February 20, 2013

Honorable Njeru Githae
Minister of Finance
Ministry of Finance
Treasury Building
Nairobi, Kenya

Re: Republic of Kenya: Cash Transfer for Orphans and Vulnerable Children Project
TF097272

Amendment to Grant Agreement

Honorable Githae:

We refer to the Grant Agreement between the Republic of Kenya ("Recipient") and the International Development Association ("World Bank"), acting as administrator of grant funds provided by various Donors under the Cash Transfer for Orphans and Vulnerable Children Program, effective as of July 2, 2010, as amended on April 17, 2012. We also refer to the understanding reached with the Recipient to increase the Grant amount to reflect the availability of additional funds in the amount of twelve million four hundred twenty-five thousand six hundred eleven United States Dollars (USD 12,425,611) bringing the total Grant amount to thirty-one million two hundred thirty thousand seven hundred twenty United States Dollars (USD 31,230,720); therefore

1. The first paragraph of the Agreement is amended to read as follows:

"In response to the request for financial assistance made on behalf of the Republic of Kenya ("Recipient"), I am pleased to inform you that the International Development Association ("World Bank"), acting as administrator of grant funds provided by various donors under the Cash Transfer for Orphans and Vulnerable Children Program (the "Trust Fund"), proposes to extend to the Recipient a grant in an amount not to exceed thirty one million two hundred thirty thousand seven hundred twenty United States Dollars (USD 31,230,720) on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project"). This Grant is funded out of the abovementioned Trust Fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Recipient may withdraw the Grant proceeds subject to the availability of such funds."

2. The table in Section 3.01 of the Annex to the Agreement is amended to read as follows:
<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, works and consultants' services and Training</td>
<td>2,550,121</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Cash Transfers under Part I of the Project</td>
<td>28,680,599</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>31,230,720</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

Please confirm your agreement with the foregoing by signing, dating and returning to us the enclosed copy of this letter. Upon receipt by the World Bank of the copy of this Agreement countersigned by you, this Amendment will become effective as of the date of the countersignature.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

țajashree Paralkar
Acting lead of the Kenya Office
Africa Region

AGREED:
REPUBLIC OF KENYA

By
Authorized Representative
Name: Hon. Njeru Githae
Title: Minister for Finance
Date: 25th February 2013