

No. 10569

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
and
IVORY COAST**

**Guarantee Agreement—*Oil Palm Outgrowers and Coconut Projet*
(with annexed Loan Regulations No. 4, as amended, and Loan
Agreement between the Bank and the Société pour le déve-
loppement et l'exploitation du palmier à huile (SODEPALM).
Signed at Washington on 13 June 1969**

Authentic text: English.

*Registered by the International Bank for Reconstruction and Development on
1 July 1970.*

**BANQUE INTERNATIONALE POUR
LA RECONSTRUCTION ET LE DÉVELOPPEMENT
et
CÔTE D'IVOIRE**

**Contrat de garantie — *Projet relatif aux planteurs indépendants
de palmiers à huile et à la noix de coco* (avec, en annexe, le
Règlement n° 4 sur les emprunts, tel que modifié, et le Contrat
d'emprunt entre la Banque et la Société pour le développement
et l'exploitation du palmier à huile (SODEPALM). Signé à
Washington le 13 juin 1969**

Texte authentique: anglais.

*Enregistré par la Banque internationale pour la reconstruction et le développement le
1^{er} juillet 1970.*

GUARANTEE AGREEMENT ¹

AGREEMENT, dated June 13, 1969, between the REPUBLIC OF THE IVORY COAST (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 on the one side and on the other side the Société pour le Développement et l'Exploitation du Palmier à Huile (SODEPALM) (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 a loan in various currencies equivalent to nine million dollars (\$9,000,000), on the terms and conditions set forth in the Loan Agreement, but only on condition that the Guarantor agrees 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 as amended February 9, 1967,² with the same force and effect as if they were fully set forth herein, subject, however, to the modifications thereof set forth in Schedule 5 to the Loan Agreement (said Loan Regulations No. 4 as so modified being hereinafter called the Loan Regulations).

Section 1.02. Wherever used in this Guarantee Agreement, unless the context shall otherwise require, the several terms defined in the Loan Agreement have the respective meanings therein set forth.

¹ Came into force on 31 December 1969, upon notification by the Bank to the Government of the Ivory Coast.

² See p. 180 of this volume.

Article II

Section 2.01. Without limitation or restriction upon any of the other covenants on its part in this Guarantee 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 and the Bonds, the premium, if any, on the prepayment of the Loan or the redemption of the Bonds, and the punctual performance of all the covenants and agreements of the Borrower, all as set forth in the Loan Agreement and in the Bonds.

Section 2.02. (a) Without limitation or restriction upon the provisions of Section 2.01 of this Guarantee Agreement, the Guarantor specifically undertakes that:

- (i) if at any time the gross expenditures on fixed assets (*immobilisations*) of the Borrower, less accumulated depreciation thereon, shall exceed the Borrower's long-term capital outstanding at such time, the Guarantor shall promptly provide the Borrower or cause the Borrower to be provided with funds in an amount equivalent to such excess by means of contributions to the Borrower;
- (ii) if at any date the Borrower's cash operating expenditures during the last two months preceding such date shall exceed the Borrower's net current assets, the Guarantor shall promptly provide the Borrower or cause the Borrower to be provided, with funds in an amount equivalent to such excess by means of advances;
- (iii) if at any date the Borrower's liquid assets shall be less than either an amount equivalent to \$500,000 or an amount equivalent to the outside debt service requirements of the Borrower for the six months immediately following such date, whichever amount is higher, the Guarantor shall promptly provide the Borrower, or cause the Borrower to be provided, with funds in an amount equivalent to such difference by means of advances.

(b) For the purposes of this Section:

- (i) the term "long-term capital" means the aggregate of paid-in share capital, outside debt drawn down and not repaid, any other indebtedness maturing in more than one year drawn down and not repaid, contributions and accumulated surplus (if any) less accumulated losses (if any), all determined in accordance with generally accepted sound accounting principles consistently applied;

- (ii) the term “cash operating expenditures” means all cash expenditures other than expenditures for the purchase and installation of fixed assets, vehicles and other equipment, expenditures for new coconut plantation development and oil palm and coconut outgrower development and repayments of the principal of the outside debt of the Borrower;
- (iii) the term “net current assets” means inventories, prepayments, accounts receivable and other assets readily convertible into cash, cash and bank balances, less accounts payable and provisions for all other outstanding liabilities (other than advances made pursuant to paragraph (a) of this Section) including taxes, payments to FER, amounts drawn down pursuant to bank overdraft facilities for less than one year and one year’s requirements for service of the outside debt of the Borrower;
- (iv) the term “liquid assets” means cash and bank balances and undrawn bank overdraft facilities, provided, however, that the total amount of such facilities whether drawn or undrawn shall at no time exceed the aggregate current value of inventories and accounts receivable;
- (v) the term “contributions” means payments on account of subscription of capital shares, loans repayable, as to principal and interest and other charges, only after payment of interest on, and repayment of principal of, all outside debt, and other financings as may from time to time be acceptable to the Bank;
- (vi) the term “advances” means cash advances carrying interest at a rate not in excess of 6% per annum on the principal amount and outstanding and repayable only if, and to the extent that, as a result of such repayment no further advances under this Section shall be required.

Article III

Section 3.01. 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; or (ii) any lien arising in the ordinary

course of banking transactions and securing a debt maturing not more than one year after its date; or (iii) any lien upon real estate or other property in the Ivory Coast or revenues or receipts in currency of the Guarantor, if such lien is given by a political sub-division or by an agency of a political sub-division of the Guarantor under arrangements or circumstances which would not result in priority in the allocation or realization of foreign exchange.

