

CONFORMED COPY

CREDIT NUMBER 2295 KE
(Second Amendment)

Second Agreement Amending
Development Credit Agreement

(Education Sector Adjustment Credit)

between

REPUBLIC OF KENYA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated March 10, 1994

CREDIT NUMBER 2295 KE
(Second Amendment)

SECOND AGREEMENT AMENDING
DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated March 10, 1994, between the REPUBLIC OF KENYA (the Borrower) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS: (A) the Borrower and the Association have entered into a Development Credit Agreement (Education Sector Adjustment Credit), dated September 13, 1991, (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 and the Association have entered into an agreement dated March 1, 1993, (the First Amending Agreement) amending the Development Credit Agreement for the purpose of providing the Borrower with additional assistance in the financing of the Program;

(C) 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 thirty million three hundred and thirty thousand Special Drawing Rights (SDR 30,330,000); 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 the deletion of the word "and" at the end of Subsection (d), its replacement after Subsection (e), and the addition of the following:

"(f) "First Amending Agreement" means the Agreement Amending the Development Credit Agreement (Education Sector Adjustment Credit) between the Borrower and the Association dated March 1, 1993."

"(g) "Second Amending Agreement" means the Agreement Amending the Development Credit Agreement (Education Sector Adjustment Credit) between the Borrower and the Association, dated March 10, 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 one hundred and forty-three million eight hundred and fifty thousand Special Drawing Rights (SDR 143,850,000) (the Credit), which includes an original amount in various currencies equivalent to seventy-five million nine hundred thousand Special Drawing Rights (SDR 75,900,000) and an additional amount in various currencies equivalent to thirty-seven million six hundred and twenty thousand Special Drawing Rights (SDR 37,620,000) (the First Additional Financing), and a further additional amount in various currencies equivalent to thirty million three hundred and thirty thousand Special Drawing Rights (SDR 30,330,000) (the Second Additional Financing)."

Section 1.03. Section 2.03 of the Development Credit Agreement is amended by the deletion therefrom of the date "June 30, 1994" and the substitution therefor of the date "March 10, 1995".

Section 1.04. A proviso is added at the end of Section 2.04 (b) of the Development Credit Agreement reading as follows:

"; provided, however, that any commitment charge on the First Additional Financing shall accrue from April 29, 1993 and that any commitment charge on the Second Additional Financing shall accrue from a date sixty days after the date of the Second Amending Agreement."

Section 1.05. Sub-paragraph 2 (g) of Schedule 1 to the Development Credit Agreement is amended by the deletion therefrom of the amount "SDR 15,200,000" and the substitution therefor of the amount "SDR 28,770,000."

Section 1.06. 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 Second 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 Second Additional Financing. At any time after such date, the Association may, by notice to the Borrower, cancel the unwithdrawn amount of the Second 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 ninety (90) 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 KENYA

By /s/ Richard M.O. Okwaro

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Katherine Marshall

Acting Regional Vice-President
Africa

