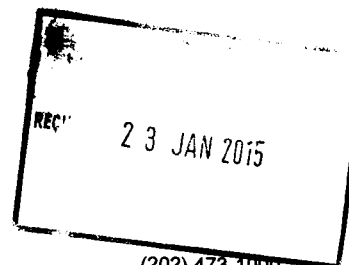


Q926

**OFFICIAL
DOCUMENTS**



The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

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20 janvier, 2015

H. E. Mr. Henri Yav Mulang
Minister of Finance
Ministry of Finance
Boulevard du 30 juin
Commune de la Gombe
Kinshasa 1, Democratic Republic of Congo

***Re: Democratic Republic of Congo: Advance Agreement for Preparation of Proposed
Regional Great Lakes Integrated Agriculture Development Program (Q9260)***

Amendment to the Advance Agreement

Excellency:

1. We refer to the Advance Agreement ("Agreement") dated July 11, 2014, between the Democratic Republic of Congo ("Recipient") and the International Development Association ("World Bank") for the above-referenced Project Preparation Advance ("Advance") provided to the Recipient for the preparation of the Proposed Regional Great Lakes Integrated Agriculture Development Program.

2. We also refer to the need to: (i) correct an involuntary system numbering error in the number assigned to the above mentioned Agreement; and (ii) apply the applicable service charge and repayment terms for the Advance based on the Recipient's graduation to 50% IDA Grant terms from a previous 100% IDA Grant, as of July 1st, 2014. Therefore, the Agreement is amended as set forth below:

A. The existing number **Q9180** embedded in the Agreement for this Project Preparation Advance (including, but not limited to, the Disbursement Letter of the same date) is replaced with a new number **Q9260**. All future correspondence regarding this Project Preparation Advance should refer to this new number.

B. Article IV of the Annex to the Agreement is deleted and replaced with the following:

"Article IV
Terms of the Advance

4.01. **Service Charge.** The Recipient shall pay a service charge on the Withdrawn Advance Balance at the rate of three-fourths of one percent (3/4 of 1%) per annum. The service charge shall accrue from the respective dates on which amounts of the Advance

are withdrawn and shall be paid in arrears in accordance with the provisions of Section 4.02 of this Agreement. Service charges shall be computed on the basis of a 360-day year of twelve 30-day months.

4.02. **Repayment.** The Withdrawn Advance Balance shall be repaid by the Recipient to the World Bank (together with any service charges accrued thereon) in accordance with the provisions of Article IV of the Standard Conditions and the following provisions:

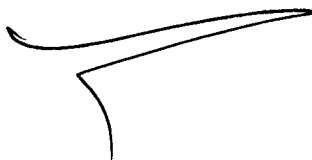
(a) *Refinancing under the Refinancing Agreement:* If, on or before the Refinancing Date, a Refinancing Agreement has been executed by all of its parties, then the full amount of the Withdrawn Advance Balance shall be repaid to the World Bank (together with any service charges accrued on the Advance to the date of repayment) as soon as the Refinancing Agreement becomes effective, by means of a withdrawal by the World Bank of an amount of the Refinancing Proceeds equivalent to the Withdrawn Advance Balance plus such service charges, in accordance with the provisions of the Refinancing Agreement.

(b) *Repayment in the absence of a Refinancing Agreement:* If, on or before the Refinancing Date, no Refinancing Agreement has been executed by all of its parties, or if, by such date or at any time thereafter, it has been so executed but terminates without becoming effective, then:

(i) if the amount of the Withdrawn Advance Balance does not exceed \$50,000, it shall be repaid by the Recipient to the World Bank (together with service charges accrued on the Withdrawn Advance Balance to the date of repayment) on such date as the World Bank shall specify in a notice to the Recipient, which shall in no event be earlier than 60 days following the date of dispatch of such notice; and

(ii) if the amount of the Withdrawn Advance Balance exceeds \$50,000, it (together with service charges accrued on the Withdrawn Advance Balance to the Notice Date) (the "Aggregate Balance") shall be paid by the Recipient to the World Bank in ten approximately equal semiannual installments, in the amounts and on the dates ("Payment Dates") which the World Bank shall specify in a notice to the Recipient. In no event shall the first Payment Date be set earlier than 60 days following the date ("Notice Date") of dispatch of such notice. The Recipient shall pay a service charge on the Aggregate Balance at the rate of three-fourths of one percent ($\frac{3}{4}$ of 1%) per annum, payable in arrears on each Payment Date. The service charge shall be computed on the basis of a 360-day year of twelve 30-day months."

3. All other provisions of the Agreement as amended hereby shall remain in full force and effect.



4. Please confirm your agreement to the foregoing by signing, dating and returning to us one fully executed original of this amendment letter and retaining one original of the letter for your records. This amendment letter shall become effective as of the date of the countersignature.

Very truly yours,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By 

Ahmadou Moustapha Ndiaye
Country Director for DRC
Africa Region

AGREED:
DEMOCRATIC REPUBLIC OF CONGO

By 

Authorized Representative

Name: Henri YAV MULANG

Title: Ministre des Finances

Date: 20 janvier 2015