His Excellency
Ms. Maria Concepción Castro
Viceministra Encargada del Despacho
Ministry of Public Finance
8a Avenida y 21 Calle
Centro Cívico, Zona 1
Guatemala City, Guatemala

Re: GUATEMALA: Loan No.7430-GU (Education Quality and Secondary Education Project)
Fourth Amendment to the Loan Agreement

Excellency:

We refer to the Loan Agreement for the above-captioned Project between the Republic of Guatemala (the Borrower) and the International Bank for Reconstruction and Development (the Bank) dated April 12, 2008, as amended on June 15, 2009, March 17, 2010 and May 21, 2012 (the Loan Agreement). Please note that capitalized terms used in this letter (the Amendment Letter) and not defined herein have the meaning ascribed to them in the Loan Agreement.

Pursuant to your letter dated November 18, 2013, wherein a request is made to the Bank to amend the Loan Agreement, we are pleased to inform you that the Bank agrees with your request and proposes to amend the Loan Agreement as follows:

1. Section I.B.1 (a) of Schedule 2 to the Loan Agreement is hereby amended to read as follows:

   "(a) "MINEDUC hires and thereafter maintains responsible personnel for the Project, including: (i) a project administration manager; and (ii) procurement and financial management specialists, adequate in number and all having terms of reference, functions and resources satisfactory to the Bank at all times during Project implementation;"

2. The table in Section IV.A.2 of Schedule 2 of the Loan Agreement is hereby amended to read in its entirety as set forth in the Annex to this Amendment Letter.

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

   "2. The Closing Date is November 30, 2015."

4. The definitions of "Consultant Guidelines", "Procurement Guidelines" and "Procurement Plan" included in the Appendix to the Loan Agreement is hereby amended to read as follows:


(iii) “Procurement Plan” means the Borrower’s procurement plan for the Project, dated October 23, 2013 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.”

Please confirm your agreement to the foregoing amendment by signing and dating this Amendment Letter in the spaces provided below. This Amendment Letter will be executed in two counterparts, each of which shall be an original. The provisions set forth in this Amendment Letter will become effective as of the date of countersignature, upon receipt by the Bank of: (i) one fully executed original of this Amendment Letter; and (ii) evidence acceptable to the Bank that the Operational Manual (as defined in the Loan Agreement) has been updated in accordance to the provisions of this Amendment Letter. Upon compliance with the above mentioned conditions, the Bank will send a notice of effectiveness to the Borrower.

Please also note that the approved restructuring paper dated November 21, 2013 shall be disclosed on the Bank’s external website.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By [Signature]
C. Felipe Jaramillo
Director
Central America
Latin American and the Caribbean Region

AGREED:

REPUBLIC OF GUATEMALA

By: [Signature]
Authorized Representative

Name: Maria Castro
Title: Viceministra de Finanzas Públicas

Encargada del Despacho

Date: 19 DIC. 2013
<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, consultant’s services, Non-Consultant Services and Training under Part 1 of the Project</td>
<td>9,810,000</td>
<td>100%</td>
</tr>
<tr>
<td>2. Goods, minor works, consultant’s services, Non-Consultant Services, Training and scholarships under Part 2 of the Project</td>
<td>36,060,000</td>
<td>100%</td>
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<td>3. Payment of Telesecundaria facilitators, under Part 2.2(b) of the Project</td>
<td>29,610,000</td>
<td>100%</td>
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<td>4. Goods, consultant services, Non-Consultant Services, Training, and Grants under Part 3 of the Project</td>
<td>4,320,000</td>
<td>100%</td>
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<td>5. Front-End fee</td>
<td>200,000</td>
<td>Amount payable in accordance with Section 2.03 of the Loan Agreement in accordance with section 2.07 of the General Conditions</td>
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<td>6. Unallocated</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>80,000,000</strong></td>
<td></td>
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