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CONFORMED COPY
CREDIT NUMBER 3661-SLU
Development Credit Agreement
(
OECS Education Development Project
)
between
SAINT LUCIA
and
INTERNATIONAL DEVELOPMENT ASSOCIATION
Dated September 26, 2002
CREDIT NUMBER 3661-SLU

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DEVELOPMENT CREDIT AGREEMENT
AGREEMENT, dated September 26, 2002, between SAINT LUCIA (the Borrower) and
the INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association):
WHEREAS (A) the Borrower, having satisfied itself as to the feasibility and priority of
the project (the Project) described in Schedule 2 to the Loan Agreement (the Loan Agreement) of
even date herewith between the Borrower and the International Bank for Reconstruction and
Development (the Bank), has requested the Association to assist in the financing of the Project;
(B)
by the Loan Agreement, the Bank has agreed to provide additional assistance for
the financing of the Project in an aggregate principal amount equal to six million Dollars (the
Loan); and
(C)
the Borrower and the Association intend, to the extent practicable, that the
proceeds of the credit provided for in this Agreement (the Credit) be disbursed on account of
expenditures in respect of the Project before disbursements of the proceeds of the Loan are
made; and
WHEREAS the Association has agreed, on the basis, inter alia, of the foregoing, to
extend the Credit to the Borrower upon the terms and conditions set forth in this Agreement;
NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. The "General Conditions Applicable to Development Credit Agreements"
of the Association, dated January 1, 1985 (as amended through October 6, 1999) (the General
Conditions) constitute an integral part of this Agreement.

Section 1.02. Unless the context otherwise requires, the several terms defined in the
Loan Agreement, in the General Conditions, and in the Preamble to this Agreement have the
respective meanings therein set forth and are hereby incorporated to this Agreement, provided
that the exceptions listed under Section 3.01 of this Agreement shall apply.

ARTICLE II

The Credit

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
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currencies equivalent to four million eight hundred thousand Special Drawing Rights (SDR
4,800,000).

Section 2.02. The amount of the Credit may be withdrawn from the Credit Account in
accordance with the provisions of Schedule 1 to the Loan Agreement for expenditures made (or,
if the Association shall so agree, to be made) in respect of the reasonable cost of works, goods
and services required for the Project and to be financed out of the proceeds of the Credit.

Section 2.03. The Closing Date shall be September 30, 2008 or such later date as the
Association shall establish. The Association shall promptly notify the Borrower of such later
date.

Section 2.04. (a) The Borrower shall pay to the Association a commitment charge on the principal amount of the Credit not withdrawn from time to time at a rate to be set by the Association as of June 30 of each year, but not to exceed the rate of one-half of one percent (1/2 of 1%) per annum.

(b)

The commitment charge shall accrue: (i) from the date sixty days after the date of this Agreement (the accrual date) to the respective dates on which amounts shall be withdrawn by the Borrower from the Credit Account or canceled; and (ii) at the rate set as of the June 30 immediately preceding the accrual date and at such other rates as may be set from time to time thereafter pursuant to paragraph (a) above. The rate set as of June 30 in each year shall be applied from the next date in that year specified in Section 2.06 of this Agreement.

(c)

The commitment charge shall be paid: (i) at such places as the Association shall reasonably request; (ii) without restrictions of any kind imposed by, or in the territory of, the Borrower; and (iii) in the currency specified in this Agreement for the purposes of Section 4.02 of the General Conditions or in such other eligible currency or currencies as may from time to time be designated or selected pursuant to the provisions of that Section.

Section 2.05. The Borrower shall pay to the Association a service charge at the rate of three-fourths of one percent (3/4 of 1%) per annum on the principal amount of the Credit withdrawn and outstanding from time to time.

Section 2.06. Commitment charges and service charges shall be payable semiannually on February 15 and August 15 in each year.

Section 2.07. (a) Subject to paragraphs (b), (c) and (d) below, the Borrower shall repay the principal amount of the Credit in semiannual installments payable on each February 1 and August 1 commencing August 15, 2012 and ending February 15, 2037. Each installment to and including the installment payable on February 15, 2022 shall be one and one-fourth percent (1-1/4%) of such principal amount, and each installment thereafter shall be two and one-half percent (2-1/2%) of such principal amount.

