

CONFORMED COPY

CREDIT NUMBER 3240-1 TJ

Agreement Amending  
Development Credit Agreement

(Farm Privatization Support Project)

between

REPUBLIC OF TAJIKISTAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated April 5, 2001

CREDIT NUMBER 3240-1 TJ

DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated April 5, 2001, between REPUBLIC OF TAJIKISTAN (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS (A) the Borrower and the Association have entered into a Development Credit Agreement (Farm Privatization Support Project) dated June 21, 1999 (the Development Credit Agreement), as amended, for the purpose of providing support to the private farmers to operate independently, and assistance to the population severely affected by the drought of Spring 2000, as described in Recital (A) of Development Credit Agreement (the Project);

(B) the Borrower has requested the Association to provide further additional assistance in the support of the Project by increasing the amount made available under the Development Credit Agreement by an amount in various currencies equivalent to two million four hundred thousand Special Drawing Rights (SDR 2,400,000); and

WHEREAS the Association has agreed, on the basis, inter alia, of the foregoing, to provide such additional assistance to the Borrower upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

## ARTICLE I

### Amendments to the Development Credit Agreement

Section 1.01. Section 1.02 is amended by including the following additional definition:

"(b) "Amending Agreement" means the agreement amending the Development Credit Agreement (Farm Privatization Support Project) between the Borrower and the Association, dated June 21, 1999".

Section 1.02. Subsections (b) through (y) in said Section 1.02 are re-lettered (c) through (z) accordingly.

Section 1.03. Section 2.01 of the Development Credit Agreement is amended to read as follows:

"Section 2.01. The Association agrees to lend to the Borrower, on the terms and conditions set forth or referred to in the Development Credit Agreement, and amount in various currencies equivalent to seventeen million two hundred thousand Special Drawing Rights (SDR 17,200,000) (the Credit), which includes: (a) an original amount in various currencies equivalent to fourteen million eight hundred thousand Special Drawing Rights (SDR 14,800,000) (the Initial Financing); and (b) an additional amount in various currencies equivalent to two million four hundred thousand Special Drawing Rights (SDR 2,400,000) (the Additional Financing)."

Section 1.04. Section 2.03 of the Development Credit Agreement is amended to read as follows:

"Section 2.03. The Closing Date shall be December 31, 2004 or such later date as the Association shall establish. The Association shall promptly notify the borrower of such later date."

Section 1.05. A proviso is added at the end of Section 2.04 (b)(i) of the Development Credit Agreement reading as follows:

"; provided however that the commitment charge on the Additional Financing shall accrue from a date sixty (60) days after the date of this Amending Agreement."

Section 1.06. Schedule 1 of the Development Credit Agreement is hereby revised as indicated in the Annex to this Amending Agreement.

## ARTICLE II

### Effective Date; Termination

Section 2.01. This Amending Agreement shall not become effective until evidence satisfactory to the Association shall have been furnished to the Association that the execution and delivery of this Amending Agreement on behalf of the Borrower have been duly authorized and ratified by all necessary governmental action.

Section 2.02. As part of the evidence to be furnished pursuant to Section 2.01 of this Amending Agreement, there shall be furnished to the Association an opinion or opinions satisfactory to the Association of counsel acceptable to the Association showing, on behalf of the Borrower, that this Amending Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Borrower and is legally binding upon the Borrower in accordance with its terms.

Section 2.03. This Amending Agreement shall come into force and effect on the date upon which the Association shall dispatch to the Borrower notice of its acceptance of the evidence required by Section 2.01 of this Amending Agreement.

Section 2.04. If this Amending Agreement shall not have come into force and effect by a date ninety (90) days after the date of this Amending Agreement, this Amending Agreement and all obligations of the parties hereunder shall terminate,

unless the Association establishes a later date for the purposes of this Section. If this Amending Agreement shall terminate under the provisions of this Section, the Development Credit Agreement shall continue in full force and effect, as if this Amending Agreement had not been executed.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Amending Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF TAJIKISTAN

By /s/ Gulomjon Babayev

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Kiyoshi Kodera

Acting Regional Vice President

ANNEX

SCHEDULE 1

Withdrawal of the Proceeds of the Credit

1. The table below sets forth the Categories of items to be financed out of the proceeds of the Credit, the allocation of the amounts of the Credit to each Category and the percentage of expenditures for items so to be financed in each Category:

Category	Amount of the Credit Allocated (Expressed in SDR Equivalent)	% of Expenditures to be Financed
(1) Works	3,428,000	85%
(2) Goods		100% of foreign expenditures, 100% of local expenditures (ex-factory cost) and 90% of local expenditures for other items procured locally
(a) Parts A, B, C and D	2,480,000	
(b) Part E	2,155,000	
(3) Consultants' services and training		100%
(a) Consultants' services and training for Parts A, B, C and D	2,402,000	
(b) NGO Technical Services for Part E	155,000	
(4) Grants under Part C (1) of the Project	2,730,000	100%

(5)	Subloans under Part C (3) of the Project	790,000	100%
(6)	Incremental operating costs	1,710,000	90% through September 30, 2000 85% through September 30, 2001 80% through September 30, 2002 75% thereafter
(7)	Refunding of Project Preparation Advance	450,000	Amount due pursuant to Section 2.02 (c) of this Agreement
(8)	Unallocated	900,000	
	TOTAL	17,200,000	

