Hon. Dr. Kaifala Marah  
Minister of Finance and Economic Development  
Ministry of Finance and Economic Development  
Treasury Building, George Street  
Freetown, Sierra Leone  

Excellency:

Re: SIERRA LEONE – Energy Access Project  
Sierra Leone Infrastructure Development Fund Grant Agreement  
(SLIDF) Grant No. TF013246  
Amendment to the Grant Agreement

We refer to the Sierra Leone Infrastructure Development Fund Grant Agreement dated June 20, 2013, for the above-referenced Project (SLIDF Grant No. TF013246) between the Republic of Sierra Leone (“Recipient”) and the International Development Association (“World Bank”), acting as administrator of grant funds provided by the Government of the United Kingdom of Great Britain and Northern Ireland, represented by the Department for International Development (“Donor”) under the Sierra Leone Infrastructure Development Fund (TF071502) (“Agreement”) and to your letter dated July 29, 2015 requesting the restructuring of the Project which would entail amending the Agreement.

We are pleased to inform you that the World Bank hereby agrees to your request. To this effect, the World Bank proposes to amend the Agreement as set forth in the Attachment to this letter (“Amendment”).

All other provisions of the Agreement, except as herein amended, shall remain in full force and effect.

Please confirm your agreement with the foregoing Amendment, on behalf of the Recipient, by countersigning and dating the two original copies of this letter and returning one countersigned and dated original to us. Upon receipt by the World Bank of the original copy of this Amendment countersigned and dated by you, this Amendment will become effective as of the date of the countersignature.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]

Henry G. R. Kerali  
Country Director for Sierra Leone  
Africa Region
AGREED:

REPUBLIC OF SIERRA LEONE

By: [Signature]

Name: Kadi Faleti Muamah

Title: Minister

Date: 17/11/2015
ATTACHMENT

Amendment

1. Schedule 1 (Project Description) of the Agreement is amended to read as follows:

"Project Description"

The objective of the Project is to reduce losses in electricity supply in Freetown Capital Western Area and to improve commercial performance of the Electricity Distribution and Supply Authority.

The Project consists of the following parts:

Part 1: Rehabilitation of Primary Distribution Network, Loss Reduction and Improvement of the Electricity Distribution and Supply Authority’s Operational and Commercial Performance

Carrying out of a program designed to strengthen the power distribution infrastructure in the Freetown area and to upgrade critical components of the distribution network, said program to consist of: (a) supply and installation of a 161/33kV transformer at the Freetown substation; (b) rehabilitation and strengthening of critical components of said network, in particular, the 33kV line from Blackhall Road to Wellington substations, the 33/11kV transformer at the Wellington substation and related equipment at the Wellington, Blackhall Road and Wilberforce substations; (c) supply and installation of approximately 20,000 pre-payment meters and associated management and vending systems to improve metering and revenue management; (d) supply and installation of statistical metering at strategic points in said network (including appropriate data collection and reporting systems) to facilitate assessment of losses; (e) strengthen the institutional, technical and operational capacity of the Electricity Distribution and Supply Authority with a view to improving its operational and commercial performance; and (f) provision of training, operating costs and goods required for the purpose.

Part 2. Project Implementation Management

Strengthening the institutional and technical capacity of the PMU for Project implementation and oversight including procurement and financial management, monitoring and evaluation and reporting, all through the provision of technical advisory services, training, operating costs and goods.”
2. The table under paragraph A.2 (General) of Section IV (Withdrawal of Grant Proceeds) of Schedule 2 to the Agreement is deleted in its entirety and replaced by the table below:

"2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<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, works, non-consulting services, consultants’ services, Training and Operating Costs under Part 1 of the Project</td>
<td>13,125,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants’ services, Training and Operating Costs under Part 2 of the Project (Pro memoria; see Grant Agreement)</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>(3) Goods, non-consulting services, consultants’ services, Training and Operating Costs under Part 3 of the Project</td>
<td>2,125,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Compensation under RAP</td>
<td>750,000</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Unallocated</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>16,000,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

3. Paragraph 1 of Section IV.B (Withdrawal Conditions) of Schedule 2 to the Agreement is amended to read as follows:

"3. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

(a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed seventy five thousand United States Dollars (US$75,000) may be made for payments made prior to this date but on or after July 1, 2012, for Eligible Expenditures; or

(b) under Category (2) for payments made on or after the date of this Amendment."

4. Paragraph 2 of Section IV.B (Withdrawal Period) of Schedule 2 to the Agreement is amended to read as follows:
"2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is April 30, 2017."