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(b)

Whenever:

(i)

the Borrower's per capita gross national product (GNP), as determined by the Association, shall have exceeded for three consecutive years the level established annually by the Association for determining eligibility to access the Association's resources; and

(ii)

the Bank shall consider the Borrower creditworthy for Bank lending, the Association may, subsequent to the review and approval thereof by the Executive Directors of the Association and after due consideration by them of the development of the Borrower's economy, modify the repayment of installments under paragraph (a) above by:

(A)

requiring the Borrower to repay twice the amount of each such installment not yet due until the principal amount of the Credit shall have been repaid; and

(B)

requiring the Borrower to commence repayment of the principal amount of the Credit as of the first semiannual payment date referred to in paragraph (a) above falling six months or more after the date on which the Association notifies the Borrower that the events set out in this paragraph (b) have occurred, provided, however, that there shall be a grace period of a minimum of five years on such repayment of principal.

(c)

If so requested by the Borrower, the Association may revise the modification

referred to in paragraph (b) above to include, in lieu of some or all of the increase in the amounts of such installments, the payment of interest at an annual rate agreed with the Association on the principal amount of the Credit withdrawn and outstanding from time to time, provided that, in the judgment of the Association, such revision shall not change the grant element obtained under the above-mentioned repayment modification.

(d)

If, at any time after a modification of terms pursuant to paragraph (b) above, the Association determines that the Borrower's economic condition has deteriorated significantly, the Association may, if so requested by the Borrower, further modify the terms of repayment to conform to the schedule of installments as provided in paragraph (a) above.

Section 2.08. The currency of the United States of America is hereby specified for the purposes of Section 4.02 of the General Conditions.

ARTICLE III

Execution of the Project

Section 3.01. Subject to the provisions of Section 3.02 of this Agreement, Articles III and Page 5

IV of, and Schedules 1, 2, 4 and 5 to, the Loan Agreement are hereby incorporated to this Agreement, and shall remain in full force and effect irrespective of the termination of the Loan Agreement, with the following modifications in said Articles and Schedules (unless the context otherwise requires):

(a)

the term "Bank" shall be read as "Association";

(b)

the term "Loan" and "Loan Account" shall be read as "Credit" and "Credit Account" other than in Paragraph 1 of Schedule 1 to the Loan Agreement; and

(c)

the term "this Agreement" and "the Loan Agreement" shall be read as "the Development Credit Agreement".

Section 3.02. So long as any part of the Loan provided for under the Loan Agreement shall remain outstanding and unless the Borrower has been notified otherwise by the Association:

(a)

all actions taken, including approvals given, by the Bank with respect to any Project-related matter under the Loan Agreement shall be deemed to be taken or given in the name and on behalf of both the Bank and the Association; and

(b) all information or documentation furnished by the Borrower to the Bank or to the Association with respect to any Project-related matter pursuant to the provisions of the Loan Agreement, including the General Conditions Applicable to Loan and Guarantee Agreements referred to therein, or of the Development Credit Agreement, shall be deemed to have been furnished to both the Bank and the Association.

ARTICLE IV

Effective Date; Termination

Section 4.01. The following event is specified as an additional condition to the effectiveness of this Agreement within the meaning of Section 12.01 (b) of the General Conditions, namely that all conditions precedent to the effectiveness of the Loan Agreement, other than those related to the effectiveness of this Agreement, have been fulfilled.

Section 4.02. The date December 26, 2002 is hereby specified for the purposes of Section 12.04 of the General Conditions.

ARTICLE V

Representative of the Borrower; Addresses

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Section 5.01. The Minister of Finance, International Financial Services and Economic Affairs of the Borrower is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 5.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

Minister of Finance, International Financial Services
and Economic Affairs

Financial Center

Bridge Street,

Castries, St. Lucia

Facsimile:

(758) 453-1648

For the Association:

International Development Association

1818 H Street, N.W.

Washington, D.C. 20433

United States of America

Cable address:

Telex:

Facsimile:

INDEVAS

248423 (MCI) or

(202) 477-6391

Washington, D.C.

64145 (MCI)

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.

ST LUCIA

By /s/ Sonia Johnny

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

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By /s/ David de Ferranti

Regional Vice President

Latin America and the Caribbean