Re: Haiti: Meeting Teacher Needs for Education For All Project (Grant No.H375-0-HT)  
Second Amendment to the Financing Agreement

Dear Minister:

We refer to the Financing Agreement (the Financing Agreement) between the Republic of Haiti (the Recipient) and the International Development Association (the Association), Grant No. H375-0-HT, dated July 2, 2008, as amended thereof.

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

Pursuant to your communication dated March 29, 2012 to the Association, we are pleased to inform you that the Association hereby agrees to amend the Financing Agreement as follows:

1. Part 2.3 of the Project described in Schedule 1 to the Financing Agreement is amended to read as follows:

   "2.3 The conclusion of PPAs between the Recipient and Beneficiary IFMs under specific performance-based terms and conditions for the carrying out of the ATTP, including the: (a) delivery of teacher preparation courses; (b) organization of practice teaching in selected schools to be carried out and supervised by regional and school-level Recipient education staff; (c) carrying out of studies, assessments and evaluation for the monitoring of the Beneficiary IFM-based training and the practice teaching; and (d) support the participation of student-teachers in institution-based training and practice teaching, through the provision of stipends."

2. The table set forth in Section IV.A.2 of Schedule 2 to the Financing Agreement is deleted and replaced in its entirety with the table set forth in Attachment 1 to this Second Amendment.

3. The date, June 30, 2012, is established as the Closing Date referred to in Section IV.B.2 of Schedule 2 to the Financing Agreement.
Attached please find a copy of the Restructuring Paper (which reflects the Project modifications that have been approved by the Association) for your records. The Restructuring Paper and the signed Second Amendment will be disclosed in accordance with the World Bank Policy on Access to Information.

Please confirm your agreement with the foregoing amendment by signing and dating this Second Amendment in the spaces provided below. The provisions set forth in this Second Amendment shall become effective as of the date of the countersignature and all other provisions of the Financing Agreement, except as amended through this Second Amendment shall remain in full force and effect. This Second Amendment shall be executed in two counterparts, each of which shall be an original. Upon confirmation, please return one fully executed original to us.

Sincerely yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By Alexandre Abrantes
Special Envoy
Latin America and the Caribbean Region

AGREED:

REPUBLIC OF HAITI

By: [Signature]
Authorized Representative

Name: MARIE CARMELLE JEAN-MARIE
Title: MINISTER OF ECONOMY AND FINANCE
Date: JUNE 4, 2012
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (including taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, Non-consultant services, consultants' services and Operating costs for Part 1 of the Project</td>
<td>53,516</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, Non-consultant services, consultants' services and Operating costs for Parts 2.1 and 2.2 of the Project</td>
<td>550,984</td>
<td>100%</td>
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<tr>
<td>(3) Eligible expenditures financed through PPAs under Part 2.3 of the Project</td>
<td>2,878,203</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Goods, Non-consultant services, consultants' services and Operating costs for Part 3 of the Project</td>
<td>297,297</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Unallocated</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>3,800,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
Cc and cleared with: C. Lee, Sector Manager (LCSHE); E. Mwenda, (LEGLA); S. Foronda (CTRDM); HaitiClearance

cc: Messrs./Mmes.: K. Hansen, C. Lee, J. Entwistle, P. Ramanantoanina, N. Yarrow, A. Musakova, A. Latortue (LCSHD); A. Abrantes, M. Keane, K. Watanabe, D. Ndikumana, A. Jasmin (LCCHT); F. Bessette, J. Akre (LCSFM); E. Mwenda, F. Altimari (LEGLA); M. Campos Parra Brasil, M. Tambuco (CTRLN); Y. Wottor (LCSPT); V. Hickey (ENV); LOA-LCR Service Account; WBDocs