

Public Disclosure Authorized

OFFICIAL DOCUMENTS LN 8440 A11

August 12, 2015

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Mr. Mustapha Bakkoury
President du Directoire
Moroccan Agency for Solar Energy
Immeuble Extension CMR; third floor
Avenue Al Araar
Hay Riad
10014, Rabat
Kingdom of Morocco

Re: Kingdom of Morocco: Noor-Ouarzazate Concentrated Solar Power Plant Project
(IBRD Loan No. 8440-MA)
Amendments to the IBRD Loan Agreement

Dear Mr. Bakkoury:

We refer to the IBRD Loan Agreement (the IBRD Loan Agreement), between the International Bank for Reconstruction and Development (the Bank), and Moroccan Agency for Solar Energy (the Borrower), for the above-mentioned Project, dated December 19, 2014. We also refer to the letter dated July 31, 2015, from Ms. Dayae Oudghiri, requesting amendments to the IBRD Loan Agreement. The capitalized terms used in this amendment letter and not defined herein have the meanings ascribed to them in the IBRD Loan Agreement.

We are pleased to inform you that the Bank, after due consideration, has acceded to the above request. Accordingly, the IBRD Loan Agreement is hereby amended as follows:

1. Article IV (Additional Remedies) of the IBRD Loan Agreement is modified to read as follows:

**“Article IV
Additional Remedies**

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) The Basic Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Borrower to perform any of its obligations under this Agreement, or to achieve the objectives of the Project.
 - (b) The Conventions have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Borrower and/or the

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Second Plant Project Implementing Entity and/or the Third Plant Project Implementing Entity to perform any of their obligations under this Agreement, or to achieve the objectives of the Project.

- (c) Any party to any of the Conventions, the EC Second Plant Co-financing Agreement, the EC Third Plant Co-financing Agreement or any of the agreements referred to in Sections IV.B.1.(b)(i)(E), IV.B.1.(b)(i)(H) and IV.B.1.(b)(i)(I), and Sections IV.B.1.(c)(i)(E), IV.B.1.(c)(i)(H) and IV.B.1.(c)(i)(I) of Schedule 2 to this Agreement has: (i) failed to perform any of its obligations under any of such Conventions or agreements and such default has affected materially and adversely the ability of the Borrower and/or the Second Plant Project Implementing Entity and/or the Third Plant Project Implementing Entity to perform any of their obligations under this Agreement, or to achieve the objectives of the Project; or (ii) terminated any of the Conventions or any of such agreements and such termination has affected materially and adversely the ability of the Borrower and/or the Second Plant Project Implementing Entity and/or the Third Plant Project Implementing Entity to perform any of their obligations under this Agreement, or to achieve the objectives of the Project.

4.02. The Co-financing Deadline for the effectiveness of the EC Second Plant Co-financing Agreement and for the EC Third Plant Co-financing Agreement is December 31, 2015.

4.03. The Additional Events of Acceleration consist of the following:

- (a) Any event specified in paragraphs (a) and (b) of Section 4.01 of this Agreement occurs.
- (b) The event specified in paragraph (c) of Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the World Bank to the Borrower.”

2. The table in paragraph A.2 of Section IV (Withdrawal of Loan Proceeds) of Schedule 2 (Project Execution) of the IBRD Loan Agreement, is modified to read as follows:

Category	Amount of the Loan Allocated (expressed in EUR)	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works and non-consulting services for Part 1.A of the Project	58,606,000	20,000,000	6.7% up to November 19, 2015, and 15.2% afterwards
(2) Goods, works and non-consulting services for Part 1.C of the Project	0	0	0%
(3) Purchase of electricity for Part 2.A of the Project	54,993,000	18,767,000	100% of the Solar Incremental Cost

(4) Purchase of electricity for Part 2.B of the Project	71,276,000	24,324,000	100% of the Solar Incremental Cost
(5) Purchase of electricity for Part 2.C of the Project	25,597,000	8,709,000	100% of the Solar Incremental Cost
(6) Front-end Fee	586,250	200,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(7) Unallocated	23,441,750	8,000,000	
TOTAL AMOUNT	234,500,000	80,000,000	

3. Paragraph B.1 (a) of Section IV (Withdrawal of Loan Proceeds) of Schedule 2 (Project Execution) of the IBRD Loan Agreement, is modified to read as follows:

“ (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed €46,900,000 and \$16,000,000 may be made for payments made prior to this date but on or after December 20, 2013, for Eligible Expenditures under Categories (1) and (2); or”

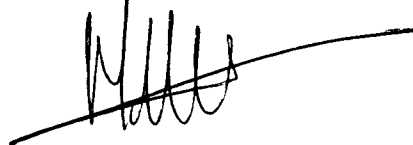
4. Paragraphs B.1(b)(i)(H)(2) and B.1(c)(i)(H)(3) of Section IV (Withdrawal of Loan Proceeds) of Schedule 2 (Project Execution) of the IBRD Loan Agreement, are deleted.

All the terms and conditions of the IBRD 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



Hisham Waly
Acting Country Director
Maghreb Department
Middle East and North Africa Region

CONFIRMED AND AGREED:

MOROCCAN AGENCY FOR SOLAR ENERGY

By: 
Authorized Representative
Le Président du Directoire

Name: _____

Title: Mustapha BAKKOURY

Date: 25 AOUT 2015