Financing Agreement
(Additional Financing for Transport Sector Project)

between

REPUBLIC OF GHANA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated August 5, 2015
FINANCING AGREEMENT

AGREEMENT dated August 5, 2015, entered into between REPUBLIC OF GHANA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for the Original Project (as defined in the Appendix to this Agreement).

The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement or in the Original Financing Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to sixteen million two hundred thousand Special Drawing Rights (SDR 16,200,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fifths of one percent (3/4 of 1%) per annum.

2.05. The Interest Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to one and a quarter percent (1.25%) per annum.

2.06. The Payment Dates are April 15 and October 15 in each year.
2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.08. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article IV of the General Conditions.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

4.02. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its minister responsible for finance.

5.02. The Recipient’s Address is:
The Minister
Ministry of Finance
P.O. Box MB40
Accra, Republic of Ghana

Facsimile:
233-302-667069
5.03. The Association’s Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: INDEVAS
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391
Washington, D.C.
AGREED at Accra, Ghana as of the day and year first above written.

REPUBLIC OF GHANA

By

Authorized Representative

Name: Seth Terkper

Title: Minister for Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Henry Keradi

Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to improve mobility of goods and passengers on selected roads through reduction in travel time, reduction in vehicle operating costs and enhanced road safety awareness.

The Project consists of the Original Project.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements and Implementation Arrangement under the Original Financing Agreement.

The Project’s institutional and implementation arrangements shall be identical to those set forth in Sections I.A to Section I.H of Schedule 2 to the Original Financing Agreement, except as set forth immediately below in Section I.B and I.C of this Schedule, in respect of the Environmental and Social Safeguards Management provisions referred to in Section I.G of Schedule 2 to the Original Financing Agreement, and the Anti-Corruption Guidelines referred to in Section I.H of Schedule 2 to the Original Financing Agreement.

B. Social and Environmental Safeguards

1. The Recipient shall carry out the Project in accordance with the provisions of the ESMF, the RPF, the EIAs, the ESIAs, the EMPs, the RAPs and the ARAPs, in a manner satisfactory to the Association.

2. Without limitation to the provisions of paragraph 1 of this Part B, the Recipient shall, prior to any construction, rehabilitation, maintenance or any related activity under the Project that is not covered by the EIAs, the EMPs, the ESIAs, the RAPs and the ARAPs referred to under paragraph 1 of this Part B: (a) carry out an environmental impact assessment and prepare and disclose an environmental management plan and a resettlement action plan or similar safeguard instrument for any such activity in accordance with the ESMF and the RPF, all in form and substance and in a manner acceptable to the Association; and (b) thereafter take all such measures as necessary or appropriate to comply with the requirements of any such environmental impact assessment, or environmental management plan, or resettlement plan or similar safeguard instrument for any such activity.

3. The Recipient shall not abrogate, amend or waive, or permit to be abrogated, amended or waived, the ESMF, the RPF, the EIAs, the ESIAs, the EMPs, the RAPs or the ARAPs (including any environmental impact assessments, environmental management plans and resettlement action plans or similar safeguard instrument prepared under paragraph 2 of this Part B) or any provision thereof, without prior approval in writing by the Association.

4. The Recipient shall monitor and regularly report to the Association, including through the Project Reports referred to in Part A of Section II of this Schedule, the status of compliance with the ESMF, the RPF, the EIAs, the ESIAs, the
EMPs, RAPs and the ARAPs (including any environmental impact assessments, environmental management plans and resettlement action plans prepared under paragraph 2 of this Part B), giving details of: (a) measures taken or to be taken in accordance with the said frameworks, assessments and plans; (b) conditions, if any, which interfere or threaten to interfere with the implementation of the said frameworks, assessments and plans; and (c) remedial measures taken or to be taken to address such conditions.

5. In case of any conflict between the provisions of the ESMF, the RPF, the EIAs, the ESIAs, the EMPs, RAPs and the ARAPs (including any environmental impact assessments, environmental management plans, resettlement action plans or similar safeguard instrument prepared under paragraph 2 of this Part B) and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators acceptable to the Association. Each Project Report shall cover the period of six calendar months, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.
Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. Consultants’ Services. All consultants’ services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used: (a) National Competitive Bidding, subject to the provision of paragraph 3 of this Part B; (b) Shopping; and (c) Direct Contracting.

