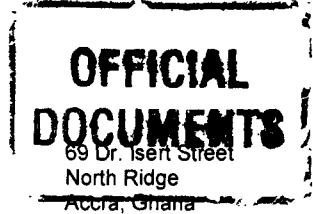


Public Disclosure Authorized

The World Bank
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION



H170-SL
H625-SL

Tel: (233-302) 229681 220837
Fax: (233-302) 227887

September 25, 2012

Hon. Dr. Samura Kamara
Minister of Finance and Economic Development
Ministry of Finance and Economic Development
George Street
Freetown
Sierra Leone

Honourable Minister:

**Sierra Leone: Bumbuna Hydroelectric Environmental and Social Management Project
(Grant Numbers H170-SL and H625-SL)
Re: Amendment of Financing Agreement**

We refer to the Financing Agreement (the Agreement) dated September 29, 2010, for the above-referenced Project (Grant Numbers H170-SL and H625-SL) between the Republic of Sierra Leone ("Recipient") and the International Development Association ("Association"), and to your request dated July 12, 2012.

We are pleased to inform you that the Association hereby agrees to your request and 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 proposed Amendment, on behalf of the Recipient, by countersigning and dating the two original copies of this Amendment and returning one countersigned and dated original to us. Upon receipt by the Association of the countersigned and dated original copy, this Amendment shall become effective as of the date specified by the Association.

Sincerely,
INTERNATIONAL DEVELOPMENT ASSOCIATION

Yusupha B. Crookes
Country Director for Sierra Leone
Africa Region

AGREED:
REPUBLIC OF SIERRA LEONE

By: [Signature]
Name: Samura M W Kamara
Title: Minister of Finance & Economic Development
Date: 25 September, 2012

Attachment: Amendments to the Agreement

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Amendments to the Agreement

A. Section IV.A (*Withdrawal of the Proceeds of the Financing; General*) of Schedule 2 to the Agreement is amended to read as follows:

- “1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the Categories of Eligible Expenditures that may be financed out of the proceeds of the Financing, the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Original Grant Allocated (Expressed in SDR Equivalent)	Amount of the Additional Grant Allocated (Expressed in SDR Equivalent)	% of Expenditures to be Financed (exclusive of Taxes)
(1) Goods	590,000	1,270,000	100%
(2) Works	1,750,000	1,530,000	100%
(3) Consultants' services, including audits	3,573,000	2,105,000	100%
(4) Training	30,000	132,000	100%
(5) Community Grants	50,000	500,000	100% of amounts payable under the respective Grant Agreement
(6) Operating Costs	520,000	763,000	100%
(7) Refunding of Project Preparation Advance	1,267,000	0	Amounts payable pursuant to Section 2.07 of the General Conditions
(8) Unallocated	0	0	
(9) Compensation Grants	520,000	0	
TOTAL	8,300,000	6,300,000	

B. Section IV.B.2 (*Withdrawal Period*) of Schedule 2 to the Agreement is amended to read as follows:

- “2. The Closing Date is June 30, 2013.”