H.E. Zied Ladhari  
Minister of Development, Investment and International Cooperation  
Ministry of Development, Investment and International Cooperation  
Place Pasteur  
1002 Tunis  
Republic of Tunisia  

Re: Republic of Tunisia: Road Transport Corridors Project (Loan No. 8519-TN and MNXTA)  
Grant No. TF0A0260)  
First Amendment to the Loan Agreement for Loan No. 8519-TN; and Amendment to the Grant Agreement for TF0A0260  

Your Excellency:  

We refer to: (a) the Loan Agreement between the International Bank for Reconstruction and Development (the Bank) and the Republic of Tunisia (the Borrower), dated October 2, 2015 (Loan Agreement); and (b) the Grant Agreement between the Bank, acting as administrator of the Middle East and North Africa (MNA) Region-wide Technical Assistance Multi-Donor Trust Fund, and the Republic of Tunisia (the Recipient), dated October 2, 2015 (Grant Agreement); all for the above-mentioned Project (collectively, Legal Agreements). The capitalized terms used in this amendment letter and not defined herein have the meanings ascribed to them in the Legal Agreements.  

Pursuant to your letter dated December 30, 2016 and follow-up discussions with the Bank, we are pleased to concur with your request. Accordingly, the Legal Agreements are hereby amended as follows:  

A. Legal Agreements  
1. The description of Part I activities in Schedule 1 of the Legal Agreements is hereby amended and replaced in its entirety to read as set forth in Attachment 1 to this amendment letter.  

B. Loan Agreement  
2. The disbursement table in Section IV.A.2 of Schedule 2 to the Loan Agreement is hereby amended and replaced in its entirety to read as follows:
<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, works, non-consulting services, and consultants’ services for Parts 1.1, 1.2, 1.3 and 1.5 of the Project</td>
<td>178,153,250</td>
<td>87%</td>
</tr>
<tr>
<td>(2) Front-end Fee</td>
<td>446,750</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>
<tr>
<td>(3) Goods, non-consulting services (including Training) and consultants’ services under Part II.2 of the Project</td>
<td>100,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>178,700,000</td>
<td></td>
</tr>
</tbody>
</table>

For the purposes of the above table, "Training" means the costs of: (i) reasonable expenditures for national and international 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; (iv) training material preparation, acquisition, reproduction, and distribution expenses; and (v) participating in national and international workshops and conferences.

3. The following definitions in Section I of the Appendix of the Legal Agreements are hereby amended to read in their entirety as follows:

"""ESMP" means each of: (i) the Environment and Social Management Plan for the activities to be carried out under Part I.1 of the Project regarding National Road 12, and disclosed in the Bank’s external website on February 13, 2015; (ii) the Environment and Social Management Plan for the activities to be carried out under Part I.3 of the Project regarding Regional Road 133, and disclosed in the Bank’s external website on February 13, 2015; and (iii) any Environment and Social Management Plan, satisfactory to the Bank, to be prepared and adopted by the MEHLP, and to be disclosed in the Bank’s external website for the activities to be carried out under Part I.2 regarding National Road 4 and Part I.5 of the Project, each in accordance with the terms of the ESMF, describing the mitigation, monitoring and institutional measures to be implemented in order to eliminate, offset or reduce any adverse environmental and social aspects in respect of the activities for each such Parts of the Project; and referenced collectively as the “ESMPs.”

"""RAP" means each of: (i) the Resettlement Action Plan for the activities to be carried out under Part I.1 of the Project regarding National Road 12, and disclosed in the Bank’s external website on April 24, 2015; (ii) the Resettlement Action Plan for the activities to be carried out under Part I.3 of the Project and additional activities identified in the Action Plan regarding Regional Road 133, and disclosed in the Bank’s external website on April 24, 2015; and (iii) any Resettlement Action Plan, satisfactory to the Bank, to be prepared and adopted by the MEHLP.
and to be disclosed in the Bank’s external website for the activities to be carried out under Part 1.2 regarding National Road 4 and under Part 1.5 of the Project, each in accordance with the terms of the RPF, describing the details for land acquisition, resettlement and rehabilitation in respect of the activities for each such Parts of the Project; and referenced collectively as the “RAPs”; and any amendments thereto made with the prior approval of the Bank.”

All other provisions of the Legal Agreements except as amended through this Amendment Letter shall remain in full force and effect.

Please confirm your agreement with the foregoing amendment by signing, dating and returning to the Bank the enclosed copy of this Amendment Letter. Upon receipt by the Bank of the copy of this Amendment Letter countersigned by you, this Amendment Letter shall become effective as of the date of your countersignature.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

[Signature]

Vesko S. Hentschel
Country Director for Tunisia
Middle East and North Africa Region

CONFIRMED AND AGREED:

REPUBLIC OF TUNISIA

[Signature]

By: Zied Ladhari
Authorized Representative

Name:
Title: '11 SEPT 2019
Date: [Signature]
Part I: Road Corridor Improvement

1. Widening and upgrading as necessary of about 57 km of National Road 12 between Sousse and Kairouan, including the upgrading of bridges, the improvement of culverts, intersections, and traffic signs, and the installation of road safety devices.

2. Widening and upgrading as necessary of about 65 km of National Road 4 between El Fahs and Siliana, including the upgrading of bridges, the improvement of culverts, intersections, and traffic signs, and the installation of road safety devices.

3. Widening and upgrading as necessary of about 24 km of Regional Road 133 between Jebel El Oust and Zaghouan, including the upgrading of bridges, the improvement of culverts, intersections, and traffic signs, and the installation of road safety devices.

4. Supervision of the activities to be carried out under Parts I.1, I.2, I.3 and I.5 of the Project.

5. Widening and constructing/upgrading as necessary of about 55 km of road(s) connecting the city of Tataouine to the A1 highway, including: (a) the widening of approximately 13.5 km of the National Road 19; (b) the construction of approximately 30 km of a new national road; (c) the construction of a bypass of the city of Tataouine; (d) the rehabilitation of approximately 7.3 km of a road connecting the cities of Bir Lahmar and Ghomrassen to the new national road to be constructed under (b) above; (e) the construction/upgrading of bridges; and (f) the construction overpasses and roundabouts.