Re: Egypt: CTF Loan Agreement for the Wind Power Development Project (TF096930-EG)  
Amendment to the CTF Loan Agreement

H.E. Naglaa El-Ehwani  
Minister of International Cooperation  
Ministry of International Cooperation  
Cairo, Arab Republic of Egypt

Excellency:

We refer to the CTF Loan Agreement (“the Agreement”), dated November 4, 2010, between the Arab Republic of Egypt (“Borrower”) and the International Bank for Reconstruction and Development (“World Bank”), (acting not in its individual capacity but solely in its capacity) as implementing entity of the Clean Technology Fund (“CTF”), for the Wind Power Development Project (“the Project”). We also refer to the letter dated January 19, 2014, from the Ministry of International Cooperation (MoIC), requesting an amendment to the Agreement.

We are pleased to inform you that the Bank concurs with your request, and consequently the Agreement is amended as set forth below:

1. The objective of the Project set out in Schedule 1 to the Agreement is amended in its entirety to read as follows:

“The objective of the Project is to develop business models and required transmission facilities for scaling-up wind power in Egypt, and increase transmission capacity in targeted areas.”

2. Two new sub-components are added to Part A (Transmission Infrastructure) of the Project in Schedule 1 to the Agreement to read as follows:

“5. Extension and reinforcement of the national 220 kV network along the Suez Gulf Coastal area.

6. Upgrading and rehabilitation of 232km of five existing and old 220 kV OHTLs with high temperature INVAR thermal conductors.”

3. The table in Section IV.A.3 of Schedule 2 to the Agreement is amended in its entirety to read as follows:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods and works under Parts A.1 and A.5 of the Project</td>
<td>148,250,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Technical support and studies under Part B.1 and B.2 of the Project</td>
<td>1,500,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>149,750,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

4. The Closing Date in Section IV.B.2 of Schedule 2 to the Agreement is amended to read as December 31, 2017.

5. Paragraph 10 of the Appendix to the Agreement is amended in its entirety to read as follows:

   “10. “Environmental and Social Management Plan” or “ESMP” means the Borrower’s environmental and social management plan for the Project prepared in accordance with the ESIA and provided to the Bank on March 28, 2010, as such framework has been updated and provided to the Bank on June 10, 2014, and as it may be further updated from time to time by agreement between the Borrower and the Bank, setting forth the mitigating, monitoring and institutional measures to be taken during the implementation and operation of the Project to offset or reduce adverse environmental impacts to levels acceptable to the Bank.”

6. Paragraph 11 of the Appendix to the Agreement is amended in its entirety to read as follows:

   “11. “ESIA” means the Borrower’s environmental and social impact assessment for the Project provided to the Bank on March 28, 2010, as such assessment has been updated and provided to the Bank on June 10, 2014, and as it may be further updated from time to time by agreement between the Borrower and the Bank, setting forth the matters to be addressed in the ESMP regarding mitigating, monitoring and institutional measures to be taken during the implementation and operation of the Project to offset or reduce adverse environmental impacts to levels acceptable to the Bank.”

7. Paragraph 14 of the Appendix to the Agreement is amended in its entirety to read as follows:

   “14. “Resettlement Policy Framework” or “RPF” means the Borrower’s resettlement policy framework for the Project provided to the Bank on March 28, 2010, as such framework has been updated and provided to the Bank on June 10, 2014, and as it may be further updated from time to time by agreement between the Borrower and
the Bank, setting forth the rules, procedures and guidelines for the acquisition of land and/or other assets from persons affected by the Project (if any), and/or the resettlement and rehabilitation of such persons (if any), and the compensation thereof.

Except as specifically amended by this amendment letter, all other provisions of the Agreement remain in full force and effect.

Please confirm your agreement to the foregoing by signing the form of confirmation set forth below and returning one fully executed original of this amendment letter to us and retaining one original for your records. This amendment letter shall become effective as of the date of countersignature.

Yours sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
Acting as an implementing entity of the Clean Technology Fund

Hartwig Schafer
Director
Egypt, Yemen and Djibouti Country Department
Middle East and North Africa Region

AGREED:
ARAB REPUBLIC OF EGYPT

By Naglaa El Ehwany
Authorized Representative

Name: Naglaa El Ehwany
Title: Minister of International Cooperation
Date: 31/10/2014