3. Exceptions to National Competitive Bidding Procedures. The following provisions shall apply to the procurement of goods and works under National Competitive Bidding procedures: (a) foreign bidders shall be allowed to participate in National Competitive Bidding procedures; (b) bidders shall be given at least one month to submit bids from the date of the invitation to bid or the date of availability of bidding documents, whichever is later; (c) no domestic preference shall be given for domestic bidders and for domestically manufactured goods; and (d) in accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that: (i) the bidders, suppliers, contractors and
subcontractors shall permit the Association, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the Association; and (ii) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines.

C. Particular Methods of Procurement of Consultants’ Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. Other Methods of Procurement of Consultants’ Services. The following table specifies methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used: (a) Quality-based Selection; (b) Selection based on Consultants’ Qualifications; (c) Least-Cost Selection; (d) Selection under a Fixed Budget; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source Procedures for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

1. The Procurement Plan shall set forth those contracts which shall be subject to the Association’s Prior Review.

2. All terms of reference for consultants’ services, regardless of contract value, shall be subject to the Association’s Prior Review.

3. All training activities under the Project shall be specified in the relevant Annual Work Plan and Budget for approval by the Association, including: (a) the type of training; (b) the purpose of the training; (c) the personnel to be trained; (d) the institution or individual who will conduct the training; (e) the location and duration of the training; (f) the cost of the training; and (g) the outcome and impact of the training.

E. Transitional Provisions in respect of Procurement

1. Notwithstanding the terms and conditions of the Original Financing Agreement and to the extent that the procurement of any goods, works, non-consulting services or consultants’ services to be financed, at least in part, out of the proceeds of the Original Credit was or will be initiated on or after
February 3, 2014, the Recipient acknowledges and agrees that the provisions of this Agreement set forth or referred to in: (a) Section I.C (Anti-Corruption) of this Schedule (including the related provisions under the General Conditions) shall apply to the proceeds of the Original Credit utilized to finance such goods, works, non-consulting services or consultants’ services; and (b) Section III (Procurement) of this Schedule (including the related provisions under the General Conditions) shall apply to the procurement of such goods, works, non-consulting services or consultants’ services.

2. Notwithstanding the provisions of Section I.C (Anti-Corruption) and Section III (Procurement) of this Schedule: (i) to the extent that the procurement of any goods, works, non-consulting services or consultants’ services to be financed out of the proceeds of the Original Credit was initiated prior to February 3, 2014; and (ii) there are no proceeds remaining under the Original Credit to finance such goods, works, non-consulting services or consultants’ service; then, on an exceptional basis only and subject to the Association’s prior no-objection, Section I.D of this Schedule shall not apply to the proceeds of the Financing utilized to finance such goods, works, non-consulting services or consultants’ services, and Section III of this Schedule shall not apply to the procurement of such goods, works, non-consulting services or consultants’ services; provided, however, that the provisions of Section III of Schedule II (Procurement) to the Original Financing Agreement shall apply to the procurement of such goods, works, non-consulting services and consultants’ services.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
### Percentage of Amount of the Credit Expenditures to be Allocated Financed (inclusive of Taxes)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants’ services, Training and Operating Costs for Parts C, D, E and F of the Project</td>
<td>16,200,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>16,200,000</td>
<td></td>
</tr>
</tbody>
</table>

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date is June 30, 2018.
SCHEDULE 3

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each October 15 and April 15:</td>
<td></td>
</tr>
<tr>
<td>commencing April 15, 2020, to and including October 15, 2029;</td>
<td>1.65%</td>
</tr>
<tr>
<td>commencing April 15, 2030, to and including October 15, 2039.</td>
<td>3.35%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.
APPENDIX

Section I. Definitions

The Capitalized terms defined in the Section I of the Appendix to the Original Financing Agreement shall have the meanings set forth therein, and the following terms shall have the following meaning:

1. “Affected Persons” means persons who, on account of the execution of the Project had or would have had their: (i) standard of living adversely affected; (ii) right, title, interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected; and “Affected Persons” means, collectively, all such Affected Persons.


