June 25, 2012

Mr. Edward Loosli
Chairman
The Wildlife Foundation
Nairobi

Dear Mr. Loosli:

Grant for Wildlife Conservation Leasing Demonstration Project
(Grant No. TF093080)
Amendment to the Grant Agreement

We refer to the Grant Agreement (the Agreement) between the Wildlife Foundation (Recipient) and the International Bank for Reconstruction and Development (IBRD), acting as implementing agency of the Global Environment Facility (GEF), dated October 23, 2008 as amended. We also refer to your letter dated May 20, 2012, requesting the World Bank to extend the closing date, reallocate grant proceeds, and to review the covenants relating to the co-financing.

We are pleased to inform you that the World Bank concurs with your request, and proposes to amend the Agreement as follows:

1. Paragraph 1.02 (a) of Article I is amended by replacing the words “US$ 480,000” with “US 270,000”;
2. The table set forth in 3.01 of Article III Section IV. A. 2 of Schedule 2 to the Agreement is deleted in its entirety and replaced with the table set forth in the Annex to this letter; and
3. Paragraph 3.03 of Article II is amended by extending the closing date to “December 30, 2012”.

All other provisions of the Agreement, except as herein amended, shall remain in full force and effect.
Please indicate your agreement with the foregoing amendment by countersigning on the two original copies of this letter, and returning one original countersigned copy to us. Upon receipt by the World Bank of this countersigned copy, this amendment shall become effective as of the date of its countersignature.

Sincerely,

Johannes Zutt
Country Director for Kenya
Africa Region

CONFIRMED:

THE WILDLIFE FOUNDATION

By: Edward Loosli
Authorized Representative

Name: Edward Loosli

Title: CHAIRMAN

Date: 25 JUNE 2012
## Annex

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (Exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Financing of leases under Part 1 of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Upon signing of the Agreement</td>
<td>270,000</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>(b) Upon receipt of matching funds</td>
<td>205,560</td>
<td></td>
</tr>
<tr>
<td>(2) Consultants’ services, goods and Operating Costs under Part 2 of the Project</td>
<td>152,462</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Consultants’ services under Part 3 of the Project</td>
<td>99,248</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>727,270</strong></td>
<td></td>
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</tbody>
</table>