

PEDRO L. RODRIGUEZ Acting Country Director Central America Countries Latin America and the Caribbean Region

Date: 25-Jul-2024

His Excellency Jerson Posada Minister of Finance Ministry of Finance San Salvador Republic of El Salvador

> Re: Republic of El Salvador: Loan No. 8948-SV El Salvador Local Economic Resilience Project Second Amendment to the Loan Agreement

### Excellency:

We refer to the Loan Agreement between the Republic of El Salvador ("Borrower") and the International Bank for Reconstruction and Development ("Bank") for the El Salvador Local Economic Resilience Project ("Project") dated May 24, 2021, as amended ("Loan Agreement"). The capitalized terms used in this letter ("Amendment Letter") and not defined herein have the respective meanings ascribed to them in the Loan Agreement.

We also refer to the Borrower's letter dated April 30, 2024 requesting the Bank to amend the Loan Agreement to: (a) introduce a new part under the Project description and a corresponding Category of Eligible Expenditures in the disbursement table; (b) transfer implementation responsibilities for Part 2 of the Project to a new implementing entity; (c) cancel part of the Project proceeds of the Loan; and (d) reallocate the proceeds of the Loan among the Categories of Eligible Expenditures.

We are pleased to inform you that the Bank concurs with your request, and therefore amends the Loan Agreement as follows:

- 1. Article 3.01 of the Loan Agreement is hereby amended to read as follows:
  - "3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall: (a) through MoF, cause Parts 1, 3 and 5 of the Project to be carried out by the *Dirección National de Obras Municipales* ("DOM"); (b) through MOPT, carry out Parts 2 and 6 of the Project; and (c) carry out Part 4 of the Project through the Participating Institutions; all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement."

- 2. Paragraph 5.1 of Schedule 1 to the Loan Agreement is hereby amended to read as follows:
  - "5.1 Provision of support to the DOM for the coordination and implementation of Parts 1, 3, and 5 of the Project, including, *inter alia*, the financing of Operating Costs, the carrying out of Project audits, monitoring, and evaluation activities, impact evaluations and the development and implementation of a communications strategy."
- 3. Paragraph 5.3 of Schedule 1 to the Loan Agreement is hereby amended to read as follows:
  - "5.3 Development and implementation of a citizen engagement digital platform with respect to activities carried out under Part 1 of the Project."
- 4. A new part is added under Schedule 1 to the Loan Agreement to read as follows:

#### "Part 6: Support Project Management and Implementation for the MOPT

- 6.1 Provision of support to the MOPT for the coordination and implementation of Parts 2 and 6 of the Project, including, *inter alia*, the financing of Operating Costs, the carrying out of Project audits, monitoring and evaluation activities, impact evaluations and the development and implementation of a communications strategy.
- 6.2 Development and implementation of a citizen engagement digital platform with respect to activities carried out under Part 2 of the Project."
- 5. Section I.A.1 of Schedule 2 to the Loan Agreement is hereby amended to read as follows:
  - "1. Without limitation to the provisions of Section 3.01 of this Agreement, and for purposes of carrying out Parts 1, 3, and 5 of the Project, the Borrower, through MoF, shall make the proceeds of the Loan available to DOM under a subsidiary agreement ("Subsidiary Agreement") between the Borrower, through MoF, and DOM, under terms and conditions approved by the Bank, which shall include, *inter alia*, the following:
    - (a) the obligation of the Borrower: (i) to promptly disburse to the DOM the proceeds of the Loan in a manner acceptable to the Bank; and (ii) the right of the Borrower, through MoF, to take adequate remedial actions against DOM in case DOM shall have failed to comply with any of its obligations under the Subsidiary Agreement; and
    - (b) the obligation of DOM to:
      - (i) carry out Parts 1, 3 and 5 of the Project in accordance with the provisions of this Schedule and Section V of the General Conditions;
      - (ii) ensure that Parts 1, 3 and 5 of the Project are carried out in accordance with the provisions of the Anti-Corruption Guidelines;