The term "assets of the Guarantor" as used in this Section includes assets of the Guarantor or of any of its political sub-divisions or of any agency of the Guarantor or of any such political sub-division or of any institution which may be established to perform the functions of a central bank exclusively for the Guarantor, and any participation, share, right or other financial interest which the Guarantor may have in any institution (other than an agency of the Guarantor) performing such functions for the Guarantor. The term "assets of the Guarantor" as used in this Section shall not include assets of municipalities (*communes*).

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 municipalities (*communes*). If the Guarantor, because of constitutional or other legal provisions, shall be unable to make the foregoing effective with respect to any lien on any assets of a municipality (*commune*), the Guarantor, except as the Bank shall otherwise agree, shall give to the Bank an equivalent lien or equivalent priority in the allocation or realization of foreign exchange, as the case may be, satisfactory to the Bank.

Section 3.02. (a) The Guarantor and the Bank shall cooperate fully to assure that the purposes of the Loan are 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, the international balance of payments position of the Guarantor and the policies of the CSSPPA relating to palm-oil and copra prices.

(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 and, without limitation on the generality of the foregoing, of any proposed amendment to Law No. 62-82 dated March 22, 1962 (as amended by Law No. 63-22 dated February 5, 1963) or Decree No. 66-445 dated September 21, 1966 (as amended by Decree No. 69-154 dated April 17, 1969) of the Guarantor governing the organization and administration of the CSSPPA.

(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 3.03. 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, and free from all restrictions, 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 3.04. This Guarantee 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 3.05. The Guarantor shall ensure that all goods imported by the Borrower for the Project will be exempt from all import duties levied by the Guarantor including, without limitation, the Common External Tariff, Customs Import Duty, Turnover Tax and Complementary Tax.

Section 3.06. The Guarantor shall make or cause to be made available to the Borrower, promptly as needed, all facilities and land required for the carrying out of the Project, free from all restriction, encumbrances or liabilities on the use thereof.

Section 3.07. The Guarantor shall inform the Bank before authorizing or carrying out, directly or indirectly (through public agencies, *Sociétés d'état* or companies in which the Guarantor has a controlling interest), any extension in the oil palm development program of the Guarantor beyond the 76,000 ha. authorized under Law No. 67-302 of the Guarantor dated July 10, 1967.

Section 3.08. The Guarantor shall submit any proposed legislation governing the intervention by CSSPPA in the marketing of copra to the Bank, for its approval, prior to enactment.

Article IV

Section 4.01. The Guarantor shall endorse, in accordance with the provisions of the Loan Agreement and of the Loan Regulations, its guarantee on the Bonds to be executed and delivered by the Borrower. The *Ministre des Affaires Economiques et Financières* 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:

Ministère des Affaires Economiques et Financières
B. P. 1766
Abidjan, Ivory Coast

Alternative address for cables:

Minifin
Abidjan, Ivory Coast

For the Bank:

International Bank for Reconstruction and Development
1818H Street, N.W.
Washington, D.C. 20433
United States of America

Alternative address for cables:

Intbafrad
Washington, D.C.

Section 5.02. The *Ministre des Affaires Economiques et Financières* 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 the 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 Ivory Coast:

By KONAN BÉDIÉ
Authorized Representative

International Bank for Reconstruction and Development:

By ROBERT S. McNAMARA
President

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

LOAN REGULATIONS No. 4, DATED 15 FEBRUARY 1961,
AS AMENDED 9 FEBRUARY 1967

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

[*Not published herein. See United Nations, Treaty Series, vol. 598, p. 270.*]

LOAN AGREEMENT

AGREEMENT, dated June 13, 1969, between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank) and SOCIÉTÉ POUR LE DÉVELOPPEMENT ET L'EXPLOITATION DU PALMIER À HUILE (SODEPALM) (hereinafter called the Borrower), a company established and operating under the laws of the Republic of the Ivory Coast.

WHEREAS (A) The Borrower is engaged in the carrying out of the oil palm outgrowers and coconut development project described in Schedule 1 to this Loan Agreement and has requested the Bank to assist in the financing of such project by granting a loan to it in an aggregate principal amount in various currencies equivalent to nine million dollars (\$9,000,000);

(B) The Borrower intends to contract from the Caisse Centrale de Coopération Economique (hereinafter called Caisse Centrale), an agency of the Republic of France, a loan in an amount of twenty million two hundred thousand French francs (French francs 20,200,000) to assist in financing such project, on the terms and conditions set forth in the agreement between Caisse Centrale and the Borrower;

(C) By agreement of even date herewith between the Republic of the Ivory Coast and the Bank, which agreement is hereinafter called the Guarantee Agreement,¹ the Republic of the Ivory Coast has agreed to guarantee the Loan as to payment of principal, interest and other charges;

(D) The Borrower has obtained the undertaking of the Société PALMINDUSTRIE (hereinafter called PALMINDUSTRIE), a company established and operating under the laws of the Republic of the Ivory Coast, to process the oil palm fresh fruit bunch production of the Borrower and of oil palm outgrowers sponsored by the Borrower; and

(E) The Bank, on the basis *inter alia* of the foregoing, has agreed to make a loan to the Borrower upon the terms and conditions hereinafter set forth;

NOW THEREFORE the parties hereto hereby agree as follows:

Article I

LOAN REGULATIONS; SPECIAL DEFINITIONS

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 as amended February 9, 1967,² with the same force and effect as if they were fully set forth herein, subject, however, to the modifications thereof set forth in Schedule 5 to this Loan Agreement (said Loan Regulations No. 4 as so modified being hereinafter called the Loan Regulations).

