

No. 5976

**INTERNATIONAL BANK
FOR RECONSTRUCTION AND DEVELOPMENT
and
PHILIPPINES**

Loan Agreement—*Dredging Project* (with annexed Loan Regulations No. 3). Signed at Washington, on 26 July 1961

Official text: English.

Registered by the International Bank for Reconstruction and Development on 28 November 1961.

**BANQUE INTERNATIONALE
POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT
et
PHILIPPINES**

Contrat d'emprunt — *Projet de dragage* (avec, en annexe, le Règlement n° 3 sur les emprunts). Signé à Washington, le 26 juillet 1961

Texte officiel anglais.

Enregistré par la Banque internationale pour la reconstruction et le développement le 28 novembre 1961.

No. 5976. LOAN AGREEMENT¹ (*DREDGING PROJECT*) BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT. SIGNED AT WASHINGTON, ON 26 JULY 1961

AGREEMENT, dated July 26, 1961, between REPUBLIC OF THE PHILIPPINES (hereinafter called the Borrower) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank).

Article I

LOAN REGULATIONS

Section 1.01. The parties to this Loan Agreement accept all the provisions of Loan Regulations No. 3 of the Bank dated February 15, 1961² (said Loan Regulations No. 3 being hereinafter called the Loan Regulations), with the same force and effect as if they were fully set forth herein.

Article II

THE LOAN

Section 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions in this Agreement set forth or referred to, an amount in various currencies equivalent to eight million five hundred thousand dollars (\$8,500,000).

Section 2.02. The Bank shall open a Loan Account on its books in the name of the Borrower and shall credit to such Account the amount of the Loan. The amount of the Loan may be withdrawn from the Loan Account as provided in, and subject to the rights of cancellation and suspension set forth in, the Loan Regulations.

Section 2.03. The Borrower shall pay to the Bank a commitment charge at the rate of three-fourths of one per cent ($\frac{3}{4}$ of 1%) per annum on the principal amount of the Loan not so withdrawn from time to time. Such commitment charge shall

¹ Came into force on 10 October 1961, upon notification by the Bank to the Government of the Philippines.

² See p. 268 of this volume.

accrue from a date sixty days after the date of this Agreement to the respective dates on which amounts shall be withdrawn by the Borrower from the Loan Account as provided in or shall be cancelled pursuant to the Loan Regulations.

Section 2.04. The Borrower shall pay interest at the rate of five and three-fourths per cent ($5\frac{3}{4}\%$) per annum on the principal amount of the Loan so withdrawn and outstanding from time to time.

Section 2.05. Except as the Borrower and the Bank shall otherwise agree, the charge payable for special commitments entered into by the Bank at the request of the Borrower pursuant to Section 4.02 of the Loan Regulations shall be at the rate of one-half of one per cent ($\frac{1}{2}$ of 1%) per annum on the principal amount of any such special commitments outstanding from time to time.

Section 2.06. Interest and other charges shall be payable semi-annually on March 15 and September 15 in each year.

Section 2.07. The Borrower shall repay the principal of the Loan in accordance with the amortization schedule set forth in Schedule 1¹ to this Agreement.

Article III

USE OF PROCEEDS OF THE LOAN

Section 3.01. The Borrower shall cause the proceeds of the Loan to be applied exclusively to financing the cost of goods required to carry out the Project described in Schedule 2¹ to this Agreement. The specific goods to be financed out of the proceeds of the Loan shall be determined by agreement between the Borrower and the Bank, subject to modification by further agreement between them.

Section 3.02. Except as the Borrower and the Bank shall otherwise agree, the Borrower shall cause all goods financed out of the proceeds of the Loan to be used in the territories of the Borrower exclusively in the carrying out of the Project.

Article IV

BONDS

Section 4.01. The Borrower shall execute and deliver Bonds representing the principal amount of the Loan as provided in the Loan Regulations.

¹ See p. 266 of this volume.

Section 4.02. The Governor of Central Bank of the Philippines and such person or persons as he shall appoint in writing are designated as authorized representatives of the Borrower for the purposes of Section 6.12 of the Loan Regulations.

Article V

PARTICULAR COVENANTS

Section 5.01. (a) The Borrower shall cause the Project to be carried out with due diligence and efficiency and in conformity with sound engineering and financial practices.

(b) The Borrower shall at all times make available, promptly as needed, all sums which shall be required for the carrying out of the Project.

(c) Upon request from time to time by the Bank, the Borrower shall promptly furnish or cause to be furnished to the Bank the plans, specifications and work schedules for the Project including the Borrower's dredging program and any material modifications subsequently made therein, in such detail as the Bank shall request. Should it become necessary to make any substantial changes in the dredging program, the Borrower will consult with the Bank before these changes are made.

(d) The Borrower shall maintain or cause to be maintained records adequate to identify the goods financed out of the proceeds of the Loan, to disclose the use thereof in the Project, and to record the progress of the Project (including the cost thereof) and to reflect in accordance with consistently maintained sound accounting practices the operations and financial condition of the agency or agencies responsible for the carrying out of the Project or any part thereof; shall enable the Bank's representatives to inspect the Project, the goods and any relevant records and documents; and shall furnish to the Bank all such information as the Bank shall reasonably request concerning the expenditure of the proceeds of the Loan, the Project, and the goods, and the operations and financial condition of the agency or agencies of the Borrower responsible for the Project or any part thereof.

Section 5.02. The Borrower shall cause the goods purchased with the proceeds of the Loan to be efficiently operated and adequately maintained and shall cause all necessary repairs thereof to be made, all in accordance with sound engineering practices.

Section 5.03. (a) The Borrower and the Bank shall cooperate fully to assure that the purposes of the Loan will be accomplished. To that end, each of them shall furnish to the other all such information as it shall reasonably request with regard to the general status of the Loan. On the part of the Borrower, such information shall

include information with respect to financial and economic conditions in the territories of the Borrower and the international balance of payments position of the Borrower.

(b) The Borrower and the Bank shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the Loan and the maintenance of the service thereof. The Borrower shall promptly inform the Bank of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Loan or the maintenance of the service thereof.

(c) The Borrower shall afford all reasonable opportunity for accredited representatives of the Bank to visit any part of the territories of the Borrower for purposes related to the Loan.

Section 5.04. It is the mutual intention of the Borrower and the Bank that no other external debt shall enjoy any priority over the Loan by way of a lien on governmental assets. To that end, the Borrower undertakes that, except as the Bank otherwise agree, if any lien shall be created on any assets of the Borrower as security for any external debt, such lien will *ipso facto* equally and ratably secure the payment of the principal of, and interest and other charges on, the Loan and the Bonds, and that in the creation of any such lien express provision will be made to that effect, provided, however, that the foregoing provisions of this Section shall not apply to : (i) any lien created on property at the time of purchase thereof, solely as security for the payment of the purchase price of such property ; (ii) any lien on commercial goods to secure a debt maturing not more than one year after the date on which it is originally incurred and to be paid out of the proceeds of sale of such commercial goods ; or (iii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

The term "assets of the Borrower" as used in this Section includes assets of the Borrower or of any of its political subdivisions or of any agency of the Borrower or of any such political subdivision, including Central Bank of the Philippines or any other institution performing the functions of a central bank.

Section 5.05. The principal of, and interest and other charges on, the Loan and the Bonds shall be paid without deduction for, and free from, any taxes or fees imposed under the laws of the Borrower or laws in effect in its territories ; provided, however, that the provisions of this Section shall not apply to taxation of, or fees upon, payments under any Bond to a holder thereof other than the Bank when such Bond is beneficially owned by an individual or corporate resident of the Borrower.

