

The World BankINTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION1818 H Street N.W.
Washington, D.C. 20433
U.S.A.(202) 473-1000
Cable Address: INTBAFRAD
Cable Address: INDEVAS**CONFORMED COPY**

November 4, 2010

Mr. Vicente Bengoa
Secretario
Secretaria de Estado de Hacienda
Avenida México No. 45, Gazcue
Santo Domingo, República Dominicana

**Re: Loan No. 7546 – Emergency Recovery and Disaster Management Project
First Amendment to the Loan Agreement**

Dear Sir:

Please refer to the Loan Agreement (the “Agreement”), dated May 27, 2008, between the Dominican Republic (the “Borrower”) and the International Bank for Reconstruction and Development (the “Bank”). Please note that capitalized terms used in this letter (“Amendment Letter”) and not defined herein have the meaning ascribed to them in the Loan Agreement.

Pursuant to the Borrower’s request as included in the Aide Memoire dated July 16, 2010 and relating to the 7th and 8th supervision mission of, respectively, April 13 to May 3, 2010 and July 11 to July 17, 2010, we are pleased to inform you that the Bank hereby agrees to amend the Loan Agreement as follows:

1. Section I. D of Schedule 2 to the Loan Agreement is amended to include a new paragraph (4) to read as follows:

“4. The Borrower shall: (i) carry out the Project in accordance to the provisions of the Abbreviate Resettlement Plan; and (ii) cause CDEEE to carry out the Project in accordance to the provisions of the Abbreviated Resettlement Plan.”

2. The Appendix to the Agreement is amended as follows:

- (a) The following definition is added (and the existing definitions are consequently renumbered to keep the alphabetical order):

“Abbreviated Resettlement Plan” means the plan approved by the Bank on July 16, 2010, which sets out the policies and procedures to mitigate any potential effects of right of way acquisitions, as said Plan may be revised from time to time with the prior concurrence of the Bank and published in CDEEE’s website: http://cdeee.gov.do/index.php?searchword=plan+adecuacion&ordering=&searchphrase=all&Itemid=100&option=com_search and in ETED’s website: http://www.eted.gov.do/index.php?option=com_docman&task=cat_view&gid=45&Itemid=131.”

(b) The following definition is amended and replaced in its entirety to read as follows:

“CDEEE Subsidiary Agreement” means the agreement referred to in Section I.B.1(a) of Schedule 2 to this Agreement, as it might be amended in accordance with the Bank from time to time, pursuant to which the Borrower shall make part of the proceeds of the Loan available to CDEEE.”

Apart from the above-mentioned changes, all other terms of the Agreement remain unchanged with full force and effect. Please confirm your agreement to the foregoing by signing and dating this Letter Amendment in the spaces provided below. This Letter Amendment will be executed in two counterparts, each of which shall be an original. The provisions of this Letter Amendment will become effective upon receipt by the Bank of: (a) a fully executed original of this Letter Amendment; (b) evidence satisfactory to the Bank that the CDEEE Subsidiary Agreement (as defined in the Loan Agreement) has been amended to include the obligation of CDEEE to carry out the Project in accordance to the provisions of the Abbreviated Resettlement Plan; and (c) evidence satisfactory to the Bank that the Operational Manual (as defined in the Loan Agreement) has been updated in accordance with the provisions of this Amendment Letter.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By /s/ Yvonne M. Tsikata
Country Director
Dominican Republic, Latin America and the Caribbean
Country Management Unit

CONFIRMED AND AGREED

DOMINICAN REPUBLIC

By: /s/ Vicente Bengoa
(Authorized Representative)

Title: Ministro de Hacienda

Date: November 17, 2010