Section 1.02. Unless the context otherwise requires, the following terms wherever used in this Loan Agreement have the following meanings:

(a) The term “FED Prêt Spécial” means the loan agreement to be entered into between, on the one side the European Economic Community (hereinafter called EEC) and the European Investment Bank (hereinafter called EIB) acting as agent

¹ See p. 168 of this volume.

² See p. 180 of this volume.

of the EEC, and on the other side, the Borrower, in accordance with which funds provided by the European Development Fund (hereinafter called FED) of the EEC will assist in financing 5,400 ha of industrial oil palm plantations;

(b) The term “First Caisse Centrale SODEPALM Loan Agreement” means the loan agreement to be entered into between the Borrower and Caisse Centrale in accordance with which Caisse Centrale is to assist in financing an industrial oil palm plantation project described in Schedule 1 to the Loan Agreement (*Industrial Oil Palm Plantation Project*) between the Bank, the Borrower and Société PALMIVOIRE;

(c) The term “Second Caisse Centrale SODEPALM Loan Agreement” means the loan agreement to be entered into between the Borrower and Caisse Centrale in accordance with which Caisse Centrale is to assist in financing the Project described in Schedule 1 to this Loan Agreement;

(d) The term “Caisse Centrale PALMINDUSTRIE Loan Agreement” means the loan agreement to be entered into between PALMINDUSTRIE and Caisse Centrale in accordance with which Caisse Centrale is to assist in financing five palm-oil mills at Anguededou, Bolo, Boubo, Soubré and Tiegba;

(e) The term “EIB Loan Agreement” means the loan agreement to be entered into between EIB and PALMINDUSTRIE in accordance with which EIB is to assist in financing five palm-oil mills at Anguededou, Bolo, Boubo, Soubré and Tiegba;

(f) The term “contributions” wherever used in this Loan Agreement shall have the same meaning as defined in Section 2.02 (b) (vi) of the Guarantee Agreement;

(g) The term “advances” wherever used in this Loan Agreement shall have the same meaning as defined in Section 2.02 (b) (vii) of the Guarantee Agreement;

(h) The term “subsidiary” means any corporation, at least a majority of the outstanding voting stock of which shall be owned, or which shall be effectively controlled, by the Borrower or by one or more subsidiaries of the Borrower or by the Borrower and one or more of its subsidiaries;

(i) The term “FER” means the *Fonds d'Extension et de Renouveau*, an autonomous fund with full legal personality, established pursuant to Law No. 69-246, dated June 12, 1969 and Decree No. 69-264, dated June 12, 1969;

(j) The term “CSSPPA” shall mean the Caisse de Stabilisation et de Soutien des Prix des Productions Agricoles, a *Société d'état* of the Republic of the Ivory Coast, established pursuant to Decree No. 66-445 dated September 21, 1966;

(k) The term “outside debt” shall mean the Loan, the loan provided for under the Loan Agreement (*Industrial Oil Palm Plantation Project*) of even date herewith between the Bank, the Borrower and Société PALMIVOIRE, the loan under the First Caisse Centrale SODEPALM Loan Agreement, the loan under the Second Caisse Centrale SODEPALM Loan Agreement, the FED *Prêt Spécial* and, as agreed

between the Bank and the Borrower, any other loans which the Borrower may hereafter contract with the consent of the Bank (other than contributions and advances made by the Republic of the Ivory Coast);

(1) The term "PALMIVOIRE" shall mean the Société PALMIVOIRE, a company established and operating under the laws of the Republic of the Ivory Coast.

Article II

THE LOAN

Section 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions in this Loan Agreement set forth or referred to, an amount in various currencies equivalent to nine million dollars (\$9,000,000).

Section 2.02. (a) 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.

(b) 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, this Loan Agreement and the Loan Regulations and in accordance with the allocation of the proceeds of the Loan set forth in Schedule 2 to this Loan Agreement, as such allocation shall be modified from time to time pursuant to the provisions of such Schedule or by further agreement between the Borrower and the Bank.

Section 2.03. (a) The Borrower shall be entitled to withdraw from the Loan Account in respect of the reasonable cost of goods required for the Project and to be financed under this Loan Agreement:

- (i) such amounts as shall have been paid (or, if the Bank shall so agree, as shall be required to meet payments to be made) for the c.i.f. price of goods produced outside the territories of the Republic of the Ivory Coast and included under Categories 1, 2 and 3 of the allocation of the proceeds of the Loan set forth in Schedule 2 to this Loan Agreement;
- (ii) the equivalent of such amounts as shall have been paid (or, if the Bank shall so agree, as shall be required to meet payments to be made) for expenditures under Categories 4, 5, 6 and 9 of said Schedule 2;
- (iii) the equivalent of eighty per cent (80%) of such amounts as shall have been paid (or, if the Bank shall so agree, as shall be required to meet payments to be made) for expenditures under Categories 7 and 8 of said Schedule 2;
- (iv) the equivalent of fifty per cent (50%) of such amounts as shall have been paid (or, if the Bank shall so agree, as shall be required to meet payments to be made) for expenditures under Category 10 of said Schedule 2;
- (v) such amounts as shall be required to meet payments to be made for expenditures under Category 11 of said Schedule 2;

provided, however, that if there shall be an increase in the estimate of expenditures under Categories 7, 8 or 10 of said Schedule 2, the Bank may by notice to the Borrower adjust the above percentages as required in order that withdrawals of the amount of the Loan then allocated to such Categories and not withdrawn may continue *pro rata* with the expenditures remaining to be made under such Categories.

