Re: GUATEMALA: Loan No.7430-GU (Education Quality and Secondary Education Project) Third 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 and March 17, 2010 (the Loan Agreement). Please note that capitalized terms used in this letter (the Amendment Letter) and not defined herein have the meaning ascribed in them in the Loan Agreement.

Pursuant to your letter dated February 14, 2012 wherein a request is made to reallocate Loan proceeds among disbursement categories and amend the financing percentages in the disbursement table of the Loan Agreement, we are pleased to inform you that the Bank agrees to amend the Loan Agreement as follows:

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.

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. Upon your confirmation, please return one fully executed original to us. The provisions set forth in this Amendment Letter will become effective, as of the date of countersignature, upon receipt by the Bank of one fully executed original of this Amendment Letter.
Please also note that the approved restructuring paper dated April 12, 2012 will be disclosed on the Bank's external website.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

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

AGREED:

REPUBLIC OF GUATEMALA

By: MINISTER OF PUBLIC FINANCE
Authorized Representative

Name: PAVEL VINICIO CENTENO LOPEZ
Title: MINISTER OF PUBLIC FINANCE
Date: 21 MAYO 2012
### ANNEX

<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 services, Non Consultant Services and Training under Part 1 of the Project</td>
<td>6,300,000</td>
<td>100%</td>
</tr>
<tr>
<td>2. Goods, minor works, consultant services, Non Consultant Services, Training and scholarships under Part 2 of the Project</td>
<td>38,200,000</td>
<td>100%</td>
</tr>
<tr>
<td>3. Payment of Telesecundaria facilitators, under Part 2.2(b) of the Project</td>
<td>30,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>4. Goods, consultant services, Non Consultant Services, Training, and Grants under Part 3 of the Project</td>
<td>5,000,000</td>
<td>100%</td>
</tr>
<tr>
<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>
</tr>
<tr>
<td>6. Unallocated</td>
<td>300,000</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>80,000,000</strong></td>
<td></td>
</tr>
</tbody>
</table>