3. “ARAP” means each of following abbreviated resettlement plans: (i) the Recipient’s Abbreviated Resettlement Action for the South Western Equatorial Zone community dated July, 2012, and disclosed in the Recipient’s territory on December 5, 2012, and in the Association’s InfoShop on December 6, 2012; (ii) the Recipient ARAP for the Central and Volta regions feeder roads dated November, 2012, and disclosed in the Recipient’s territory on February 27, 2013, and in the Association’s InfoShop on June 6, 2013; and (iii) any abbreviated resettlement plan or resettlement plan or similar safeguard instrument to be prepared by the Recipient on the basis of the RPF in accordance with Section I.B.2 of Schedule 2 to this Agreement, all containing, inter alia, a program of actions, measures and policies for compensation and resettlement of Affected Persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with the respective terms; and “ARAPs” means, collectively, all such plans.

4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

6. "EIA" means each of the following assessments, as the said assessments may be amended and/or supplemented from time to time with the prior written approval of the Association: (i) the Recipient’s Environmental Impact Assessment for the Giffard, Teshie Link and Burma Camp Roads, dated June 2008 and disclosed in the Recipient's territory on December 23, 2008, and in the Association’s InfoShop on March 18, 2009; (ii) the Recipient’s Environmental Impact Assessment for the Ayamfuri-Asawinso Road, dated August 2008, and disclosed in the Recipient’s territory on December 23, 2008, and in the Association’s InfoShop on April 1, 2009; and (iii) any environmental impact assessments or similar safeguard instrument to be prepared on the basis of the ESMF by the Recipient in accordance with Section I.B.2 of Schedule 2 to this Agreement, each such assessment in form and substance satisfactory to the Association and defining details of potential environmental, physical cultural property and social risks and adverse impacts associated with the implementation of any construction, rehabilitation and maintenance activities under the Project, together with an environmental management plan defining measures to manage such risks and impacts; and “EIAs” means, collectively, all such assessments.

7. “EMP” and or “ESMP” means each of the following plans included in the relevant EIAs, as the said plans may be amended and/or supplemented from time to time with the prior written approval of the Association: (i) the Recipient’s Environmental Management Plan for the Giffard, Teshie Link and Burma Camp Roads, dated June 2008, and disclosed on in the Recipient’s territory on December 23, 2008, and in the Association’s InfoShop on March 18, 2009; (ii) the Recipient’s Environmental Management Plan for the Ayamfuri-Asawinso Road, dated August 2008, and disclosed in the Recipient’s territory on December 23, 2008, and in the Association’s InfoShop on April 1, 2009; (iii) the Recipient’s Environmental Social and Management Plan for improvement of feeder roads, including the ESMP for Wet Equatorial Zone dated August 2011, and disclosed on November 23, 2011; (iv) the Recipient’s ESMP for South Western Equatorial Zone dated August 2011, and disclosed in the Recipient’s territory on November 23, 2011, and in the Association’s InfoShop on November 23, 2011; (v) the Recipient’s ESMP for the Volta Region dated November 2013, and disclosed in the Recipient's territory on November 29, 2013, and in the Association’s InfoShop on November 29, 2013; (vi) the Recipient’s ESMP for the Central Region dated November 2013, and disclosed in the Recipient’s territory on November 29, 2013, and in the Association’s InfoShop on November 29, 2013; and (vii) any environmental management plan or environmental and social management plan or similar safeguard instrument to be prepared by the Recipient on the basis of the ESMF in accordance with Section I.B.2 of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association, and defining details of measures to manage potential environmental, physical cultural property and social risks and mitigate, reduce and/or offset adverse environmental, physical cultural property and social impacts associated with the implementation of any construction, rehabilitation and maintenance
activities under the Project, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms; and "EMPs" means, collectively, all such plans.