(b) Except as shall be otherwise agreed between the Bank and the Borrower, no withdrawals shall be made on account of: (i) expenditures made prior to January 1, 1968, or (ii) expenditures made 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 2.04. Withdrawals from the Loan Account pursuant to Section 2.03 (a) (ii), (iii) and (iv) of this Loan Agreement shall be in such currency or currencies as the Bank shall from time to time reasonably select.

Section 2.05. 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 withdrawn from time to time.

Section 2.06. The Borrower shall pay interest at the rate of six and one-half per cent ($6\frac{1}{2}$ %) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

Section 2.07. Except as the Bank and the Borrower 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 commitment outstanding from time to time.

Section 2.08. Interest and other charges shall be payable semi-annually on May 1 and November 1 in each year.

Section 2.09. The Borrower shall repay the principal of the Loan in accordance with the amortization schedule set forth in Schedule 3 to this Loan Agreement.

Article III

USE OF PROCEEDS OF THE LOAN

Section 3.01. The Borrower shall apply the proceeds of the Loan in accordance with the provisions of this Loan Agreement to expenditures on the Project described in Schedule 1 to this Loan Agreement.

Section 3.02. Except as the Bank shall otherwise agree (i) the goods to be financed out of the proceeds of the Loan shall be procured on the basis of international competitive bidding in accordance with the *Guidelines for Procurement under World Bank Loans and IDA Credits*, published by the Bank in February 1968, and in accordance with such other procedures supplementary thereto as are set forth in Schedule 4 to this Loan Agreement or as shall be agreed between the Bank and the Borrower, and (ii) contracts for the procurement of such goods shall be subject to the approval of the Bank.

Section 3.03. Except as the Bank shall otherwise agree, the Borrower shall cause all goods financed out of the proceeds of the Loan to be used exclusively in carrying out the Project.

Article IV

BONDS

Section 4.01. If and as the Bank shall from time to time request, the Borrower shall execute and deliver Bonds representing the principal amount of the Loan as provided in Article VI of the Loan Regulations.

Section 4.02. The *Président du Conseil d'Administration* of the Borrower is designated as authorized representative of the Borrower for the purposes of Section 6.12 of the Loan Regulations. The *Président du Conseil d'Administration* of the Borrower may designate additional or other authorized representatives by appointment in writing notified to the Bank.

Article V

PARTICULAR COVENANTS

Section 5.01. (a) The Borrower shall carry out the Project with due diligence and efficiency and in conformity with sound agricultural, commercial and financial practices.

(b) The Borrower shall at all times employ experienced and qualified persons in all of its senior management positions and shall consult with the Bank prior to appointing the *Directeur*, *Directeur-Adjoint* and *Chef du Bureaux des Prêts*, all of whom shall be employed on terms and conditions satisfactory to the Bank.

(c) The Borrower shall at all times be managed by a qualified and experienced *Directeur-Général* acceptable to the Bank and employed on terms and conditions satisfactory to the Bank.

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

(e) Until the completion of the Project, the Borrower shall furnish to the Bank at its draft annual budget and all other financial plans at least six weeks before the end of the financial year and upon their adoption they shall promptly transmit the annual budget and financial plans to the Bank.

Section 5.02. (a) The Borrower shall maintain or cause to be maintained records adequate to identify the goods and services financed out of the proceeds of the Loan, to disclose the use thereof in the Project, 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 Borrower with respect to the Project; shall enable the Bank's representatives to inspect the Project, the goods financed out of the proceeds of the Loan 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 goods and services financed out of such proceeds; the Project; the administration, operations and financial condition of the Borrower; and all financial plans, decisions and policies relating to the requirements of Sections 5.07, 5.08, 5.09 and 5.13 of this Loan Agreement and to Section 2.02 of the Guarantee Agreement.

(b) The Borrower shall have its financial statements (balance sheet and related statements of earnings and expenses) prepared in a manner satisfactory to the Bank and shall have its statements certified annually by an independent accountant or accounting firm acceptable to the Bank and shall promptly after their preparation and not later than four months after the close of the fiscal year to which they apply, transmit to the Bank certified copies of such statements and a signed copy of such accountant's or accounting firm's report.

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 shall be reasonably requested.

(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, the maintenance of the service thereof or the performance by the Borrower of its obligations under this Loan Agreement.

Section 5.04. Except as the Bank shall otherwise agree, the Borrower (a) shall obtain title to all goods financed in whole or in part with the proceeds of the Loan free and clear of all encumbrances; and (b) shall not sell, lease, transfer or otherwise dispose of any of its property and assets except in the ordinary course of business.

Section 5.05. The Borrower undertakes that, except as the Bank shall otherwise agree:

- (a) if the Borrower shall create any lien on any of its assets as security for any debt, such lien will 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; and
- (b) if any lien shall be created on any assets of the Borrower, other than under (a) above, as security for any debt, the Borrower shall grant to the Bank an equivalent lien satisfactory to the Bank;

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 its date.

