

Public Disclosure Authorized

OFFICIAL DOCUMENTS

CREDIT NUMBER 5679-UZ

Financing Agreement

(Regional Roads Development Project)

between

REPUBLIC OF UZBEKISTAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated *October 28*, 2016

CREDIT NUMBER 5679-UZ

FINANCING AGREEMENT

AGREEMENT dated *October 28*, 2016, entered into between the REPUBLIC OF UZBEKISTAN (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). 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.

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 one hundred forty-five million Special Drawing Rights (SDR 145,000,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 The Interest Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to one and a quarter percent (1.25%) per annum.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 May 15 and November 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 United States 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, through the RRF, 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 — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following, namely, that the Legislation of Uzavtoyul has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Association, the ability of Uzavtoyul to contribute to the achievement of the objectives of the Project, as provided in Section I of Schedule 2 to this Agreement.

4.02. The Additional Event of Acceleration consists of the following, namely, that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

- (a) The Project Management Manual has been prepared and adopted by the Recipient in a manner satisfactory to the Association; and
- (b) The PIU has: (i) been established as provided under Section I.A.1 of Schedule 2 to this Agreement, in a manner satisfactory to the Association, and (ii) adopted an accounting software, under terms and conditions and in a manner satisfactory to the Association.

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

5.03. 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 VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its Minister of Finance.

6.02. The Recipient's Address is:

Ministry of Finance
Mustakilik Square 5
Tashkent 100008
Republic of Uzbekistan

Telex:

11 6360 IK BOL

Facsimile:

(998-71) 233-7073

(998-71) 239-1259

6.03. The Association's Address is:

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

Cable:

INDEVAS
Washington, D.C.

Telex:

248423 (MCI)

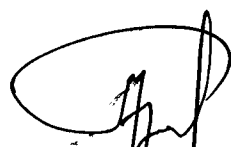
Facsimile:

1-202-477-6391

AGREED at Tashkent, Republic of Uzbekistan, as of the day and year first above written.

REPUBLIC OF UZBEKISTAN


By

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Authorized Representative
Name: Rustam Azimov
Title: Minister of Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative
Name: Lilia Burunciuc
Title: Regional Director

SCHEDULE 1

Project Description

The objectives of the Project are to: (i) reduce road user costs on the Project roads; and (ii) develop a sustainable investment program for regional road asset management.

The Project consists of the following parts:

Part I: Rehabilitation of Regional Roads

Rehabilitating and improving selected sections of existing priority regional roads in the Project Oblasts, and integrating road safety measures into the design of said sections, all through the provision of goods, works and consultants' services.

Part II: Road Sector Institutional Strengthening

(i) Carrying out a review of the Recipient's existing road asset management capacity; (ii) supporting the development of regional roads rehabilitation programs; (iii) supporting the economic development of the road construction industry (including, *inter alia*, training programs for road construction constructors and technical design institutes); (iv) strengthening the technical capacity of the RRF; and (v) carrying out a review of the Recipient's road sector policy and institutional framework, all through the provision of goods, consultants' services, Training, and Incremental Operating Cost.

Part III: Project Management

Providing support to the PIU for the purposes of, *inter alia*, Project management, monitoring and evaluation (including, *inter alia*, procurement, financial management and safeguards supervision), all through the provision of goods, consultants' services, Training, and Incremental Operating Costs.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient, through RRF, shall establish and thereafter operate and maintain at all times during Project implementation, a Project implementation unit (the PIU), with functions and responsibilities (including responsibilities for the Project's overall management) adequate funds, facilities, services and resources, and with competent staff in adequate numbers, qualifications, and experience, all acceptable to the Association.
2. Prior to the commencement of any rehabilitation and improvement works under Part I of the Project, the Recipient, through RRF, shall carry out the feasibility study (including the analysis of updated traffic data) relating to roads located in the Project Oblasts, according to the criteria and procedures established in the Project Management Manual, all in a manner acceptable by the Association.
3. For the purposes of implementing Part II (ii) of the Project, the Recipient shall ensure that Uzavtoyul provides adequate technical support to the RRF in a manner acceptable by the Association.
4. (a) The Recipient, through RRF, shall: (i) prepare and adopt a manual (the Project Management Manual), satisfactory to the Association, setting forth, *inter alia*, the institutional, disbursement, procurement and financial management arrangements for the implementation of the Project; and (ii) carry out the Project in accordance with said Manual; and

(b) The Recipient, through RRF, shall not amend, suspend, repeal or waive any of the provisions of the Project Management Manual) without the Association's prior written approval.

B. Anti-Corruption

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

C. Safeguards

1. The Recipient shall carry out the Project in accordance with the requirements, criteria, organizational arrangements and operational procedures set forth in the RPF, RAPs, ESMF, and ESMPs, respectively.

