

No. 6128

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

Guarantee Agreement—*Second Expressway Project* (with related letter, annexed Loan Regulations No. 4 and Loan Agreement between the Bank and Nihon Doro Kodan). Signed at Washington, on 29 November 1961

Official text: English.

Registered by the International Bank for Reconstruction and Development on 23 April 1962.

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

Contrat de garantie — *Deuxième projet d'autoroute* (avec lettre y relative et, en annexe, le Règlement n° 4 sur les emprunts et le Contrat d'emprunt entre la Banque et la Nihon Doro Kodan). Signé à Washington, le 29 novembre 1961

Texte officiel anglais.

Enregistré par la Banque internationale pour la reconstruction et le développement le 23 avril 1962.

No. 6128. GUARANTEE AGREEMENT¹ (*SECOND EXPRESS-WAY PROJECT*) BETWEEN JAPAN AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT. SIGNED AT WASHINGTON, ON 29 NOVEMBER 1961

AGREEMENT, dated November 29, 1961, between JAPAN (hereinafter called the Guarantor) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank).

WHEREAS by an agreement of even date herewith between the Bank and Nihon Doro Kodan (hereinafter called the Borrower), which agreement and the schedules therein referred to are hereinafter called the Loan Agreement,² the Bank has agreed to make to the Borrower a loan in various currencies equivalent to forty million dollars (\$40,000,000), on the terms and conditions set forth in the Loan Agreement, but only on condition that the Guarantor agree to guarantee the obligations of the Borrower in respect of such loan as hereinafter provided ; and

WHEREAS the Guarantor, in consideration of the Bank's entering into the Loan Agreement with the Borrower, has agreed so to guarantee such obligations of the Borrower ;

NOW THEREFORE the parties hereto hereby agree as follows :

Article I

Section 1.01. The parties to this Guarantee Agreement accept all the provisions of Loan Regulations No. 4 of the Bank dated February 15, 1961,² subject, however, to the modifications thereof set forth in Schedule 3³ to the Loan Agreement (said Loan Regulations No. 4 as so modified being hereinafter called the Loan Regulations), with the same force and effect as if they were fully set forth herein.

Section 1.02. The term defined in paragraph (a) of Section 1.02 of the Loan Agreement shall have the same meaning herein as if such paragraph were fully set forth herein.

¹ Came into force on 30 January 1962, upon notification by the Bank to the Government of Japan.

² See p. 14 of this volume.

³ See p. 26 of this volume.

Article II

Section 2.01. Without limitation or restriction upon any of the other covenants on its part in this Agreement contained, the Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of the principal of, and the interest and other charges on, the Loan, the principal of and interest on the Bonds, and the premium, if any, on the prepayment of the Loan or the redemption of the Bonds, all as set forth in the Loan Agreement and in the Bonds.

Section 2.02. Whenever there is reasonable cause to believe that the funds available to the Borrower will be inadequate to meet the estimated expenditures required for the construction of the Project and for the maintenance and repair, during and after such construction, of the Project, all in accordance with sound engineering practices, the Guarantor undertakes to make arrangements promptly to provide the Borrower or cause the Borrower to be provided on reasonable terms with such funds as are needed to meet such expenditures.

Article III

Section 3.01. The Guarantor shall cause to be performed, in accordance with the provisions of the Loan Agreement, all the covenants, agreements and obligations of the Borrower in respect of the Project and will take or cause to be taken all action necessary or appropriate to enable the Borrower to perform such covenants, agreements and obligations.

Section 3.02. (a) As used in this Section, the term "access roads" shall mean public roads connecting the Kobe-Nagoya Expressway with the built-up districts of the area traversed by the Kobe-Nagoya Expressway and not within the control of the Borrower, and the terms "construct" and "construction" shall mean construct, reconstruct and improve and construction, reconstruction and improvement, respectively.

(b) The Guarantor (i) undertakes to make available, promptly as needed, all funds required to pay its share of the costs of the construction of the access roads, (ii) shall construct or cause to be constructed those access roads within the jurisdiction of the Guarantor or any of its agencies and (iii) shall use its best and most diligent efforts within the limits of its constitutional powers to ensure that local governing authorities (A) contribute, promptly as needed, their share of the costs of the construction of the access roads and (B) construct those access roads within the jurisdiction of such local governing authorities.