Section 5.06. Except as the Bank shall otherwise agree, the Borrower shall not incur any debt (other than contributions or advances provided pursuant to Section 2.02 of the Guarantee Agreement) maturing by its terms more than one year after the date on which it is originally incurred.

Section 5.07. Except as the Bank shall otherwise agree, the Borrower shall take all action required on its part to request and obtain, promptly as needed, such funds as the Republic of the Ivory Coast has undertaken to provide or cause to be provided under Section 2.02 of the Guarantee Agreement.

Section 5.08. (a) The Borrower shall at all times manage its affairs and maintain its financial position in accordance with sound agricultural, commercial and financial practices and, in particular, shall adequately maintain all the equipment and fixed assets relevant or necessary to the carrying out and operation of the Project and promptly make all necessary renewals and repairs thereof.

(b) Except as the Bank shall otherwise agree, the Borrower shall take all steps necessary to acquire, maintain and renew all rights, powers, privileges and franchises necessary or useful in the conduct of its business.

Section 5.09. (a) The Borrower shall take out and maintain with responsible insurers, or make other provision satisfactory to the Bank for, insurance against such risks and in such amount as shall be consistent with sound agricultural, commercial and financial practices.

(b) Without limiting the generality of the foregoing, the Borrower undertakes to insure the imported goods financed out of the proceeds of the Loan against marine, transit and other hazards incident to acquisition, transportation and delivery thereof to the place of use or installation and for such insurance any indemnity shall be payable in a currency freely usable by the Borrower to replace or repair such goods.

Section 5.10. The Borrower shall inform the Bank prior to undertaking or executing any new project or development other than the Project or making any investment not related to the Project (other than investment of idle funds in securities readily convertible into cash) and shall not undertake or execute for its own account or for the account of any third party or parties any such project, development or investment if in the reasonable judgment of the Bank such action would prejudice the financial condition of the Borrower and the ability of the Borrower to carry out and operate the Project in accordance with the provisions of this Loan Agreement.

Section 5.11. (a) The Borrower shall not, without the prior approval of the Bank, take any action to create any subsidiary.

(b) The obligations of the Borrower expressed in this Loan Agreement shall be applied to any subsidiary of the Borrower as though such obligations were directly binding on any such subsidiary, and the Borrower shall cause any such subsidiary to carry out such obligations.

Section 5.12. Subject to such exemptions as shall be conferred by the provisions of Section 3.03 and Section 3.04 of the Guarantee Agreement or otherwise, the Borrower shall pay or cause to be paid all taxes, if any, imposed under the laws of the Republic of the Ivory Coast or laws in effect in its territories on or in connection with the execution, issue, delivery or registration of the Loan Agreement, the Guarantee Agreement 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 Republic of the Ivory Coast.

Section 5.13. 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 the Loan Agreement, the Guarantee Agreement or the Bonds.

Section 5.14. The Borrower shall adopt a management training and recruitment program satisfactory to the Bank for the training of Ivory Coast nationals and shall maintain training facilities adequate for this purpose.

Section 5.15. Except as the Bank shall otherwise agree:

(a) The Borrower shall not repay in advance of maturity any part of its indebtedness other than its outside debt;

(b) If the Borrower shall repay in advance of maturity any part of its outside debt other than the Loan or the loan provided for under the Loan Agreement (*Industrial Oil Palm Plantation Project*) between the Bank, the Borrower and PALM-IVOIRE, the Borrower shall simultaneously repay the same proportion of the Loan then outstanding and all the provisions of the Loan Regulations relating to repayment in advance of maturity shall be applicable to any repayment by the Borrower pursuant to this Section.

Section 5.16. In the event of liquidation, termination, dissolution or winding up of the Borrower the principal and other amounts payable on the outside debt of the Borrower shall first be paid before any payment is made on account of contributions or advances made by the Republic of the Ivory Coast.

Section 5.17. (a) Except as the Bank shall otherwise agree, the Borrower shall at all times ensure that prices paid to outgrowers for oil palm fresh fruit bunches will be maintained at such level as is necessary to ensure:

- (i) a balance between: the Borrower's expenses, comprising payments made to outgrowers for fresh fruit bunches, payments made for processing such fresh fruit bunches at cost, and the costs of providing supervising and advisory services for outgrowers holdings in operation; and the Borrower's receipts from the sale of outgrowers production of palm oil and kernels, fees derived for supervising and advisory services to outgrowers, and revenues obtained by the Republic of the Ivory Coast on its investment in the oil palm outgrower program;
- (ii) a minimum financial return of seven per cent (7%) over the average life of the oil palms on the total investments made or due to be made either directly or indirectly by the Republic of the Ivory Coast in the Borrower's oil palm outgrower program.

(b) For purposes of paragraph (a) of this Section the term "investment" shall mean all expenditures incurred directly or indirectly by the Republic of the Ivory Coast or by the Borrower in development of oil palm outgrower holdings with the exception of the costs of the Borrower's supervisory staff and overheads incurred

during the first five years of development, including the year of preparation prior to planting for each oil palm outgrower holding.

