

Public Disclosure Authorized

CONFORMED COPY

LOAN NUMBER 7514 EGT
(Amendment)

Agreement Amending Project Agreement

(Airports Development Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

and

EGYPTIAN HOLDING COMPANY FOR AIRPORTS
AND AIR NAVIGATION

Dated July 27, 2008

**LOAN NUMBER 7514 EGT
(Amendment)**

AGREEMENT AMENDING PROJECT AGREEMENT

AGREEMENT, dated July 27, 2008 between the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank) and the EGYPTIAN HOLDING COMPANY FOR AIRPORTS AND AIR NAVIGATION (EHCAAN).

WHEREAS (A) the Arab Republic of Egypt (the Borrower) and the Bank have entered into a Loan Agreement (Loan Number 7222 EGT) (Airports Development Project), dated March 31, 2004 (the Loan Agreement), for the purpose of providing support during the execution of the Airports Development Project, as described in the preamble of the Loan Agreement (the Project);

(B) by the Project Agreement dated March 31, 2004, entered into between the Bank and EHCAAN (the Project Agreement), EHCAAN has agreed to carry out the Project;

(C) the Borrower has requested the Bank to provide further additional assistance in the support of the Project by increasing the amount made available under the Loan Agreement by an amount equal to forty million Dollars (US\$40,000,000);

(D) the Bank has agreed, on the basis, *inter alia*, of the foregoing, to provide such additional assistance to the Borrower upon the terms and conditions set forth in the Agreement Amending Loan Agreement of even date herewith, entered into between the Borrower and the Bank (the Amending Agreement), but only on conditions that EHCAAN agrees to undertake such obligations toward the Bank as are set forth in this Agreement;

(E) by a Subsidiary Loan Agreement to be entered into between the Borrower and EHCAAN, the proceeds of the Additional Loan provided for under the Amending Agreement will be made available to EHCAAN on the terms and conditions set forth in said Subsidiary Loan Agreement; and

WHEREAS (F) EHCAAN, in consideration of the Bank's entering into the Amending Agreement with the Borrower, has agreed to undertake the obligations set forth in this Agreement.

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Amendments to the Project Agreement

Section 1.01. The Preambles to the Project Agreement are amended to read as follows:

“WHEREAS (A) by the Loan Agreement of even date herewith between the Arab Republic of Egypt (the Borrower) and the Bank, the Bank has agreed to make a loan to the Borrower in the amount of three hundred thirty five million Dollars (US\$335,000,000), on the terms and conditions set forth in the Loan Agreement, but only on condition that EHCAAN agree to undertake such obligations toward the Bank as are set forth in this Agreement;

(B) by the Agreement Amending Loan Agreement, dated July 27, 2008, between the Arab Republic of Egypt (the Borrower) and the Bank, the Bank has agreed to make available to the Borrower an Additional Loan in amount equal to forty million Dollars (US\$40,000,000), on the terms and conditions set forth in the Loan Agreement, as amended, but only on conditions that EHCAAN agree to undertake such obligations toward the Bank as are set forth in this Agreement; and

(C) by an amended Subsidiary Loan Agreement to be entered into between the Borrower and EHCAAN the proceeds of the Additional Loan shall be on-lent to EHCAAN on the terms and conditions set forth in said Subsidiary Loan Agreement.

Section 1.02. All other provisions of the Project Agreement, including Schedules 1 and 2 shall remain in full force and effect.

ARTICLE II

Effective Date; Termination;

Cancellation and Suspension

Section 2.01. This Agreement shall come into force and effect on the date upon which the Amending Agreement becomes effective.

Section 2.02. This Agreement and all obligations of the Bank and of EHCAAN thereunder shall terminate on the date on which the Amending Agreement shall terminate in accordance with its terms, and the Bank shall promptly notify EHCAAN thereof.

Section 2.03. All the provisions of this Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the General Conditions.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in Cairo, Arab Republic of Egypt, as of the day and year first above written.

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By /s/ Emmanuel Mbi

Authorized Representative

**EGYPTIAN HOLDING COMPANY FOR AIRPORTS
AND AIR NAVIGATION**

By /s/ Ibrahim Manaá

Authorized Representative