May 23, 2014

Hon. Kaifala Marrah
Minister of Finance and Economic Development
Ministry of Finance and Economic Development
George Street
Freetown
Sierra Leone

Honorable Minister:

Re: SIERRA LEONE: Extractive Industries Technical Assistance Project - Grant Number: TF011786
Amendment to the Grant Agreement

We refer to the Grant Agreement ("Agreement") dated February 13, 2012, between the Republic of Sierra Leone ("Recipient") and the International Development Association ("World Bank") acting as administrator of grant funds provided by the United Kingdom, acting through the Department for International Development ("DFID") (the "Donor") to the Sierra Leone Extractive Industries Technical Assistance Project ("Project").

Pursuant to recent discussions between the Recipient and World Bank, we are pleased to inform you that the Grant Agreement is amended as set forth below to reflect the revised total amount of the Grant Agreement:

1. First paragraph to the Agreement is amended to read as follows:

   "In response to the request for financial assistance made on behalf of the Republic of Sierra Leone ("Recipient"), I am pleased to inform you that the International Development Association ("World Bank"), acting as administrator of grant funds provided by the United Kingdom, acting through the Department of International Development ("DFID") (the "Donor") under the Extractive Industries Technical Assistance Project Trust Fund, proposes to extend to the Recipient a grant in an amount not to exceed two million ninety five thousand seven hundred twenty nine pounds sterling (£2,095,729) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project")."

2. The table under paragraph 3.01 of the Annex to the Agreement is amended to read as follows:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in Pounds Sterling)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, Consultants' Services, Training Workshops and Study Tours, and Operating Costs for the Project</td>
<td>1,940,645</td>
<td>46%</td>
</tr>
<tr>
<td>(2) Salary support under Part B.1(iv) of the Project</td>
<td>155,084</td>
<td>Such percentage as shall be specified in the Annual Work Plan and Budget for the respective fiscal Year.</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>2,095,729</td>
<td></td>
</tr>
</tbody>
</table>

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 World Bank of the 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

Yusupha B. Crookes
Country Director for Sierra Leone
Africa Region

AGREED:

REPUBLIC OF SIERRA LEONE

By: [Signature]

Name: Kaifala Mabla

Title: Minister

Date: 11/6/14