Hon. Henry Rotich  
Cabinet Secretary  
National Treasury  
Treasury Building  
Nairobi, Kenya

Republic of Kenya: Nairobi Metropolitan Services Improvement Project  
Credit No. 5102 –KE

Amendment to the Financing Agreement

Honorable Rotich:

We refer to the Financing Agreement dated June 21, 2012 (the “Agreement”) between the Republic of Kenya ("Recipient") and the International Development Association ("Association") regarding the above-referenced Project.

We also refer to the Recipient’s letters dated December 17, 2014 and November 29, 2016, requesting some amendments to the Agreement. We are pleased to inform you that the Association concurs to your request; we hereby propose to amend the Agreement as follows:

1. All references to MoNMED are replaced with MTIHUD.

2. Part 3 (b) of the Schedule 1 is deleted and replaced with the following:

   "(b) Strengthening the connectivity between centers of growth in the Nairobi Metropolitan Region by: (i) preparing land use plans and constructing or upgrading public infrastructure surrounding commuter rail stations and other modes of transport; (ii) constructing and rehabilitating strategic roads and commuter rail stations; and (iii) improving traffic management and flow; all through provision of goods, works and services required for that purpose.

3. The table in Section IV A. 2. to Schedule 2 is deleted and replaced with the following:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>In memoria (1)</td>
<td>2,323,543</td>
<td>90%</td>
</tr>
<tr>
<td>In memoria (2)</td>
<td>12,346,419</td>
<td>92%</td>
</tr>
<tr>
<td>In memoria (3)</td>
<td>32,176,021</td>
<td>92%</td>
</tr>
<tr>
<td>In memoria (4)</td>
<td>14,913,155</td>
<td>92%</td>
</tr>
<tr>
<td>In memoria (5)</td>
<td>1,054,428</td>
<td>90%</td>
</tr>
<tr>
<td>In memoria (6)</td>
<td>308,312</td>
<td>90%</td>
</tr>
<tr>
<td>In memoria (7)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>In memoria (8)</td>
<td>141,367</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>In memoria (9)</td>
<td>129,536,755</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>192,800,000</td>
<td></td>
</tr>
</tbody>
</table>

4. Section IV. B. 2. of the Schedule 2 is deleted and replaced with the following:

"2. The Closing Date is May 31, 2019."
5. The following definition is added to the Appendix to the Agreement, and the remaining definitions are renumbered accordingly.

"11. "MTUHUD" means Ministry of Transport, Infrastructure, Housing and Urban Development, the Recipient’s ministry replacing MoNMED as executing agency for the Project."

6. The following definitions are amended as follows:


All provisions of the Agreement which are not expressly modified in accordance with this letter remain unchanged.

Please indicate your agreement with the foregoing, by countersigning and dating the two original copies of this letter and returning one countersigned original copy to the Association. Upon receipt by the Association of said original countersigned by the authorized representative of the Recipient and dated, this amendment shall become effective as of the date of countersignature of this letter.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]

Diarietou Gaye
Country Director for Kenya
Africa Region

AGREED:

REPUBLIC OF KENYA

[Signature]

Henry Rotich
Cabinet Secretary, National Treasury

By

Authorized Representative

Name:

Henry Rotich

Title:

Cabinet Secretary, National Treasury

Date: 16 May 2017.