

CONFORMED COPY

CREDIT NUMBER 2546-4 SL
(Fourth Amendment)

Fourth Agreement Amending
Development Credit Agreement

(Structural Adjustment Credit)

between

REPUBLIC OF SIERRA LEONE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated December 19, 1996

CREDIT NUMBER 2546-4 SL
(Fourth Amendment)

FOURTH AGREEMENT AMENDING
DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated December 19, 1996, 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, the Second Agreement Amending the Development Credit Agreement dated January 23, 1995 and the Third Agreement Amending Development Credit Agreement dated January 18, 1996 (the said Agreements being 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 one hundred thousand Special Drawing Rights (SDR 100,000); 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:

(a) the deletion of the definition "Third Tranche" in definition (f) thereof and the substitution therefor of the following new definition:

'(f) "Third Tranche" means an amount equivalent to SDR 11,100,000;'

(b) the addition, next after definition "Third Amending Agreement" in definition (k) thereof, of the following new definition:

'(kk) "Fourth Amending Agreement" means the The Fourth Agreement Amending the Development Credit Agreement between the Borrower and the Association, dated December 19, 1996.

(c) the deletion of definition "Amending Agreements" in definition (l) thereof and the substitution therefor of the following new definition:

'(l) "Amending Agreements" means the First Amending Agreement, the Second Amending Agreement, the Third Amending Agreement and the Fourth Amending Agreement';

(d) the addition, next after definition "Second Additional Financing" in definition (nn) of the following new definition:

'(nnn) "Fourth Additional Financing" means the additional financing provided under the Fourth Amending Agreement;'

(e) the deletion of definition "Additional Financings" in definition (o) thereof and the substitution therefor of the following new definition:

'(o) "Additional Financings" means the First Additional Financing, the Second Additional Financing, the Third Additional Financing and the Fourth 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 five hundred forty thousand Special Drawing Rights (SDR 36,540,000) (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) (the First Additional Financing); (ii) two hundred thousand Special Drawing Rights (SDR 200,000) (the Second Additional Financing); two hundred thousand Special Drawing Rights (SDR 200,000) (the Third Additional Financing) and one hundred thousand Special Drawing Rights (SDR 100,000) (the Fourth Additional Financing)".

Section 1.03. Section 2.04 (b) of the Development Credit Agreement

is amended by the addition at the end of the said Section of the following proviso:

"provided, however, that any commitment charge on any 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. After a date twelve months from the date of any 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 concerned. 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 E. Leigh

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Jean-Louis Sarbib

Regional Vice-President
Africa

