

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE REPUBLIC OF HAITI
REGARDING THE REDUCTION
OF CERTAIN DEBTS OWED TO, GUARANTEED BY, OR INSURED BY
THE UNITED STATES GOVERNMENT AND ITS AGENCIES

Acknowledging the September 1999 commitment of the President of the United States to provide 100 percent debt forgiveness of eligible debt to certain Heavily Indebted Poor Countries:

Recognizing that the Executive Boards of the International Monetary Fund and the World Bank's International Development Association determined on June 29, 2009, and June 30, 2009, respectively, that the Republic of Haiti had reached the "Completion Point" as defined under the Enhanced Debt Initiative for Heavily Indebted Poor Countries (HIPC);

The Government of the United States of America (the "United States") and the Government of the Republic of Haiti ("Haiti") agree as follows:



ARTICLE I

Application of the Agreement

1. Pursuant to the recommendations contained in the Agreed Minutes on the Reduction of the Debt of the Republic of Haiti, signed on July 8, 2009, by representatives of certain nations, including the United States, and by the representatives of Haiti, the applicable domestic laws of the United States and Haiti, and the September 1999 commitment of the President of the United States to provide 100 percent debt forgiveness of eligible debt to certain Heavily Indebted Poor Countries that have reached Completion Point, the United States and Haiti hereby agree to reduce certain payments by Haiti with respect to debts which are owed to, guaranteed by or insured by the United States Government and its Agencies.
2. With respect to amounts owed to the Export-Import Bank of the United States ("Ex-Im Bank"), the United States Department of Defense ("DoD"), and the United States Agency for International Development ("USAID"), each agency will notify Haiti of the respective amounts reduced hereunder.

ARTICLE II

Definitions

1. "Accrued Interest" means interest accrued under the relevant Contracts from the last interest maturity date through May 31, 2009, inclusive, computed at the rate specified in the Contracts.
2. "Agencies" mean the United States Agency for International Development ("USAID"), the United States Department of Defense ("DOD"), and the Export-Import Bank of the United States ("Ex-Im Bank").
3. "Completion Point" means June 29, 2009, and June 30, 2009, the dates on which the Boards of the International Monetary Fund ("IMF") and the World Bank, respectively, decided that Haiti had reached its Completion Point, as defined under the Enhanced Debt Initiative for Heavily Indebted Poor Countries.
4. "Contracts" mean those agreements or other financial arrangements which have maturities under:
 - (a) Loans from the United States or its Agencies having original maturities of more than one year, which were extended to the Government of Haiti or the Haitian Public Sector, or covered by the guarantee of the Government of Haiti or the Haitian Public Sector, pursuant to an agreement or other financial arrangement concluded before June 20, 1999;

(b) Commercial credits guaranteed or insured by the United States or its Agencies, having original maturities of more than one year, which were extended to the Government of Haiti or to the Haitian Public Sector, or covered by the guarantee of the Government of Haiti or the Haitian Public Sector, pursuant to an agreement or other financial arrangement concluded before June 20, 1999; and

(c) The bilateral debt rescheduling agreement ("Rescheduling Agreement") between the United States and Haiti dated August 7, 1995.

A table listing the relevant contracts to be included under the reduction is attached hereto as Annex A.

Debt service due as a result of debts described above and effected through special payment mechanisms or other external accounts is covered by this Agreement.

5. "Late Interest" means interest charges accruing from the contractual payment date of principal and interest due and not paid through May 31, 2009, inclusive.

6. "Minutes" means the Agreed Minutes on the Reduction of the Debt of the Republic of Haiti, signed in Paris by Participating Creditor Countries, including the United States, and by the representative of Haiti, on July 8, 2009.

7. "Participating Creditor Countries" means the creditor countries, including the United States, which are signatories to the Minutes.

8. "Relevant Principal" means the total amount of principal outstanding as of June 1, 2009, including Accrued Interest and any principal and interest in arrears (including Late Interest, if any), on Contracts, as defined in Article II, paragraph 4 of this Agreement.

ARTICLE III

Terms and Conditions

1. One hundred percent of the Relevant Principal, as defined in Article II, paragraph 8, is hereby cancelled.

A table summarizing the amount of Relevant Principal owed to the United States and its agencies and cancelled hereby is attached hereto as Annex B.

2. Adjustments in the amounts of Relevant Principal may be made in writing, as necessary and by mutual consent.

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ARTICLE IV

General Provisions

1. Haiti agrees to grant the United States and its Agencies treatment on terms no less favorable than those which it has accorded, or may accord, to any other creditor country or its agencies for the reduction of debts of comparable maturities.
2. Haiti shall seek to secure from external creditors, including banks and suppliers, reduction arrangements on terms comparable to those set forth in the Minutes for credits of comparable maturity, while trying to avoid inequity between different categories of creditors, all as described in the Minutes.
3. All terms of the Contracts remain in full force and effect, except as they may be modified by this Agreement.
4. Upon entry into force, this Agreement will supersede the Agreement between the United States of America and the Republic of Haiti Regarding the Reduction of Debts Owed To, Guaranteed By, or Insured by the United States Government and its Agencies, dated April 16, 2007, with respect to the amounts of principal and interest that would otherwise be due under the Contracts for the period from June 1, 2009 until October 31, 2009, inclusive.
5. With respect to amounts owing to USAID under this Agreement, Haiti agrees to the additional terms and conditions set forth in Annex C.
6. With respect to amounts owing to DoD under this Agreement, Haiti (referred to as the "Government" hereto) agrees to the additional terms and conditions set forth in Annex D.
7. With respect to amounts owing to Ex-Im Bank under this Agreement, Haiti (referred to as the "Government" hereto) agrees to the additional terms and conditions set forth in Annex E.
8. The Annexes shall constitute an integral part of this Agreement.
9. This Agreement may be amended or modified by mutual written consent of the United States and Haiti.

