H.E. Mohammed Boussaid  
Minister of Economy and Finance  
Ministry of Economy and Finance  
Avenue Mohammed V  
Rabat  
Kingdom of Morocco

Re: Kingdom of Morocco: Integrating Climate Change in the Implementation of the Plan Maroc Vert Project  
(GEF Trust Fund Number TF099539)  
Amendment to the Global Environment Facility Grant Agreement

Excellency:

We refer to the Global Environment Facility Grant Agreement (the GEF Grant Agreement), between the Kingdom of Morocco (the Recipient) and the International Bank for Reconstruction and Development acting as an implementing agency of the GEF (the Bank), for the above-mentioned Project, dated June 8, 2011. We also refer to your letter dated September 22, 2014, requesting amendments to the GEF Grant Agreement. The capitalized terms used in this amendment letter and not defined herein have the meanings ascribed to them in the GEF Grant Agreement.

We are pleased to inform you that the Bank, after due consideration, has acceded to the above request. Accordingly, the GEF Grant Agreement is hereby amended as follows:

1. Paragraph A.2 of Section IV (Withdrawal of Grant Proceeds) in Schedule 2 (Project Execution) to the GEF Grant Agreement is amended to read as follows:

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants’ services and Training under Part 1 of the Project</td>
<td>1,300,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants’ services and Training under Part</td>
<td>3,045,454</td>
<td>100%</td>
</tr>
</tbody>
</table>
2 of the Project

| TOTAL AMOUNT | 4,345,454 |

For the purposes of the above table, “Training” means the costs of (i) reasonable expenditures for travel, room and board and per diem expenditures incurred by trainers and trainees and by non-consultant training facilitators in connection with training provided under the Project; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction, and distribution expenses.”

Please confirm your agreement with the foregoing, on behalf of the Recipient, by signing, dating and returning to the Bank the enclosed copy of this amendment letter. This amendment letter shall become effective as of the date of its countersignature upon receipt by the Bank of the countersigned copy of this letter.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
Acting as an implementing agency of the Global Environment Facility

Simon Gray
Country Director
Maghreb Department
Middle East and North Africa Region

CONFIRMED AND AGREED:

KINGDOM OF MOROCCO
Ministre de l'Économie et des Finances

By: Signé Mohammed Boussaid
Authorized Representative

Name: Mohammed Boussaid
Title: Ministre of Economy & Finance
Date: Nov 17th 2011