August 14, 2014

Hon. Dr. Kaifala Marah
Minister of Finance and Economic Development
Ministry of Finance and Economic Development
Treasury Building, George Street
Freetown, Sierra Leone

Excellency:

Re: SIERRA LEONE – Additional Financing for Second Phase of the Reproductive and Child Health Project
IDA Grant Number H877-SL
First Amendment to the Financing Agreement

We refer to the Financing Agreement (the Agreement) dated October 11, 2013, for the above-referenced Project between the Republic of Sierra Leone (“Recipient”) and the International Development Association (“Association”). We also refer to your letter dated July 29, 2014, requesting the restructuring of the Project which would entail amending the Agreement.

We are pleased to inform you that the Association hereby agrees to your request and proposes to amend the Agreement as follows:

1. Schedule 1 (“Project Description”) to the Agreement is amended as follows:

   (a) The first paragraph is amended to read as follows:

   “The objective of the Project is to increase utilization of a package of essential health services by pregnant and lactating women and children under the age of five and support the emergency response needed to contain and control the Ebola crisis.”

   (b) A new Part 3 (“Emergency Response to the Ebola Crisis”) is added to read as follows:

   “Part 3: Emergency Response to the Ebola Crisis

   Carrying out of a program of emergency response activities designed to, inter alia, contain and control the spread of the Ebola virus outbreak, including, coordination of response initiatives, epidemiology, surveillance and diagnostics, case management, infection prevention, control and psychosocial support, social mobilization, communication and strengthening of the overall health system, all through the provision of technical advisory services, non-consulting services, training, operating costs and acquisition of goods for the purpose.”

2. The table under Section III.C.2 (“Other Methods of Procurement of Consultants’ Services”) of Schedule 2 (“Project Execution”) to the Agreement is amended as follows:
A new sub-paragraph (h) is added to read as follows:

“Procurement from United Nations Agencies”

3. The table under Section IV.A.2 of Schedule 2 to the Agreement is amended to read as set forth in Attachment 1 to this amendment letter.

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

Please confirm your agreement with the foregoing amendments to the Agreement, on behalf of the Recipient, by countersigning and dating the two original copies of this letter and returning one countersigned and dated original to us. Upon receipt by the Association of the original copy of this letter of amendment countersigned and dated by you, this letter of amendment will become effective as of the date of the countersignature.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]
Authorized Representative

Francis Ato Brown

AGREED:

REPUBLIC OF SIERRA LEONE

By: [Signature]

Name: Ibrahim Conteh

Title: Deputy Ambassador

Date: August 14, 2014
## ATTACHMENT 1

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Amount of the HRITF Grant (TF015054) Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) LC Grants under Part 1(a)(i) of the Project</td>
<td>700,000</td>
<td>0</td>
<td>Such percentage as shall be specified in the Annual Work Plan for the respective Fiscal Year</td>
</tr>
<tr>
<td>(2) PBF Services Grants (paid at the Unit Price for each PEHS) under Part 1(a)(ii) of the Project</td>
<td>700,000</td>
<td>5,000,000</td>
<td>100% of amounts of PBF Services Grants disbursed (subject to the provisions of Section IV.B.1(b) below)</td>
</tr>
<tr>
<td>(3) Goods and consultants’ services under Part 1(a)(iii) of the Project</td>
<td>2,000,000</td>
<td>0</td>
<td>100% (subject to the provisions of Section IV.B.1(b) below)</td>
</tr>
<tr>
<td>(4) Goods, non-consulting services, consultants’ services, Training and Operating Costs under Part 1(b) of the Project</td>
<td>700,000</td>
<td>0</td>
<td>100% (subject to the provisions of Section IV.B.1(c) below)</td>
</tr>
<tr>
<td>(5) Goods, consultants’ services, Training and Operating Costs under Part 2(a) of the Project</td>
<td>0</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>(6) Goods, consultants’ services, Training and Operating Costs under Part 2(b) of the Project</td>
<td>0</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>(7) Goods, non-consulting services, consultants’ services, Training and Operating Costs under Part 2(c) of the Project</td>
<td>600,000</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>(8) Goods, non-consulting services, consultants’ services, Training and Operating Costs under Part 3 of the Project</td>
<td>4,000,000</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>8,700,000</strong></td>
<td><strong>5,000,000</strong></td>
<td></td>
</tr>
</tbody>
</table>