

CONFORMED COPY

CREDIT NUMBER 1941 MAG
(Fifth Amendment)

Fifth Agreement Amending
Development Credit Agreement

(Public Sector Adjustment Credit)

between

DEMOCRATIC REPUBLIC OF MADAGASCAR

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated January 21, 1993

CREDIT NUMBER 1941 MAG
(Fifth Amendment)

FIFTH AGREEMENT AMENDING
DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated January 21, 1993, between
DEMOCRATIC REPUBLIC OF MADAGASCAR (the Borrower) and
INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS (A) the Borrower and the Association have entered into a Development Credit Agreement (Public Sector Adjustment Credit), dated July 18, 1988 (the Development Credit Agreement), for the purpose of assisting in the financing of imports needed during the execution of the program referred to in Recital (A) of the Preamble to the Development Credit Agreement (the Program);

(B) the Borrower and the Association have entered into an agreement dated April 6, 1989 (First Amending Agreement), an agreement dated January 22, 1990 (Second Amending Agreement), an agreement dated December 14, 1990 (Third Amending Agreement) and an agreement dated January 13, 1992 (Fourth Amending Agreement) amending the Development Credit Agreement for the purpose of providing

the Borrower with additional assistance in support of the Program;

(C) the Borrower has requested the Association to provide further additional assistance towards support of the Program by increasing the amount made available under the Development Credit Agreement, as amended, by an amount in various currencies equivalent to nine hundred ninety thousand Special Drawing Rights (SDR 990,000); 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 of the Development Credit Agreement

Section 1.01. Section 1.02 of the Development Credit Agreement is amended by deleting the "and" at the end of Subsection (f), by deleting the "." at the end of Subsection (g) and the substitution thereof by "; and" and adding a new Subsection (h) as follows:

"(h) 'Fifth Amending Agreement' means the Agreement Amending the Development Credit Agreement (Public Sector Adjustment Credit) between the Borrower and the Association, dated July 18, 1988, as amended."

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 ninety-five million six hundred ninety thousand Special Drawing Rights (SDR 95,690,000) (the Credit), which includes an original amount in various currencies equivalent to ninety million five hundred thousand Special Drawing Rights (SDR 90,500,000), and five additional amounts in various currencies equivalent, respectively, to one million one hundred thousand Special Drawing Rights (SDR 1,100,000) (the First Additional Financing), nine hundred thousand Special Drawing Rights (SDR 900,000) (the Second Additional Financing), one million two hundred thousand Special Drawing Rights (SDR 1,200,000) (the Third Additional Financing), one million Special Drawing Rights (SDR 1,000,000) (the Fourth Additional Financing) and nine hundred ninety thousand Special Drawing Rights (SDR 990,000) (the Fifth Additional Financing)."

Section 1.03. The proviso at the end of Section 2.04 (b) of the Development Credit Agreement is amended to read as follows:

"; and provided, however, that any commitment charge on the First Additional Financing shall accrue from June 5, 1989, that any commitment charge on the Second Additional Financing shall accrue from March 21, 1990, that any commitment charge on the Third Additional Financing shall

accrue from February 13, 1990, that any commitment charge on the Fourth Additional Financing shall accrue from March 12, 1992, and that any commitment charge on the Fifth Additional Financing shall accrue from a date sixty days after the date of the Fifth Amending Agreement."

Section 1.04. Paragraph 3 of Schedule 1 to the Development Credit Agreement is amended by substituting "SDR 61,700,000" set forth in subparagraph B (i) by "SDR 62,690,000".

Section 1.05. The following paragraph is added at the end of Schedule 1 to the Development Credit Agreement:

"9. After a date twelve months from the date of the Fifth Amending Agreement, 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 Fifth Additional Financing. At any time after such date, the Association may, by notice to the Borrower, cancel the unwithdrawn amount of the Fifth Additional Financing from the Credit Account or any part thereof."

ARTICLE II

Effective Date; Termination

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

Section 2.04. If this Fifth Amending Agreement shall not have come into force and effect by a date ninety (90) days after the date of this Fifth Amending Agreement, this Fifth 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 Fifth Amending Agreement shall terminate under the provisions of this Section, the Development Credit Agreement shall continue in full force and effect, as if this Fifth Amending Agreement had not been executed.

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

DEMOCRATIC REPUBLIC OF MADAGASCAR

By /s/ Pierrot Rajaonarivelo
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Francisco J. Aquirre-Sacasa
Acting Regional Vice President
Africa