- (iii) not assign, amend, terminate, abrogate, repeal, waive, or fail to enforce the Subsidiary Agreement or any provision thereof, unless previously agreed with the Bank;
- (iv) take or permit to be taken all action to enable the Borrower to comply with its obligations set forth in this Agreement; and
- (v) maintain, at all times during Project implementation, a dedicated unit for Project execution ("PIU-DOM"), with structure, functions, and responsibilities acceptable to the Bank, as set forth in the Operational Manual, including, *inter alia*, the responsibility of the PIU-DOM to implement, monitor and supervise the carrying out of Parts 1, 3 and 5 of the Project (including its financial, procurement and safeguards aspects)."
- 6. A new paragraph is added under Section I.A of Schedule 2 to the Loan Agreement to read as follows:
  - "4. To facilitate the implementation of Parts 2 and 6 of the Project, the Borrower, through MOPT, shall:
    - (a) maintain within MOPT a Project Implementation Unit ("MOPT-PIU"), with functions, responsibilities, and composition acceptable to the Bank, including fiduciary functions and staffing (including *inter alia*, procurement and financial management specialists), as set forth in the Operational Manual; and
    - (b) no later than three (3) months from the effectiveness of this Amendment Letter, hire the following staff: (i) an engineer; (ii) a social specialist; (iii) an environmental specialist; (iv) an architect; (v) a financial specialist; and (vi) a procurement specialist all under terms of reference, qualifications, and experience acceptable to the Bank."
- 7. Sections I.B.1(a) and (b) of Schedule 2 to the Loan Agreement are hereby amended to read as follows:
  - "1. Prior to the carrying out of a Municipal Subproject, the Borrower, through MoF, shall cause DOM to enter into an agreement with the participating Municipality (the "Municipal Framework Agreement") under terms and conditions acceptable to the Bank, which shall include, *inter alia*:
    - (a) the obligation of DOM to:
      - (i) upon compliance by the Municipality with the conditions set forth in the Operational Manual, procure the goods, works, and services for the execution of the selected Municipal Subproject in accordance with the provisions of this Agreement and the Procurement Regulations; and
      - (ii) comply with its obligations referred to in the Loan Agreement, as applicable to Part 1 of the Project (as the case may be); and

- (b) DOM's right to take adequate remedial actions against the corresponding Municipality in case it shall have failed to comply with any of its obligations under the Municipal Framework Agreement (which actions shall previously be agreed with the Bank);"
- 8. Section I.B.1(c)(vi) of Schedule 2 to the Loan Agreement is hereby amended to read as follows:
  - "(vi) take or permit to be taken all action to enable DOM to comply with its obligations referred to in this Agreement, as applicable to the carrying out of the pertinent Municipal Subproject."
- 9. Section I.B.2 of Schedule 2 to the Loan Agreement is hereby amended to read as follows:
  - "2. The Borrower shall cause DOM to exercise its rights and carry out its obligations under each Municipal Framework Agreement in such a manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall cause DOM not to assign, amend, abrogate, or waive any Municipal Framework Agreement or any of its provisions."
- 10. Sections I.B.4 of Schedule 2 to the Loan Agreement is hereby amended to read as follows:
  - "4. Prior to the carrying out of a Regional-Scope Subproject, the Borrower shall, through MOPT, enter into an agreement with the pertinent Participating Eligible Municipality (the "Regional-Scope Agreement") under terms and conditions acceptable to the Bank, which shall include, *inter alia*:
    - (a) the obligation of MOPT to:
      - (i) procure the goods, works, and services for the execution of the selected Regional-Scope Subproject in accordance with the provisions of the Procurement Regulations; and
      - (ii) comply with its obligations referred to in the Loan Agreement, as applicable to Part 2 of the Project (as the case may be);
    - (b) MOPT's right to take adequate remedial actions against the corresponding Participating Eligible Municipality in case it shall have failed to comply with any of its obligations under the Regional-Scope Agreement (which actions shall previously be agreed with the Bank); and
    - (c) the obligation of each Participating Eligible Municipality to:
      - (i) upon approval of any given Regional-Scope Subproject according to the criteria and procedures set forth in the Operational Manual, cooperate in order that said Regional-Scope Subproject be implemented with due diligence and efficiency in accordance with the applicable provisions of this Agreement, the Anti-Corruption Guidelines, the Operational Manual, and the Safeguard

