Second Amendment

dated June 25, 2018

to
Indemnity Agreement
(Partial risk Guarantee for the Private Power Generation (Bujagali) Project)

between

REPUBLIC OF UGANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
SECOND AMENDMENT TO INDEMNITY AGREEMENT

SECONd AMENDMENT ("Amendment Agreement") dated June 25, 2018 to the Indemnity Agreement (as defined below) between the REPUBLIC OF UGANDA ("Uganda") and INTERNATIONAL DEVELOPMENT ASSOCIATION (the "Association").

(A) WHEREAS Uganda and the Association entered into an Indemnity Agreement, dated July 18, 2007 (as amended on January 24, 2018, the "Indemnity Agreement"), pursuant to which Uganda undertook certain obligations to the Association in consideration of the Association entering into the IDA Guarantee Agreement;

(B) WHEREAS Uganda and the Association wish to amend the Indemnity Agreement as provided herein;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Definitions

Section 1.01. Terms in initial capital letters in this Amendment Agreement are used as defined herein, and if not defined herein, as defined in the Indemnity Agreement.

ARTICLE II

Amendments

Section 2.01. With effect from the Refinancing Time (as defined in the common terms agreement dated on or about the date of this Amendment Agreement and made between, among others, the Company, the Agent, Absa Bank Limited (acting through its Corporate and Investment Banking division) as the intercreditor agent and the security agent and the lenders defined therein) (the "Refinancing Time"), the Indemnity Agreement is amended as follows.

(a) Recital A is amended by deleting the words "(the "IDA Guaranteed Facility Agreement")" and replacing them with "(as amended, the "IDA Guaranteed Facility Agreement")".

(b) Recital C is amended by deleting the words "(the "IDA Guarantee Agreement")" and replacing them with "(as amended, the "IDA Guarantee Agreement")".

(c) Section 1.02(b) is amended by inserting the words ""Sub-Lease Agreement," "220kV Expansion Letter," "Transfer Agreement," "Tripartite Agreement," "" between the reference to ""Power Station EPC Contracts," "" and the reference to ""UETC Action or Inaction," "."
(d) The definition of “GOU Direct Agreement” in Section 1.02(c)(vi) is amended by deleting the words, “dated on or about the date hereof” and replacing them with, “dated June 22, 2018”.

(e) The definition of “Guaranteed Obligation” in Section 1.02(c)(viii) is amended: (i) by inserting the words, “but excluding any breach by GOU of the Liquidity Facility Agreement)” between the reference to “(h)” and the reference to “of” in paragraph (a); and (ii) by deleting the reference to “but excluding any breach by UETC of the Liquidity Facility Agreement)” in paragraph (b).

(f) The definition of “IDA Project Agreement” in Section 1.02(c)(x) is amended by inserting the words “(as amended)” between the reference to “Company” and the semicolon.

(g) The definition of “Relevant Project Agreements” in Section 1.02(c)(xviii) is deleted and replacing it with the following:

“(xviii) "Relevant Project Agreements" means the Government Guarantee, the Implementation Agreement, the PPA, the UETC Line EPC Contract, the Power Station EPC Contracts, the Liquidity Facility Agreement, the GOU Direct Agreement, the UETCL Direct Agreement, the Land Licence, the Lease Agreement, the Sub-Lease Agreement, the Transfer Agreement, the 220kV Expansion Letter, the Tripartite Agreement, the Operation and Maintenance Agreements, and any other agreements as agreed upon by the parties to this Indemnity Agreement (as amended);”

(h) The definition of “UETCL Direct Agreement” in Section 1.02(c)(xxiii) is amended by deleting the words, “dated on or about the date hereof” and replacing them with, “dated June 22, 2018”.

(i) Section 6.02 is amended by deleting the notice contact details for the Association and replacing them with the following:

"International Development Association
1818 H Street NW
Washington, DC 20433
United States of America

Attention: Sector Director, Energy and Extractives Global Practice
Facsimile: +1 (202) 522-3436
Email: eexgu@worldbank.org
Ref: Guarantee Number B-0130-UG

with a copy to:

International Development Association

[Signature]
Section 2.02. Promptly after it has received written notice from the Company and the Agent that the Refinancing Time has occurred, the Association shall deliver a notice to Uganda substantially in the form set out in Schedule 1 (Form of Refinancing Time Notice) to this Amendment Agreement.

ARTICLE III

Miscellaneous

Section 3.01. The provisions of the Indemnity Agreement shall, save as amended by this Amendment Agreement, continue in full force and effect and references in the Indemnity Agreement to "this Indemnity Agreement", "hereunder", "herein" and like terms or to any provision of the Indemnity Agreement shall be construed as a reference to the Indemnity Agreement, or such provision, as amended by this Amendment Agreement.

Section 3.02. This Amendment Agreement shall come into force and effect as of the day and year first above written.

[Remainder of page intentionally blank. Next page is signature page.]
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names as of the day and year first above written.

REPUBLIC OF UGANDA

By: [Signature]
Authorized Representative
Name (printed): MATIA KASAMBA
Title: MINISTER

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: [Signature]
Authorized Representative
Name (printed): DIARIE TOU GAYE
Title: COUNTRY DIRECTOR
SCHEDULE 1
FORM OF REFINANCING TIME NOTICE

To: Minister of Finance, Planning and Economic Development
P.O. Box 8147
Kampala
Uganda

Facsimile: 1-256-414-230163

RE: Refinancing Time Notice pursuant to the Second Amendment to Indemnity Agreement, dated 25 June 2018 (the “Amendment Agreement”), relating to the Indemnity Agreement dated 18 July 2007, as amended on 24 January 2018 and pursuant to the Amendment Agreement, between the International Development Association and the Republic of Uganda (the “Indemnity Agreement”)

1. We refer to the Amendment Agreement. Unless expressly defined in this letter, capitalised terms defined in the Amendment Agreement shall have the same meaning when used in notice.

2. We hereby attach copies of written notices received by the Association from the Company and the Agent, which notices include a copy of an email from Standard Chartered Bank as the security agent under the original common terms agreement which evidences the occurrence of the Refinancing Time at [time / date] 2018. Accordingly, the amendments to the Indemnity Agreement pursuant to Article II of the Amendment Agreement took effect at [time / date] 2018.

Yours faithfully,

INTERNATIONAL DEVELOPMENT ASSOCIATION

DG

MK