(c) The Guarantor shall at all times operate, maintain and repair, or cause to be operated, maintained and repaired, in accordance with sound engineering and highway practices, those access roads within the jurisdiction of the Guarantor or any of its agencies and shall use its best and most diligent efforts to ensure that local governing authorities shall at all times operate, maintain and repair, or cause to be operated,

maintained or repaired, in accordance with sound engineering and highway practices, those access roads within the jurisdiction of such local governing authorities.

(d) The Guarantor shall furnish to the Bank, promptly upon their preparation, the particulars of the program for the access roads and any material modifications subsequently made therein.

Section 3.03. It is the mutual intention of the Guarantor 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 Guarantor undertakes that, except as the Bank shall otherwise agree, if any lien shall be created on any assets of the Guarantor 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 the date on which it is originally incurred.

The term "assets of the Guarantor" as used in this Section includes assets of the Guarantor or of any agency of the Guarantor.

The Guarantor further undertakes that, within the limits of its constitutional powers, it will make the foregoing undertaking effective with respect to liens on the assets of any of its political subdivisions and their agencies, including local governing authorities.

Section 3.04. (a) The Guarantor 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 Guarantor, such information shall include information with respect to financial and economic conditions in the territories of the Guarantor and the international balance of payments position of the Guarantor.

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

Section 3.05. 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 imposed under the laws of the Guarantor or laws in effect in its territories ; provided, however, that the provisions of this Section shall not apply to taxation of 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 Guarantor.

Section 3.06. This Agreement, the Loan Agreement and the Bonds shall be free from any taxes that shall be imposed under the laws of the Guarantor or laws in effect in its territories on or in connection with the execution, issue, delivery or registration thereof.

Section 3.07. 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 Guarantor or laws in effect in its territories.

Article IV

Section 4.01. The Guarantor shall endorse, in accordance with the provisions of the Loan Regulations, its guarantee on the Bonds to be executed and delivered by the Borrower. The Minister of Finance of the Guarantor and such person or persons as he shall designate in writing are designated as the authorized representatives of the Guarantor for the purposes of Section 6.12 (b) of the Loan Regulations.

Article V

Section 5.01. The following addresses are specified for the purposes of Section 8.01 of the Loan Regulations :

For the Guarantor :

Minister of Finance
Ministry of Finance
3-2, Kasumigaseki, Chiyoda-ku
Tokyo, Japan

Alternative address for cablegrams and radiograms :

Minister of Finance
Okurasho, Tokyo

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 5.02. The Minister of Finance of the Guarantor 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 Guarantee 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.

Japan :

By Koichiro ASAKAI
Authorized Representative

International Bank for Reconstruction and Development :

By J. Burke KNAPP
Vice President

LETTER RELATING TO THE GUARANTEE AGREEMENT

EMBASSY OF JAPAN
WASHINGTON, D. C.

November 29, 1961

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

Dear Sirs :

With reference to Section 3.03 of the Guarantee Agreement (*Second Expressway Project*) of even date¹ between Japan and the Bank, we take pleasure in confirming that :

(a) there is existing legislation consistent with the Japanese Constitution which enables the Government of Japan to control the external borrowings of its agencies, its political subdivisions and their agencies, and of the Bank of Japan, so as to oblige them to obtain the consent of the Government of Japan to any external borrowing and to

¹ See p. 4 of this volume.

the terms thereof whether as to security or otherwise ; and (b) the Government of Japan will make the undertaking contained in said Section 3.03 effective with respect to liens on the assets of the Bank of Japan.

Very truly yours,

Japan :
By Koichiro ASAKAI
Authorized Representative

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

LOAN REGULATIONS No. 4, DATED 15 FEBRUARY 1961

REGULATIONS APPLICABLE TO LOANS MADE BY THE BANK TO BORROWERS OTHER THAN
MEMBER GOVERNMENTS

[Not published herein. See *United Nations, Treaty Series, Vol. 400, p. 212.*]

LOAN AGREEMENT (*SECOND EXPRESSWAY PROJECT*)

AGREEMENT, dated November 29, 1961, between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank) and NIHON DORO KODAN (hereinafter called the Borrower).