Article VI

REMEDIES OF THE BANK

Section 6.01. If any event as specified below shall occur and shall continue for the period, if any, specified below, 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 Loan Agreement or in the Bonds to the contrary notwithstanding:

- (i) any event specified in paragraphs (*m*) or (*n*) of Section 5.02 of the Loan Regulations; or
- (ii) any event specified in paragraphs (*a*), (*b*), (*f*) or (*g*) of Section 5.02 of the Loan Regulations, for a period of thirty days after notice thereof shall have been given by the Bank to the Borrower; or
- (iii) any event specified in paragraphs (*c*), (*d*), (*p*), (*q*), (*r*), (*s*) or (*t*) of Section 5.02 of the Loan Regulations, for a period of sixty days after notice thereof shall have been given by the Bank to the Borrower.

Article VII

EFFECTIVE DATE; TERMINATION

Section 7.01. The following events are specified as additional conditions to the effectiveness of this Loan Agreement and the Guarantee Agreement within the meaning of Section 9.01 (*d*) of the Loan Regulations:

- (a) that all such action, governmental, corporate or other, shall have been taken and all such governmental consents shall have been obtained as may be required to enable the Borrower to acquire such lands, interests in land and properties and such franchises or other rights as may be necessary for the prompt and proper execution of the Project;
- (b) that the FED *Prêt Spécial* and the First Caisse Centrale SODEPALM Loan Agreement, corresponding in form and substance to the drafts of said agreements submitted to the Bank, shall have been duly executed and delivered, and that the conditions precedent, if any, to the effectiveness of, or to the initial disbursements under, the said agreements shall have been fulfilled;
- (c) that the Second Caisse Centrale SODEPALM Loan Agreement, corresponding in form and substance to the draft of said agreement submitted to the Bank, shall have been duly executed and delivered and that the conditions precedent, if

any, to the effectiveness of, or to the initial disbursements under, the said agreement shall have been fulfilled, subject only to the effectiveness of this Loan Agreement;

- (d) that the conditions precedent to the effectiveness of the Loan Agreement (*Industrial Oil Palm Plantation Project*) between the Bank, SODEPALM and PALMIVOIRE, and corresponding Guarantee Agreement, shall have been fulfilled, subject only to the effectiveness of this Loan Agreement;
- (e) that the conditions precedent to the effectiveness of the Loan Agreement (*Palm-Oil Processing Project*) between the Bank, PALMINDUSTRIE and PALMIVOIRE, and corresponding Guarantee Agreement, shall have been fulfilled, subject only to the effectiveness of this Loan Agreement; and
- (f) that the *Avenant* to the FED-Republic of the Ivory Coast *Convention 331* dated May 28, 1969 and the corresponding agreements between the Republic of the Ivory Coast and the Borrower, and between FER and the Borrower, shall have entered into full force and effect.

Section 7.02. The following are specified as additional matters, within the meaning of Section 9.02 (c) of the Loan Regulations, to be included in the opinion or opinions to be furnished to the Bank:

- (a) that the Borrower is duly organized and existing under the laws of the Republic of the Ivory Coast and has full power to own or lease the properties and to carry on the business which it owns and carries on and proposes to own and carry on; and
- (b) that the governmental, corporate or other actions and consents referred to in Section 7.01 (a) have been validly taken or given, as the case may be, and that they have been duly authorized or ratified by the Borrower, and by the appropriate authority or authorities.

Section 7.03. If this Loan Agreement and the Guarantee Agreement shall not have come into force and effect by October 13, 1969, this Loan Agreement and all obligations of the parties hereunder shall terminate, unless the Bank, after consideration of the reasons for the delay, establishes a later date for purposes of this Section. The Bank shall promptly notify the Borrower and the Republic of the Ivory Coast of such later date.

Article VIII

MISCELLANEOUS

Section 8.01. The Closing Date shall be March 31, 1975, or such later date as may be agreed by the Bank.

Section 8.02. The following addresses are specified for the purposes of Section 8.01 of the Loan Regulations:

For the Bank:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Alternative address for cables:

Intbafrad
Washington, D.C.

For the Borrower:

Société pour le Développement et l'Exploitation du Palmier à Huile (SODEPALM)
P.O. Box 2049
Abidjan
Republic of the Ivory Coast

Alternative address for cables:

Sodepalm
Abidjan

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 SIMON ALDEWERELD
Vice President

Société pour le Développement et l'Exploitation du Palmier à Huile (SODEPALM):

By JOSEPH ANOMA
Authorized Representative

SCHEDULE 1

DESCRIPTION OF THE PROJECT

The Project consists of the following:

Part I. The establishment and bringing into production of 12,000 ha of oil palms by outgrowers in ten production and collection areas, each area being in the vicinity of an existing or planned industrial oil palm plantation of the Borrower and all outgrower plantings of oil palms being within 20 kms of an existing or planned PALMINDUSTRIE palm-oil mill, or an existing palm-oil mill in respect of which the Borrower has obtained an undertaking for the processing of outgrower production of oil palm fresh fruit bunches which it has sponsored.

Part II. The operation, by the Borrower, of a credit program for outgrowers to facilitate the development of the 12,000 ha of outgrower oil palms established under Part I.

Part III. The provision by the Borrower of all supervisory and advisory services required to ensure the efficient establishment and bringing into production of the 12,000 ha of outgrower oil palms under Part I.

Part IV. The establishment and maintenance until 1974 of 3,000 ha of coconuts by outgrowers in four production and collection areas, each area being in the vicinity of an existing or planned coconut estate of the Borrower.

