Mr. Eugenio Laris Analis  
Director de Proyectos de Inversión Financiada  
Comisión Federal de Electricidad  
Av. Paseo de la Reforma No. 164 Piso 14  
Col. Juárez  
06600 México, D. F.  

Re: UNITED MEXICAN STATES: Large-Scale Renewable Energy Development Project (GEF Grant No. TF056781)  
Amendment to the Project Agreement

Dear Mr. Laris Analis:

We refer to the Project Agreement for the above-captioned Project between the Comisión Federal de Electricidad (the “Project Implementing Entity”) and the International Bank for Reconstruction and Development (the “World Bank”), acting as an Implementing Agency of the Global Environment Facility (the “GEF”), dated October 5, 2006 (the “Grant Agreement”). Please note that capitalized terms used in this letter (the “Amendment Letter”) and not defined herein have the meaning ascribed to them in the Grant Agreement related to this Project.

Pursuant to our discussions on the subject, and in response to a request to amend the Grant Agreement as evidenced by the letter dated March 22, 2012, we are pleased to inform you that the World Bank hereby agrees to amend the Project Agreement as follows:

1. All references to “Subsidiary Agreement” throughout the Project Agreement are hereby replaced by “Contrato de Apoyo Financiero No Reembolsable” as appropriate.

2. Section 1.7 of the Schedule to the Project Agreement is hereby added to read in its entirety as follows:

“7. The Project Implementing Entity shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.”

3. Section II.A.1.(a) of the Schedule to the Project Agreement is hereby amended to read in its entirety as follows:

“1. (a) The Project Implementing Entity shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports for its Respective Part of the Project in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators agreed with the World Bank as set forth in Section II.A.(d) of Schedule 2 of the Grant Agreement. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient, through SENER, not later than two weeks after the end of the period covered by such report for incorporation and forwarding by the Recipient, through SENER, to NAFIN and for incorporation and forwarding by NAFIN to...
the World Bank as part of the overall Project Report referred to in Section II.A.1 of Schedule 2 to the Grant Agreement.”

4. Section II.A.2 of the Schedule to the Project Agreement is hereby amended to read in its entirety as follows:

“2. The Project Implementing Entity shall provide to the Recipient, through SENER, not later than two weeks following the end of the reporting period, for incorporation in the reports referred to in Section II.A.1 of Schedule 2 to the Grant Agreement and Section 2.06 (d) of the Standard Conditions all such information as the Recipient, NAFIN or the World Bank shall reasonably request for the purposes of such Sections.”

Please confirm your agreement with the foregoing amendment by signing, dating and returning to us this Amendment Letter. Thereafter, all the provisions of the Project Agreement, except as amended through this Amendment Letter, shall remain in full force and effect. This Amendment Letter shall be executed in two counterparts each of which shall be an original.

The provisions set forth in this Amendment Letter shall become effective as of the date of the countersignature upon compliance by of the following conditions: (i) one fully executed original of this Amendment Letter has been delivered to the World Bank; and (ii) the amendment to the Grant Agreement dated June 12, 2013, related to this Project has become effective.

Please note that the approved Restructuring Paper dated June 11, 2013 will be disclosed on the Bank’s external website.

Sincerely,

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By Gloria M. Grandolini
Director
Colombia and México
Latin American and the Caribbean Region

AGREED:

COMISION FEDERAL DE ELECTRICIDAD

By Authorized Representative

Title: Director de Proyectos de Inversión Financiada

Date: Junio 18, 2013