Dr. Kenrick R. Leslie  
Executive Director  
Caribbean Community Climate Change Centre  
Second Floor  
Lawrence Nicholas Building  
PO Box 563  
Bliss Parade  
Belmopan City  
Belize

Re:  GEF Trust Fund No. TF056744  
(Implementation of Adaptation Measures in Coastal Zones)  
Amendment to the GEF Trust Fund Grant Agreement

Dear Sir:

Please refer to the Global Environmental Facility Trust Fund Grant Agreement ("GEF TF Grant Agreement") between the Caribbean Community Climate Change Center (the "Recipient") and the International Bank for Reconstruction and Development (the "Bank") acting as an Implementing Agency of the Global Environment Facility ("GEF"), dated October 3, 2006, with respect to the above-captioned Project.

Pursuant to your request under the letters dated July 1, 2010 and September 28, 2010, respectively, the Bank hereby agrees to amend the GEF TF Grant Agreement as follows:

1. The preamble to the Agreement is amended as follows:

   (a) by deleting paragraph (C) and renumbering paragraphs (D) and (E) as paragraphs (C) and (D) respectively.

   (b) paragraph (C) of the Preamble (as renumbered) is amended to read as follows:

   "(C) by an agreement dated July 11, 2006, as amended, between the Recipient and the Meteorological Research Institute of Japan ("MRI"), the MRI has agreed to provided assistance in the form of an in-kind contribution (estimated value in an amount equivalent to USD 600,000) ("MRI Contribution") to assist in the financing of Parts 1.1(b) and 2.1(a) of the Project on terms and conditions set forth in the agreement ("MRI Contribution Agreement"); and"
2. Schedule 1 to the GEF Trust Fund Grant Agreement is amended as follows:

(a) Part 2 of the Project is amended by: (i) deleting Part 2.7; and (ii) modifying Parts 2.1 and 2.6, respectively, to read as follows:

“2.1. Coordination and implementation of selected adaptation measures in five sites within the Participating Countries, including: (a) provision of required data by MRI for analyzing the pressure on biodiversity and land degradation from anticipated climate projections; and (b) carrying out of in-country coordination and supervision by each Participating Country on the implementation of the relevant adaptation measures in consultation with local communities.”

“2.6. Bequia (Saint Vincent and the Grenadines)

Establishment of an integrated ecosystem approach to climate change in the island of Bequia, including the implementation of adaptation measures to address fresh water needs and coastal vulnerabilities while reducing land degradation and protecting fragile biodiversity.”

(b) Part 3 of the Project is amended by deleting Parts 3.2, and renumbering Part 3.3 as 3.2.

(c) Part 4 of the Project is amended to read as follows:

“Part 4. Project Management

Supporting the management and coordination of Project activities, including the implementation of a monitoring system, development and implementation of a communication strategy, administrative and financial management, and annual audits, through the provision of technical advisory services and operating costs.”

3. Schedule 2 to the GEF TF Grant Agreement is amended as follows:

(a) Section I.A.1(g) is amended to read as follows:

“1. (g) for the purposes of carrying out the Project, the Participating Country concerned shall identify resources in connection with the implementation of the Project, in-kind or cash contribution, including the assignment of a national coordinator. The total contribution of the in-kind and cash contribution of the Participating Country concerned shall be adequate to cover the part of the concerned Participating Country’s commitment to complete the Project, but shall not exceed an amount equivalent to USD 500,000.”

(b) Section II.A.1 of Schedule 2 to the GEF TF Grant Agreement is amended by deleting sub-paragraphs (a) and (b), respectively, and replacing it with the following:

“1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable
to the World Bank. Each Project Report shall cover the period of six months, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.”

(c) The table set forth in Section IV.A.2 of Schedule 2 to the GEF TF Grant Agreement is deleted and replaced with the table set forth in the Attachment to this Amendment.

(d) Section IV.B.1(b) of Schedule 2 is amended by deleting the words, “by the IUCN Contribution.”

(e) Section IV.B.2 of Schedule 2 to the GEF TF Agreement is amended to read as follows:

“2. For the purpose of this Schedule the following terms have the meaning set forth herein:

(a) “Operating Costs” means the costs incurred by the Recipient, on account of the management, implementation and monitoring of the Project (which expenditure would not have been incurred absent of the Project), including the incremental costs of administrative, financial and procurement support under the Project, equipment lease and maintenance, office and scientific supplies and equipment, communications, vehicle fuel, bank charges, travel and per diem of Project staff, but excluding salaries of any permanent staff of the Recipient.

(b) “Workshop” means costs incurred by the Recipient, on account of approved workshops and seminars for the personnel of the Participating Countries involved in implementation of the Project, including travel and subsistence costs for the participants, costs associated with securing the services of presenters and workshop facilitators, rental of workshop facilities, preparation and reproduction of workshop materials, and other costs directly related to course preparation and implementation.”

(f) Section IV.B.3 of Schedule 2 to the GEF TF Grant Agreement is modified to read as follows:

“3. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is December 31, 2011.”

4. Section I of the Appendix to the GEF TF Agreement is amended as follows: (a) deleting from paragraph 7 the words, “IUCN”, (b) deleting from paragraph 8 the words, “IUCN Contribution Agreement”, and (c) deleting paragraph 10, and renumbering the subsequent paragraphs as 10 through 18.

All other provisions of the Agreement, as amended herein, shall remain in full force and effect.
Please confirm your agreement with the foregoing amendment by signing, dating and returning to the Bank the enclosed copy of this Amendment. This Amendment shall be executed in two counterparts, each of which shall be an original. The provisions of this Amendment shall become effective as of the date first above written, upon receipt by the Association of the countersigned Amendment.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as an Implementing Agency of the Global Environment Facility

By pp Christina Malmberg Calvo
   Yvonne M. Tsikata
   Director
   Caribbean Country Management Unit
   Latin America and the Caribbean Region

AGREED:

THE CARIBBEAN COMMUNITY

By:  Kenrick R. Leslie
      (Authorized Representative)

Title:  Executive Director

Date:  November 2, 2010
Copy:

Mr. Stephenson King  
Prime Minister and Minister for Finance  
Greamam Louisy  
Administrative Building  
Waterfront, Castries  
St. Lucia

Hon Dr. Ralph E. Gonsalves  
Prime Minister and Minister of Finance and Economic Development  
Administrative Center  
Kingstown  
St. Vincent and the Grenadines

Hon Roosevelt Skerrit  
Prime Minister and Minister of Finance and Social Security  
5th Floor, Financial Centre  
Kennedy Avenue, Roseau  
Commonwealth of Dominica
SCHEDULE 1

Withdrawal of the Proceeds of the Grant

The table below specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant 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 Grant allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, consultants’ services and Workshops for Part 1 of the Project (except Part 1.1(b) and 1.2(e))</td>
<td>365,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, consultants’ services and Workshops for Part 2 of the Project (except Part 2.1)</td>
<td>1,450,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, consultants’ services and Workshops for Part 3.1 and 3.2 of the Project</td>
<td>75,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Goods, consultants’ services and Operating Costs for Part 4 of the Project</td>
<td>210,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>2,100,000</td>
<td></td>
</tr>
</tbody>
</table>