Article I

LOAN REGULATIONS

Section 1.01. The parties to this Loan Agreement accept all the provisions of Loan Regulations No. 4 of the Bank dated February 15, 1961,¹ subject, however, to the modifications thereof set forth in Schedule 3² to this Agreement (said Loan Regulations No. 4 as so modified being hereinafter called the Loan Regulations), with the same force and effect as if they were fully set forth herein.

Section 1.02. Wherever used in this Loan Agreement the following terms have the following meanings :

(a) The term "Kobe-Nagoya Expressway" means the expressway formed by the Project and the project described in the Loan Agreement (*Amagasaki-Ritto Expressway Project*) dated March 17, 1960³ between the Bank and the Borrower ; and

¹ See above.

² See p. 26 of this volume.

³ United Nations, *Treaty Series*, Vol. 362, p. 43.

(b) the term "approach road" means any road, for the exclusive use of toll traffic, connecting interchanges of the Project with other roads.

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 forty million dollars (\$40,000,000).

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.

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. Interest and other charges shall be payable semi-annually on January 15 and July 15 in each year.

Section 2.06. 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 apply the proceeds of the Loan exclusively to financing the cost of goods required to carry out the design and construction of the Project described in Schedule 2² to this Agreement. The specific goods to be financed out of the proceeds of the Loan and the methods and procedures for procurement of such goods shall be determined by agreement between the Bank and the Borrower, subject to modification by further agreement between them.

Section 3.02. The Borrower shall cause all goods financed out of the proceeds of the Loan to be used exclusively in the design and construction of the Project.

¹ See p. 24 of this volume.

² See p. 26 of this volume.

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.

Section 4.02. The President of the Borrower 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 (a) of the Loan Regulations.

Article V

PARTICULAR COVENANTS

Section 5.01. (a) The Borrower shall carry out the design and construction of the Project with due diligence and efficiency and in conformity with sound engineering and financial practices.

(b) Except as the Bank shall otherwise agree, the Project shall be constructed by contractors satisfactory to the Bank and the Borrower, employed under contracts satisfactory to the Bank and the Borrower.

(c) In connection with the design and construction of the Project, the Borrower shall employ engineering consultants acceptable to, and to an extent and upon terms and conditions satisfactory to, the Bank and the Borrower.

(d) The general design standards to be used for the Project shall be satisfactory to the Bank and the Borrower.

(e) The Borrower shall furnish to the Bank, promptly upon their preparation, the plans and specifications for the Project and any material modifications subsequently made therein, in such detail as the Bank shall from time to time request.

(f) The Borrower shall maintain records adequate to identify the goods financed out of the proceeds of the Loan, to disclose the use thereof in the Project, to record the progress of the design and construction 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 Borrower; 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, the goods and the operations and financial condition of the Borrower.

Section 5.02. The Borrower shall at all times operate, maintain and repair the Project in accordance with sound engineering and highway practices.

Section 5.03. (a) The Bank and the Borrower 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.

(b) The Bank and the Borrower 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.

Section 5.04. The Borrower undertakes that, except as the Bank shall otherwise agree, if any lien shall be created on any assets of the Borrower as security for any 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; or (ii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after the date on which it is originally incurred.

Section 5.05. The Borrower shall pay or cause to be paid all taxes, if any, imposed under the laws of the Guarantor or laws in effect in the territories of the Guarantor on or in connection with the execution, issue, delivery or registration of this Agreement, the Guarantee Agreement¹ or the Bonds, or the payment of principal, interest or other charges thereunder; provided, however, that the provisions of this Section shall not apply to taxation of 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 Guarantor.

Section 5.06. The Borrower shall pay or cause to be paid all taxes, 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 on or in connection with the execution, issue, delivery or registration of this Agreement, the Guarantee Agreement or the Bonds.

