June 7, 2016

H.E. Dr. Sahar Nasr
Minister of International Cooperation
Ministry of International Cooperation
8 Adly Street
Cairo, Arab Republic of Egypt

Arab Republic of Egypt: Helwan South Power Project
(P117407), (Loan No. 8270EG)
Amendment to the Loan Agreement

Excellency:

We refer to the Loan Agreement dated November 5, 2013, between the Arab Republic of Egypt (the "Borrower") and the International Bank for Reconstruction and Development (the "Bank") for the Helwan South Power Project ("Project") and the letters dated February 8, 2015 and August 17, 2015 from the Borrower requesting the Bank to amend the above referenced Loan Agreement.

We are pleased to inform you that the Bank accedes to your request. Accordingly, the Loan Agreement is amended as follows:

1. Part B of the Project description in Schedule 1 is deleted in its entirety and replaced with the following:

"Part B: Gas Pipelines"

Construction of two gas pipelines capable of supplying about 12.5 million cubic meters of gas per day to the power plant to be constructed under Part A of the Project, including: (a) a gas pipeline of about 1.2 km in length to connect said power plant near the town of Atfeih to the existing gas pipeline network at Kureimat – Beni Suif road (b) a gas pipeline of about 70 km in length from the gas receiving facility in Rashpetco gas facility near the town of Idku to the West Delta Gas Complex in Alexandria to strengthen the gas transmission network; (c) pipeline inspection and cleaning facilities; and (d) carrying out of programs for mitigating the adverse environmental and social impacts resulting from the implementation of Part B of the Project, and the resettlement and rehabilitation of people affected by the implementation of part B of the Project."
2. The table set forth in paragraph 2 of Schedule 2, Section IV-A to the Loan Agreement is deleted and replaced with the following table:

<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 for Part A of the Project</td>
<td>503,800,000</td>
<td>100% of Foreign and Local Expenditures</td>
</tr>
<tr>
<td>(2) Goods for Part B of the Project</td>
<td>81,600,000</td>
<td>100% of Foreign and Local Expenditures</td>
</tr>
<tr>
<td>(3) Interest Rate Cap or Interest Rate Collar premium</td>
<td>0</td>
<td>Amount due pursuant to Section 2.07(c) of this Agreement</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>585,400,000</td>
<td></td>
</tr>
</tbody>
</table>

3. Paragraph 12 of the Appendix is deleted in its entirety and replaced with the following:

"GASCO ESIs" means the environmental and social impact assessments of GASCO for the two gas pipelines to be constructed under Part B of the Project, disclosed in the Bank InfoShop on May 24, 2013, as said ESIA has been updated and disclosed in the Bank InfoShop on April 27, 2016 setting forth, inter alia, the adverse impacts resulting from the implementation of Part B of the Project and the associated facilities in the areas of influence of the Project, the measures to be taken to address said impacts, including the principles and guidelines for the preparation and implementation of Site-Specific ESMPs for each site that are selected for carrying out activities under the Project and the matters to be addressed therein, and monitoring, reporting, and institutional measures to be taken during the implementation and operation of Part B of the Project, as such assessments may be updated from time to time with the prior approval of the Borrower and the Bank.”

4. Paragraph 13 of the Appendix is deleted in its entirety and replaced with the following:

"GASCO ESIMPs" means the environmental and social impact management plans prepared by GASCO for the two gas pipelines to be constructed under Part B of the Project and included in the relevant GASCO ESIs, as said ESIMP shall be updated and disclosed in the Bank InfoShop pursuant to Section I.E.2 (a) of the Schedule to the GASCO Project Agreement setting forth, inter alia, the adverse impacts, if any, resulting from the implementation of the Project and the associated facilities in the areas of influence of the Project, the measures to be taken to address said impacts, and monitoring, reporting, and institutional measures to be taken during the implementation and operation of Part B of the Project, as such Plans may be updated from time to time with the prior approval of the Borrower and the Bank.”

5. Paragraph 15 of the Appendix is deleted in its entirety and replaced with the following:

"GASCO RPF” means the resettlement policy framework of GASCO for Part B of the Project, disclosed in to Bank Infoshop on May 24, 2013, as said RPF has been updated and disclosed in the Bank InfoShop on April 27, setting forth, inter alia: (a) the rules, procedures and guidelines for the resettlement,
rehabilitation, livelihood improvement and payment of compensation to people affected by the implementation of the Project, as the case may be including as a result of the acquisition of land and other assets, and loss of access to land, other assets or income, whether permanent or temporary, as well as monitoring, reporting, institutional and grievance redressal measures to be taken; and (b) the procedures and arrangements for the preparation of Resettlement Action Plans as may be required pursuant to said framework, and includes all schedules and annexes thereto, as such framework may be updated from time to time with the prior written approval of the Borrower and the Bank.

Please confirm your agreement with the foregoing, on behalf of the Borrower, by signing and dating two original of this amendment letter and returning one original to the Bank. This amendment letter shall become effective as of the date of this letter upon receipt by the Bank of the countersigned copy of this letter.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Asad Alam
Asad Alam
Country Director
Egypt, Yemen and Djibouti Country Department
Middle East and North Africa Region

AGREED AND CONFIRMED:

ARAB REPUBLIC OF EGYPT

By: [Signature]
Authorized Representative

Name: [Signature]
Title: Minister of International Co-operation
Date: June 12, 2016