2. For the purposes of carrying out Part I of the Project and prior to the commencement of any rehabilitation and improvement works in respect of any given road section under said Part of the Project, the Recipient, through RRF, shall:
 - (a) (i) carry out an environmental and social assessment, and thereafter prepare, disclose, and furnish to the Association the pertinent ESMP in accordance with the ESMF; and (ii) immediately thereafter, carry out the works in accordance with the provisions of said ESMP, all in a manner acceptable to the Association.
 - (b) (i) prepare, disclose, and furnish to the Association the pertinent RAP, in accordance with the RPF, if, as a result of the definition of the precise sitting alignment in respect of any given road section, it is determined by the Association that Resettlement will be involved; and (ii) immediately thereafter, carry out the pertinent works in accordance with the provisions of said RAP and in a manner acceptable to the Association, including full payment of compensation and the provision of relocation assistance to Displaced Persons prior to their displacement.
3. The Recipient shall ensure that the terms of reference for any consultancy in respect of the activities under Part II of the Project shall be satisfactory to the Association following its review thereof, and to that end, such terms of reference shall duly incorporate the requirement of the Association's Safeguard Policies then in force, as applied to the advice conveyed through such technical assistance.
4. The Recipient shall maintain a socially inclusive grievance redress mechanism, satisfactory to the Association, in such a manner as to enable the implementation of the Project in accordance with the RPF, RAPs, ESMF, and ESMPs.
5. The Recipient shall not amend, suspend, waive or abrogate any of the provisions of the RPF, RAPs, ESMF, and ESMPs without prior approval of the Association.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

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 indicators acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than one month 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 (6) 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 Loan 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 Loan 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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the 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 procedures.

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan:

Procurement Method
(a) National Competitive Bidding, subject to the additional provisions set forth in the Annex to this Schedule 2
(b) Shopping
(c) Direct Contracting

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 methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan:
- (a) Quality-based Selection;
 - (b) Selection under a Fixed Budget;
 - (c) Least Cost Selection;
 - (d) Selection based on Consultants' Qualifications;
 - (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

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

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:

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (exclusive of taxes, except Withheld Taxes)
(1) Goods, works, non-consulting services, and consultants’ services under Part I of the Project	131,260,000	100%
(2) Goods, non-consulting services, consultants’ services, Training, and Incremental Operating Costs under Part II of the Project	3,620,000	100%
(3) Goods, non-consulting services, consultants’ services, Training, and Incremental Operating Costs Under Part III of the Project	6,740,000	100%
(4) Unallocated	3,380,000	
TOTAL AMOUNT	<u>145,000,000</u>	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
- (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed SDR 29,000,000

may be made for payments made prior to this date but on or after June 1, 2015, for Eligible Expenditures under the Project; and

- (b) under Category (1) in respect of any given road section under Part 1 of the Project, and without limitation to the provisions of Section I.C.2 of Schedule 2 to this Agreement, unless the Association has received satisfactory evidence of the carrying out of the pertinent feasibility study (which shall include, *inter alia*, the relevant analysis of updated traffic data) of said road section under terms of reference and in a manner acceptable to the Association.

2. The Closing Date is September 30, 2021.

ANNEX TO SCHEDULE 2

National Competitive Bidding

The National Competitive bidding procedures of the Recipient may be used for procurement under the Project provided that the following provisions are complied with:

1. General

The Recipient represents that the procedures to be followed for National Competitive Bidding under Section III, Part B, paragraph 2 of Schedule 2 to the Financing Agreement shall be those set forth in Resolution of the Recipient's Cabinet of Ministers, No. 456, dated November 21, 2000, with the clarifications set forth in the following paragraphs required for compliance with the provisions of the Procurement Guidelines.

2. (a) Bidding shall not be restricted to pre-registered firms.
- (b) Where registration is required, bidders: (i) shall be allowed a reasonable time to complete the registration process; and (ii) shall not be denied registration for reasons unrelated to their capability and resources to successfully perform the contract, which shall be verified through post-qualification.
- (c) Foreign bidders shall not be precluded from bidding. If a registration process is required, a foreign bidder declared the lowest evaluated bidder shall be given a reasonable opportunity to register.
3. Invitations to bid shall be advertised in at least one widely circulated national daily newspaper allowing a minimum of thirty (30) days for the preparation and submission of bids.
4. When pre-qualification shall be required for large or complex works, invitations to pre-qualify for bidding shall be advertised in at least one widely circulated national daily newspaper a minimum of thirty (30) days prior to the deadline for the submission of pre-qualification applications. Minimum experience, technical and financial requirements shall be explicitly stated in the pre-qualification documents.
5. Government-owned enterprises in the Republic of Uzbekistan shall be eligible to participate in bidding only if they can establish that they are legally and financially autonomous, operate under commercial terms and are not a dependent agency of the contracting authority. Furthermore, they will be subject to the same bid performance security requirements as other bidders.

