H.E. Dr. Ali Yousif Abdulnabby  
Minister of Planning  
Acting Minister of Finance  
Ministry of Planning  
Baghdad, Iraq

March 8, 2013

Re: IRAQ – Third Emergency Education Project (Credit No. 4128-IQ)  
Third Amendment to the Financing Agreement

Excellency:

We refer to the Financing Agreement between the Republic of Iraq (the “Recipient”) and the International Development Association (the “Association”) dated April 2, 2007, as amended (the “Financing Agreement”). We also refer to your letter dated January 20, 2013 requesting the Association to amend the Financing Agreement.

We are pleased to inform you that the Association has acceded to your request. Accordingly, we propose to amend the Financing Agreement as follows:

a. The Closing Date in the second paragraph of Section IV.B of Schedule 2 to the Financing Agreement is amended to read June 30, 2014.

b. The performance indicators under B. Part I of Schedule 4 to the Financing Agreement are amended to read as follows:

“B. Intermediate Results Indicators:

Part 1: Educational Infrastructure:

1. Development of four prototype designs for school buildings.
2. MOE and DOE engineers who have completed training in procurement and contract management.
3. Number of schools built.
4. **Number of six-classroom block extensions (including toilets) built.**
5. Number of additional classrooms built or rehabilitated at the primary level resulting from project intervention.
6. Number of additional classrooms built or rehabilitated at the secondary level resulting from project intervention.

c. The table in paragraph 2 of Section IV. A of Schedule 2 to the Financing Agreement is revised as follows:
<table>
<thead>
<tr>
<th>Category of Expenditure</th>
<th>Amount of the Financing Allocated (Expressed in SDR)</th>
<th>% of Expenditures to be Financed</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods</td>
<td>8,950,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Civil Works</td>
<td>53,340,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Consultant Services</td>
<td>5,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Training</td>
<td>970,000</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Operating Cost</td>
<td>840,000</td>
<td>100%</td>
</tr>
<tr>
<td>(6) Unallocated</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>69,100,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

Unless the context otherwise requires and except where otherwise defined in this Amendment Letter, all capitalized terms contained herein shall have the meanings given to them in the Financing Agreement.

All the terms and conditions of the Financing Agreement that have not been amended hereby shall remain unchanged and in full force and effect.

Please confirm your agreement on behalf of the Recipient with the above amendment by signing, dating and returning to us one of the original copies of this Amendment Letter. Upon receipt by the Association of the original Amendment Letter countersigned by you, this Amendment Letter will become effective as of the date of your countersignature.

Sincerely yours,

Ferid Belhaj
Director
Middle East Department
Middle East and North Africa Region

AGREED

REPUBLIC OF IRAQ

By: _______________________

Name: Ali A. Alashukri

Title: _______________________

Date: 29-7-2013