Part V. The operation, by the Borrower, of a credit program for outgrowers to facilitate the development of the 3,000 ha of outgrower coconuts established under Part IV.

Part VI. The provision by the Borrower of all supervisory and advisory services required to ensure the efficient establishment and maintenance until 1974 of the 3,000 ha of outgrower coconuts under Part IV.

Part VII. The establishment and maintenance until 1974 of about 3,500 ha of estate coconuts at the Assinie, Port Bouet, Alladian and Grand Lahou coconut estates.

Part VIII. The provision of necessary roads, buildings and other infrastructure at the Assinie, Port Bouet, Alladian and Grand Lahou estates to serve the 3,500 ha of coconuts established under Part VII.

The Project is expected to be completed by December 31, 1974.

SCHEDULE 2

ALLOCATION OF PROCEEDS OF THE LOAN

<i>Category</i>	<i>Amounts Expressed in U.S.\$ Equivalent</i>
<i>Imports</i>	
1. Vehicles, plant and agricultural equipment	524,000
2. Fertilizers and pesticides	805,000
3. Wirenetting and tools.	287,000
<i>Cash Credits to Outgrowers</i>	
4. Oil Palm Outgrowers	972,000
5. Coconut Outgrowers	101,000
<i>Oil Palm Outgrowers Program</i>	
6. Oil palm seedlings and cover crop seed	1,531,000
<i>Coconut Program</i>	
7. Land clearing, estates.	964,000
8. Land clearing, outgrower holdings	680,000
9. Coconut seedlings and cover crop seed	344,000
10. Staff housing and offices, including furniture, other buildings and kilns	304,000
11. <i>Interest and other charges on the Loan until December 31, 1974.</i>	2,150,000
12. <i>Unallocated</i>	338,000
	<u>TOTAL 9,000,000</u>

REALLOCATION UPON CHANGE IN COST ESTIMATES

1. If the estimate of the cost of items included in Categories 1-11 shall decrease, the amount of the Loan then allocated to, and no longer required for, such Category will be reallocated by the Bank to Category 12.

2. If the estimate of the cost of items included in Categories 1-11 shall increase, an amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan (or, in the case of Categories 7 and 8 an amount equal to 80 % of such increase and in the case of Category 10 an amount equal to 50 % of such increase) will be allocated by the Bank at the request of the Borrower, to such Category from Category 12, subject, however, to the requirements for contingencies, as determined by the Bank, in respect of the cost of the items in the other Categories.

SCHEDULE 3

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>
May 1, 1975	175,000	May 1, 1983	290,000
November 1, 1975	180,000	November 1, 1983	295,000
May 1, 1976	185,000	May 1, 1984	305,000
November 1, 1976	190,000	November 1, 1984	315,000
May 1, 1977	195,000	May 1, 1985	325,000
November 1, 1977	200,000	November 1, 1985	340,000
May 1, 1978	210,000	May 1, 1986	350,000
November 1, 1978	215,000	November 1, 1986	360,000
May 1, 1979	225,000	May 1, 1987	370,000
November 1, 1979	230,000	November 1, 1987	385,000
May 1, 1980	240,000	May 1, 1988	395,000
November 1, 1980	245,000	November 1, 1988	410,000
May 1, 1981	255,000	May 1, 1989	420,000
November 1, 1981	260,000	November 1, 1989	435,000
May 1, 1982	270,000	May 1, 1990	450,000
November 1, 1982	280,000		

* 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	3/4 %
More than three years but not more than six years before maturity	1 3/4 %
More than six years but not more than eleven years before maturity	2 3/4 %
More than eleven years but not more than sixteen years before maturity	4 1/2 %
More than sixteen years but not more than nineteen years before maturity	5 1/2 %
More than nineteen years before maturity	6 1/2 %

SCHEDULE 4

PROCUREMENT

1. Except as the Bank shall otherwise agree, all contracts for the procurement of goods and services (other than contracts for agro-technical consultant services obtained from the Institut de Recherche pour les Huiles et Oléagineux (IRHO) and for the purchase of oil palm and coconut seeds purchased from IRHO) under Categories 1-10 of the allocation of the proceeds of the Loan set forth in Schedule 2 to this Loan Agreement exceeding U.S. \$50,000 equivalent will be awarded on the basis of international competitive bidding and the following procedures will be followed:

- (a) Individual contracts shall be of a size sufficiently large so as not to discourage potential bidders or to impede an economical and diligent carrying out of the project.
- (b) Before inviting tenders the Borrower shall submit to the Bank for its approval the proposed standard bid invitation documents and a description of tendering procedures.
- (c) Unless otherwise agreed with the Bank, with respect to each contract involving an amount exceeding U.S. \$50,000 equivalent the Borrower shall submit to the Bank for approval prior to awarding the contract the summary of the bids received, and analysis report and recommendations, and a justification of the proposal for awarding the contract.

2. With respect to each contract involving an amount of U.S. \$50,000 equivalent or less the Borrower shall submit to the Bank at the time the award is made a summary of bids or quotations, an analysis report and recommendations, a brief justification for making the award, and as soon as the contract has been signed the Borrower will send a copy thereof to the Bank together with a copy of the Procès-Verbal of the public opening of the tenders.

