Supplemental Letter No. 1

KINGDOM OF MOROCCO

July 2, 2015

International Bank for Reconstruction
and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Re: Loan No. 8506-MA and CTF Loan No. TF019266
(Clean and Efficient Energy Project)
Article VI of the General Conditions; Article V of the
Standard Conditions
Financial and Economic Data

Dear Sirs and Mesdames:

In connection with (i) the Loan Agreement of this date between the International Bank
for Reconstruction and Development (Bank) and Office National de l'Electricité et de l'Eau
Potable (Borrower) providing a loan (IBRD Loan) for the above-captioned Project, the related
Guarantee Agreement of same date between the Kingdom of Morocco (Member Country) and the
Bank, and the General Conditions (General Conditions) made applicable to the Loan Agreement
and Guarantee Agreement; and (ii) the CTF Loan Agreement of same date between the Bank
acting as an implementing entity of the Clean Technology Fund and the Borrower providing for a
loan (CTF Loan), the related Guarantee Agreement of same date between the Member Country
and the Bank, and the Standard Conditions for Loans made by the World Bank Out of the
Climate Investment Funds (Standard Conditions) made applicable to the CTF Loan Agreement
and Guarantee Agreement (IBRD Loan and CTF Loan are hereinafter collectively referred as
"Loans"), I am writing on behalf of the Member Country to set forth the following:

1. We understand and agree that, for purposes of Section 6.01 of the General Conditions
and Section 5.01 of the Standard Conditions, the Member Country is required by the Bank to
report "long-term external debt" (as defined in the World Bank’s Debtor Reporting System
Manual, dated January 2000 (DRSM)), in accordance with the DRSM, and in particular, to notify
the Bank of new "loan commitments" (as defined in the DRSM) not later than 30 days after the
end of the quarter during which the debt is incurred, and to notify the Bank of "transactions
under loans" (as defined in the DRSM) once a year, not later than March 31 of the year following
the year covered by the report.

2. We represent that no Liens (as defined in the General Conditions and in the Standard
Conditions), other than those excluded pursuant to paragraph (c) of Section 6.02 of the General
Conditions and paragraph (c) of Section 5.02 of the Standard Conditions, exist on any Public
Assets (as defined in the General Conditions and the Standard Conditions), as security for any
External Debt (as defined in the General Conditions and the Standard Conditions). No defaults exist in respect of any external public debt (as defined in the DSRM). It is our understanding that, in making the Loans, the Bank may rely on the representations set forth or referred to in this letter.

3. Please confirm your agreement to the foregoing by having a duly authorized representative of the Bank sign in the space provided below.

Very truly yours,

KINGDOM OF MOROCCO

Authorized Representative

AGREED:

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

By

Authorized Representative