Section 5.06. The Loan Agreement and the Bonds shall be free from any taxes or fees that shall be imposed under the laws of the Borrower or laws in effect in its territories on or in connection with the execution, issue, delivery or registration thereof

and the Borrower shall pay all such taxes and fees, if any, imposed under the laws of the country or countries in whose currency the Loan and the Bonds are payable or laws in effect in the territories of such country or countries.

Section 5.07. The principal of, and interest and other charges on, the Loan and the Bonds shall be paid free from all restrictions imposed under the laws of the Borrower or laws in effect in its territories.

Section 5.08. (a) The Borrower shall satisfy the Bank that adequate arrangements have been made to insure the goods financed out of the proceeds of the Loan against damage or loss during their construction outside of, and importation into, the territories of the Borrower ; such insurance shall be consistent with sound commercial practice and shall be payable in the currency in which the cost of the goods insured thereunder shall be payable.

(b) Except as the Borrower and the Bank shall otherwise agree, the Borrower shall, in addition to the insurance provided for in subparagraph *(a)* of this Section, take out or cause to be taken out, and maintain or cause to be maintained, insurance with a commercial insurer on the floating equipment financed out of the proceeds of the Loan against such risks and in such amount, as shall be consistent with sound commercial practice ; such insurance shall be payable in the currency in which the cost of the goods insured thereunder shall be payable.

Article VI

REMEDIES OF THE BANK

Section 6.01. (i) If any event specified in paragraph *(a)* or paragraph *(b)* of Section 5.02 of the Loan Regulations shall occur and shall continue for a period of thirty days, or *(ii)* if any event specified in paragraph *(c)* of Section 5.02 of the Loan Regulations shall occur and shall continue for a period of sixty days after notice thereof shall have been given by the Bank to the Borrower, then at any subsequent time during the continuance thereof, the Bank, at its option, may declare the principal of the Loan and of all the Bonds then outstanding to be due and payable immediately, and upon any such declaration such principal shall become due and payable immediately, anything in the Loan Agreement or in the Bonds to the contrary notwithstanding.

Article VII

MISCELLANEOUS

Section 7.01. The Closing Date shall be August 31, 1963, or such other date as shall be agreed upon by the Borrower and the Bank.

Section 7.02. A date sixty days after the date of this Agreement is hereby specified for the purposes of Section 9.04 of the Loan Regulations.

Section 7.03. The following addresses are specified for the purposes of Section 8.01 of the Loan Regulations :

For the Borrower :

The Director of Public Works
Bureau of Public Works
Manila, Philippines

For the Bank :

International Bank for Reconstruction and Development
1818 H Street, N. W.
Washington 25, D. C.
United States of America

Alternative address for cablegrams and radiograms :

Intbafrad
Washington, D. C.

Section 7.04. The Director of Public Works of the Borrower is designated for the purposes of Section 8.03 of the Loan Regulations.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Loan Agreement to be signed in their respective names and delivered in the District of Columbia, United States of America, as of the day and year first above written.

Republic of the Philippines :

By Florencio MORENO
Authorized Representative

International Bank for Reconstruction and Development :

By W. A. B. ILIFF
Vice President

SCHEDULE 1

AMORTIZATION SCHEDULE

<i>Date Payment Due</i>	<i>Payment of Principal (expressed in dollars)*</i>	<i>Date Payment Due</i>	<i>Payment of Principal (expressed in dollars)*</i>
September 15, 1963	\$ 174,000	September 15, 1971	\$ 273,000
March 15, 1964	179,000	March 15, 1972	281,000
September 15, 1964	184,000	September 15, 1972	289,000
March 15, 1965	189,000	March 15, 1973	297,000
September 15, 1965	194,000	September 15, 1973	306,000
March 15, 1966	200,000	March 15, 1974	315,000
September 15, 1966	206,000	September 15, 1974	324,000
March 15, 1967	212,000	March 15, 1975	333,000
September 15, 1967	218,000	September 15, 1975	343,000
March 15, 1968	224,000	March 15, 1976	353,000
September 15, 1968	230,000	September 15, 1976	363,000
March 15, 1969	237,000	March 15, 1977	373,000
September 15, 1969	244,000	September 15, 1977	384,000
March 15, 1970	251,000	March 15, 1978	395,000
September 15, 1970	258,000	September 15, 1978	406,000
March 15, 1971	265,000		

* To the extent that any part of the Loan is repayable in a currency other than dollars (see Loan Regulations, Section 3.03), the figures in this column represent dollar equivalents determined as for purposes of withdrawal.

PREMIUMS ON PREPAYMENT AND REDEMPTION

The following percentages are specified as the premiums payable on repayment in advance of maturity of any part of the principal amount of the Loan pursuant to Section 2.05 (b) of the Loan Regulations or on the redemption of any Bond prior to its maturity pursuant to Section 6.16 of the Loan Regulations :

<i>Time of Prepayment or Redemption</i>	<i>Premium</i>
Not more than 3 years before maturity	½ of 1 %
More than 3 years but not more than 6 years before maturity	2 %
More than 6 years but not more than 11 years before maturity	3 ½ %
More than 11 years but not more than 15 years before maturity	4 ¾ %
More than 15 years before maturity	5 ¾ %

SCHEDULE 2

DESCRIPTION OF THE PROJECT

The Project is the dredging of the Borrower's public ports to provide depths of water adequate for the navigational needs of inter-islands and ocean-going shipping, and dredging thereafter to maintain such depths. To this end, the Borrower will, *inter alia* :

1. Acquire, operate, maintain and repair
 - a. One hopper dredge of approximately 1,000 cu. yd. hopper capacity ;
 - b. One 20-in. cutter-suction dredge with pipeline ;
 - c. Three 14-in. cutter-suction dredges with pipelines ;
 - d. One self propelled grab hopper dredge ;
 - e. One work launch ;
 - f. Two dredge tenders ;
 - g. One floating crane of 40 tons capacity ; and
 - h. Echo sounding equipment.
2. Procure spare parts for this equipment.
3. Design, construct and operate a slipway and workshop for repair of the dredging equipment of the Borrower's Department of Public Works, Communications and Transportation.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
LOAN REGULATIONS No. 3, DATED 15 FEBRUARY 1961

→ LOAN REGULATIONS APPLICABLE TO LOANS MADE BY THE BANK TO ~~Borrowers Other~~
~~than~~ MEMBER GOVERNMENTS

Article I

PURPOSE ; APPLICATION TO LOAN AGREEMENTS

→ SECTION 1.01. *Purpose.* The purpose of these Regulations is to set forth certain terms and conditions generally applicable to loans made by the Bank directly to its members.

SECTION 1.02. *Application of Regulations.* Any loan agreement between the Bank and a member may provide that the parties thereto accept the provisions of these Regulations. To the extent so provided, these Regulations shall apply to such agreement and shall govern the rights and obligations thereunder of the parties thereto with the same force and effect as if they were fully set forth therein. No revocation or amendment of these Regulations shall be effective in respect of any loan agreement unless the parties thereto shall so agree.

SECTION 1.03. *Inconsistency with Loan Agreements.* If any provision of a loan agreement is inconsistent with a provision of these Regulations, the provision of the loan agreement shall govern.

Article II

LOAN ACCOUNT ; INTEREST AND OTHER CHARGES REPAYMENT ; PLACE OF PAYMENT

SECTION 2.01. *Loan Account.* The amount of the Loan shall be credited to a Loan Account which the Bank shall open on its books in the name of the Borrower. The amount of the Loan may be withdrawn from the Loan Account as provided in the Agreement and in these Regulations.

SECTION 2.02. *Commitment Charge.* A commitment charge at the rate specified in the Loan Agreement shall be payable on the unwithdrawn amount of the Loan. Such commitment charge shall accrue from a date 60 days after the date of the Loan Agreement¹ to the respective dates on which amounts shall be withdrawn by the Borrower from the Loan Account or shall be cancelled.

