Dr. Kwabena Duffuor  
Minister  
Ministry of Finance and Economic Planning  
PO Box MB40  
Accra, Republic of Ghana  

Honorable Minister:

GHANA: Energy Development and Access Project  
Amendment to the GEF Grant Agreement (TF090542)

November 22, 2012

We refer to the Global Environment Facility ("GEF") Grant Agreement ("Agreement") for the above-mentioned Project, dated August 8, 2007, between the Republic of Ghana ("Recipient") and the International Bank for Reconstruction and Development ("World Bank"), acting as an Implementing Agency of the GEF. We also refer to a letter from Enoch H. Cobbinah, Chief Director, Minister of Finance and Economic Planning, Republic of Ghana, dated November 16, 2012, requesting specific amendments to the Agreement.

Therefore, we propose to amend the Agreement in respect of the provisions below:

1. The table set forth in Section IV. A. 2 of Schedule 2 to the Agreement shall be deleted in its entirety and replaced with the table set forth in Annex 1 to this Amendment.

2. Section IV.B.2 in Schedule 2 is amended to read as follows:

"2. The Closing Date is September 30, 2014."

3. A new paragraph 31 is added in the Appendix to read as follows; Current paragraph 31 and remaining paragraphs in said Appendix are renumbered accordingly:

"31. "Operating Costs" means the operating costs incurred on account of the implementation of Part C. 5 (b) of the Project including maintenance of vehicles, fuel, equipment, office supplies, utilities, consumables, bank charges, advertising expenses, travel, per diems, and accommodation, but excluding salaries of civil and public servants."

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

November 22, 2012

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 BANK FOR ECONSTRUCTION AND DEVELOPMENT

Yusupha B. Crookes
Country Director for Ghana
Africa Region

CONFIRMED:

REPUBLIC OF GHANA

By:

Authorized Representative

DR. KWAHENA DUFFUOR
MIN. OF FIN. & ECON. PLANNING
P. O. BOX MB 460
ACCRA

Date: 15TH DEC. 2012
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods under Part C.5(d) of the Project</td>
<td>100,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Consultants’ services and Goods under Parts A.1(d), A.3(b) and C.5(b) of the Project</td>
<td>1,450,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Consultants’ services under Part C.5(d) of the Project</td>
<td>400,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Training under Part C.5(b) of the Project</td>
<td>200,000</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Training under Part C.5(d) of the Project</td>
<td>200,000</td>
<td>100%</td>
</tr>
<tr>
<td>(6) BDS Grants under Part C.5(c) of the Project</td>
<td>1,000,000</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>(7) RE Grants under Parts C.3 of the Project</td>
<td>1,800,000</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>(8) Operating Costs for Part C. 5(h) of the Project</td>
<td>350,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>5,500,000</strong></td>
<td></td>
</tr>
</tbody>
</table>