

CONFORMED COPY

CREDIT NUMBER 2546 SL
(Second Amendment)

Second Agreement Amending
Development Credit Agreement

(Structural Adjustment Credit)

between

REPUBLIC OF SIERRA LEONE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated January 23, 1995

DEVELOPMENT CREDIT NUMBER 2546 SL
(Second Amendment)

SECOND AGREEMENT AMENDING
DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated January 23, 1995, between the REPUBLIC OF SIERRA LEONE (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS (A) the Borrower and the Association have entered into a Development Credit Agreement (Structural Adjustment Credit), dated October 15, 1993, as amended by the Agreement Amending Development Credit Agreement dated March 15, 1994 (hereinafter together referred to as the Development Credit Agreement) for the purpose of assisting in the financing of the program referred to in Recital (A) of the Preamble to the Development Credit Agreement (the Program);

(B) the Borrower has requested the Association to provide additional assistance towards the financing of the Program by increasing the amount made available under the Development Credit Agreement by an amount in various currencies equivalent to two hundred thousand Special Drawing Rights (SDR 200,000);

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 of the Development Credit Agreement is amended by:

- (i) the deletion of the definitions in items (d), (e) and (f) thereof and the substitution therefor of the following new definitions:
 - '(d) "First Tranche" means an amount equivalent to SDR14,440,000 to be withdrawn from the proceeds of the Credit after the Effective Date in accordance with the provisions of the Development Credit Agreement;
 - (e) "Second Tranche" means an amount equivalent to SDR11,000,000 to be withdrawn from the proceeds of the Credit after the First Tranche in accordance with the provisions of the Development Credit Agreement;
 - (f) "Third Tranche" means an amount equivalent to SDR 10,800,000 to be withdrawn from the proceeds of the Credit after the Second Tranche in accordance with the provisions of the Development Credit Agreement;
- (ii) the deletion of the word "and" at the end of the definition of the term "SAPS Committee" in item (h) thereof;
- (iii) the deletion of the period at the end of the definition of the term "SAPDU" in item (i) thereof, substituting therefor a semi-colon and adding immediately thereafter the following new definitions:
 - '(j) "First Amending Agreement" means the Agreement Amending the Development Credit Agreement between the Borrower and the Association, dated March 15, 1994;
 - (k) "Second Amending Agreement" means the Second Agreement Amending the Development Credit Agreement between the Borrower and the Association, dated January 23, 1995";
 - (l) "Amending Agreements" means the First Amending Agreement and the Second Amending Agreement;
 - (m) "First Additional Financing" means the additional financing provided under the First Amending Agreement;
 - (n) "Second Additional Financing" means the additional financing provided under the Second Amending Agreement; and
 - (o) "Additional Financings" means the First

Additional Financing and the Second
Additional Financing.'

Section 1.02. 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, an amount in various currencies equivalent to thirty-six million two hundred forty thousand Special Drawing Rights (SDR 36,240,000) (the Credit), which includes an original amount in various currencies equivalent to thirty-five million nine hundred thousand Special Drawing Rights (SDR 35,900,000) and the following additional amounts in various currencies equivalent to: (i) one hundred forty thousand Special Drawing Rights (SDR 140,000) (First Additional Financing); and (ii) two hundred thousand Special Drawing Rights (SDR 200,000) (Second Additional Financing)."

Section 1.03. Section 2.04 (b) of the Development Credit Agreement is amended by: (i) the deletion of the period at the end of the said Section and the substitution therefor of a semi-colon; and (ii) the addition at the end of the said Section of the following proviso:

"provided, however, that any commitment charge on either of the Additional Financings shall accrue from a date sixty days after the date of the Amending Agreement under which such Additional Financing is provided."

Section 1.04. Schedule 1 to the Development Credit Agreement is amended by the deletion in paragraph 4 (b) thereof of the amount of "SDR 25,240,000" and the substitution therefor of the amount of "SDR 25,440,000".

Section 1.05. Paragraph 5 of Schedule 1 to the Development Credit Agreement is amended to read as follows:

"5. After a date twelve months from the date of either of the Amending Agreements, no withdrawals shall be made and no commitment shall be entered into to pay amounts to or on the order of the Borrower in respect of expenditures to be financed out of the proceeds of the Additional Financing provided under such Amending Agreement. At any time after such date, the Association may, by notice to the Borrower, cancel the unwithdrawn amount of such Additional Financing from the Credit Account or any part thereof."

ARTICLE II

Effective Date; Termination

Section 2.01. This 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 Agreement on behalf of the Borrower have been duly authorized or ratified by all necessary governmental action.

Section 2.02. As part of the evidence to be furnished pursuant to Section 2.01 of this 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 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 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 Agreement.

Section 2.04. If this Agreement shall not have come into force and effect by a date sixty (60) days after the date of this Agreement, this 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 Agreement shall terminate under the provisions of this Section, the Development Credit Agreement shall continue in full force and effect, as if this Agreement had not been executed.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this 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 SIERRA LEONE

By /s/ John Karimu

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Jean-Louis Sarbib

Acting Regional Vice President
Africa