Instruments, and to provide, as promptly as needed, any facilities, services, and other assistance needed or appropriate to carry out the corresponding Regional-Scope Subproject;

- (ii) once the pertinent Regional-Scope Subproject has been carried out as set forth in this Agreement, operate and maintain the investments supported under said Regional-Scope Subproject, with due diligence and efficiency, and in conformity with appropriate administrative, technical, financial, economic, environmental, and social standards and practices, and the applicable provisions of this Agreement;
- (iii) not to assign, amend, terminate, abrogate, repeal, waive, or fail to enforce the Regional-Scope Agreement or any provision thereof unless previously agreed by the Bank;
- (iv) if applicable, to comply, or caused to be complied, with the obligations referred to in Sections 5.04, 5.05, 5.06, 5.07, and 5.10 of the General Conditions (relating to insurance, land acquisition, use of goods, works and services, and maintenance of facilities, plans, documents and records, cooperation and consultation, and visits, respectively) in respect of the pertinent Regional-Scope Subproject; and
- (v) to take or permit to be taken all action to enable MOPT to comply with its obligations referred to in this Agreement, as applicable to the carrying out of the pertinent Regional-Scope Subproject."
- 11. Section I.B.5 of Schedule 2 to the Loan Agreement is hereby amended to read as follows:
  - "5. The Borrower shall, through MOPT, exercise its rights and carry out its obligations under each Regional-Scope Agreement in such a manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower, through MOPT, shall not to assign, amend, abrogate, or waive any Regional-Scope Agreement or any of its provisions."
- 12. Section I.C of Schedule 2 to the Loan Agreement is hereby amended to read as follows:

#### "C. Operational Manual.

1. Without limitation to the provisions of Section 3.01 of this Agreement, the Borrower, through MoF and MOPT shall carry out, and through MoF, cause DOM: to carry out the Project, all in accordance with the provisions of a manual (the "Operational Manual"), acceptable to the Bank, which shall include, *inter alia*: (i) the procedures for the carrying out, monitoring, and evaluation of the Project; (ii) the organizational structure of the Project, including the functions and responsibilities of the MOPT-PIU, the PIU-DOM and the Project Steering Committee; (iii) the Project procurement and financial management requirements and procedures; (iv) the Project's chart of accounts and internal controls; (v) the indicators to be used for Project monitoring and evaluation; (vi) the eligibility

criteria and the detailed procedure for the selection of Municipal Subprojects and Regional-Scope Subprojects (including the list of minimum conditions and incremental goals on areas of institutional performance for Municipal Subprojects); (vii) a model Municipal Framework Agreement and a model Regional-Scope Agreement; (viii) the procedure and requirements for Municipal Subprojects and Regional-Scope Subprojects design and implementation; and (ix) the CER Annex.

- 2. Except as the Bank shall otherwise agree, the Borrower, through MoF and MOPT, shall not, and through MoF shall cause DOM not to amend, terminate, or waive the Operational Manual or any of its provisions. In case of any conflict among the terms of the Operational Manual and those of this Agreement, the terms of this Agreement shall prevail."
- 13. Section I.D of Schedule 2 to the Loan Agreement is hereby amended to read as follows:

