Honorable Minister Seth Terkpër
Minister of Finance and Economic Planning
Ministry of Finance and Economic Planning
PO Box MB40
Accra
Republic of Ghana

Re: Ghana: Oil and Gas Capacity Building Project (Credit Number 4847-GH) – Amendment to the Financing Agreement

Honorable Minister:

We refer to the Financing Agreement between Republic of Ghana (the Recipient) and the International Development Association (the Association) dated April 11, 2011, (the Financing Agreement).

We also refer to your request for an Additional Financing for the Oil and Gas Capacity Building Project under your letter dated February 13, 2014. In connection with the Additional Financing Agreement dated April 10, 2015, the Association hereby proposes to amend the Financing Agreement as follows:

1. Section IV.B.2 of Schedule 2 to the Financing Agreement is amended to read as follows:

“The Closing Date is June 30, 2017.”

2. The table set forth in Section IV.A.1 of Schedule 2 to the Financing Agreement is amended as set forth in the Annex to this letter.

All other provisions of the Financing Agreement, as amended herein, shall remain in full force and effect.
Please indicate your agreement with the foregoing amendment to the Financing 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 amendments to the Financing Agreement set forth in this letter (the Amendment) shall become effective as of that date.

Sincerely,

[Signature]

Country Director for Ghana
Africa Region

CONFIRMED:

REPUBLIC OF GHANA

By: [Signature]

Authorized Representative

Name: Mr. Seth Terreek
Title: Minister of Finance
Date: April 10, 2015
ANNEX

Withdrawal of the Proceeds of the Financing

The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, consultants' services and Training for Parts A and B of the Project</td>
<td>10,685,300</td>
<td>100</td>
</tr>
<tr>
<td>(2) Goods, works, consultants' services and Training for Part A.1 of the Project</td>
<td>1,699,391</td>
<td>100</td>
</tr>
<tr>
<td>(3) Goods, works, consultant services and Training for Part A.2 of the Project</td>
<td>266,801</td>
<td>100</td>
</tr>
<tr>
<td>(4) Operating Costs for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Parts A and B, except Part A.1(b) of the Project</td>
<td>451,629</td>
<td>100</td>
</tr>
<tr>
<td>(b) Part A.1(b) of the Project</td>
<td>44,549</td>
<td>100</td>
</tr>
<tr>
<td>(5) Goods, consultants' services, Training and Operating Costs for Part C of the Project</td>
<td>807,225</td>
<td>100</td>
</tr>
<tr>
<td>(6) Refund of Preparation Advance</td>
<td>262</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>(7) Goods, works, consultants' services, Training and Operating Costs for Parts A, B and C of the Project</td>
<td>10,244,843</td>
<td>100</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>24,200,000</td>
<td></td>
</tr>
</tbody>
</table>