Honorable Kwabena Duffuor  
Minister for Finance and Economic Planning  
Ministry of Finance and Economic Planning  
PO Box MB40  
Accra  
Republic of Ghana  

Ghana: Second Phase of Coastal Transmission Backbone Project (Credit Number 4213-GH)  
Amendment to the Development Credit Agreement  

Honorable Minister:  

We refer to the Financing Agreement between Republic of Ghana (the Recipient) and the International Development Association (the Association) dated December 4, 2007 (the Agreement). We also refer to the Project Agreement of the same date, between the Association and Volta River Authority (the Project Agreement).  

Pursuant to your letter dated April 28, 2010, requesting for amendment to the Agreement, including, inter alia, amendment to implementation arrangements set forth in the Project Agreement, the Association concurs with your request and has proposed to amend the Agreement as set forth in this letter (the Amendment).  

1. Section I of Schedule 2 to the Agreement shall be amended by inserting Part C to read as follows:  

“C. Transitional Arrangements between VRA and GRIDCO”  

“The Recipient shall ensure that the VRA and GRIDCO have under signed a memorandum of understanding concerning the arrangement for handover of the responsibilities of VRA under the Project to GRIDCO (provided, however, that in case of any conflict between the arrangements and procedures set out in the said memorandum of understanding, the Project Implementation Manual, the provisions of the GRIDCO Project Agreement and the provisions of this Agreement, the provisions of the GRIDCO Project Agreement and this Agreement, respectively, shall prevail).”  

2. The Appendix to the Agreement shall be amended as follows:  

(a) Paragraph 13 of the Appendix is amended to read as follows:

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

Please indicate your agreement with the foregoing amendment to the Agreement on behalf of the Recipient by countersigning and dating the two original copies of this letter and returning one countersigned original to us.

The Amendment shall become effective upon the following events: (a) execution of the Subsidiary Loan Agreement on behalf of the Recipient and the Project Implementing Entity; and (b) submission to the Association of a legal opinion of an independent counsel confirming that the Subsidiary Loan Agreement has been authorized or ratified by the Recipient and the Project Implementing Entity in accordance with its terms. For the purpose of sub-paragraph (b) of this paragraph, the Legal Opinion of the Attorney General of Ghana will be satisfactory as the legal opinion of said independent counsel.

Sincerely,

By: /s/ Ishac Diwan
Ishac Diwan
Country Director for Ghana
Africa Region

CONFIRMED:

REPUBLIC OF GHANA

By: Kwabena Duffuor
Authorized Representative

Date: January 13, 2011

Copy:

1. Chief Executive
   Volta River Authority
   PO Box M 77
   Accra, Ghana

2. Chief Executive
   Ghana Grid Company Limited
   PO Box CS7979
   Tema, Ghana