## "D. Safeguards.

- 1. The Borrower, through MoF and MOPT shall ensure, and through MoF shall cause DOM to ensure that:
  - (b) the Project is carried out with due regard to appropriate health, safety, social, and environmental standards and practices, and in accordance with the Safeguards Instruments;
  - (b) for each activity under the Project for which the ESMF, and the RPF provide for the preparation of an ESIA, an ESMP, and/or a RAP: (i) proceed to have such ESIA, ESMP, and/or RAP, as appropriate: (A) prepared and disclosed in accordance with the ESMF and the RPF, respectively; (B) consulted upon adequately with people affected by the Project as per the ESMF and the RPF, respectively, and submitted to the Bank for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and (ii) take all measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESIA, ESMP, and/or RAP in a manner satisfactory to the Bank;
  - take all measures to implement the RAPs in a manner and timeframe satisfactory to the Bank. To this end, the Borrower, through MoF and MOPT shall ensure, and through MoF cause DOM to ensure, that: (i) funds are made available to cover all the costs of implementing the RAPs; (ii) prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost, resettled and provided with assistance in accordance with the RAPs, as applicable; and (iii) the implementation, monitoring, and evaluation of such RAPs is completed and reported in a manner satisfactory to the Bank; and
  - (d) for each activity under the Project for which the IPPF provides for the preparation of an IPP: (i) proceed to have such IPP: (A) prepared and disclosed in accordance with the IPPF; (B) consulted upon adequately, and submitted to the Bank for review and approval; and (C) thereafter, adopted, prior to the implementation of the activity; and (ii) take all

measures as shall be necessary or appropriate to ensure compliance with the requirements of such IPP in a manner satisfactory to the Bank.

- 2. The Borrower, through MoF and MOPT shall ensure, and through MoF shall cause DOM to ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors, and supervising entities to: (a) comply with the relevant aspects of Safeguard Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx; and (c) adopt and enforce standards of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, gender-based violence, and violence against children and women; all as applicable to such civil works commissioned or carried out pursuant to said contracts.
- 3. The Borrower, through MoF and MOPT shall ensure, and through MoF shall cause DOM to ensure that the Project does not include any activities and expenditures on the negative list set forth in the ESMF.
- 4. Except as the Bank shall otherwise agree, the Borrower, through MoF and MOPT shall ensure, and through MoF shall cause DOM to ensure that none of the provisions of the Safeguard Instruments is abrogated, amended, repealed, suspended, or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 5. The Borrower, through MoF and MOPT shall ensure, and through MoF shall cause DOM to ensure that: (a) all consultancies related to technical assistance, design, and capacity building under the Project, the application of whose results could have environmental, social, and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Bank; and (b) such terms of reference shall require the technical assistance, design, and capacity building activities to take into account the requirements of the applicable Safeguards Policies and EHS Guidelines.
- 6. Without limitation upon its other reporting obligations under this Agreement, the Borrower, through MoF and MOPT shall, and through MoF shall cause DOM to: (a) take all measures necessary on its part to regularly collect, compile, and submit to the Bank, as part of the Project Reports, and promptly in a separate report whenever the Bank may require, information on the status of compliance with the Safeguards Instruments, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguards Instruments; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; (b) promptly furnish to the Bank a copy of each progress report prepared and submitted by any entity (including any engineer) supervising the Project's civil works, the Project's contractors and/or subcontractors; and (c) promptly notify the Bank of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, inter alia, explosions, spills, any workplace accidents that result in death, serious or multiple injury, or pollution.

- 7. The Borrower, through MoF and MOPT shall, and through MoF shall cause DOM to, maintain and publicize, throughout Project implementation, the availability of a grievance mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank."
- 14. Section II of Schedule 2 to the Loan Agreement is hereby amended to read as follows:

## "Section II. Project Monitoring Reporting and Evaluation

The Borrower, through MoF and MOPT shall, and through MoF shall cause DOM to, furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester."

15. The withdrawal table under Section III.A of Schedule 2 to the Loan Agreement is hereby amended to read in its entirety as follows:

"Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non- consulting services, and consulting services under Part 1 of the Project	16,000,000	100%
(2) Goods, works, non- consulting services, and consulting services under Part 2 of the Project	104,000,000	100%
(3) Goods, works, non- consulting services, consulting services, Training, and Operating Costs under Part 3 of the Project	10,000,000	100%
(4) Emergency Expenditures under Part 4 of the Project	10,000,000	100%
(5) Goods, non-consulting services, consulting services, Training, and Operating Costs under Part 5 of the Project	4,750,000	100%

