May 17, 2011

H.E. Magloire Ngambia
Minister of Economy, Trade, Industry and Tourism
Ministry of Planning and Development Programming
BP 747
Libreville, Gabonese Republic

Excellency:

Gabon: Strengthening Capacity for Managing National Parks and Biodiversity Project
(Grant No. TF056592)
Amendment to the Global Environment Facility Trust Fund Grant Agreement

We refer to the Global Environment Facility Trust Fund Grant Agreement (the Agreement) for the above-referenced project (the Project), dated June 14, 2006, between the Gabonese Republic (the Recipient) and the International Bank for Reconstruction and Development (the Bank) acting as an implementing agency of the Global Environment Facility (GEF) in respect of grant funds provided to the GEF Trust Fund by certain members of the Bank as participants of the GEF.

Further to your letter dated January 24, 2011 in which the restructuring of the Project is requested in order to facilitate its implementation, the Bank proposes the following amendments to the Agreement:

1. Paragraph (b) of Section 1.02 of the Agreement is hereby deleted and replaced by the following:

“(b) “ANPN” or “Agence Nationale des Parcs Nationaux” means the Recipient’s agency to be established in accordance to Section 5.01(b) of this Agreement to be in charge of the Project in accordance with Section 1 of Schedule 4 to this Agreement, as the same agency as may be restructured and or modified with the prior agreement of the Bank;”

2. Paragraph (c) of Section 1.02 of the Agreement is hereby deleted and replaced by the following:

“(b) “Protected Areas Monitoring and Evaluation Tracking Tool” and “PAMETT” mean the monitoring system, acceptable to the Bank, developed to monitor the Project activities and outcomes and referred to in Part 4.5 of Schedule 2 and Paragraph 3(a) of Schedule 4 to this Agreement;”
3. Paragraph (b) of Section 2.02 of the Agreement is hereby deleted and replaced by the following:

“(b) The Recipient may, for the purposes of Parts A and C of the Project, open and maintain in FCFA a designated deposit account (A Designated Account), and for the purposes of Parts B and D of the Project, open and maintain in FCFA a designated deposit account (B Designated Account), both in a commercial bank on terms and conditions satisfactory to the Bank including appropriate protection against set-off, seizure or attachment. Deposits into, and payments out of, each Special Account shall be made in accordance with the provisions of Schedule 5 to this Agreement.”

4. Section 2.03 of the Agreement is hereby deleted and replaced by the following:

“Section 2.03. The Closing Date shall be June 30, 2013 or such later date as the Bank shall establish. The Bank shall promptly notify the Recipient of such later date;”

5. Paragraph (a) of Section 3.01 of the Agreement is hereby deleted and replaced by the following:

“(a) The Recipient declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement and, to this end, shall carry out the Project, through the ANPN, with due diligence and efficiency and in conformity with appropriate administrative, financial, environmental and social practices and with due regard to ecological and environmental factors, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Project;”

6. Paragraph (a) of Section 3.03 of the Agreement is hereby deleted and replaced by the following:

“(a) prepare, through ANPN, on the basis of guidelines acceptable to the Bank, and furnish to the Bank not later than six months after the Closing Date or such later date as may be agreed for this purpose between the Recipient and the Bank, a plan designed to ensure the sustainability of the Project; and”

7. The term “quarter” is hereby added after the terms “45 days after each subsequent” and before the terms “; and shall cover such.” in the last line of paragraph (b) of Section 4.02 of the Agreement.

8. Schedule 1 (Withdrawal of the Proceeds of the GEF Trust Fund Grant) to the Agreement is hereby deleted in its entirety and replaced by Annex 1 to this letter.

9. Schedule 2 (Description of the Project) to the Agreement is hereby deleted in its entirety and replaced by Annex 2 to this letter.

10. Paragraph B.2 of Section III of Schedule 3 (Procurement) to the Agreement is hereby deleted and replaced by the following:
“2. Selection of NGOs

Services to assist the ANPN to coordinate the Project activities may be contracted with NGOs in accordance with the provisions of paragraphs 3.16 and 3.10 of the Consultant Guidelines.”

11. Subsection (c) of Section IV of Schedule 3 (Procurement) to the Agreement is hereby deleted and replaced by the following:

i. “(c) each contract for civil works estimated to cost the equivalent of US$200,000 or more;”

12. Schedule 4 (Implementation Program) to the Agreement is hereby deleted in its entirety and replaced by the Annex 3 to this letter.

13. Each reference to the term “ANPN Special Account” in Schedule 5 (Special Accounts) to the Agreement is hereby deleted and replaced by the term “A Designated Account”; and each reference to the term “MFEPEPN Special Account” in Schedule 5 (Special Accounts) to the Agreement is hereby deleted and replaced by the term “B Designated Account”.

