H. E. Komi Koutche
Minister of Economy, Finance and Privatization Programs
Ministry of Economy, Finance and Privatization Programs
Cotonou
Republic of Benin

RE: Republic of Benin: Health System Performance Project
(Grant H564-BJ & Grant H763-BJ)

Amendment to the Financing Agreement

Excellency:

We refer to the Financing Agreement dated September 4, 2012, (the “Agreement”), between the Republic of Benin (the “Recipient”) and the International Development Association (“Association”) for the above-referenced project (the “Project”).

We also refer to your letter dated February 16, 2015, requesting specific amendments to the Agreement. Please note that capitalized terms used in this letter (the “Amendment Letter”) and not defined herein have the meaning ascribed to them in the Agreement.

We are pleased to inform you that the Association accedes to your request and proposes, through this Amendment Letter, to amend the Agreement as follows:

1. Part B.1 of Schedule 1 to the Agreement is amended to read as follows:

   “1. Development and implementation of a program to strengthen the process for identification of the Recipient’s poorest households for purposes of facilitating their access to health services, such program to include: (i) capacity building of community-based organizations (including women groups and community health insurance schemes) in each of the Targeted Areas; and (ii) development of adequate and standardized identification criteria.”.

2. Part B.2 of Schedule 1 to the Agreement is deleted in its entirety, and the following paragraphs are renumbered accordingly.

3. Section I.D.2(a) of Schedule 2 to the Agreement is amended to read as follows:

   “(a) the proposed Beneficiary is a public or a private non-profit health service provider or a private for profit health facility carrying out Maternal, Neonatal and
Child Health Services (as applicable) and involved in the financial or technical supervision of said activities:"

4. Part 1(B) of Section I.C of Schedule 2 to the Agreement is deleted in its entirety.

5. Section I.E.(a) of Schedule 2 to the Agreement is amended to read as follows:

"(a) The Recipient shall appoint and maintain a third-party verification consultant in accordance with the Procedures Manual and acceptable to the Association for the purposes of reviewing and verifying the results of: (i) Maternal, Neonatal and Child Health Services Subprojects to be carried out under Part A.1 of the Project.".

6. The table set forth under Section IV.A (2) of Schedule 2 to the Agreement is deleted in its entirety and replaced with the table as shown in the Attachment to this Amendment Letter.

7. The Definitions Section of the Appendix to the Agreement is amended to read as follows:

"3. "Beneficiary" means a Maternal, Neonatal and Child Health Service Beneficiary.".

"28. "RBF Grant" means a Maternal, Neonatal and Child Health Services Grant.".

"29. "RBF Grant Agreement" means a Maternal, Neonatal and Child Health Services Grant Agreement.".

"30. "Subproject" means a Maternal, Neonatal and Child Health Services Subproject.".

8. Paragraphs "7", "8", "9", "10" and "11" of the Definitions Section of the Appendix to the Agreement are deleted in their entirety and the following paragraphs renumbered accordingly.

Please confirm your agreement with the foregoing amendments by signing and dating this Amendment Letter in the spaces provided below. Henceforth, all other provisions of the Agreements not hereby amended shall remain in full force and effect. This Amendment Letter shall be executed in two counterparts each of which shall be an original.

[Remainder of page intentionally left blank]
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 Association of the countersigned original of this Amendment Letter.

Sincerely,

Ousmane Diagana
Country Director for Benin
Africa Region

Confirmed and Agreed:
Republic of Benin

By
Komi KOUTCHE
Name of Authorized Representative

Title

Date 15 MAI 2015
### SECTION IV.A.2 OF SCHEDULE 2 - REVISED TABLE

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Original Grant (H564-BJ) Allocated (expressed in SDR)</th>
<th>Amount of the Additional Grant (H763-BJ) Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, services and Operating Costs to be financed from the proceeds of Maternal, Neonatal and Child Health Services Grants under Parts A.1(I) and A.1(II) of the Project</td>
<td>2,000,000</td>
<td>0</td>
<td>21.43% of amounts of Maternal, Neonatal and Child and Children Health Services Grants disbursed</td>
</tr>
<tr>
<td>(2) Goods, services and Operating Costs to be financed from the proceeds of HEF Health Services Grants under Part B.2 of the Project</td>
<td>0</td>
<td>0</td>
<td>100% of amounts of HEF Health Services Grants disbursed¹</td>
</tr>
<tr>
<td>(3) Goods, consultants’ services, Training, and Operating Costs for Parts A.2, B.1, B.3, B.4 and B.5 and C of the Project</td>
<td>12,900,000</td>
<td>4,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Goods, services and Operating Costs to be financed from the proceeds of Maternal, Neonatal and Child Health Services Grants under Part A.1(III) of the Project</td>
<td>0</td>
<td>1,800,000</td>
<td>100% of amounts of Maternal, Neonatal and Child and Children Health Services Grants disbursed</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>14,900,000</td>
<td>6,500,000</td>
<td></td>
</tr>
</tbody>
</table>

¹ Please note that the HEF Health Services activities have been cancelled.