Section 5.07. (a) The Borrower shall at all times maintain its existence and right to carry on operations and shall, except as the Bank shall otherwise agree, take all steps necessary to maintain and renew all rights, powers, privileges and franchises which are necessary or useful for the successful construction and operation of the Project.

(b) The Borrower shall operate and maintain its equipment and property, and from time to time make all necessary renewals and repairs thereof, all in accordance with sound business and engineering practices; and shall at all times carry on its operations in a sound, efficient and businesslike manner.

Section 5.08. The Borrower shall give priority to the Kobe-Nagoya Expressway in its construction program, and, to that end, shall, if necessary to accomplish the prompt

¹ See p. 4 of this volume.

and diligent construction of the Kobe-Nagoya Expressway, make such revisions in the construction schedules for other parts of that program as may be required.

Article VI

REMEDIES OF THE BANK

Section 6.01. (i) If any event specified in paragraph (a), paragraph (b), paragraph (e) or paragraph (f) 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 or in Section 6.02 of this Agreement 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 this Agreement or in the Bonds to the contrary notwithstanding.

Section 6.02. The following is specified as an additional event for the purpose of Section 5.02 (j) of the Loan Regulations : A default has occurred in the performance of any covenant or agreement on the part of the Borrower or the Guarantor under the Loan Agreement (*Amagasaki-Ritto Expressway Project*) dated March 17, 1960 or the Guarantee Agreement (*Amagasaki-Ritto Expressway Project*) of even date¹ therewith other than those covenants or agreements referred to in Section 5.02 (b) of the Loan Regulations.

Article VII

MISCELLANEOUS

Section 7.01. The Closing Date shall be December 31, 1964, or such other date as may from time to time be agreed between the Bank and the Borrower.

Section 7.02. A date 60 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 :

Nihon Doro Kodan
No. 1, 1-Chome, Shiba Tamura-Cho
Minato-Ku, Tokyo
Japan

Alternative address for cablegrams and radiograms :

Dorokodan
Tokyo

¹ United Nations, *Treaty Series*, Vol. 362, p. 43.

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.

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.

International Bank for Reconstruction and Development :

By J. Burke KNAPP
Vice President

Nihon Doro Kodan :
By Yasuo KAMEOKA
Authorized Representative

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>
January 15, 1965	\$524,000	July 15, 1975	\$949,000
July 15, 1965	539,000	January 15, 1976	977,000
January 15, 1966	554,000	July 15, 1976	1,005,000
July 15, 1966	570,000	January 15, 1977	1,034,000
January 15, 1967	586,000	July 15, 1977	1,063,000
July 15, 1967	603,000	January 15, 1978	1,094,000
January 15, 1968	620,000	July 15, 1978	1,125,000
July 15, 1968	638,000	January 15, 1979	1,158,000
January 15, 1969	657,000	July 15, 1979	1,191,000
July 15, 1969	676,000	January 15, 1980	1,225,000
January 15, 1970	695,000	July 15, 1980	1,260,000
July 15, 1970	715,000	January 15, 1981	1,297,000
January 15, 1971	736,000	July 15, 1981	1,334,000
July 15, 1971	757,000	January 15, 1982	1,372,000
January 15, 1972	778,000	July 15, 1982	1,412,000
July 15, 1972	801,000	January 15, 1983	1,452,000
January 15, 1973	824,000	July 15, 1983	1,494,000
July 15, 1973	848,000	January 15, 1984	1,537,000
January 15, 1974	872,000	July 15, 1984	1,581,000
July 15, 1974	897,000	January 15, 1985	1,627,000
January 15, 1975	923,000		

* 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 three years before maturity	½ %
More than three years but not more than six years before maturity	1 ½ %
More than six years but not more than eleven years before maturity	2 ½ %
More than eleven years but not more than sixteen years before maturity	3 ½ %
More than sixteen years but not more than eighteen years before maturity	4 ¾ %
More than eighteen years before maturity	5 ¾ %

SCHEDULE 2

DESCRIPTION OF PROJECT

The Project is a four-lane, divided, limited access expressway with service areas, bus stops, interchanges and approach roads. One part of the Project is approximately 7 kilometers long and extends from a point called Amagasaki-interchange, northwest of Amagasaki, to a point called Nishinomiya-interchange, southeast of Nishinomiya. The other part of the Project is approximately 104 kilometers long and extends from a point called Ritto-interchange, east of Otsu, to a point called Ichinomiya-interchange, south of Ichinomiya. The Project also includes the equipment, buildings and other permanent facilities for the maintenance and operation of the expressway after completion.

