

OFFICIAL  
DOCUMENTS

LN 8644-TN

Supplemental Letter No. 2

OFFICE NATIONAL DE L'ASSAINISSEMENT

November 30, 2016

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

Dear Sirs and Mesdames:

Re: Loan No. 8644-TN  
(Additional Financing for the Northern Tunis Wastewater Project)  
Representations

In connection with the Loan Agreement of even date between the International Bank for Reconstruction and Development (the Bank) and the Office National de l'Assainissement (the Borrower) for the above-captioned Loan, the Borrower hereby undertakes and warrants to the Bank that:

1. The financial statements dated December 31, 2014, copies of which have been furnished to the Bank, correctly set forth the financial and operating conditions of the Borrower as of that date, and since that date there have been no material adverse changes in the financial and operating conditions of the Borrower.
2. The Borrower is not engaged in litigation as plaintiff or defendant, the outcome of which might materially and adversely affect its financial condition.
3. The Borrower has no outstanding agreements or liabilities, contingent or otherwise (including taxes), that might materially and adversely affect its financial condition.
4. No debt of the Borrower is secured by any mortgage, pledge, charge, priority, or other lien, and no contract or arrangement exists for the creation of any such mortgage, pledge, charge, priority, or other lien.
5. There are no existing defaults in the payment of principal of, or interest or other charges on, any of the debts of the Borrower.
6. The Borrower is not in violation of, and the execution and delivery of, the Loan Agreement and the compliance with all its terms thereof do not and will not result in any violation of, any provisions of any existing agreement, franchise, concession, license, or permit, or of any statute, law, decree, regulation, or any other legal rule of a similar nature presently in effect and applicable to the Borrower.
7. The Borrower is an industrial and commercial public institution duly existing under the laws of the Republic of Tunisia, with full authority to carry out its present business, to carry out the Project, and to execute and deliver the Loan Agreement, and has furnished to the Bank true copies of Law No. 74-73, dated August 3, 1974, as amended and completed by Law No. 93-41, dated April 19, 1993, pursuant to which the

Borrower has been established and is operating, and of all other legislation presently in force and effect and governing or applicable to the operations of the Borrower.

It is our understanding that, in making the Loan and entering into the Loan Agreement with the Borrower, the Bank may rely on the representations contained herein.

Very truly yours,

**OFFICE NATIONAL DE L'ASSAINISSEMENT**

A handwritten signature in black ink, consisting of a series of loops and strokes, positioned above a horizontal line.

By \_\_\_\_\_  
Authorized Representative