6. Purchasers shall use the appropriate standard bidding documents for the procurement of goods, works or non-consulting services, acceptable to the Association.
7.
 - (a) Bids shall be opened in public, immediately after the deadline for submission of bids.
 - (b) Evaluation of bids shall be made in strict adherence to the monetarily quantifiable criteria declared in the bidding documents.
 - (c) Contracts shall be awarded to the qualified bidder having submitted the lowest evaluated substantially responsive bid and no negotiation shall take place.
 - (d) Price verification should not be applied to Association-financed contracts.
8. Civil works contracts of long duration (e.g. more than eighteen (18) months) shall contain an appropriate price adjustment clause, acceptable to the Association.
9.
 - (a) All bids shall not be rejected and new bids solicited without the Association's prior concurrence.
 - (b) When the number of bids received is less than three (3), re-bidding shall not be carried out without the Association's prior concurrence.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each May 15 and November 15:	
commencing November 15, 2020 to and including May 15, 2030	1.65%
commencing November 15, 2030 to and including May 15, 2040	3.35%

* 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

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011.
2. Association’s Safeguard Policies means the World Bank’s operational policies and procedures set forth in the Association’s Operational Manual under OP/BPs 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, 4.37, 7.50 and 7.60 as said manual is published under www.WorldBank.org/opmanual.
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
5. “Displaced Person” means a person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land, resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such person must move to another location; or (ii) the involuntary restriction to access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person, and “Displaced Persons” means, collectively, the plural thereof.
6. “ESMF” means the Recipient’s Environmental and Social Management Framework, dated March 2015, as published in InfoShop on March 30, 2015 and in the Recipient’s Ministry of Finance’s website on April 10, 2015, in form and substance satisfactory to the Association, consisting of, *inter alia*, the procedures for the environmental and social screening, management, and mitigating measures, and including, *inter alia*: (i) a detailed description of the road sections where Project activities are to be carried out; (ii) the potential adverse environmental and social impacts of said activities; (iii) an analysis of the applicable legislation of the Recipient in mitigating said adverse environmental and social impacts; and (iv) an evaluation of alternatives and design of appropriate mitigation, management, and monitoring measures.
7. “ESMP” means any of the Recipient’s site-specific environmental and social management plan, acceptable to the Association to be prepared during the Project implementation in accordance with the ESMF, and approved by the Association,

describing environmental and social mitigation, monitoring and institutional measures for any of the activities financed under the Project; “ESMPs” means the plural thereof.

8. “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.
9. “Incremental Operating Costs” means the incremental expenses incurred by PIU on account of Project implementation, management, monitoring and supervision, including office supplies, office equipment maintenance, communication, local travel, vehicles operation and maintenance, reasonable expenses for accident insurance of PIU staff and for third party liability insurance of PIU drivers, reasonable commercial bank charges, salaries of the support staff of PIU, (including the uniform social charges and the applicable income tax retained at the source but excluding salaries of civil servants of the Recipient), as such expenditures are set forth in the PIU semi-annual budget, satisfactory to the Association and such other expenditures of a similar nature as may be agreed upon by the Association.
10. “Legislation of Uzavtoyul” means the Recipient’s Presidential Resolution No. PP-511, dated November 14, 2006, and any associated documentation establishing, governing, or otherwise regulating Uzavtoyul and its activities.
11. “PIU” means the project implementing unit referred to in Section I.A.1 of Schedule 2 to this Agreement.
12. “Procurement Guidelines” means the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
13. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 30, 2015 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.
14. “Project Management Manual” means the manual referred to in Section I.A.4 of Schedule 2 to this Agreement, as such manual may be changed from time to time with the agreement of the Association.
15. “Project Oblasts” means the following oblasts within the Recipient’s territory: Tashkent; Ferghana; Andijan; and Namangan.
16. “RAP” means any of the Recipient’s resettlement action plans, acceptable to the Association, to be prepared and disclosed by the Recipient, and containing, *inter*

alia, a program of actions, measures and policies for compensation and assistance of Displaced Persons, including 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, for each site or road section; “RAPs” means the plural thereof.

17. “RPF” means the Recipient’s Resettlement Policy Framework dated March 2015, as published in InfoShop on March 30, 2015 and in the Recipient’s Ministry of Finance’s website on April 10, 2015, in form and substance satisfactory to the Association; said framework setting out, *inter alia*, the policies and procedures for the acquisition of land and other assets, compensation, resettlement and rehabilitation of Displaced Persons, as the case may be, and for the preparation of RAPs, as may be required for Project activities, as said framework may be revised from time to time with the prior written concurrence of the Association; and such term includes all schedules and agreements supplemental to said framework.
18. “RRF” means the Republican Road Fund established under the Recipient’s Ministry of Finance pursuant to Presidential Decree No. UP-3292 of August 19, 2003, or any successor thereto.
19. “Training” means reasonable expenditures (other than those for goods and consultants’ services), as approved by the Association, incurred for the carrying out of training activities under the Project, including, *inter alia*, reasonable costs of travel and *per diem* of trainers and trainees, cost of workshops, rental of training facilities and equipment and training materials, all based on a semi-annual budget acceptable to the Association.
20. “Uzavtoyul” means the Recipient’s joint stock company, which has the responsibility to manage and maintain selected roads within the Recipient’s territory, and is established pursuant to the Legislation of Uzavtoyul, or any successor thereto contributing to the achievement of the objectives of the Project, as provided in Section I of Schedule 2 to this Agreement.
21. “Withheld Taxes” means the following Recipient’s taxes withheld at the source: taxes for social charges, income taxes for residents and non-residents, and custom registrations duties withheld at the source.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified 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 subsequent 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”.
5. 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).