June 12, 2012

Mr. Marcel Pissani  
Chief of Mission  
International Organization for Migrations  
Carrera 16 No. 93A-43  
P.O. Box 253200  
Bogotá, Colombia

Dr. Jesus Ricardo Sabogal  
Director General  
Unidad Administrativa Especial de Gestión de Restitución de Tierras Despojadas  
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Edificio Bachue, Oficina 702  
Bogotá, Colombia

Dr. Bruce MacMaster  
Director General  
Departamento para la Prosperidad Social  
(formerly Agencia Presidencial para la Acción Social y la Cooperación Internacional)  
Presidencia de la Republica  
Bogotá, Colombia

Re: Colombia: SPF Trust Fund Grant for Protection of Land and Patrimony of Internally Displaced Persons Project – Phase III Grant No. TF094596  
First Amendment to the Grant Agreement

Dear Sirs:

We refer to the Trust Fund Grant Agreement (“Grant Agreement”) entered into between the International Bank for Reconstruction and Development (“World Bank”) acting as Administrator of grant funds provided under the State and Peace-Building Fund and the International Organization for Migrations (IOM) (“Recipient”) for the benefit of the Republic of Colombia (“Member Country” and “Beneficiary”), represented here by the Agencia Presidencial por la Acción Social y la Cooperación Internacional (Acción Social) on behalf of the Republic of Colombia (“Beneficiary”) dated October 5, 2009. Capitalized terms used in this letter (Amendment Letter) and not defined herein have the meaning ascribed to them in the Grant Agreement.

In response to the request made in the letter dated February 24, 2012 from the International Organization for Migrations and Departamento para la Prosperidad Social (formerly Acción Social) and received on March 15, 2012, the Bank is pleased to agree to the request to reflect the recent change of the Project Implementing Entity, establishing Unidad Administrativa Especial de Gestión de Restitución de Tierras Despojadas as the new Project Implementing Entity, and to a reallocation of the grant funds, and consequently proposes to amend the Grant Agreement as follows:
A. In the Annex to the Grant Agreement the following changes are made:

1. Definition (e) of Section 1.02 in Article I is deleted and replaced by the following new definition:

   "(e) "PIE" means Unidad Administrativa Especial de Gestión de Restitución de Tierras Despojadas an entity created by the Beneficiary’s Law 1448 of June 10, 2012 and Decree 4801 on December 20, 2011."

2. Definition (f) of Section 1.02 in Article I is deleted in its entirety and the existing definitions are consequently renumbered to keep the alphabetical order.

3. Definition (h) of Section 1.02 in Article I is deleted and replaced by the following new definition:

   "(h) "Steering Committee" means the steering committee established by The Victims Law of Colombia, Article 107 with the composition set out therein."

4. The words "Acción Social" in Component 6(v) of Section 2.01 in Article II are deleted and replaced by "Unidad Administrativa Especial de Gestión de Restitución de Tierras Despojadas."

5. The words "Acción Social" in Section 2.02 in Article II are deleted and replaced by "Unidad Administrativa Especial de Gestión de Restitución de Tierras Despojadas."

6. Section 2.02 (d) in Article II is amended to read as follows:

   "; (d) the Subsidiary Agreement between Acción Social and Recipient, as amended by Otrosi entered into between Unidad Administrativa Especial de Gestión de Restitución de Tierras Despojadas and the Recipient to reflect that the Unidad Administrativa Especial de Gestión de Restitución de Tierras Despojadas is now the PIE for the Project."

7. Section 2.03 (d) of Article II is deleted in its entirety and sub-section (e) is re-numbered as (d).

8. The table set forth in Section 3.01 of Article III is replaced by the new table set forth in the Annex to this Amendment Letter.

All provisions of the Grant Agreement, except as amended herein, shall remain in full force and effect.

By signing and entering into this Amendment Letter Unidad Administrativa Especial de Gestión de Restitución de Tierras Despojadas agrees to be bound by all terms and conditions and the obligations, duties and responsibilities of the PIE under the Grant Agreement in the same manner as if the same were fully set forth in this Amendment Letter.
This Amendment Letter shall become effective on receipt by the Bank of:

(a) a legal opinion, satisfactory to the Bank, that this Amendment Letter and the Otrosi amending the Subsidiary Agreement have been duly entered into by Unidad Administrativa Especial de Gestión de Restitución de Tierras Despojadas, that any government and/or corporate acts that may be necessary in accordance with the laws of Colombia have been taken, and that this Amendment Letter and the Otrosi and amended Subsidiary Agreement are legally valid, binding and enforceable in accordance with the laws of Colombia;

(b) a copy of the duly executed Otrosi amending the Subsidiary Agreement between IOM and Unidad Administrativa Especial de Gestión de Restitución de Tierras Despojadas; and

(c) evidence, satisfactory to the Bank that the Operations Manual has been duly updated by Unidad Administrativa Especial de Gestión de Restitución de Tierras Despojadas.

The Bank will notify IOM and Unidad Administrativa Especial de Gestión de Restitución de Tierras Despojadas when the effectiveness conditions have been met.

Please confirm your agreement with the foregoing amendment by signing and dating this Amendment Letter in the spaces provided below. This Amendment Letter shall be executed in four counterparts, each of which shall be an original. Upon confirmation please return one fully executed original to us.

Yours Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT acting as Administrator of SPF Grant Funds

By 
Gloria M. Grandolini
Director
Colombia and Mexico
Latin America and Caribbean Region

Agreed on behalf of IOM

By: 
Authorized Representative

Name: Marcelo Pissani
Title: Chief of Mission
Date: September 21, 2012
Agreed on behalf of Unidad Administrativa Especial de Gestión de Restitución de Tierras Despojadas

By: [Signature]  
Authorized Representative

Name: Ricardo Sabogal  
Title: Director General  
Date: September 21, 2012

Agreed on behalf of Departamento para la Prosperidad Social (formerly Agencia Presidencial para la Acción Social y la Cooperación Internacional)

By: [Signature]  
Authorized Representative

Name: Bruce MacMaster  
Title: Director General  
Date: September 20, 2012
### Annex

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (in US$)</th>
<th>% of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Consultants’ services</td>
<td>3,423,320</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods</td>
<td>344,700</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Training and workshops</td>
<td>400,750</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Operating costs</td>
<td>381,230</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Non-consultant services</td>
<td>450,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>5,000,000</td>
<td></td>
</tr>
</tbody>
</table>