December 13, 2012

Dr. Kwabena Duffuor
Minister for Finance and Economic Planning
Ministry of Finance and Economic Planning
Accra

Dear Dr. Duffuor,

_Ghana: Urban Transport Project_

_Re: Amendment to the GEF Grant Agreement (TF090550)_

We refer to the Global Facility (GEF) Grant Agreement (the Agreement) for the above-mentioned Project, dated August 8, 2007, between the Republic of Ghana (the Recipient) and the International Bank for Reconstruction and Development (the World Bank) acting as an Implementing Agency of the GEF. We also refer to your letter dated October 10, 2012, requesting specific amendments to the Agreement.

The World Bank accedes to your request and proposes to amend the Agreement as set forth in this letter (the Amendment).

1. Section I.A.4 of Schedule 2 to the Agreement is amended by inserting a sub-paragraph (c) to read as follows:

   "4. (c) "Without imitation to the provisions of paragraph 4(a) of this Part A, MOLGRDE shall maintain until the establishment of the GAPTE, a GAPTE Unit with the responsibility for day to day management and implementation of Parts 1(b), (c) and (f), Part 2(a), (b) and (e) and Part 3(c) and (d) of the Project."

2. Section II.A.1 of Schedule 2 to the Agreement is amended to read as follows:

   "1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.08 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar year, and shall be furnished to the Association not later than two months after the end of the period covered by such report."

3. Section IV.B.2 of Schedule 2 to the Agreement is amended to read as follows:

   "2. The Closing Date is December 15, 2014."

4. The Appendix to the Agreement is amended by inserting paragraphs (31) and (32) to read as follows:
31. "GAPTE" means the Greater Accra Passenger Transport Executive to be established within the MoLGRDE.

32. "GAPTE Unit" means the unit established within the MoLGRDE which shall be responsible for the implementation of part of the Recipient’s transport action plan, and referred to in Section I.A.4(c) of Schedule 2 to this Agreement.”

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

Please indicate agreement to the foregoing, on behalf of the Recipient, by countersigning and dating the form of confirmation on the two original copies of this letter provided and returning one original, as countersigned, to us. Upon receipt by the World Bank of the copy of this letter countersigned by the Recipient, this Amendment shall become effective as of the date of its countersignature.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

Yusupha Crookes
Country Director for Ghana
Africa Region

CONFIRMED:

REPUBLIC OF GHANA

By:

Authorized Representative

DR. KWABENA DUFFUOR
MIN. OF FIN. & ECON. PLANNING
P. O. BOX MB 40
ACCRA

Date: 24th December, 2010