H.E. Marie Carmelle Jean-Marie  
Minister of Economy and Finance  
Ministry of Economy and Finance  
Republic of Haiti  
5, Avenue Charles Sumner  
Port-au-Prince, Haiti

Re: Haiti: Haiti Reconstruction Fund Grant Agreement-Grant No. TF099644  
(Port-au-Prince Neighborhood Housing Reconstruction Project)  
First Amendment to the Grant Agreement

Excellency:

We refer to the grant agreement between the Republic of Haiti (the Recipient) and the International Development Association ("World Bank"), acting as Partner Entity of the Haiti Reconstruction Fund, dated May 10, 2011, with regard to the above-captioned Project ("Agreement"). Please note that capitalized terms used in this letter ("Amendment Letter") and not defined herein have the meaning ascribed to them in the Agreement.

We also refer to your communication dated September 7, 2012 to the World Bank wherein a request is made to change the project development objectives to provide assistance to former renters to enable them to leave the camps and return to improved living conditions. We are pleased to inform you that the World Bank proposes, through this Amendment Letter, to amend the Agreement as follows:

1. The Project objective in the first paragraph of Schedule 1 to the Agreement is deleted in its entirety and amended to read as follows:

   "Project Description. The objective of the Project is to help residents of Selected Port-au-Prince Neighborhoods severely affected by the Earthquake return to their communities by supporting them to repair and/or reconstruct their houses and/or return to improved housing conditions and improving basic community service infrastructure."

2. The title of Part A of Schedule 1 to the Agreement is deleted in its entirety and amended to read as follows:

   "Part A. Debris Removal and Housing Repair and Reconstruction and Return Assistance Activities"
3. Part A.2 of Schedule 1 to the Agreement is deleted in its entirety and amended to read as follows:

   "2. Provision of support to residents of Selected Port-au-Prince Neighborhoods to carry out: (a) the repair and/or retrofitting of Yellow-tagged Houses and Buildings, through the hiring of local contractors; or (b) the on-site reconstruction of Red-tagged Houses and Buildings, and houses unfit for repair in economical conditions, through the provision of Cash Grants to Beneficiaries or the hiring of local contractors under the supervision of PMCs; or (c) the provision of Return Cash Grant to allow Beneficiaries to move to neighborhoods with superior living conditions."

4. Part A.3 (vii) of Schedule 1 to the Agreement is deleted in its entirety and amended to read as follows:

   "3. (vii) the supervision of housing repair and/or reconstruction or return activities."

5. Section I.A.3 of Schedule 2 to the Agreement shall be deleted in its entirety.

6. Section I.A.4 of Schedule 2 to the Agreement is deleted in its entirety and amended to read as follows:

   "4. The Recipient shall ensure that CRCs are established and maintained for the duration of the Project, with the following responsibilities, including, *inter alia*: (i) providing technical advice for housing repair and/or reconstruction and/or return activities; (ii) supporting the identification and preparation of community infrastructure improvements under Part B of the Project; (iii) supporting the planning and coordination for debris removal under Part A.1 (i) of the Project; (iv) supporting the coordination and implementation of urban planning and community-based mapping exercises under Part A.3(i) of the Project; (v) providing responses to social and legal issues; (vi) receiving, reviewing and approving Reconstruction and Return Subprojects in accordance with the criteria as set forth in the Operational Manual; and (vii) carrying out of a site visit for purposes of assisting the Beneficiaries on, *inter alia*, finalizing: (A) the technical designs of the approved Reconstruction Subproject; (B) the methods and schedule of work implementation, the arrangements for work supervision by CRC; and (C) the technical inspection of rental units and grant disbursement arrangements for the pertinent Cash Grant."

7. The title of Section I.D of Schedule 2 to the Agreement is deleted in its entirety and amended to read as follows:

   "D. Reconstruction and Return Subprojects and Reconstruction and Return Cash Grant Agreements"

8. The reference to "Reconstruction Subprojects" in Sections I.C.1, I.D.1, I.D.1 (a), (b) and (c), I.D.2 (b) (ii) (A), I.E.1 (a) and (b) and I.E.3 of Schedule 2 to the Agreement shall be replaced with "Reconstruction or Return Subprojects."

9. The reference to "Reconstruction Cash Grant Agreements" in Sections I.C (f), I.D.2 and I.D.2 (b) (i), I.D.3 and I.F.1 (d) of Schedule 2 to the Agreement shall be replaced with "Reconstruction or Return Cash Grant Agreement."
10. Section I.C.2 (g) of Schedule 2 to the Agreement shall be deleted in its entirety and amended to read as follows:

"the obligation of the PMC to ensure that the Reconstruction Subprojects fully satisfy the requirements of the Recipient's seismic building code and all other Recipient's construction regulations and that rental units fulfill the technical criteria as set forth in the Operational Manual."

11. Section I.D.2 (b) (ii) (C) through (H) of Schedule 2 to the Agreement shall be deleted in their entirety.

12. Section III.B.2 (e) of Schedule 2 to the Agreement shall be deleted in its entirety and amended to read as follows:

"(e) Procurement from UNOPS and UN-Habitat and other UN agencies."

13. A new Sub-section (h) shall be added to Section III.C.2 of Schedule 2 to the Agreement to read as follows:

"(h) Procurement from UNOPS and UN-Habitat and other UN agencies."

14. The table set forth in Section IV.A.2 of Schedule 2 to the Agreement is deleted in its entirety and amended as set forth in the Annex to the Amendment Letter.

15. Paragraph 7 of the Appendix to the Agreement shall be deleted in its entirety and amended to read as follows:

"7. "Cash Grant” means a grant made or to be made out of the proceeds of the Grant to a Beneficiary to finance the carrying out of a Reconstruction or Return Subproject, all in accordance with the criteria and terms and conditions set forth in the Operational Manual."

16. A new paragraph 37 bis shall be added to the Appendix of the Agreement to read as follows:

"37 bis. "Return Cash Grant Agreement” means any of the agreements referred to in Section I.D.2 of Schedule 2 to this Agreement."

17. A new paragraph 37 ter shall be added to the Appendix of the Agreement to read as follows:

"37 ter. "Return Subproject” means any of the agreements referred to in Section I.D.2 of Schedule 2 to the Agreement."
Please confirm your agreement with the foregoing amendment by signing and dating this Amendment Letter in the spaces provided below. Thenceforward, the provisions set forth in this amendment letter shall become effective as of the date of the countersignature and all other provisions of the Grant 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.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION
Acting as Partner Entity for the Haiti Reconstruction Fund

By

[Signature]

Alexandre Abrantes
Special Envoy to Haiti
Latin America and the Caribbean Region

AGREED:

REPUBLIC OF HAITI

By:

[Signature]

Authorized Representative

Name: MARIE CARMELLE JEAN MARIE

Title: MINISTER OF ECONOMY & FINANCE

Date: 27 NOVEMBER 2012
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<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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