8. "ESIA" means each of the following reports: (i) the Environmental and Social Impact Assessment report for the Ayamfuri-Asawino Road dated August 2008, and disclosed in the Recipient's territory on December 23, 2008, and in the Association's InfoShop on April 1, 2009, said report being updated in February 2014, and re-disclosed in the Recipient's territory in November 29, 2013, and in the Association's InfoShop May 5, 2014; and (ii) the Environmental and Social Impact Assessment report (including the Environmental and Social Management Plan) for the Accra East Corridor dated December 2008, and disclosed in the Recipient's territory on December 23, 2008, and in the Association's InfoShop on December 23, 2008, each such report describing the set of avoidance, mitigation, enhancement, monitoring, and institutional measures to be taken during construction of said Ayamfuri-Asawino Road or Accra East Corridor, to avoid, mitigate, offset, or reduce adverse environmental and social impacts to acceptable levels, or to enhance positive impacts, as the said plans may be amended and/or supplemented from time to time with the prior written approval of the Association.

9. "ESMF" means the Recipient's Environmental and Social Management Framework for the road sector, dated January 2007, and disclosed in the Recipient's territory on December 23, 2008, and in the Association's InfoShop on December 23, 2008, as the said framework may be amended and/or supplemented from time to time with the prior written approval of the Association, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied to assess potential adverse environmental, physical cultural property and social impacts associated with road project activities and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting.

10. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010, with the modifications set forth in Section II of this Appendix.

11. "Original Credit" means the credit provided under the Original Financing Agreement.

12. "Original Financing Agreement" means the financing agreement for a Transport Sector Project between the Recipient and the Association, dated August 14, 2009, as amended to the date of this Agreement (Credit No. 4600-GH).
13. “Original Project” means the Project described in the Original Financing Agreement.


15. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 12, 2014, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

16. “RAP” means each of the following plans, as the said plans may be amended and/or supplemented from time to time with the prior written approval of the Association: (i) the Recipient’s resettlement action plan for the Giffard, Teshie Link and Burma Camp Roads, dated June 2008, and disclosed in the Recipient’s territory on December 23, 2008, and in the Association’s InfoShop on March 18, 2009; (ii) the Recipient’s resettlement action plan for the Ayamfuri-Asawinso Road, dated August 2008, and disclosed in the Recipient’s territory on December 23, 2008, and in the Recipient’s InfoShop on April 1, 2009; and (iii) any resettlement action plan to be prepared by the Recipient in accordance with Section 1.B.2 of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association and containing, inter alia, a program of actions, measures and policies for compensation and resettlement of Affected Persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms; and “RAPs” means, collectively, all such plans.

17. “RPF” means the Recipient’s Resettlement Policy Framework for the road sector, dated January 2007, and disclosed in the Recipient’s territory on December 23, 2008, and in the Association’s InfoShop on December 23, 2008, as the said framework may be amended and/or supplemented from time to time with the prior written approval of the Association, setting forth resettlement procedures, institutional arrangements, eligibility criteria, entitlements and compensation, including valuation procedures, budget, public consultation and participation, monitoring and evaluation and disclosure.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. Section 3.02 is modified to read as follows:
Section 3.02. Service Charge and Interest Charge

(a) Service Charge. The Recipient shall pay the Association a service charge on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. The Service Charge shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Service Charges shall be computed on the basis of a 360-day year of twelve 30-day months.

(b) Interest Charge. The Recipient shall pay the Association interest on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. Interest shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. Paragraph 28 of the Appendix ("Financing Payment") is modified by inserting the words "the Interest Charge" between the words "the Service Charge" and "the Commitment Charge".

3. The Appendix is modified by inserting a new paragraph 32 with the following definition of "Interest Charge", and renumbering the remaining paragraphs accordingly:

"32. "Interest Charge" means the interest charge specified in the Financing Agreement for the purpose of Section 3.02(b)."

4. Renumbered paragraph 37 (originally paragraph 36) of the Appendix ("Payment Date") is modified by inserting the words "Interest Charges" between the words "Service Charges" and "Commitment Charges".

Renumbered paragraph 50 (originally paragraph 49) of the Appendix ("Service Charge") is modified by replacing the reference to Section 3.02 with Section 3.02 (a).