

OFFICIAL
DOCUMENTS

CREDIT NUMBER 1925 BO
(Third Amendment)

Third Agreement Amending Development Credit Agreement

(Financial Sector Adjustment Credit)

between

REPUBLIC OF BOLIVIA

and

BANCO CENTRAL DE BOLIVIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated

April 16

, 1991

CREDIT NUMBER 1925 BO
(Third Amendment)

THIRD AGREEMENT AMENDING
DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated April 16, 1991, between
REPUBLIC OF BOLIVIA (the Borrower), BANCO CENTRAL DE BOLIVIA (Banco
Central) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Associa-
tion).

WHEREAS (A) the Borrower, Banco Central and the Association
have entered into a Development Credit Agreement (Financial Sector
Adjustment Credit), dated June 24, 1988, (the Development Credit
Agreement) for the purpose of assisting in the financing of the
urgently needed imports and services referred to in Recital (A) of
the Preamble to the Development Credit Agreement (such imports and
services hereinafter referred to as the Program);

(B) the Borrower, Banco Central and the Association have
entered into an Agreement amending the Development Credit Agreement
dated March 22, 1989, (the Amending Agreement) and a Second
Agreement amending the Development Credit Agreement dated Decem-
ber 21, 1989, (the Second Amending Agreement) for the purposes of
providing the Borrower with additional financing for the Program;

(C) the Borrower has requested the Association to provide
further additional assistance toward the finance of the Program by
increasing the amount made available under the Development
Credit Agreement as amended by the Amending Agreement and Second
Amending Agreement by an amount in various currencies equivalent
to ten million four hundred thousand Special Drawing Rights
(SDR 10,400,000); and

WHEREAS the Association has agreed, on the basis, inter alia,
of the foregoing, to provide such further 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, as amended by the Amending Agreement and Second Amending Agreement, is amended by:

- (a) deleting the word "and" after paragraph (i) thereof;
- (b) substituting the stop at the end of paragraph (j) thereof by a semi-colon and adding the word "and" after such semicolon; and
- (c) by adding the following new paragraph (k):

"(k) "Third Amending Agreement" means the Third Agreement Amending the Development Credit Agreement (Financial Sector Adjustment Credit) between the Borrower and the Association, dated _____, 1991."

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 seventy-seven million five hundred thousand Special Drawing Rights (SDR 77,500,000) (the Credit), which includes an original amount in various currencies equivalent to fifty million six hundred thousand Special Drawing Rights (SDR 50,600,000) and an additional amount in various currencies equivalent to nine million two hundred thousand Special Drawing Rights (SDR 9,200,000) (the Additional Financing); a second additional amount in various currencies equivalent to seven million three hundred thousand Special Drawing Rights (SDR 7,300,000) (the Second Additional Financing); and a third additional amount in various currencies equivalent to ten million four hundred thousand Special Drawing Rights (SDR 10,400,000) (the Third Additional Financing)."

Section 1.03. The date in Section 2.03 of the Development Credit Agreement is replaced by June 30, 1992.

Section 1.04. The proviso to Section 2.04 (b) of the Development Credit Agreement, as amended by the Amending Agreement, and Second Amending Agreement, is amended to read as follows:

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

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

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

ARTICLE II

Effective Date; Termination

Section 2.01. This Third 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 Third Amending Agreement on behalf of the Borrower and Banco Central 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 Third 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 Third Amending Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Borrower and Banco Central and is legally binding upon the Borrower and Banco Central in accordance with its terms.

Section 2.03. This Third Amending 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 Third Amending Agreement.

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

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

By */s/ Jorge Crespo*
Authorized Representative

BANCO CENTRAL DE BOLIVIA

By */s/ Jorge Crespo*
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By */s/ Abelard Hueso*
Regional Vice President
Latin America and the Caribbean

INTERNATIONAL DEVELOPMENT ASSOCIATION

CERTIFICATE

I hereby certify that the foregoing is a true copy
of the original in the archives of the International
Development Association.



FOR SECRETARY