SECTION 2.03. *Interest.* Interest at the rate specified in the Loan Agreement shall be payable on the amount of the Loan withdrawn from the Loan Account and outstanding from time to time. Interest shall accrue from the respective dates on which amounts shall be so withdrawn.

SECTION 2.04. *Computation of Interest and Other Charges.* Interest and all other charges shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 2.05. *Repayment.* (a) The principal amount of the Loan withdrawn from the Loan Account shall be repayable in accordance with the amortization schedule to the Loan Agreement.

(b) The Borrower shall have the right, upon payment of all accrued interest and payment of the premium specified in said amortization schedule, and upon not less than 45 day's notice to the Bank, to repay in advance of maturity (i) all of the principal amount of the Loan at the time outstanding or (ii) all of the principal amount of any one or more maturities, provided that on the date of such prepayment there shall not be outstanding any portion of the Loan maturing after the portion to be prepaid. However, if Bonds shall have been delivered pursuant to Article VI in respect of any portion of the Loan to be prepaid, the terms and conditions of prepayment of that portion of the Loan shall be those set forth in Section 6.16 and in such Bonds.

(c) It is the policy of the Bank to encourage the repayment prior to maturity of portions of its loans retained by the Bank for its own account. Accordingly, the Bank will sympathetically consider, in the light of all circumstances then existing, any request of the Borrower that the Bank waive the payment of any premium payable under paragraph (b) of this Section or under Section 6.16 on repayment of any portions of the Loan or Bonds which the Bank has not sold or agreed to sell.

SECTION 2.06. *Place of Payment.* The principal (including premium, if any) of, and interest and other charges on, the Loan shall be paid at such places as the Bank shall

¹ See p. 254 of this volume.

reasonably request. The principal of the Bonds, the interest accruing thereon and the premium, if any, on the redemption thereof shall be paid at the places specified in the Bonds, except that payments under any Bonds held by the Bank shall be made at such places as the Bank shall reasonably request.

Article III

CURRENCY PROVISIONS

SECTION 3.01. *Denomination of the Loan.* Where the amount of the Loan is expressed in either of the following manners :

- (a) in a specified currency (e.g. "_____ dollars"), or
- (b) in various currencies equivalent to an amount in a specified currency (e.g. "an amount in various currencies equivalent to _____ dollars"),

then the Loan shall be deemed to be denominated in such specified currency (dollars in each of the above examples).

SECTION 3.02. *Currencies in Which Withdrawals Are to Be Made.* The Borrower shall use reasonable efforts to assure that the cost of goods financed out of the Loan is payable in the respective currencies of the countries from which such goods are acquired. Except as the Bank and the Borrower shall otherwise agree, withdrawals shall be made either in the respective currencies in which the cost of goods has been paid or is payable or in the currency in which the Loan is denominated, as the Bank may from time to time elect.

SECTION 3.03. *Currency in Which Principal and Premium Are Payable ; Maturities.*

(a) The principal of the Loan shall be repayable in the several currencies withdrawn from the Loan Account and the amount repayable in each currency shall be the amount withdrawn in that currency. The foregoing provision is subject to one exception, namely : if withdrawal shall be made in any currency which the Bank shall have purchased with another currency for the purpose of such withdrawal, the portion of the Loan so withdrawn shall be repayable in such other currency and the amount so repayable shall be the amount paid by the Bank on such purchase.

(b) Any premium payable under Section 2.05 on prepayment of any portion of the Loan, or under Section 6.16 on redemption of any Bond, shall be payable in currency in which the principal of such portion of the Loan, or of such Bond, is repayable.

(c) Except as the Bank and the Borrower shall otherwise agree, the portion of the Loan to be repaid, under the provisions of this Section, in any particular currency shall be repayable in such instalments, not inconsistent with the instalments set forth in the amortization schedule to the Loan Agreement, as the Bank shall from time to time specify.

SECTION 3.04. *Currency in Which Interest Is Payable.* Interest on any portion of the Loan shall be payable in the currency in which the principal of such portion of the Loan is repayable.

SECTION 3.05. *Currency in Which Commitment Charge Is Payable.* The commitment charge and the charge for any special commitment pursuant to Section 4.02 shall be payable in the currency in which the Loan is denominated.

SECTION 3.06. *Purchase of Currencies.* The Bank will, at the request of the Borrower and on such terms and conditions as the Bank shall determine, purchase any currency needed by the Borrower for payment of principal, interest and other charges required under the Loan Agreement upon payment by the Borrower of sufficient funds therefor in a currency or currencies to be specified by the Bank from time to time. In purchasing the currencies required the Bank shall be acting as agent of the Borrower and the Borrower shall be deemed to have made any payment required under the Loan Agreement only when and to the extent that the Bank has received such payment in the currency or currencies required.

SECTION 3.07. *Valuation of Currencies.* Whenever it shall be necessary for the purposes of the Loan Agreement to determine the value of one currency in terms of another, such value shall be as reasonably determined by the Bank.

SECTION 3.08. *Exchange Restrictions.* Any payment required under the Loan Agreement to be made to the Bank in the currency of any country shall be made in such manner, and in currency acquired in such manner, as shall be permitted under the laws of such country for the purpose of making such payment and effecting the deposit of such currency to the account of the Bank with a depository of the Bank in such country.

Article IV

WITHDRAWAL OF PROCEEDS OF LOANS

SECTION 4.01. *Withdrawal from the Loan Account.* The Borrower shall be entitled to withdraw from the Loan Account (i) such amounts as shall have been paid for the reasonable cost of goods to be financed under the Loan Agreement; and (ii), if the Bank shall so agree, such amounts as shall be required to meet payments to be made for the reasonable cost of such goods. Except as shall be otherwise agreed between the Bank and the Borrower, no withdrawals shall be made on account of (a) expenditures prior to the Effective Date or (b) expenditures in the currency of the Borrower or for goods produced in (including services supplied from) the territories of the Borrower or (c) expenditures in the territories of any country which is not a member of the Bank (other than Switzerland) or for goods produced in (including services supplied from) such territories.

SECTION 4.02. *Special Commitments by the Bank.* Upon the Borrower's request and upon such terms and conditions as shall be agreed upon between the Bank and the Borrower, the Bank may enter into special commitments in writing to pay amounts to the Borrower or others in respect of the cost of goods notwithstanding any subsequent suspension or cancellation.

SECTION 4.03. *Applications for Withdrawal or for Special Commitment.* When the Borrower shall desire to withdraw any amount from the Loan Account or to request

the Bank to enter into a special commitment pursuant to Section 4.02, the Borrower shall deliver to the Bank a written application in such form, and containing such statements and agreements, as the Bank shall reasonably request. Applications for withdrawal, with the necessary documentation as hereinafter in this Article provided, shall, except as the Bank and the Borrower shall otherwise agree, be made promptly in relation to expenditures for the Project.

SECTION 4.04. *Supporting Evidence.* The Borrower shall furnish to the Bank such documents and other evidence in support of the application as the Bank shall reasonably request, whether before or after the Bank shall have permitted any withdrawal requested in the application.

SECTION 4.05. *Sufficiency of Applications and Documents.* Each application and the accompanying documents and other evidence must be sufficient in form and substance to satisfy the Bank that the Borrower is entitled to withdraw from the Loan Account the amount applied for and that the amount to be withdrawn from the Loan Account is to be used only for the purposes specified in the Loan Agreement.

SECTION 4.06. *Payment by the Bank.* Payment by the Bank of amounts which the Borrower is entitled to withdraw from the Loan Account shall be made to or on the order of the Borrower.