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

Please indicate your acknowledgement of, and agreement with, the foregoing amendments to the Agreement on behalf of the Recipient by countersigning and dating the two original copies of this letter and returning one countersigned original to us. The amendments to the Agreement shall become effective as of the date of countersignature of this letter.

Sincerely,

By: /s/ Mary Barton-Dock
Country Director for Gabon
Africa Region

ACKNOWLEDGED AND AGREED:

GABONESE REPUBLIC

By: /s/ Magloire Ngambia
Title: Minister of Economy, Trade, Industry and Tourism
Date: June 15, 2011
ANNEX 1

SCHEDULE 1

Withdrawal of the Proceeds of the GEF Trust Fund Grant

1. The table below sets forth the Categories of items to be financed out of the proceeds of the GEF Trust Fund Grant, the allocation of the amounts of the GEF Trust Fund Grant to each Category and the percentage of expenditures for items so to be financed in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the GEF Trust Fund Grant Allocated (Expressed in Dollars)</th>
<th>% of Expenditures to be Financed</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works under Parts:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) A(1) and C(4) of the Project</td>
<td>740,000</td>
<td>100%</td>
</tr>
<tr>
<td>(b) D(3) of the project</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, Vehicles and equipment:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Under Part A(2) and C(2) of the Project</td>
<td>966,467</td>
<td>100%</td>
</tr>
<tr>
<td>(b) Under Part D(2) of the Project</td>
<td>262,071</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Studies and Consultants Services:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Under Parts A(3), C(1), and C(3) of the Project</td>
<td>3,990,608</td>
<td>100%</td>
</tr>
<tr>
<td>(b) Under Parts B and D of the Project</td>
<td>1,293,889</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Training:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Under Parts A(4) and C(5)</td>
<td>243,361</td>
<td>100%</td>
</tr>
<tr>
<td>(b) Under Part D(2) of the project</td>
<td>50,000</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Incremental Operating Costs for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) management of Parts A and C of the Project</td>
<td>1,740,564</td>
<td>100%</td>
</tr>
<tr>
<td>(b) management of Parts B and D of the Project</td>
<td>713,040</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>10,000,000</td>
<td></td>
</tr>
</tbody>
</table>

2. For the purposes of this Schedule, the term:
   (a) “Training” means expenditures incurred by ANPN for the Project related to study tours, training courses, seminars, workshops and meetings, including costs of training materials, space and equipment rental, travel and per diem costs of trainees and trainers; and
   (b) “Incremental Operating Costs” means the reasonable expenditures incurred by the ANPN for staff travel costs, local transportation, communications, consumables, audits (including environmental audits), but excluding civil servants’ salaries, which expenditures would not have been incurred absent the Project.
3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made: (i) in respect of payments made for expenditures prior to the date of the Agreement; (ii) until and unless the Recipient has issued a tax-exemption decision for all expenditures to be funded out of the proceeds of the GEF Trust Fund Grant; and (iii) in respect of Part C, in connection with the Mayumba National Park, until an environmental impact assessment, including an environmental management plan for the off-shore oil fields which pre-existed the establishment of the Mayumba National Park, has been carried out and forwarded to the Bank, all satisfactory to the Bank.

4. The Bank may require withdrawals from the GEF Trust Fund Grant Account to be made on the basis of statements of expenditure for expenditures under contracts for: (a) works not exceeding US$200,000 equivalent per contract; (b) goods, vehicles and equipment estimated to cost less than US$150,000 per contract; (c) services of individual consultants not exceeding US$25,000 per contract and consulting firms costing less than US$100,000 per contract; (d) Training; and (e) Incremental Operating Costs all under such terms and conditions as the Bank shall specify by notice to the Recipient.

5. If the Bank shall have determined at any time that any amount of the GEF Trust Fund Grant was used in a manner inconsistent with the provisions of this Agreement, the Recipient shall, promptly upon notice from the Bank, refund to the Bank for deposit into the GEF Trust Fund Grant Account, an amount equal to the amount so used.
ANNEX 2

SCHEDULE 2

Description of the Project

The objective of the Project is to assist the Recipient to (i) enhance the conservation of biodiversity in selected national parks (and associated buffer zones) in the Recipient’s territory; and (ii) strengthen the management capacity of selected conservation-related entities of the Recipient.

The Project consists of the following parts, subject to such modifications thereof as the Recipient and the Bank may agree upon from time to time to achieve such objectives:

Part A: Institutional Strengthening of ANPN:

1. [Intentionally omitted.]

2. Procurement of equipment and materials (including, vehicles and software) for ANPN.

3. Provision of:

   (a) technical advisory services to support key functions of the ANPN, including: information technology management, financial and administrative management, park management, communication and consultation, and

   (b) technical advisory services for the development of a sustainable financial mechanism to support long-term efforts to conserve biological diversity in Gabon.

