H. E. Zied Laadhari
Minister of Development, Investment and International Cooperation
Ministry of Development, Investment and International Cooperation
Tunis
Republic of Tunisia

Re: Loan No. 8398-TN
(Third Export Development Project)
Amendment to the Loan Agreement

Excellency:

We refer to the Loan Agreement (the “Loan Agreement”) between the International Bank for Reconstruction and Development (the “Bank”) and the Republic of Tunisia (the “Borrower”) for the above-mentioned Project, dated August 19, 2014. We also refer to your letters dated March 21, 2016, May 20, 2016, January 9, 2017 and August 21, 2017, requesting amendments to the Loan Agreement. The capitalized terms used in this 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, after due consideration, has acceded to the above request. Accordingly, the Loan Agreement is hereby amended as follows:

1. Part 1 of Schedule I to the Loan Agreement is amended to read as follows:

   “Part 1: Support to Improve the Business Climate for Trade Competitiveness and the Diffusion of Technology and Innovation

   A. Support for the Restructuring and Modernization of Customs

   (a) Upgrading the Borrower’s customs information technology system, through the acquisition of goods and the provision of technical advisory services and Training to selected customs officials.

   (b) Developing a comprehensive computerized post review risk management system for the Borrower’s customs through the provision of technical advisory services, Training and acquisition of goods.
Developing an authorized economic operator approach, through the provision of technical advisory services and Training for selected customs officials, including carrying out of communication campaign to promote the approach.

B. Improvement of Trade Logistics

Improving trade logistics to lower the cost of exports for Tunisian enterprises through:

(a) Supporting the MT to better define the needs for improvement in the port of Radès, through carrying out of comparative studies with other competitor ports, institutional and operational audit of existing concessions and supporting the implementation of the measures recommended by the said studies and audit.

(b) Developing a system for the management and tracking of containers by STAM, through the provision of technical advisory services and acquisition of goods.

C. Support Innovation and its Dissemination

Strengthening INNORPI's capacity in: (i) developing and disseminating services on industrial property to exporting firms; and (ii) creating new systems for traceability, certification, and accreditation of goods and services destined for export; all through the provision of technical advisory services and acquisition of goods.”

2. Part 2.B of Schedule 1 to the Loan Agreement is amended to read as follows:

“B. Pre-Shipment Export Finance Guarantee Facility (PEFGF)

(a) Increasing the amount of the Export Finance Guarantee Facility; and

(b) providing technical advisory services and Operating Cost to COTUNACE to, inter alia: (i) simplify the Export Finance Guarantee mechanism and procedures; (ii) improve COTUNACE’s governance and risk monitoring approach of the export finance guarantee; (iii) support the creation of a Foreign Establishment Guarantee product; and (iv) extend guarantee to exporting enterprises for securing eligible bonds from commercial banks.”

3. The table in Section IV.A.2 of Schedule 2 (Project Execution) to the Loan Agreement is amended as set forth in the Attachment below.

4. Definition 20 of the Appendix to the Loan Agreement is amended to read as follows:

“20. “Operating Costs” means the incremental expenses incurred on account of Project implementation, except for Part 2.A (a) and Part 2.C, including office equipment and supplies, vehicle operation and maintenance, communication costs, office administration costs, utilities, travel and per diem, excluding the salaries of the Borrower’s civil servants.”
All the terms and conditions of the Loan Agreement that have not been amended hereby shall remain unchanged and in full force and effect.

Please confirm your agreement with the foregoing, on behalf of the Borrower, 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

[Signature]

Marie Françoise Marie-Nelly
Director of Operations, Maghreb Department
Middle East and North Africa Region

CONFIRMED AND AGREED
REPUBLIC OF TUNISIA

By: ZIED LADHARI
Name: ZIED LADHARI
Title: Minister of Development, Investment and International Cooperation
Date: [Date]

Minister of Development, Investment and International Cooperation
Sign: Zied LADHARI
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in EUR)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, and consultants' services, Training, and Operating Costs under Part 1 and Part 3 of the Project.</td>
<td>10,209,250</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, and consultants' services, including Training, under Part 2.C of the Project.</td>
<td>2,200,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) (a) Matching Grants under Part 2.A (a) of the Project</td>
<td>14,900,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) (b) Goods, non-consulting services, consultants' services, Training and Operating Costs under Part 2.A of the Project, except for Part 2.A (a)</td>
<td>2,100,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) (a) Contribution to the Export Finance Guarantee facility under Part 2.B (a) of the Project</td>
<td>6,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(b) Goods, non-consulting services, consultants' services, Training and Operating Costs under Part 2.B (b) of the Project</td>
<td>800,000</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Front-end Fees</td>
<td>90,750</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions</td>
</tr>
</tbody>
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**TOTAL AMOUNT** 36,300,000