SCHEDULE 5

MODIFICATIONS OF LOAN REGULATIONS No. 4

For the purpose of this Loan Agreement the provisions of Loan Regulations No. 4 of the Bank dated February 15, 1961 as amended February 9, 1967 shall be deemed to be modified as follows:

- (1) By the deletion of Section 4.01.
- (2) By the deletion of the word "Guarantor" wherever it appears and the substitution therefor of the words "Republic of the Ivory Coast".

(3) By the deletion of paragraphs (a) to (l) of Section 5.02 and by substitution therefor of the following new paragraphs:

- “(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, interest, service charge or any other payment required under any other loan agreement between the Bank and the Borrower, or the Companies Guarantee Agreement (*Palm Oil Processing Project*), or any loan agreement or guarantee agreement between the Republic of the Ivory Coast and the Bank, or under any bond delivered pursuant to any such agreement or under any credit agreement between the Borrower or the Republic of the Ivory Coast and the Association.
- “(c) A default shall have occurred in the performance of any other covenant or agreement on the part of the Borrower or the Republic of the Ivory Coast under the Loan Agreement, the Guarantee Agreement or the Bonds.
- “(d) A default shall have occurred in the performance of any covenant or agreement under any other loan agreement between the Bank and the Borrower or any loan agreement or guarantee agreement between the Republic of the Ivory Coast and the Bank or under the Companies Guarantee Agreement (*Palm-Oil Processing Project*) between the Bank, the Borrower and PALMIVOIRE other than in respect of the payment of principal, interest, service charge or any other payment required thereunder.
- “(e) An extraordinary situation shall have arisen which shall make it improbable that the Borrower or the Republic of the Ivory Coast will be able to perform its obligations under the Loan Agreement, the Guarantee Agreement or the Bonds.
- “(f) The Borrower shall have been unable to pay its debts as they mature or any action or proceeding shall have been taken by the Borrower or by others whereby any of the property of the Borrower shall or may be distributed among its creditors.
- “(g) The Republic of the Ivory Coast or any other authority having jurisdiction shall have taken any action for the dissolution or disestablishment of the Borrower or for the suspension of its operations.
- “(h) The Republic of the Ivory Coast shall have been suspended from membership in or ceased to be a member of the Bank.
- “(i) The Republic of the Ivory Coast 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 Fund 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.

- “(j) 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 and the Guarantee Agreement had been effective on the date such event occurred.
- “(k) Prior to the Effective Date, any material adverse change in the condition of the Borrower, as represented or warranted to the Bank, shall have occurred.
- “(l) The Borrower or the Republic of the Ivory Coast shall have failed to fulfill an obligation to make payment of principal, interest, service charge or any other payment required under the Loan Agreement, the Guarantee Agreement or the Bonds, or under any other loan agreement between the Borrower and the Bank, or under the Companies Guarantee Agreement (*Palm-Oil Processing Project*) between the Bank, the Borrower and PALMIVOIRE, or under any loan agreement or guarantee agreement between the Republic of the Ivory Coast and the Bank or under any bond delivered pursuant to any such agreement or under any credit agreement between the Borrower or the Republic of the Ivory Coast and the Association, notwithstanding the fact that such payment is made by a third party.
- “(m) The loan provided for under the First Caisse Centrale SODEPALM Loan Agreement, the FED *Prêt Spécial* or any loan or credit to the Borrower having an original maturity of one year or more shall have become due and payable prior to its agreed maturity pursuant to the terms thereof.
- “(n) The loan provided for under the Second Caisse Centrale SODEPALM Loan Agreement shall have become due and payable prior to its agreed maturity pursuant to the terms thereof.
- “(o) The right of the Borrower to withdraw amounts under the Loan Agreement (*Industrial Oil Palm Plantation Project*) between the Bank, the Borrower and PALMIVOIRE, the First Caisse Centrale SODEPALM Loan Agreement, or the Second Caisse Centrale SODEPALM Loan Agreement, or the FED *Prêt Spécial*, or any other agreement providing for a loan or credit having an original maturity of one year or more, or the right of PALMINDUSTRIE to withdraw amounts under the Loan Agreement (*Palm-Oil Processing Project*) between the Bank, PALMINDUSTRIE and PALMIVOIRE, or the EIB Loan Agreement, or the Caisse Centrale PALMINDUSTRIE Loan Agreement, shall have been suspended.

- “(p) The First Caisse Centrale SODEPALM Loan Agreement, the Second Caisse Centrale SODEPALM Loan Agreement, the FED *Prêt Spécial*, or any other agreement providing for a loan or credit having a maturity of one year or more, shall have been in any material respect terminated (other than in accordance with the terms thereof), amended, suspended, waived or assigned without the prior approval of the Bank.
- “(q) The *Statuts* of the Borrower shall have been amended, suspended or abrogated without the prior approval of the Bank.
- “(r) The agreements between the Borrower and the oil palm and coconut outgrowers shall have been in any material respect terminated, amended, modified, suspended, abrogated, waived or assigned in such a way as to affect adversely the ability of the Borrower to carry out the covenants and agreements set forth in the Loan Agreement.
- “(s) Law No. 69-246 dated June 12, 1969, and Decree No. 69-264 dated June 12, 1969, establishing and governing the operations of FER shall have been amended, suspended or terminated without the prior approval of the Bank.
- “(t) The arrêté No. 617 dated May 17, 1969 regulating the intervention of the CSSPPA in the market for palm-oil products shall have been amended, suspended or terminated without the prior approval of the Bank.
-