4. Provision of training to ANPN staff, including park management officers.

5. Support to ANPN for day-to-day management of the Project, including the development and implementation of a PAMETT.

Part B: Enhanced knowledge creation on critical natural habitats for the expansion of the Network of the National Parks:

Provision technical assistance (including, through studies, surveys, consultation workshops with relevant stakeholders) to assess biological wealth, review the socio-economic situation and review the legal environment and framework in pre-identified sites (e.g., Wongo-Wongué-Evaro, Mayumba-Mayombe, Mondah Forest and the Gamba complex).

Part C: Support to the Selected National Parks (Loango, Moukalaba-Doudou and Mayumba)
1. Provision of technical advisory services to develop and implement a management plan for selected national parks.

2. Procurement of goods and equipment for the monitoring and surveillance of selected national parks.

3. Provision of technical advisory services to:

   (a) develop stakeholders’ consultation and participation mechanisms, including the local population and the private sector in the management of selected national parks; and

   (b) promote and implement effective monitoring and enforcement mechanisms, including patrol-based monitoring and conservation related research.

4. Construction and rehabilitation of infrastructures for operational facilities of selected national parks.

5. Training of staff and ecoguards of selected national parks.

Part D: Improved wildlife management, monitoring and law enforcement in the periphery of the National Parks.

1. Provision of technical advisory services and studies to improve wildlife management in selected national parks.

2. Monitoring of wildlife of selected national parks through mobile field units, including training, the acquisition of equipment and vehicles for such mobile field units, and carrying out of environmental audit missions.

3. [Intentionally omitted.]

* * *

The Project is expected to be completed by December 31, 2012
ANNEX 3

SCHEDULE 4

Implementation Program

1. The Recipient shall maintain the ANPN, throughout the implementation period of the Project, with such responsibilities, functions, staff and resources, satisfactory to the Bank, to be responsible for the overall implementation and management of the Project, including evaluation and monitoring, financial management, procurement and social and environmental safeguards.

2. The Recipient shall cause ANPN to contract and maintain contractual relationships with respectively WCS and WWF for the purpose of implementing Parts B, C and D of the Project.

3. The Recipient shall:

   (a) jointly with ANPN, adopt and thereafter comply with a PIP, satisfactory to the Bank which shall include, inter alia: (i) the detailed description of the Project; (ii) the administrative and financial procedures, including accounting, financial reporting and auditing procedures applicable to the Project; (iii) the Procurement Plan and procedures for procurement consistent with the provisions of this Agreement; (iv) the ESIA including the EMP; (v) the RPF; (vi) the IPDP; (vii) terms of reference for all technical advisory services, training and studies to be implemented under the Project; and (viii) procedures for the monitoring, supervision and reporting, including a PAMETT; and

   (b) not amend, delete, suspend or abrogate or waive any provision of the PIP without the prior approval of the Bank.

4. The Recipient shall, by June 30, 2006:

   (a) cause ANPN to prepare and adopt training plans satisfactory to the Bank for ANPN staff under Parts A(3), A(4), C(5) and D(2) and thereafter implement such plans in a manner satisfactory to the Bank;

   (b) cause ANPN to prepare a plan and terms of reference satisfactory to the Bank for contracting eco-guards under a three-year contract, including training and equipment of such eco-guards; and

   (c) after the expiration of such three-year contract, the Recipient shall include all such eco-guards in the payroll of the ANPN.

5. The Recipient shall not authorize any mining and/or oil development activity in any part of any national protected area and any national park included in the NPN, unless such mining and/or oil development has been subjected to a prior environmental impact assessment, and that any impact of such oil and/or mining development shall have been compensated through adequate
environmental and social mitigation measures including but not limited to the establishment of planned new protected areas and implementation of social development plans as appropriate, consistent with the EMP, RFP and IPDP, all satisfactory to the Bank.

6. The Recipient shall not implement any Project activity that may impact the livelihood of communities living in areas covered by the NPN including buffer zones. If any of such activities may impact on such communities’ livelihood or result in resettlement, the Recipient shall, prior to commencing any planned activity in the area inhabited by such communities, implement mitigation measures defined in the ESIA including EMP, RPF, RAP and/or IPDP as appropriate, all satisfactory to the Bank.

7. The Recipient shall, by October 30 of each year, throughout the Project implementation period, and commencing on October 30, 2006, provide the Bank with draft budget allocations and work plans for the ANPN and the MEFEPEN (if applicable) and by the following March 30 of each year throughout the Project Implementation period, commencing March 30, 2007, provide the Bank with the final budget allocations and work plans.

8. The Recipient shall:

(a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators satisfactory to the Bank, the carrying out of the Project and the achievement of the objectives thereof;

(b) prepare, under terms of reference satisfactory to the Bank, and furnish to the Bank, on or about December 31, 2011, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section, on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and

(c) review with the Bank, by April 30, 2012, or such later date as the Bank shall request, the report referred to in paragraph (b) of this Section, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Bank’s views on the matter.