H.E. Mr. Mohamed Selim Azzabi  
Minister of Development, Investment and International Cooperation  
Ministry of Development, Investment and International Cooperation  
Avenue Cheikh Mohamed Fadhel Ben Achour  
Immeuble «B4», Tour « A »  
Centre Urbain Nord  
1082 Tunis  
Republic of Tunisia  

Ref: Republic of Tunisia - Integrated Landscapes Management in Lagging Regions Project  
Loan No. 8722-TN  
Amendment to the Loan Agreement  

Excellency:

I refer to the Loan Agreement dated April 22, 2017, between the International Bank for Reconstruction and Development (the “Bank”) and the Republic of Tunisia (the “Borrower”) for the above-referenced project. We also refer to your request dated February 12, 2020, requesting partial cancellation of the Loan in an amount equivalent to Euros 44,688,000 and other changes to the Loan Agreement.

The capitalized terms used in this letter (“Amendment Letter”) and not defined herein have the meanings ascribed to them in the Loan Agreement.

We are pleased to inform you that the Bank proposes to amend the Loan Agreement as follows:

1. Paragraph 2.01 of Article II is amended to read as follows:

   “2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of forty-eight million four hundred twelve thousand Euros (€48,412,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.08 of this Agreement (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).”

2. All references to “DGFIOP” throughout the Loan Agreement are hereby replaced with “DGF”, and definition No. 11 of the Appendix (DGFIOP) is deleted and replaced with the following:

   “11. “DGF” means the Direction Générale des Forêts, the General Directorate of Forest of MARHP”.

3. The table in Section IVA.2. of Schedule 2 is deleted and replaced with the following:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in Euros)</th>
<th>Percentage of Expenditures to be financed (exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consulting services and</td>
<td>40,731,250</td>
<td>100%</td>
</tr>
<tr>
<td>Operating Costs otherwise than under Part B.3 of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services and consultants’ services</td>
<td>7,448,000</td>
<td>100% of amount disbursed</td>
</tr>
<tr>
<td>for Subprojects under Part B.3 of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Front-end Fee</td>
<td>232,750</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement</td>
</tr>
<tr>
<td></td>
<td></td>
<td>in accordance with Section 2.07 (b) of the General Conditions</td>
</tr>
<tr>
<td>Cancelled amount as of 12 February 2020</td>
<td>44,688,000</td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>93,100,000</td>
<td></td>
</tr>
</tbody>
</table>

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

Please indicate your agreement with the foregoing amendments to the Loan Agreement on behalf of the Borrower by countersigning and dating the two original copies of this Amendment Letter and returning one countersigned original to us. Upon receipt by the Borrower of this countersigned copy, this amendment shall become effective as of the date of your countersignature.

International Bank for Reconstruction and Development

Yours sincerely,

[Signature]

Jesko Hentschel
Country Director for Tunisia
Middle East and North Africa Region

AGREED:

REPUBLIC OF TUNISIA

By: ___________________ Date: 2 avril 2020

Name: Mohamed Selim Assabi
Title: Ministre du Développement de l’Investissement et de la Coopération Internationale