SCHEDULE 3

MODIFICATIONS OF LOAN REGULATIONS No. 4

For the purposes of this Agreement the provisions of Loan Regulations No. 4 of the Bank, dated February 15, 1961, shall be deemed to be modified as follows :

(a) By the deletion of Section 3.02.

(b) By the deletion of Section 4.01 and the substitution therefor of the following Section :

“SECTION 4.01. *Withdrawal from the Loan Account.* The Borrower shall be entitled, subject to the provisions of these Regulations, to withdraw from the Loan Account, in such currencies (other than the currency of the Guarantor) as may be agreed upon by the Bank and the Borrower, amounts equivalent to a percentage to be agreed upon between the Bank and the Borrower of such amounts as shall

have been expended on and after April 1, 1961 for the reasonable cost of goods to be financed under the Loan Agreement ; provided that the Bank and the Borrower may make arrangements for advances on account of such withdrawals. Except as shall be otherwise agreed between the Bank and the Borrower, no withdrawal shall be made on account of expenditures in the territories of any country, other than Switzerland, which is not a member of the Bank, or for goods produced in (including services supplied from) such territories.”

(c) By the deletion of Section 4.02.

(d) By the deletion of the first sentence of Section 4.03 and the substitution therefor of the following sentence :

“When the Borrower shall desire to withdraw any amount from the Loan Account, 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.”

(e) By the deletion of Section 5.04.

LETTER RELATING TO THE LOAN AGREEMENT

NIHON DORO KODAN
(JAPAN HIGHWAY PUBLIC CORPORATION)
MINATO-KU, TOKYO, JAPAN

November 29, 1961

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

Dear Sirs :

Please refer to Section 3.01 of the Loan Agreement (*Second Expressway Project*) of even date¹ between us and to Section 4.01 of Loan Regulations No. 4 of the Bank dated February 15, 1961, as amended by such Agreement.

There is attached hereto a List of Goods² to be purchased out of the proceeds of the Loan to which we request your agreement in accordance with said Section 3.01 of the Loan Agreement.

¹ See p. 14 of this volume.

² See p. 30 of this volume.

We also request your agreement pursuant to said Section 4.01 of the Loan Regulations, as amended, that the Bank finance : (a) 30 per cent of such amounts as shall have been expended on such listed goods on or after April 1, 1961 until a total of the equivalent of U.S.\$10,000,000 shall have been withdrawn from the Loan Account ; and (b) such percentage of amounts so expended thereafter as may be agreed between the Bank and the Kodan. It is understood that such percentages may be adjusted if in the future there are significant changes in such List of Goods or in the amount of estimated expenditures for the goods listed.

Said Section 4.01 of the Loan Regulations, as amended, provides, among other things, that withdrawals from the Loan Account shall be "in such currencies (other than the currency of the Guarantor) as may be agreed upon by the Bank and the Borrower." This letter confirms that, pursuant to said Section, in making withdrawals we shall be prepared to accept United States dollars, pounds sterling or other currencies freely convertible by Japan into United States dollars or pounds sterling.

Please confirm your agreement with the foregoing by signing the form of confirmation on the enclosed copy of this letter and returning it to us.

Very truly yours,

Nihon Doro Kodan :
By Yasuo KAMEOKA
Authorized Representative

Confirmed :

International Bank for
Reconstruction and Development :
By J. Burke KNAPP

LIST OF GOODS

SECOND EXPRESSWAY PROJECT

	<i>United States Dollars</i>
Payments for acquisition of right of way, services of construction contractors, materials to be supplied by Nihon Doro Kodan to contractors and special equipment to be purchased by Nihon Doro Kodan for use of contractors	40,000,000