

AMENDATORY AGREEMENT

AMENDATORY AGREEMENT entered into between the GOVERNMENT OF BARBADOS (hereinafter referred to as the “Beneficiary”) and the INTER-AMERICAN DEVELOPMENT BANK (hereinafter referred to as the “Bank”, and together with the Beneficiary, as the “Parties”).

ARTICLE ONE

The Parties agree to amend Non-Reimbursable Financing No. ATN/CF-13316-BA (hereinafter referred to as the “Agreement”) for the Support for the Public Sector Smart Energy (PSSE) Program (hereinafter referred to as “the Program”), entered into between the Beneficiary and the Bank on November 15, 2013, in the manner and to the extent set forth below.

1. Section 2.01 of the Special Conditions is amended as follows:

“Section 2.01 Disbursement currency, availability of resources, and use of funds. (a) The Financing amount will be disbursed in Euros to the extent that the European Commission makes them available to the Bank in the corresponding European Commission/Bank account, in accordance with the Specific Contribution Agreement signed with the Bank.

(b) The resources from the Financing can only be used to pay for goods and related services, works, and consultancy services in accordance with the provisions set forth in this Agreement.”

2. A new section 2.05 will be added with the following text:

“Section 2.05 Exchange Rate. For the purposes of the provisions set forth in Article 4.01(a) of the General Conditions of this Agreement, the parties agree that the applicable exchange rate shall be that which is indicated in subsection (a)(ii) of said Article. For this purpose, the exchange rate to be applied will be that in effect on the day on which the Beneficiary, the Executing Agency or any natural or juridical person in whom the power to incur expenditures has been vested makes the related payments to the contractor or supplier.”

3. Article 4.01 of the General Conditions of this Agreement shall be replaced by the following:

ARTICLE 4.01 Exchange Rate. (a) To determine the equivalency in Dollars of an expenditure incurred in the currency of the Beneficiary, one of the following rates of exchange shall be used, in accordance with the provisions set forth in the Special Conditions of this Agreement:

- (i) the same exchange rate used in the conversion of resources disbursed in Dollars to the currency of the Beneficiary's country. In this case, for purposes of the reimbursement of expenditures chargeable to the financing and the recognition of expenditures chargeable to the Local Counterpart, the applicable exchange rate shall be the prevailing exchange rate on the date on which the request is presented to the Bank; or
- (ii) the prevailing exchange rate in force in the Beneficiary's country on the effective date of payment of the expenditure in the currency of the Beneficiary's country.

(b) The rate of exchange referred to in sections (a)(i) and (a)(ii) above, shall be the following:

- (i) The rate of exchange pursuant to the understanding in force between the Bank and the respective member country for the purposes of maintaining the value of the currency in conformity with the provisions of Article V, Section 3 of the Agreement Establishing the Bank.
- (ii) Should there be no agreement in force, the rate of exchange to be applied shall be that which on the due date is utilized by the Central Bank of the Beneficiary country or by the corresponding monetary authority to sell Dollars to residents of such country, other than government agencies, for the following transactions: (a) payment of principal and interest due; (b) remittance of dividends or other income from capital investments in the respective country; and (c) remittance of investment capital. In the event that there is no uniform rate of exchange for these three types of operations, the highest rate shall be applied, i.e., the rate representing the highest number of units of the currency of such country per Dollar.
- (iii) If, on the date of the presentation of the request to the Bank referred to in section (a)(i) above, or if on the date on which the payment of an expenditure is due as referred to in section (a)(ii) above, the foregoing rule cannot be applied because the operations referred to do not exist, payment shall be made on the basis of the most recent rate of exchange used for such operations within the thirty (30) days preceding the date of presentation of the request to the Bank referred to in sub-paragraph (i) (a)

above, or to the effective date of the payment of the expense incurred referred to in sub-paragraph (ii) (a) above, as the case may be.

- (iv) If, notwithstanding the application of the foregoing rules, the effective rate of exchange cannot be ascertained, or if discrepancies arise in the determination thereof, the determination of the Bank shall prevail, taking into consideration the realities of the foreign exchange market of the country of the Beneficiary.”

ARTICLE TWO

The Parties agree that the reference number of the operation will change from ATN/CF-13316-BA to ATN/EX-13316-BA.

The Parties agree that this amendment to the Agreement shall enter into force from the date of signature by the representative of the Beneficiary.

ARTICLE THREE

The Parties hereby agree that all other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Beneficiary and the Bank, each acting through its authorized representative, have signed this amendment to the Agreement in two (2) equally valid copies and this amendment to the Agreement will enter into effect on the date of its signature by the Beneficiary.

GOVERNMENT OF BARBADOS

INTER-AMERICAN DEVELOPMENT BANK

/s/

/s/

The Hon. Christopher Peter Sinckler, M.P.
Minister of Finance and Economic Affairs

Joel Branski
Representative of the Bank in Barbados

Date: 15/06/19

Date: 2015/06/19

Place: Bridgetown, Barbados

Place: Bridgetown, Barbados