

CONFORMED COPY

CREDIT NUMBER 2209-1 NIR
(Amendment)

Agreement Amending
Development Credit Agreement

(Public Works and Employment Project)

between

REPUBLIC OF NIGER

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated December 23, 1994

CREDIT NUMBER 2209-1 NIR
(Amendment)

AGREEMENT AMENDING
DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated December 23, 1994, between REPUBLIC OF NIGER (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS (A) the Borrower and the Association have entered into a Development Credit Agreement (Public Works and Employment Project), dated April 5, 1991 (the Development Credit Agreement), for the purpose of assisting, inter alia, in the creation of employment through the carrying out of public works;

(B) the Borrower has requested the Association to provide additional assistance towards the financing of said public works by increasing the amount made available under the Development Credit Agreement by an amount in various currencies equivalent to six million nine hundred thousand Special Drawing Rights (SDR 6,900,000); 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 substituting "; and" for "." at the end of Subsection (i) and adding a new Subsection (j) as follows:

"(j) "Amending Agreement" means the Agreement Amending the Development Credit Agreement (Public Works and Employment Project) between the Borrower and the Association, dated December 23, 1994;".

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 twenty million eight hundred thousand Special Drawing Rights (SDR 20,800,000) (the Credit), which includes an original amount in various currencies equivalent to thirteen million nine hundred thousand Special Drawing Rights (SDR 13,900,000) and an additional amount in various currencies equivalent to six million nine hundred thousand Special Drawing Rights (SDR 6,900,000) (the Additional Financing)."

Section 1.03. A proviso is added at the end of Section 2.04 (b) of the Development Credit Agreement reading as follows:

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

Section 1.04. The following amendments are made to the table set forth in paragraph 1 of Schedule 1 to the Development Credit Agreement:

(a) the amount of the Credit allocated to Category (1) (a) is increased from SDR 9,840,000 to SDR 16,420,000;

(b) the amount of the Credit allocated to Category (3) is increased from SDR 1,450,000 to SDR 1,770,000; and

(c) the total amount of the Credit referred to at the end of the said table is increased from SDR 13,900,000 to SDR 20,800,000.

ARTICLE II

Effective Date; Termination

Section 2.01. This Amending Agreement shall not become effective until satisfactory evidence 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 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 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 dispatches 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 NIGER

By /s/ Adamou Seydou

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Edward V.K. Jaycox

Regional Vice President
Africa

