Dear Secretary Azam:

Third Primary Education Development Program
(TF no. A0977-BD)
Amendment to the Global Partnership for Education Grant Agreement

We refer to the Grant Agreement between the People's Republic of Bangladesh (the "Recipient") and International Bank for Reconstruction and Development and International Development Association (collectively, the "World Bank"), acting as administrator of the Global Partnership for Education Trust Fund dated January 5, 2016 (the "Agreement") regarding the Third Primary Education Development Program (the "Project").

Following the letter dated December 24, 2017 from your office to the World Bank and after carrying out due consultations, the Recipient and the World Bank agree for a partial cancellation of the proceeds from the Grant. The World Bank hereby proposes to amend the Agreement as follows:

1) The table under Section IV.A.2 of Schedule 2 to the Agreement is hereby amended to read as follows:

<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) Project Eligible Expenditures under Annual Plans</td>
<td>91,666,667</td>
<td>100%</td>
</tr>
<tr>
<td>Cancellation as on December 24, 2017</td>
<td>8,333,333</td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>100,000,000</td>
<td></td>
</tr>
</tbody>
</table>

2) Schedule 3 to the Agreement is amended as follows:
   a) DLI 3 for the DLI Periods Year 5 and Year 6 are hereby deleted.

3) Schedule 4 to the Agreement is amended as follows:
   a) DLI Values for DLI 3 for the DLI Periods Year 5 and Year 6 are hereby amended to zero (0).
Except as specifically amended in this amendment letter, all other terms and conditions of the Agreement shall remain in full force and effect.

The World Bank will disclose this amendment letter and related information on the Agreement in accordance with the World Bank's Policy on Access to Information. By entering into this amendment letter, the Recipient consents to disclosure of this amendment letter and related information.

Please confirm your agreement to the foregoing on behalf of the Recipient by countersigning and dating the form of confirmation set forth below, and returning one fully countersigned original of this amendment letter to us and retaining one original for your records.

Upon receipt by the World Bank of the countersigned original of this amendment letter, this amendment letter shall become effective as of the date of the countersignature of this amendment letter.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]

Rajashree S. Paralkar

AGREED:

PEOPLE'S REPUBLIC OF BANGLADESH

By: [Signature]

Authorized Representative

Name: Kazi Shefiqul Azam

Title: Secretary, Economic Relations Division

Date: 31.11.17

cc: Mr. Mohammad Asif-uz-Zaman, Secretary, Ministry of Primary and Mass Education
Ms. Mahmuda Begum, Additional Secretary, ERD, Ministry of Finance
Dr. Abu Hena Mostafa Kamal, Director General, Directorate of Primary Education
Dr. M. Mizanur Rahman, Project Director, Reaching Out-of-School Children Project
Ms. Aparna Subramani, Executive Director for Bangladesh, World Bank
Mr. Muhammad Musharraf H. Bhuiyan, Alternate Executive Director for Bangladesh, World Bank
Mr. Santosh D. Vaidya, Senior Advisor to the Executive Director for Bangladesh, World Bank