(6) Front-end Fee	500,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07(b) of the General Conditions
(7) Goods, non-consulting services, consulting services, Training, and Operating Costs under Part 6 of the Project	4,750,000	100%
(8) Cancellation as of April 30, 2024	50,000,000	
TOTAL AMOUNT	200,000,000"	

16. The Appendix to the Loan Agreement is hereby amended by deleting the following terms and definitions. Consequently, the subsequent definitions are renumbered accordingly:

"MOPTVDU" means *Ministerio de Obras Públicas, Transporte, y de Vivienda y Desarrollo Urbano*, the Borrower's Ministry of Public Works, Transport, Habitat and Urban Development, or any successor thereto acceptable to the Bank.

"PIU-FISDL" means the Project coordination team referred to under Section I.A.1(b)(v) of Schedule 2 to this Agreement.

"Project Implementing Entity" means *Fondo de Inversión Social para el Desarrollo Local de El Salvador* (FISDL), the Borrower's Social Investment Fund for Local Development or any successor thereto acceptable to the Bank.

17. The Appendix to the Loan Agreement is hereby amended to amend the following definitions to read in their entirety as follows:

""Environmental and Social Impact Assessment" or "ESIA" means any environmental and social impact assessment to be prepared for civil works to be carried out under the Project, in accordance with the ESMF, and in a manner acceptable to the Bank setting out details of potential environmental and social risks, including risks of gender-based violence and sexual exploitation and abuse, and adverse impacts associated with any Project activities, together with an environmental and social management plan defining measures to manage such risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse, procedural, budget, and institutional arrangements and actions needed to implement these measures and including any schedules to such assessment, and as such assessment may be amended by the MOPT and/or DOM from time to time, with the prior written approval of the Bank; "ESIAs" means, collectively, all such ESIAs."

"Environmental and Social Management Framework" or "ESMF" means the framework prepared and adopted by the MOPT and DOM, satisfactory to the Bank, dated July 14, 2022, disclosed in the Bank's website on July 26, 2022, setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental,

social, health, and safety risks, including the risks of gender-based violence and sexual exploitation and abuse, and impacts of the Project activities, and to adopt measures to avoid, reduce, mitigate, or offset environmental and social adverse risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse, procedural, budget, and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Projects' risks and impacts; as well as for the preparation of ESIAs and ESMPs, as such framework may be amended by MOPT and/or DOM from time to time, with the prior written agreement of the Bank."

""Environmental and Social Management Plan" or "ESMP" means any environmental and social management plan to be prepared for civil works to be carried out under the Project, in accordance with the ESMF, and in a manner acceptable to the Bank, which details: (a) the measures to be taken during the implementation of the Project to avoid, minimize, mitigate, or offset adverse environmental, social, health, and safety risks and impacts; (b) the measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse; and (c) the procedural, budget, and institutional arrangements and actions needed to implement these measures, including any schedules to such plan, and as such plan may be amended by MOPT and/or DOM from time to time, with the prior written approval of the Bank; and "ESMPs" means, collectively, all such ESMPs."

""Indigenous Peoples Planning Framework" or "IPPF" means the framework prepared and adopted by MOPT and DOM, satisfactory to the Bank, dated June 30, 2022 and disclosed on the Bank's website on August 3, 2022, which sets out the principles, organizational arrangements (including consultation, budget, and disclosure), and design criteria to be applied to Project activities which affect indigenous peoples, including the preparation of IPPs, as such framework may be amended from time to time with the prior written agreement of the Bank."

""Operating Costs" means the reasonable costs, as shall have been approved by the Bank, for the incremental expenses incurred on account of Project implementation (other than those for consulting services and non-consulting services), including office equipment and computer maintenance, vehicle operation and maintenance, communication and insurance costs, office administration costs, office supplies, utilities, travel and *per diem* of DOM's and MOPT's staff for travel linked to the implementation of the Project, (but excluding consulting services and salaries of officials of the Borrower's civil service), all as approved by the Bank."