Article V

CANCELLATION AND SUSPENSION

SECTION 5.01. *Cancellation by the Borrower.* The Borrower may by notice to the Bank cancel any amount of the Loan which the Borrower shall not have withdrawn prior to the giving of such notice, except that the Borrower may not so cancel any amount of the Loan in respect of which the Bank shall have entered into a special commitment pursuant to Section 4.02.

SECTION 5.02. *Suspension by the Bank.* If any of the following events shall have happened and be continuing, the Bank may by notice to the Borrower suspend in whole or in part the right of the Borrower to make withdrawals from the Loan Account :

- (a) A default shall have occurred in the payment of principal or interest or any other payment required under the Loan Agreement or the Bonds.
- (b) A default shall have occurred in the payment of principal or interest or any other payment required under any other loan agreement or under any guarantee agreement between the Borrower and the Bank or under any delivered pursuant to any such agreement.
- (c) A default shall have occurred in the performance of any other covenant or agreement on the part of the Borrower under the Loan Agreement or the Bonds.
- (d) An extraordinary situation shall have arisen which shall make it improbable that the Borrower will be able to perform its obligations under the Loan Agreement or the Bonds.

- (e) The Borrower shall have been suspended from membership in or ceased to be a member of the Bank.
- (f) The Borrower shall have ceased to be a member of the International Monetary Fund or shall have become ineligible to use the resources of said Fund under Section 6 of Article IV of the Articles of Agreement of said Fund¹ or shall have been declared ineligible to use said resources under Section 5 of Article V, Section 1 of Article VI or Section 2 (a) of Article XV of the Articles of Agreement of said Fund.
- (g) After the date of the Loan Agreement and prior to the Effective Date any event shall have occurred which would have entitled the Bank to suspend the Borrower's right to make withdrawals from the Loan Account if the Loan Agreement had been effective on the date such event occurred.
- (h) Any other event specified in the Loan Agreement for the purposes of this Section shall have occurred.

The right of the Borrower to make withdrawals from the Loan Account shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist or until the Bank shall have notified the Borrower that the right to make withdrawals has been restored, whichever is the earlier; provided, however, that in the case of any such notice of restoration, the right to make withdrawals shall be restored only to the extent and subject to the conditions specified in such notice, and no such notice shall affect or impair any right, power or remedy of the Bank in respect of any other or subsequent event described in this Section.

SECTION 5.03. *Cancellation by the Bank.* If (a) the right of the Borrower to make withdrawals from the Loan Account shall have been suspended with respect to any amount of the Loan for a continuous period of thirty days, or (b) by the date specified in the Loan Agreement as the Closing Date an amount of the Loan shall remain unwithdrawn from the Loan Account, the Bank may by notice to the Borrower terminate the right of the Borrower to make withdrawals with respect to such amount. Upon the giving of such notice such amount of the Loan shall be cancelled.

SECTION 5.04. *Amounts Subject to Special Commitment Not Affected by Cancellation or Suspension by the Bank.* No cancellation or suspension by the Bank shall apply to amounts subject to any special commitment entered into by the Bank pursuant to Section 4.02 except as expressly provided in such commitment.

SECTION 5.05. *Application of Cancellation to Maturities of the Loan.* Except as otherwise agreed between the Bank and the Borrower, any cancellation shall be applied *pro rata* to the several maturities of the principal amount of the Loan as set forth in the amortization schedule to the Loan Agreement, except that the principal amount of any such maturity so cancelled shall not exceed the amount of such maturity remaining after deducting the principal amount of Bonds of such maturity theretofore delivered or request-

¹ United Nations, *Treaty Series*, Vol. 2, p. 40; Vol. 19, p. 280; Vol. 141, p. 355; Vol. 199, p. 308; Vol. 260, p. 432; Vol. 287, p. 260; Vol. 303, p. 284; Vol. 316, p. 269, and Vol. 406.

ed pursuant to Article VI and the Bonds or portions of the Loan of such maturity theretofore sold or agreed to be sold by the Bank.

SECTION 5.06. *Effectiveness of Provisions after Suspension or Cancellation.* Notwithstanding any cancellation or suspension, all the provisions of these Regulations and the Loan Agreement shall continue in full force and effect except as in this Article specifically provided.

Article VI

BONDS

SECTION 6.01. *Delivery of Bonds.* The Borrower shall execute and deliver Bonds representing the principal amount of the Loan, as hereinafter in this Article provided.

SECTION 6.02. *Payments on Bonds.* The payment of the principal of any Bonds shall *pro tanto* discharge the obligation of the Borrower to repay the principal of the Loan ; and the payment of interest on any Bonds and of the service charge, if any, provided for in Section 6.04, shall *pro tanto* discharge the obligation of the Borrower to pay interest on the Loan.

SECTION 6.03. *Time of Delivery of Bonds.* If and as the Bank shall from time to time request, the Borrower shall, as soon as practicable and within such period not less than 60 days after the date of any request therefor as the Bank shall specify in such request, execute and deliver to or on the order of the Bank Bonds in the aggregate principal amount specified in such request, not exceeding, however, the aggregate principal amount of the Loan which shall have been withdrawn and shall be outstanding at the time of such request and for which Bonds shall not theretofore have been so delivered or requested.

SECTION 6.04. *Interest on Bonds ; Service Charge.* The Bonds shall bear interest at such rate or rates as the Bank shall request, not in excess, however, of the rate of interest on the Loan. If the rate of interest on any Bond shall be less than the rate of interest on the Loan, the Borrower shall, in addition to the interest payable on such Bond, pay to the Bank a service charge on the principal amount of the Loan represented by such Bond at a rate equal to the difference between the interest rate on the Loan and the interest rate on such Bond. Such service charge shall be payable on the dates on which and in the currency in which such interest is payable.

SECTION 6.05. *Currency in Which Bonds Are Payable.* The Bonds shall be payable as to principal and interest in the several currencies in which the Loan is repayable. Each Bond delivered pursuant to any request under Section 6.03 or under Section 6.11 shall be payable in such currency as the Bank shall specify in such request except that the aggregate principal amount of Bonds payable in any currency shall at no time exceed the outstanding amount of the Loan repayable in such currency.

SECTION 6.06. *Maturities of Bonds.* The maturities of the Bonds shall correspond to the maturities of instalments of the principal amount of the Loan set forth in the amortization schedule to the Loan Agreement. The Bonds delivered pursuant to any request under Section 6.03 or under Section 6.11 shall have such maturities as the Bank shall specify in such request except that the aggregate principal amount of Bonds of any maturity shall at no time exceed the corresponding instalment of the principal amount of the Loan.

SECTION 6.07. *Form of Bonds.* The Bonds shall be fully registered bonds without coupons (hereinafter sometimes called registered Bonds) or bearer bonds with coupons for semi-annual interest attached (hereinafter sometimes called coupon Bonds). Bonds delivered to the Bank shall be registered Bonds or coupon Bonds as the Bank shall request. Registered Bonds payable in dollars shall be substantially in the form set forth in Schedule 1¹ to these Regulations. Coupon Bonds payable in dollars and the coupons attached thereto shall be substantially in the forms set forth in Schedule 2² to these Regulations. Bonds payable in any currency other than dollars shall be substantially in the forms set forth in Schedule 1 or 2 these Regulations, as the case may be, except that they shall (a) provide for payment of principal, interest and premium on redemption, if any, in such other currency, (b) provide for such place of payment as the Bank shall specify, and (c) contain such other modifications as the Bank shall reasonably request in order to conform to the laws or to the financial usage of the place where they are payable.

SECTION 6.08. *Printing or Engraving of Bonds.* Except as the Bank and the Borrower shall otherwise agree and subject to the provisions of Section 6.11 (b), the Bonds shall be either (a) printed or lithographed on an engraved base having an engraved border or (b) fully engraved in conformity with the requirements of the leading securities exchange in the country in whose currency such Bonds are payable.

