## OFFICIAL CASTUS KE

The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT INTERNATIONAL DEVELOPMENT ASSOCIATION

1818 H Street N.W. Washington, D.C. 20433 U.S.A. (202) 473-1000

Cable Address: INTBAFRAD Cable Address: INDEVAS

23 NOVEMBER, 2015

H. E. Henry Rotich Minister of Finance Ministry of Finance Nairoubi Republic of Kenya

Kenya Financing Agreement Credit Number 5148- KE
(Eastern Electricity Highway Project under the First Phase of the Regional Eastern Africa
Power Integration Program)

Amendment to the Finance Agreement

## Excellency:

We refer to the Finance Agreement (the "Agreement") dated December 5, 2012, between the Republic of Kenya ("Recipient") and the International Development Association ("Association"), for the above mentioned project (the "Project"). We also refer to your letter, dated September 21, 2015, requesting the Association to make certain amendment to the Agreement.

We are pleased to inform you that the Association has agreed to your request and we hereby propose to amend the Agreement as follows:

- 1. Section 1. (A.3) of Schedule II of the Agreement is amended to read as follows:
- "3. <u>Joint Steering Committee</u>: The Recipient, through its minister responsible for energy, shall take all action required on its behalf to ensure the effective and timely functioning of the JSC. The composition of the JSC shall consist of the Head/Accounting Officer of the ministries responsible for energy in Kenya and Ethiopia, the Chief Executive Officers of KETRACO, KPLC and EEP, and the heads of the electricity transmission departments of KETRACO and EEP, the latter being delegated in each of KETRACO and EEP day-to-day oversight of the Project. The JSC shall be vested with responsibility for overseeing implementation and ensuring effective cooperation between the Participating Countries and, to this end, shall meet with the Association and the Co-financiers at least twice a year (or more often if required) and report directly to the JMC.
- 2. The disbursement table in Section IV.A of Schedule 2 to the Agreement is amended to read as follows:

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed
(1) Goods, works and services		
(a) Under Part A.2 (a) of the Project	20,000,000	100% (exclusive of taxes)
(b) Under Part A.2 (b) of	185,000,000	100% (exclusive of taxes)
the Project	183,000,000	100% (exclusive of taxes)
(c) Under Part A.4 and B.1 of the Project	35,000,000	100% (exclusive of taxes)
(d) Advance Payment under Part A.2 of the Project	30,000,000	
(2) Consultants' services,	6,000,000	100% (inclusive of taxes)
training and workshops		
(3) Unallocated	8,500,000	100% (exclusive of taxes)
TOTAL AMOUNT	284,500,000	

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

The Association will disclose this Amendment letter and related information on the Project in accordance with the World Bank Policy on Access to Information. By entering into this Amendment Letter, the Recipient consents to disclosure of this Amendment Letter and related information on this Project.

Please confirm your agreement with the foregoing on behalf of the Recipient by signing, dating and returning to us the enclosed copy of this letter. This Amendment Letter will become effective as of the date of the countersignature by the authorized representative of the Recipient.

Very truly yours,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By Diarietou Gaye
Authorized Representative

## **AGREED:**

By:

Authorized Representative

Name:

Title:

2340 Nameraber 2015