AMENDMENT NO.1

TO THE

MEMORANDUM OF UNDERSTANDING ON THE OLKARIA 280 MW GEOTHERMAL DEVELOPMENT PROJECT

BETWEEN

KENYA ELECTRICITY GENERATING COMPANY LIMITED (KenGen)

AND

THE OLKARIA 280 MW GEOTHERMAL DEVELOPMENT PROJECT AFFECTED PERSONS (PAPs)
This Amendment No.1 made and entered into on this ........... day of August 2014 (hereinafter referred to as “Amendment No.1”) between Kenya Electricity Generating Company Limited having its registered office at Stima Plaza Phase III, Kolobot Road, Parklands, Nairobi Kenya and of P.O. Box 47936-00100 (hereinafter referred to as “KenGen” which expression shall where the context so admits include its successors in title and assignees) of the first part;

And

The persons directly affected by the Olkaria 280MW Geothermal Development Project hereinafter referred to as the Project Affected Persons PAPs (which expression shall where the context so admit include their successors in title and assignees) who are residents of either of the four villages of Oloonongot; Olosinyat; Cultural Center and Small Olomayana situated in Olkaria Domes, Naivasha District of the second part.

WHEREAS:

a) KenGen and PAPs made and entered into an Memorandum of Understanding (MoU) dated 1ST July 2013 to safeguard the interests of both KenGen and the PAPs during the implementation of the Olkaria 280MW Geothermal Development Project of which resettlement of the PAPs is a sub-project under Olkaria IV; and

b) KenGen and the PAPs mutually agreed on a relocation date of 21st August, 2014; and

c) KenGen and the PAPs are in the process of executing the Resettlement Action Plan and have realized that certain agreed obligations that were to be performed by KenGen prior to the relocation of PAPs will not be achievable before the relocation date of 21st August, 2014 as envisaged under the MoU;

d) By this Amendment No.1 the Parties have agreed to make changes to the MoU to take cognizance of the prevailing circumstances;
NOW THEREFORE the Parties hereto hereby agree as follows:

1. Relationship with the Contract

The provisions of this Amendment No. 1 shall be deemed to have been incorporated into the Memorandum of Understanding and shall be read and construed as part of the MoU.

2. Amendment

The following amendments are made to Clause B (2) (e) of the MoU:

Delete Clause B (2) (e) in its entirety and substitute with the following:

"...to relocate to the resettlement site, once reasonably satisfied that all entitlements, save for those itemized as outstanding under clause 4 herein, as contained in the Entitlement Matrix of the updated RAP report, have been fully implemented"

4. The Outstanding Items are as listed hereunder:

   a) Construction of the main access road, as well as the internal access roads to the villages to a quality as provided for in the Government specifications and standards - KenGen to maintain the roads to until such a time that the roads will be ready to be handed over to the Government.

   b) Electricity connection to the School, dispensary and the Social Hall, with accessible lines to enable KenGen to make electricity connection to the PAPs housing units and finalize within 3 months from the date of relocation. The cost of connection shall be recovered from the Kshs.35,000 movement allowance which the PAPs are entitled to.

   c) Processing of the community land title in respect of the 1700 acres resettlement land and 14 acres for the Cultural Center, amounting to a total of 1714 acres- KenGen to finalize the processing of title deeds within 6 months from the date of relocation. KenGen undertakes to safeguard the PAPs interest with regard to the subject land until the title deeds are issued.

5. Save for what is expressly provided herein, the provisions of the MoU shall apply mutatis mutandis.
IN WITNESS WHEREOF the Parties hereto acting through their duly authorized representatives, have caused this Amendment No.1 to be signed in their respective names on the day and year first above written.

Signed for and on behalf of:

KENYA ELECTRICITY GENERATING COMPANY LIMITED BY:

[Signature]

ALBERT MUGO
Managing Director/CEO

Signed for and on behalf of:

PROJECT AFFECTED PERSONS (PAPs) BY:

Names and Signatures of the respective Representatives of the four PAP villages:

OLOORKARIAN MAASAI CULTURAL CENTER

Name: OROS KOS Date: 13/08/2014
National ID: 7150948
Signature:

Name: JONCEI OE SENCHO Date: 13/08/2014
National ID: 9175365
Signature:

[Signature]
Name: Jackson Sendo
National ID: 21477332
Date: 13/08/2014
Signature...

Name: (CAC) Hassan Nareugi
National ID: 0913567
Date: 13/08/2014
Signature

OLOMAYIANA NDOGO

Name: Lemien Olwainenyu
National ID: 0841394
Date: 13/08/2014
Signature

Name: Nyanuh Lemutat
National ID: 0951121
Date: 13/08/2014
Signature

Name: Nkamika Ole Oiti
National ID: 0909923
Date: 13/08/2014
Signature

Name: (CAC) Nyanuh Lemutat
National ID...
Date: 13/08/2014
Signature

OLOOSINYAT

Name: Tong Kiroto
National ID: 6155954
Date: 13/08/2014
Signature

Name: TATYE PARKIRE
National ID: 21175465
Date 13/08/14
Signature
Name: KOYIASI KARAN
National ID: 32123286
Date: 13/08/14
Signature

Name: (CAC) JEREMIAH KAKIMON
National ID: 5307047
Date: 13/08/14
Signature

OLOONONGOT
Name: Maengo Kisotu
National ID: F116371
Date: 13/05/2014
Signature

Name: Likia Karino
National ID: 26896157
Date: 13/05/2014
Signature

Name: Stephen J. Mankunya
National ID: 594102588751680
Date: 13/08/2014
Signature

Name: (CAC) MUMPA SOI OLE NKAMASAL
National ID: 8751038
Date: 13/06/2014
Signature

Witnessed by:
Counsel Representing PAPs

Signature

Witnessed by the Deputy County Commissioner who also serves as the RAPIC Chairman.

Name: KEMBOI ABRAHAM Signature: Date: 10/09/2014

DEPUTY COUNTY COMMISSIONER
P.O. Box 11 - 20117
NAIVASHA