



**GOVERNMENT OF LIBERIA
MILLENNIUM CHALLENGE ACCOUNT LIBERIA
(MCA-LIBERIA)**

**FIRST AMENDMENT TO
COORDINATION AGREEMENT**

between

MCA-LIBERIA

and

LIBERIA ELECTRICITY CORPORATION

July 2018

This First Amendment ("Amendment") to the Coordination Agreement (the "Agreement"), previously executed between Millennium Challenge Account Liberia ("MCA-Liberia") and Liberia Electricity Corporation ("LEC") is hereby entered into by and between MCA-Liberia, represented by its Chief Executive Officer, Monie R. Captan, and the LEC, represented by its Chairperson of the Board of Directors, Archibald Bernard. MCA-Liberia and LEC, as the context requires, are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties previously entered into the Agreement on November 1, 2017;

WHEREAS, in the Agreement, MCA-Liberia is responsible for a portion of the Mt. Coffee Support Activity, which includes the rehabilitation of the raw water transmission line from the boundary of the MCHPP to the White Plains Water Treatment Plant;

WHEREAS, in the Agreement, LEC, through the Program Implementation Unit ("PIU"), is responsible for the Mt. Coffee Rehabilitation Activity, which, in the Compact, includes the rehabilitation of the raw water intake at Mount Coffee Hydro Power Plant ("MCHPP") from the power house to the MCHPP site boundary;

WHEREAS, in order to consolidate the raw water pipeline rehabilitation under on Accountable Entity, the Compact is being modified to make MCA-Liberia additionally responsible for the rehabilitation of the raw water intake at MCHPP from the power house to the MCHPP site boundary; and

WHEREAS, the Parties desire to amend the Agreement to be in harmony with the modified Compact.

NOW THEREFORE, in consideration of the Parties agreeing to amend their obligations in the Agreement pursuant to Section 9.4 of the Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the following promises, conditions and terms:

I. AMENDMENTS

1. Annex II of the Agreement will be deleted and replaced in its entirety with the following text:

"MCA-Liberia is the accountable entity and Permitted Designee with respect to the following Projects, Activities, and Sub-Activities:

1. Portions of the Mt. Coffee Support Activity, specifically, implementing livelihoods improvement and other activities, carrying out a watershed management plan (including climate change and fisheries studies), and rehabilitation of the raw water intake at MCHPP from the powerhouse to the MCHPP site boundary and the rehabilitation of the raw water transmission line from MCHPP to the White Plains Water Treatment Works;





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RECITALS

WHEREAS, the Parties previously entered into the Agreement on November 1, 2017;

WHEREAS, in the Agreement, MCA-Liberia is responsible for a portion of the Mt. Coffee Support Activity, which includes the rehabilitation of the raw water transmission line from the boundary of the MCHPP to the White Plains Water Treatment Plant;

WHEREAS, in the Agreement, LEC, through the Program Implementation Unit ("PIU"), is responsible for the Mt. Coffee Rehabilitation Activity, which, in the Compact, includes the rehabilitation of the raw water intake at Mount Coffee Hydro Power Plant ("MCHPP") from the power house to the MCHPP site boundary;

WHEREAS, in order to consolidate the raw water pipeline rehabilitation under on Accountable Entity, the Compact is being modified to make MCA-Liberia additionally responsible for the rehabilitation of the raw water intake at MCHPP from the power house to the MCHPP site boundary; and

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1. AMENDMENTS

1. Annex II of the Agreement will be deleted and replaced in its entirety with the following text:

"MCA-Liberia is the accountable entity and Permitted Designee with respect to the following Projects, Activities, and Sub-Activities:

1. Portions of the Mt. Coffee Support Activity, specifically, implementing livelihoods improvement and other activities, carrying out a watershed management plan (including climate change and fisheries studies), and rehabilitation of the raw water intake at MCHPP from the powerhouse to the MCHPP site boundary and the rehabilitation of the raw water transmission line from MCHPP to the White Plains Water Treatment Works;

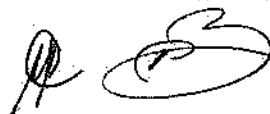


2. LEC Training Center Activity;
3. Establishment of an Independent Regulator Sub-Activity;
4. Institutional Strengthening for the Environmental Protection Agency Sub-Activity;
5. Portions of the Management Support to LEC Sub-Activity, specifically, managing relevant technical evaluation panels, and procuring and managing the CMC; and
6. Roads Project.

While MCA-Liberia is the accountable entity and Permitted Designee with respect to the Projects, Activities, and Sub-Activities listed above (the "non-LEC Activities"), this Agreement establishes an operational partnership to support implementation of the LEC Activities and defines MCA-Liberia and LEC's respective roles and responsibilities in implementing the LEC Activities. MCA-Liberia will enter into Implementing Entity Agreements with various Implementing Entities, including LEC, with respect to the implementation of the non-LEC Activities."

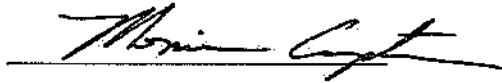
II. GENERAL PROVISIONS

1. This Amendment modifies the Agreement. This Amendment and the Agreement shall be interpreted and construed together as a single contract provided that in the event of any inconsistency between the Agreement and this Amendment, this Amendment shall take precedence.
2. Any clause in this Amendment that is not mentioned or referred to in the Agreement shall be deemed to be apply to the Agreement.
3. All other terms and conditions of the Agreement not expressly amended herein shall remain unchanged and in full force and effect.
4. References in the Agreement to "Agreement" shall be to the Agreement as amended by this Amendment.
5. The Parties, each acting through its duly authorized representative, have caused this Amendment to be executed in their names on the date indicated below (the "Effective Date").



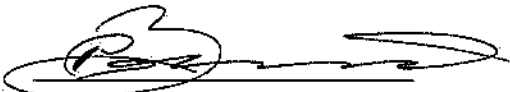
This First Amendment to the Agreement is duly signed below by the Parties.

Signed on this 5th day of July, 2018.



Monie R. Captan
CHIEF EXECUTIVE OFFICER
MCA-LIBERIA

Signed on this 5th day of July, 2018.



Archibald Bernard
CHAIRPERSON OF THE BOARD OF DIRECTORS
LIBERIA ELECTRICITY CORPORATION