SECTION 6.09. *Date of Bonds.* Each registered Bond shall be dated the semi-annual interest payment date on which or next preceding the date on which it shall be executed and delivered. Each coupon Bond shall be dated six months prior to the first semi-annual interest payment date after the Effective Date except as the Bank and the Borrower shall otherwise agree, and shall be delivered with all unmaturing coupons attached. Upon any delivery of Bonds appropriate adjustment shall be made so that there shall be no loss to the Bank or to the Borrower in respect of commitment charge or interest and service charge, if any, on the principal amount of the Loan represented by such Bonds.

SECTION 6.10. *Denominations of Bonds.* The Borrower shall authorize the issuance of Bonds in such denominations as the Bank shall reasonably request. The Bonds delivered pursuant to any request under Section 6.03 or under Section 6.11 shall be in such authorized denominations as the Bank shall specify in such request.

¹ See p. 298 of this volume.

² See p. 304 of this volume.

SECTION 6.11. *Exchange of Bonds.* The Borrower shall, as soon as practicable after the Bank shall so request, execute and deliver to or on the order of the Bank, in exchange for Bonds theretofore executed and delivered to it, new Bonds in accordance with the following provisions :

- (a) Bonds bearing interest at one rate may be exchanged for Bonds bearing interest at any other rate not in excess of the rate of interest on the Loan.
- (b) Bonds initially issued which are not fully engraved in accordance with the provisions of Section 6.08 (b) may be exchanged for such fully engraved Bonds.
- (c) Bonds payable in one currency may, subject to the provisions of Sections 6.05 and 6.06, be exchanged for a like aggregate principal amount of Bonds payable in the same or any other currency in which the Loan is repayable.
- (d) The Bank shall reimburse the Borrower for the reasonable cost of any exchange made pursuant to paragraphs (a) or (c) above. Any exchange made pursuant to paragraph (b) above or any exchange by the Bank of registered Bonds in large denominations for registered or coupon Bonds in smaller authorized denominations for purposes of sale by the Bank shall be without charge to the Bank.

The foregoing rights of exchange are in addition to any rights of exchange provided in the Bonds. Except as in this Section expressly provided, exchanges of Bonds pursuant to this Section shall be subject to all provisions of the Bonds relating to exchanges.

SECTION 6.12. *Execution of Bonds.* The Bonds shall be signed in the name and on behalf of the Borrower by its authorized representative or representatives designated in the Loan Agreement for the purposes of this Section. The signature of any such representative may be a facsimile signature if the Bonds are also manually countersigned by an authorized representative of the Borrower. Coupons attached to coupon Bonds shall be authenticated by the facsimile signature of an authorized representative of the Borrower. If any authorized representative of the Borrower whose manual or facsimile signature shall be affixed to any Bond or coupon shall cease to be such authorized representative, such Bond or coupon may nevertheless be delivered, and shall be valid and binding on the Borrower, as though the person whose manual or facsimile signature shall have been affixed to such Bond or coupon had not ceased to be such authorized representative.

SECTION 6.13. *Registration and Transfer of Registered Bonds.* The Borrower shall maintain, or cause to be maintained, books for the registration and transfer of registered Bonds.

SECTION 6.14. *Qualification and Listing of Bonds.* The Borrower shall promptly furnish to the Bank such information and execute such applications and other documents as the Bank shall reasonably request in order to enable the Bank to sell any of the Bonds in any country, or to list any of the Bonds on any securities exchange, in compliance with applicable laws and regulations. To the extent necessary to comply with requirements of any such exchange, the Borrower shall, if the Bank shall so request, appoint and maintain an agency for authentication of such Bonds.

SECTION 6.15. *Guarantee by the Bank of Payments on Bonds.* If the Bank shall sell any Bond and shall guarantee any payment thereunder, the Borrower shall reimburse the Bank for any amount paid by the Bank under such guarantee by reason of any failure of the Borrower to make payment in accordance with the terms of such Bond.

SECTION 6.16. *Redemption of Bonds.* (a) The Bonds shall be subject to redemption prior to their maturity by the Borrower in accordance with their terms, at a redemption price equal to the principal amount thereof plus the interest accrued and unpaid thereon to the date fixed for the redemption thereof plus as a premium the percentages of said principal amount specified in the amortization schedule to the Loan Agreement.

(b) If any Bond so to be redeemed shall bear interest at a rate less than the rate of interest on the Loan, the Borrower shall pay to the Bank on the date fixed for redemption the service charge provided for in Section 6.04 accrued and unpaid to such date on the principal amount of the Loan represented by such Bond.

SECTION 6.17. *Rights of Holders of Bonds.* No holder (other than the Bank) of any Bond shall, by virtue of being the holder thereof, be entitled to exercise any rights under the Loan Agreement or be subject to any of the conditions or obligations imposed upon the Bank thereby. The provisions of this Section shall not impair or affect any rights or obligations under the terms of any Bond.

SECTION 6.18. *Delivery of Promissory Notes in Lieu of Bonds.* At the request of the Bank the Borrower shall execute and deliver to the Bank promissory notes in lieu of Bonds. Each note shall be payable to the order of such payee or payees, and at such place within the country in which the note is payable, as the Bank shall specify, and shall be dated the interest payment date next preceding the date of its delivery. Such note shall be in such customary form as the Bank and the Borrower shall mutually agree upon in order to conform to the laws or financial usage of the place where it is payable. Except as otherwise expressly provided in this Section or where the context otherwise requires, references in these Regulations and the Loan Agreement to Bonds shall include any promissory notes executed and delivered under this Section.

SECTION 6.19. *Legal Opinions.* Upon the execution and delivery of any Bonds pursuant to this Article, the Borrower shall promptly at the Bank's request furnish to the Bank an opinion or opinions of counsel acceptable to the Bank confirming as of the date of delivery of such Bonds that such Bonds constitute valid and binding obligations of the Borrower in accordance with their terms.

Article VII

ENFORCEABILITY OF LOAN AGREEMENT ; FAILURE TO EXERCISE RIGHTS ; ARBITRATION

SECTION 7.01. *Enforceability.* The rights and obligations of the Bank and the Borrower under the Loan Agreement and the Bonds shall be valid and enforceable in accord-

ance with their terms notwithstanding the law of any state, or political subdivision thereof, to the contrary. Neither the Bank nor the Borrower shall be entitled in any proceeding under this Article to assert any claim that any provision of these Regulations or the Loan Agreement or the Bonds is invalid or unenforceable because of any provision of the Articles of Agreement of the Bank¹ or for any other reason.

SECTION 7.02. *Failure to Exercise Rights.* No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under the Loan Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default; not shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

SECTION 7.03. *Arbitration.* (a) Any controversy between the parties to the Loan Agreement and any claim by either such party against the other arising under the Loan Agreement or the Bonds which shall not be determined by agreement of the parties shall be submitted to arbitration by an Arbitral Tribunal as hereinafter provided.

(b) The parties to such arbitration shall be the Bank and the Borrower.

(c) The Arbitral Tribunal shall consist of three arbitrators appointed as follows: one arbitrator shall be appointed by the Bank; a second arbitrator shall be appointed by the Borrower; and the third arbitrator (hereinafter sometimes called the Umpire) shall be appointed by agreement of the parties or, if they shall not agree, by the President of the International Court of Justice or, failing appointment by him, by the Secretary-General of the United Nations. If either of the parties shall fail to appoint an arbitrator, such arbitrator shall be appointed by the Umpire. In case any arbitrator appointed in accordance with this Section shall resign, die or become unable to act, a successor arbitrator shall be appointed in the same manner as herein prescribed for the appointment of the original arbitrator and such successor shall have all the powers and duties of such original arbitrator.