""Operational Manual" means the manual to be prepared and adopted by MOPT and DOM in accordance with Section I.C of Schedule 2 to this Agreement."

""Participating Institutions" means MAG, MIGOBDT and/or MOPT, and/or any other Borrower's institution, in addition or substitution therefore, as the Borrower and the Bank shall agree to carry out Part 4 of the Project in accordance with the provisions of the CER Annex."

""Resettlement Policy Framework" or "RPF" means the framework prepared and adopted by MOPT and DOM, satisfactory to the Bank, dated June 30, 2022, and disclosed on the Bank's website on August 3, 2022, which sets out the resettlement principles, guidelines, organizational arrangements (including consultation and budget), and design criteria for the preparation of RAPs under the Project, as such framework may be amended from time to time with the prior written agreement of the Bank."

18. The Appendix to the Loan Agreement is hereby amended by adding and placing in alphabetical order the following terms and definitions (and, as a result, the remaining terms and definitions are renumbered to maintain alphabetical order):

""DOM" means *Dirección National de Obras Municipales*, the Borrower's National Directorate of Municipal Works, established and governed pursuant to the Borrower's Law-Decree No. 210, published in the Borrower's Official Gazette No. 433 dated November 17, 2021, and any successor thereto, acceptable to the Bank. Consequently, all references to "Project Implementing Entity" in the Loan Agreement, are hereby amended *mutatis mutandis* to read "DOM"."

""PIU-DOM" means the unit referred to in Section I.A.1(b)(v) of Schedule 2 to this Agreement, or any other successor thereto acceptable to the Bank. Consequently, all references to "PIU-FISDL" in the Loan Agreement, are hereby amended *mutatis mutandis* to read "PIU-DOM"."

""MOPT" means *Ministerio de Obras Públicas y Transporte*, the Borrower's Ministry of Public Works and Transport, or any successor thereto acceptable to the Bank. Consequently, all references to "MOPTVDU" in the Loan Agreement, are hereby amended *mutatis mutandis* to read "MOPT"."

""MOPT-PIU" means the unit referred to in Section I.A.4(a) of Schedule 2 to this Agreement, or any other successor thereto acceptable to the Bank."

""Subsidiary Agreement" means the agreement entered into between the Borrower, through MoF, and DOM, acceptable to the Bank, referred to in Section I.A.1 of Schedule 2 to the Loan Agreement, as the same may be amended from time to time, with the agreement of the Bank."

Except as specifically amended herein, all other terms and conditions of the Loan Agreement shall remain in full force and effect.

Please confirm your agreement with the foregoing, on behalf of the Borrower, by signing and dating this Amendment Letter in the spaces provided below. This Amendment Letter shall be executed in two (2) counterparts each of which shall be an original. This Amendment Letter will become effective upon: (a) receipt by the Bank of one fully executed original of this Amendment Letter; (b) receipt by the Bank of evidence, satisfactory to the Bank, that the Subsidiary Agreement, under terms and conditions acceptable to the Bank, has been executed and is legally binding upon the Borrower and DOM in accordance with its terms; (c) receipt by the Bank of evidence, satisfactory to the Bank, that the Operational Manual referred to in Section I.C of Schedule 2 to the Loan Agreement has been updated and adopted in a manner satisfactory to the Bank; (d) receipt by the Bank of evidence, satisfactory to the Bank, that at least one Regional-Scope Agreement has been entered into between the MOPT and a Participating Eligible Municipality; and (e) the Bank's dispatch of the notice to the Borrower confirming the fulfillment of the aforementioned conditions and declaring the effectiveness of the Amendment Letter.

Please also note that the Restructuring Paper dated July 22, 2024, will be disclosed on the Bank's external website.

Sincerely,

# INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Pedro L. Rodriguez
Acting Country Director
Central America Countries
Latin America and the Caribbean Region

CONFIRMED AND AGREED:

#### REPUBLIC OF EL SALVADOR

By: Jerson Posada

Authorized Representative

Name: Jerson Posada

Title: Minister of Finance

Date: 22-Aug-2024