date of the countersignature.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION,
acting as Administrator of the Nile Basin Trust Fund

Colin Bruce
Director, Regional Integration
Africa Region

AGREED

NILE BASIN INITIATIVE

By: TEFERRA BEYENE
   Date: 04/07/2014
   Name: TEFERRA BEYENE
   Title: EXECUTIVE DIRECTOR