(d) An arbitration proceeding may be instituted under this Section upon notice by the party instituting such proceeding to the other party. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature of the relief sought, and the name of the arbitrator appointed by the party instituting such proceeding. Within 30 days after the giving of such notice, the adverse party shall notify the party instituting the proceeding of the name of the arbitrator appointed by such adverse party.

(e) If within 60 days after the giving of such notice instituting the arbitration proceeding the parties shall not have agreed upon an Umpire, either party may request the appointment of an Umpire as provided in paragraph (c) of this Section.

¹ United Nations, *Treaty Series*, Vol. 2, p. 134; Vol. 19, p. 300; Vol. 141, p. 356; Vol. 199, p. 309; Vol. 260, p. 433; Vol. 287, p. 261; Vol. 303, p. 285; Vol. 316, p. 270, and Vol. 406.

(f) The Arbitral Tribunal shall convene at such time and place as shall be fixed by the Umpire. Thereafter, the Arbitral Tribunal shall determine where and when it shall sit.

(g) Subject to the provisions of this Section and except as the parties shall otherwise agree, the Arbitral Tribunal shall decide all questions relating to its competence and shall determine its procedure. All decisions of the Arbitral Tribunal shall be by majority vote.

(h) The Arbitral Tribunal shall afford to all parties a fair hearing and shall render its award in writing. Such award may be rendered by default. An award signed by a majority of the Arbitral Tribunal shall constitute the award of such Tribunal. A signed counterpart of the award shall be transmitted to each party. Any such award rendered in accordance with the provisions of this Section shall be final and binding upon the parties to the Loan Agreement. Each party shall abide by and comply with any such award rendered by the Arbitral Tribunal in accordance with the provisions of this Section.

(i) The parties shall fix the amount of the remuneration of the arbitrators and such other persons as shall be required for the conduct of the arbitration proceedings. If the parties shall not agree on such amount before the Arbitral Tribunal shall convene, the Arbitral Tribunal shall fix such amount as shall be reasonable under the circumstances. Each Party shall defray its own expenses in the arbitration proceedings. The costs of the Arbitral Tribunal shall be divided between and borne equally by the party. Any question concerning the division of the costs of the Arbitral Tribunal or the procedure for payment of such costs shall be determined by the Arbitral Tribunal.

(j) The provisions for arbitration set forth in this Section shall be in lieu of any other procedure for the determination of controversies between the parties to the Loan Agreement and any claim by either party against the other party arising thereund or under the Bonds.

(k) The Bank shall not be entitled to enter judgment against the Borrower upon the award, to enforce the award against the Borrower by execution or to pursue any other remedy against the Borrower for the enforcement of the award, except as such procedure may be available against the Borrower otherwise than by reason of the provisions of this Section. If within 30 days after counterparts of the award shall be delivered to the parties the award shall not be complied with by the Bank, the Borrower may take any such action for the enforcement of the award against the Bank.

(l) Service of any notice or process in connection with any proceeding under this Section or (to the extent that such remedy shall be available) in connection with any proceeding to enforce any award rendered pursuant to this Section may be made in the manner provided in Section 8.01. The parties to the Loan Agreement waive any and all other requirements for the service of any such notice or process.

Article VIII

MISCELLANEOUS PROVISIONS

SECTION 8.01. *Notices and Requests.* Any notice or request required or permitted to be given or made under the Loan Agreement and any agreement between any of the parties contemplated by the Loan Agreement shall be in writing. Except as otherwise

provided in Section 9.03, such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable or radiogram to the party to which it is required or permitted to be given or made at such party's address specified in the Loan Agreement, or at such other address as such party shall have designated by notice to the party giving such notice or making such request.

SECTION 8.02. *Evidence of Authority.* The Borrower shall furnish to the Bank sufficient evidence of the authority of the person or persons who will sign the applications provided for in Article IV and the Bonds or who will, on behalf of the Borrower, take any other action or execute any other documents required or permitted to be taken or executed by the Borrower under the Loan Agreement, and the authenticated specimen signature of each such person.

SECTION 8.03. *Action on Behalf of the Borrower.* Any action required or permitted to be taken, and any documents required or permitted to be executed, under the Loan Agreement on behalf of the Borrower may be taken or executed by the representative of the Borrower designated in the Loan Agreement for the purposes of this Section or any person thereunto authorized in writing by him. Any modification or amplification of the provisions of the Loan Agreement may be agreed to on behalf of the Borrower by written instrument executed on behalf of the Borrower by the representative so designated or any person thereunto authorized in writing by him; provided that, in the opinion of such representative, such modification or amplification is reasonable in the circumstances and will not substantially increase the obligations of the Borrower under the Loan Agreement. The Bank may accept the execution by such representative or other person of any such instrument as conclusive evidence that in the opinion of such representative any modification or amplification of the provisions of the Loan Agreement effected by such instrument is reasonable in the circumstances and will not substantially increase the obligations of the Borrower thereunder.

SECTION 8.04. *Execution in Counterparts.* The Loan Agreement may be executed in several counterparts, each of which shall be an original. All such counterparts shall collectively be but one instrument.

Article IX

EFFECTIVE DATE ; TERMINATION

SECTION 9.01. *Conditions Precedent to Effectiveness of Loan Agreement.* The Loan Agreement shall not become effective until evidence satisfactory to the Bank shall have been furnished to the Bank that

(a) the execution and delivery of the Loan Agreement on behalf of the Borrower have been duly authorized or ratified by all necessary governmental action, and

(b) all other events specified in the Loan Agreement as conditions to its effectiveness have occurred.

SECTION 9.02. *Legal Opinions.* As part of the evidence to be furnished pursuant to Section 9.01, the Borrower shall furnish to the Bank an opinion or opinions satisfactory to the Bank of counsel acceptable to the Bank showing :

- (a) that the Loan Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms ;
- (b) that the Bonds when executed and delivered in accordance with the Loan Agreement will constitute valid and binding obligations of the Borrower in accordance with their terms and that, except as stated in such opinion, no further signatures or formalities are required for that purpose ; and
- (c) such other matters as shall be specified in the Loan Agreement.

SECTION 9.03. *Effective Date.* Except as shall be otherwise agreed by the Bank and the Borrower, the Loan Agreement shall come into force and effect on the date upon which the Bank dispatches to the Borrower notice of its acceptance of the evidence required by Section 9.01.

SECTION 9.04. *Termination of Loan Agreement for Delay in Becoming Effective.* If all acts required to be performed pursuant to Section 9.01 shall not have been performed before the date specified in the Loan Agreement for the purposes of this Section or such other date as shall be agreed upon by the Bank and the Borrower, the Bank may at any time thereafter at its option terminate the Loan Agreement by notice to the Borrower. Upon the giving of such notice the Loan Agreement and all obligations of the parties thereunder shall forthwith terminate.

SECTION 9.05. *Termination of Loan Agreement on Full Payment.* If and when the entire principal amount of the Loan and the Bonds and the premium, if any, on the prepayment of the Loan and on the redemption of all Bonds called for redemption (as the case may be) and all interest and other charges which shall have accrued on the Loan and the Bonds shall have been paid, the Loan Agreement and all obligations of the parties thereunder shall forthwith terminate.

Article X

DEFINITIONS ; HEADINGS

SECTION 10.01. *Definitions.* Except where the context otherwise requires, the following terms have the following meanings wherever used in these Regulations or any Schedule hereto or in a loan agreement to which these Regulations have been made applicable :

1. The term "Bank" means International Bank for Reconstruction and Development.
2. The term "member" means a member of the Bank.
3. The term "Loan Agreement" means the particular loan agreement to which these Regulations shall have been made applicable, as amended from time to time ; and such term includes these Regulations as thus made applicable, all agreements supplemental to the Loan Agreement and all schedules to the Loan Agreement.