ARTICLE V

Suspension or Termination

The United States may suspend or terminate this Agreement by giving sixty (60) days written notice to Haiti. In particular, the United States may terminate all or part of this

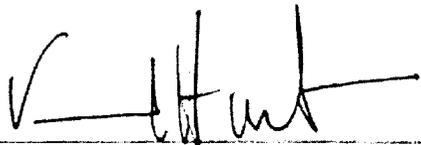
Agreement if the Participating Creditor Countries determine that Haiti has not met its obligations under the Minutes, including that of comparable treatment. If the United States terminates all or part of this Agreement, all debts cancelled under this Agreement shall be due and payable in accordance with the terms of the Contracts, following notification to Haiti of termination of the Agreement.

ARTICLE VI

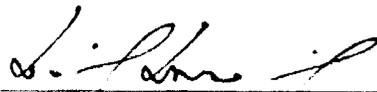
Entry into Force

This Agreement shall enter into force following signature of the Agreement and written notice from the United States to Haiti that all necessary domestic legal requirements for entry into force of the Agreement have been fulfilled.

Done at Port-au-Prince, Haiti, in the English language, this 18th day of September, 2009.



FOR
THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
KENNETH H. MERTEN
AMBASSADOR



FOR
THE GOVERNMENT OF THE
REPUBLIC OF HAITI
DANIEL DORSAINVIL
MINISTER OF ECONOMY AND FINANCE

Annex A

Contracts Subject to Reduction

USAID Loan Numbers:

521L005
521L009R
521T006
521T007
521T008
521T010R

DoD Loan Number:

HA957D

Export-Import Bank Loan Number:

R0216

Annex B

Summary of Relevant Principal
(thousands of U.S. dollars)

USAID	\$9,064
DoD	\$160
Export Import Bank	\$3,427
Total	\$12,651

Annex C

Additional Terms and Conditions with Respect to
Amounts Owed to USAID

Communications. All communications between Haiti and USAID shall be in writing in the English language (or accompanied by an accurate English translation). All communications to Haiti shall be addressed as Haiti may designate from time to time in writing to USAID. All communications to USAID shall be addressed as follows:

U.S. Agency for International Development
Office of the Chief Financial Officer
Washington Financial Services – Credit Team
1300 Pennsylvania Avenue, N.W.
Room 2.10.056
Washington, D.C. 20523
Fax: +1 (202) 216-3380

USAID may change this designated address upon written notice to Haiti.

Annex D

Additional Terms and Conditions with Respect to
Amounts Owed to DoD

No failure or delay on the part of the Department of Defense to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof.

All statements, reports, certificates, opinions and other documents or information furnished to the Department of Defense under this Agreement shall be supplied by the Government without cost to the Department of Defense.

Upon entry into force of this Agreement, the Department of Defense shall consider arrears as having been forgiven for the purposes of resuming the provision of assistance to the Government. The Department of Defense will notify the Government of the amounts forgiven.

The Department of Defense portion of this Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia, United States of America.

All communications between the Government and the Department of Defense shall be in writing, in the English language (or accompanied by an accurate English translation), at the following address:

Defense Security Cooperation Agency
201 12th Street South, Suite 203
Arlington, VA 22202-4306
Facsimile: (703) 601-4469

Annex E

Additional Terms and Conditions with Respect to
Amounts Owed to Ex-Im Bank

The Government of the Republic of Haiti (hereinafter referred to as the "Government"), agrees to the following additional terms and conditions with respect to the amounts owing to Ex-Im Bank, guaranteed by Ex-Im Bank, or insured by Ex-Im Bank, pursuant to the attached Agreement between the United States of America and the Government:

A. Representations. The Government represents and warrants that it has taken all actions necessary or advisable under its laws and regulations to authorize the execution, delivery and performance of this Agreement and that this Agreement constitutes the valid and binding obligations of the Government, enforceable against the Government in accordance with its terms and for the performance of which the full faith and credit of the Government is pledged. The Government acknowledges that the activities contemplated by this Agreement are commercial in nature rather than governmental or public and agrees that, to the extent that it has or hereafter may acquire immunity from suit, judgment and/or execution, it will not assert or claim any such right of immunity with respect to any action by Ex-Im Bank to enforce the Government's obligations under this Agreement.

B. Miscellaneous Provisions.

1. Adjustments. On or about 135 days after the execution of this Agreement, Ex-Im Bank shall inform the Government of the actual amounts to be reduced hereunder. The parties hereto agree to make any necessary adjustments to the amounts being reduced.

2. Communications. All communications between the Government and Ex-Im Bank under this Agreement shall be in writing, in the English language (or accompanied by an accurate English translation). All communications to the Government shall be addressed to the Government at the address designated by the Government from time to time in writing to Ex-Im Bank; all communications to Ex-Im Bank shall be addressed to Ex-Im Bank at the following address:

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
Attention: Treasurer-Controller
Telex: 89461 EX-IM BANK WSH
197681 EXIM UT
Facsimile: +1 (202) 565-3890
Reference: Ex-Im Bank Loan R-0309