Honorable Augustine Ngafuan  
Minister of Finance  
Ministry of Finance  
Monrovia  
Republic of Liberia

Re: Republic of Liberia: MDTF Grant for the Economic Empowerment of Adolescent Girls  
Grant No. TF092541  
Amendment to the Trust Fund Grant Agreement

Honorable:

We refer to the Letter Agreement (the Agreement) between the Republic of Liberia (the “Recipient”) and the International Development Association (the “World Bank”) acting as administrator of grant funds provided under the Multi-Donor Trust Fund for the Gender Action Plan Economic Empowerment of Adolescent Girls (GAP) dated September 11, 2008, and to a recent amendment to the Administration Agreement for the GAP, dated June 30, 2010, between the Nike Foundation (“Nike”) (the “Donor”) and the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”), (collectively the “World Bank”), whereby Nike has agreed to provide an additional contribution for the GAP.

Please note that the capitalized terms used in this letter (Amendment Letter) and not defined herein have the meaning ascribed to them in the Agreement.

In consideration of: (i) the above-mentioned amendment to the Administration Agreement and in order to provide this additional contribution to the Recipient; and (ii) the Recipient’s request to reallocate the proceeds of Grant funds, the World Bank hereby proposes to amend the Agreement in respect of the following provisions:

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

“In response to the request for financial assistance made on behalf of the Republic of Liberia (“Recipient”), I am pleased to inform you that the International Development Association (“World Bank”) , acting as administrator of grant funds provided under the Multi-Donor Trust Fund for the GAP-Economic Empowerment of Adolescent Girls
(TF071035) (“MDTF”) proposed to extend to the Recipient a grant in an amount not to exceed three million one hundred eight thousand sixty five United States Dollars (US$3,108,065) (“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 in paragraph 3.01 of the Annex to the Agreement is deleted in its entirety and is replaced with the Annex attached to this amendment letter.

3. Paragraph 3.03 of the Annex to the Agreement is hereby amended to read as follows:

   “3.03 Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2012.”

Please confirm your agreement with the foregoing amendments by signing and dating this Amendment Letter in the spaces provided below. Henceforward, all other provisions of the Agreement, except as amended through this Amendment Letter shall remain in full force and effect. This Amendment Letter shall be executed in two counterparts each of which shall be an original.

Upon confirmation, please return one fully executed original to us. The provisions set forth in this Amendment Letter shall become effective as of the date of countersignature upon receipt by the World Bank of the countersigned original of this Amendment Letter.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Ishac Diwan
Country Director for Liberia
Africa Region

AGREED:

REPUBLIC OF LIBERIA

By: /s/ Augustine Ngafuan
Authorized Representative

Title: Minister of Finance

Date: December 28, 2010
<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>
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<tr>
<td>(1) Goods under Part D</td>
<td>65,726</td>
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<td>(2) Consultant Services and Training and Workshops:</td>
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<td>(a) Parts A and B</td>
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<td>(b) Part C</td>
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<td>(d) Part D</td>
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<td>(3) Operating Costs for Part D</td>
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<td>(4) Unallocated</td>
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<tr>
<td>TOTAL AMOUNT</td>
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