4. The term "Loan" means the loan provided for in the Loan Agreement.
5. The term "Borrower" means the member of the Bank to which the Loan is made.
6. The term "currency" means such coin or currency as at the time referred to is legal tender for the payment of public and private debts in the territories of the government referred to, whether or not such government is a member. Whenever reference is made to the currency of the Borrower, the term "currency" includes the currencies of all colonies and territories on whose behalf at the time referred to the Borrower has accepted membership in the Bank.
7. The term "dollars" and the sign "\$" mean dollars in currency of the United States of America.
8. The term "Bonds" means bonds executed and delivered by the Borrower pursuant to the Loan Agreement ; and such term includes any such bonds issued in exchange for, or on transfer of, Bonds as herein defined.
9. The term "Loan Account" means the account on the books of the Bank to which the amount of the Loan is to be credited as provided in Section 2.01.
10. The term "Project" means the project or projects or program or programs for which the Loan is granted, as described in the Loan Agreement and as the description thereof shall be amended from time to time by agreement between the Bank and the Borrower.
11. The term "goods" means equipment, supplies and services which are required for the Project. Wherever reference is made to the cost of any goods, such cost shall be deemed to include the cost of importing such goods into the territories of the Borrower.
12. The term "external debt" means any debt payable in any medium other than currency of the Borrower, whether such debt is or may become payable absolutely or at the option of the creditor in such other medium.
13. The term "Effective Date" means the date on which the Loan Agreement shall come into force and effect as provided in Section 9.03.
14. The term "lien" shall include mortgages, pledges, charges, privileges and priorities of any kind.
15. The term "assets" shall include revenues and property of any kind.
16. The terms "tax" and "taxes" shall include imposts, levies, fees and duties of any nature, whether in effect at the date of the Loan Agreement or thereafter imposed.
17. Wherever reference is made to the incurring of debt such reference shall include the assumption and guarantee of debt.

References in these Regulations to Articles or Sections are to Articles or Sections of these Regulations ; references in a loan agreement to Articles or Sections are to Articles or Sections of such loan agreement.

SECTION 10.02. *Headings.* The headings of the Articles and Sections and the Table of Contents¹ are inserted for convenience of reference only and are not a part of these Regulations.

SCHEDULE 1

FORM OF REGISTERED BOND WITHOUT COUPONS PAYABLE IN DOLLARS

\$ 000
No. 000

\$ 000
No. 000

[NAME OF BORROWER]

Serial Bond due _____

[NAME OF BORROWER] (hereinafter called [the Borrower]), for value received, hereby, promises to pay to _____, or registered assigns, on the ____ day of _____, 19____, at the office or agency of [the Borrower] in the Borough of Manhattan, in The City of New York, the sum of _____ dollars in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts, and to pay interest thereon from the date hereof at said office or agency in like coin or currency at the rate of _____ per centum (____%) per annum, payable semi-annually on _____ and _____ until payment of said principal sum has been made or duly provided for.

This Bond is one of an authorized issue of bonds in various currencies equivalent to an aggregate principal amount of _____, known as the Serial Bonds of [the Borrower] (hereinafter called the Bonds), issued or to be issued under a Loan Agreement dated _____ between [the Borrower] and International Bank for Reconstruction and Development (hereinafter called the Bank). No reference herein to the Loan Agreement shall confer upon the holder hereof any rights thereunder or impair the obligation of [the Borrower], which is absolute and unconditional, to pay the principal and interest on this Bond at the times and place and in the amounts and in the currency herein prescribed.

This Bond is transferable by the registered holder hereof, or by his attorney duly authorized in writing, at said office or agency of [the Borrower] in the Borough of Manhattan, upon payment, if [the Borrower] shall so require, of a charge calculated to reimburse [the Borrower] for the cost of the transfer and upon surrender of this Bond for cancellation, duly endorsed or accompanied by a proper instrument or instruments of assignment and transfer. Upon any such transfer a new fully registered Bond or Bonds, without coupons, of authorized denominations, of the same maturity, payable in the same currency, and in the same aggregate principal amount, will be issued to the transferee in exchange for this Bond.

¹ Not published.

Upon payment, if [the Borrower] shall so require, of a charge calculated to reimburse [the Borrower] for the cost of the exchange (1) bearer Bonds with interest coupons attached (hereinafter called coupon Bonds) of any maturity, together with all unmatured coupons thereto appertaining, may be exchanged upon presentation and surrender thereof at said office or agency in the Borough of Manhattan for coupon Bonds of other authorized denominations with all unmatured coupons thereto appertaining, or for fully registered Bonds without coupons (hereinafter called registered Bonds) of any authorized denominations, or both, of the same maturity, payable in the same currency, and in the same aggregate principal amount; and (2) registered Bonds of any maturity may be exchanged upon presentation and surrender at said office or agency, duly endorsed or accompanied by a proper instrument or instruments of assignment and transfer, for registered Bonds of other authorized denominations or for coupon Bonds of any authorized denominations with all unmatured coupons thereto appertaining, or both, of the same maturity, payable in the same currency, and in the same aggregate principal amount.

[The Borrower] shall not be required to make transfers or exchanges of any Bonds for a period of ten days next preceding any interest payment date thereof or of any Bonds called for redemption.

The Bonds are subject to redemption at the election of [the Borrower], as hereinafter provided, at a redemption price for each Bond equal to the principal amount thereof, plus the interest accrued and unpaid thereon to the date fixed for the redemption thereof, plus as a premium the following respective percentages of such principal amount: [insert percentages set forth in the amortization schedule to the Loan Agreement]. All the Bonds at the time outstanding of any one or more maturities may be so redeemed at any time, provided that, at the date fixed for the redemption of such Bonds, there shall not be outstanding any Bonds or any portion of the Loan provided for in said Loan Agreement maturing after the Bonds to be redeemed. If [the Borrower] shall elect to redeem Bonds it shall give notice of intention to redeem all the Bonds, or all the Bonds of one or more designated maturities as hereinabove provided, as the case may be. Such notice shall designate the redemption date and shall state the redemption price or prices, determined as hereinbefore provided. Such notice shall be given by publication in two daily newspapers printed in the English language and published and of general circulation in said Borough of Manhattan at least once a week for three successive weeks, the first publication to be not less than 45 nor more than 60 days prior to said redemption date. Notice of election to redeem having been given as above provided, the Bonds so called for redemption shall become due and payable on said redemption date at their redemption price or prices, and upon presentation and surrender thereof on or after such date at said office or agency in said Borough of Manhattan, together with any appurtenant coupons maturing after said redemption date, shall be paid at the redemption price or prices aforesaid. All unpaid interest instalments represented by coupons which shall have matured on or prior to said redemption date shall continue to be payable to the bearers of such coupons severally and respectively, and the redemption price payable to the holders of coupon Bonds presented for redemption shall not include such unpaid instalments of interest unless coupons representing such instalments shall accompany the Bonds presented for redemption. From and after said

redemption date, if payment is made or duly provided for pursuant thereto, the Bonds so called for redemption shall cease to bear interest and any appurtenant coupons maturing after said redemption date shall be void.

In certain events provided in said Loan Agreement, the Bank, at its option, may declare the principal of all the Bonds then outstanding (if not already due) to be due and payable immediately, and upon any such declaration such principal shall be due and payable immediately.

The principal of the Bonds, the interest accruing thereon and the premium, if any, on the redemption thereof shall be paid without deduction for and free from any taxes, imposts, levies, fees or duties of any nature or any restrictions now or at any time hereafter imposed under the laws of [the Borrower] or laws in effect in its territories; *provided, however, that the provisions of this paragraph shall not apply to the taxation of payments made under the provisions of any Bond to a holder thereof than the Bank when such Bond is beneficially owned by an individual or corporate resident of [the Borrower].*

[The Borrower] may deem and treat the bearer of any coupon Bond, and the bearer of any coupon for interest on any Bond, and the registered owner of any registered Bond, as the absolute owner thereof for all purposes whatsoever notwithstanding any notice to the contrary; and all payments to such bearer or to or on the order of such registered owner, as the case may be, shall be valid and effectual to discharge the liability of [the Borrower] upon such coupon Bond, such coupon or such registered Bond to the extent of the sum or sums so paid.

This Bond shall not be valid or become obligatory for any purpose until it shall have been [insert appropriate reference to authentication, signature or attestation].

IN WITNESS WHEREOF [the Borrower] has caused this Bond to be signed in its name by [here insert reference to official or officials signing Bonds, to countersignatures, attestation and seal, if used, and, if any signature is a facsimile signature, make reference thereto].

[Signature, attestation, authentication,
as may be appropriate]

Dated _____

Note : Italicized provisions may be omitted if Borrower desires.

FORM OF ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED _____
 hereby sell, assign and transfer unto _____ the within Bond issued by
 [NAME OF BORROWER] and hereby irrevocably authorize said [Borrower] to transfer said
 Bond on its books.

Dated _____

Witness : _____

SCHEDULE 2

FORM OF COUPON BOND PAYABLE IN DOLLARS

\$ 000
 No. 000

\$ 000
 No. 000

[NAME OF BORROWER]

Serial Bond due _____

[NAME OF BORROWER] (hereinafter called [the Borrower]), for value received, hereby promises to pay to the bearer hereof, on the ____ day of _____, 19 _____, at the office or agency of [the Borrower] in the Borough of Manhattan, in The City of New York, the sum of _____ dollars in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts, and to pay interest thereon from the date hereof at said office or agency in like coin or currency at the rate of _____ per centum (____%) per annum, payable semi-annually on _____ and _____ until payment of said principal sum has been made or duly provided for, but until the maturity hereof only upon presentation and surrender of the coupons hereto attached as they severally mature.

This Bond is one of an authorized issue of bonds in various currencies equivalent to an aggregate principal amount of _____, known as the Serial Bonds of [the Borrower] (hereinafter called the Bonds), issued or to be issued under a Loan Agreement dated _____ between [the Borrower] and International Bank for Reconstruction and Development (hereinafter called the Bank). No reference herein to the Loan Agreement shall confer upon the holder hereof any rights thereunder or impair the obligation of [the Borrower], which is absolute and unconditional, to pay the principal and interest on this Bond at the times and place and in the amounts and in the currency herein prescribed.

Upon payment, if [the Borrower] shall so require, of a charge calculated to reimburse [the Borrower] for the cost of the exchange (1) bearer Bonds with interest coupons attached (hereinafter called coupon Bonds) of any maturity, together with all unmatured coupons thereto appertaining, may be exchanged upon presentation and surrender thereof at said office or agency in the Borough of Manhattan for coupon Bonds of other authorized denominations with all unmatured coupons thereto appertaining, or for fully registered Bonds without coupons (hereinafter called registered Bonds) of any authorized denominations, or both, of the same maturity, payable in the same currency, and in the same aggregate principal amount; and (2) registered Bonds of any maturity may be exchanged upon presentation and surrender at said office or agency, duly endorsed or accompanied by a proper instrument or instruments of assignment and transfer, for registered Bonds of other authorized denominations or for coupon Bonds of any authorized denominations with all unmatured coupons thereto appertaining, or both, of the same maturity, payable in the same currency, and in the same aggregate principal amount.

[The Borrower] shall not be required to make transfers or exchanges of any Bonds for a period of ten days next preceding any interest payment date thereof or of any Bonds called for redemption.

The Bonds are subject to redemption at the election of [the Borrower], as hereinafter provided, at a redemption price for each Bond equal to the principal amount thereof, plus the interest accrued and unpaid thereon to the date fixed for the redemption thereof, plus as a premium the following respective percentages of such principal amount: [insert percentages set forth in the amortization schedule to the Loan Agreement]. All the Bonds at the time outstanding of any one or more maturities may be so redeemed at any time, provided that, at the date fixed for the redemption of such Bonds, there shall not be outstanding any Bonds or any portion of the Loan provided for in said Loan Agreement maturing after the Bonds to be redeemed. If [the Borrower] shall elect to redeem Bonds it shall give notice of intention to redeem all the Bonds, or all the Bonds of one or more designated maturities as hereinabove provided, as the case may be. Such notice shall designate the redemption date and shall state the redemption price or prices, determined as hereinbefore provided. Such notice shall be given by publication in two daily newspapers printed in the English language and published and of general circulation in said Borough of Manhattan at least once a week for three successive weeks, the first publication to be not less than 45 nor more than 60 days prior to said redemption date. Notice of election to redeem having been given as above provided, the Bonds so called for redemption shall become due and payable on said redemption date at their redemption price or prices, and upon presentation and surrender thereof on or after such date at said office or agency in said Borough of Manhattan, together with any appurtenant coupons maturing after said redemption date, shall be paid at the redemption price or prices aforesaid. All unpaid interest instalments represented by coupons which shall have matured on or prior to said redemption date shall continue to be payable to the bearers of such coupons severally and respectively, and the redemption price payable to the holders of coupon Bonds presented for redemption shall not include such unpaid instalments of interest unless coupons representing such instalments shall accompany the Bonds presented for redemption. From

and after said redemption date, if payment is made or duly provided for pursuant thereto, the Bonds so called for redemption shall cease to bear interest and any appurtenant coupons maturing after said redemption date shall be void.

In certain events provided in said Loan Agreement, the Bank, at its option, may declare the principal of all the Bonds then outstanding (if not already due) to be due and payable immediately, and upon any such declaration such principal shall be due and payable immediately.

The principal of the Bonds, the interest accruing thereon and the premium, if any, on the redemption thereof shall be paid without deduction for and free from any taxes, imposts, levies, fees or duties of any nature or any restrictions now or at any time hereafter imposed under the laws of [the Borrower] or laws in effect in its territories; *provided, however, that the provisions of this paragraph shall not apply to the taxation of payments made under the provisions of any Bond to a holder thereof other than the Bank when such Bond is beneficially owned by an individual or corporate resident of [the Borrower].*

[The Borrower] may deem and treat the bearer of any coupon Bond, and the bearer of any coupon for interest on any Bond, and the registered owner of any registered Bond, as the absolute owner thereof for all purposes whatsoever notwithstanding any notice to the contrary: and all payments to such bearer or to or on the order of such registered owner, as the case may be, shall be valid and effectual to discharge the liability of [the Borrower] upon such coupon Bond, such coupon or such registered Bond to the extent of the sum or sums so paid.

This Bond shall not be valid or become obligatory for any purpose until it shall have been [insert appropriate reference to authentication, signature or attestation].

IN WITNESS WHEREOF [the Borrower] has caused this Bond to be signed in its name by [here insert reference to official or officials signing Bonds, to countersignatures, attestation and seal, if used, and, if any signature is a facsimile signature, make reference thereto] and the coupons for said interest bearing the facsimile signature of its [insert title or name of official] to be attached hereto.

[Signature, attestation, authentication,
as may be appropriate]

Dated _____

Note : Italicized provisions may be omitted if Borrower desires.

FORM OF COUPON

On the _____ day of _____, 19____, unless the Bond mentioned below shall have been called for previous redemption and payment duly provided therefor, [NAME OF BORROWER] will pay to bearer, upon surrender of this coupon, at the office or agency of said [Borrower] in the Borough of Manhattan in The City of New York _____ dollars in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts, being six months' interest then due on its Serial Bond, No. _____ due _____

[facsimile signature]