No. 12004

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and IRAN

Loan Agreement—*Pipeline Project* (with schedules and General Conditions Applicable to Loan and Guarantee Agreements). Signed at Washington on 3 March 1972

Authentic text: English.

Registered by the International Bank for Reconstruction and Development on 26 September 1972.

BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT et IRAN

Contrat d'emprunt — *Projet relatif à un oléoduc* (avec annexes et Conditions générales applicables aux contrats d'emprunt et de garantie). Signé à Washington le 3 mars 1972

Texte authentique: anglais.

Enregistré par la Banque internationale pour la reconstruction et le développement le 26 septembre 1972.

LOAN AGREEMENT¹

AGREEMENT, dated March 3, 1972, between Iran (hereinafter called the Borrower) and International Bank for Reconstruction and Development (hereinafter called the Bank).

WHEREAS (A) The Borrower has requested the Bank to assist in the financing of the Project described in Schedule 2 to this Loan Agreement by making the Loan as hereinafter provided;

- (B) The Project will be carried out by National Iranian Oil Company with the Borrower's assistance and, as part of such assistance, the Borrower will make available to National Iranian Oil Company the proceeds of the Loan as hereinafter provided; and
- (C) The Bank is willing to make the Loan available upon the terms and conditions set forth hereinafter and in the Project Agreement;²

Now therefore the parties hereto hereby agree as follows:

Article I

GENERAL CONDITIONS; DEFINITIONS

Section 1.01. The parties to this Loan Agreement accept all the provisions of the General Conditions Applicable to Loan and Guarantee Agreements of the Bank, dated January 31, 1969,³ with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications thereof (said General Conditions Applicable to Loan and Guarantee Agreements of the Bank, as so modified, being hereinafter called the General Conditions):

- (a) Section 5.01 is deleted.
- (b) Section 6.02(i) is amended to read as follows: "Any event specified in paragraph (e) or (f) of Section 7.01 shall have occurred."
- (c) The words ",the Project Agreement" are inserted after the words "the Loan Agreement" wherever they occur in Sections 6.06 and 9.03.

¹ Came into force on 5 June 1972, upon notification by the Bank to the Government of Iran.

² The said Agreement entered into force on 5 June 1972. As it does not constitute an international agreement or a part of the present Agreement, it is not reproduced herein. However, it was published by the Bank as document LN 805 IRN, a certified true copy of which was transmitted to the Secretariat together with the documentation submitted for registration of the present Loan Agreement.

³ See p. 234 of this volume.

- Section 1.02. Wherever used in this Loan Agreement, unless the context otherwise requires, the several terms defined in the General Conditions have the respective meanings therein set forth and the following additional terms have the following meanings:
- (a) "the Act" means the Act for the Execution of the Principle of Nationalization of Oil's Industry throughout the Country, dated 9th Ordibehesht 1330 (April 29, 1951), inter alia, incorporating the Company;
- (b) "the Statutes" means the statutes of the Company, as contained in the Act concerning the Statutes of the National Iranian Oil Company, dated 15th Ordibehesht 1347 (May 5, 1968);
- (c) "the Company" means National Iranian Oil Company, an instrumentality of the Borrower, established and authorized to do business pursuant to the provision of the Act and the Statutes;
- (d) "Subsidiary" means any company of which a majority of the outstanding voting stock or other proprietary interest is owned by the Company or by any one or more subsidiary of the Company or by the Company and any one or more of its subsidiaries;
- (e) "Project Agreement" means the agreement between the Bank and the Company of even date herewith, as the same may be amended from time to time, and such term includes all schedules to the Project Agreement;
- (f) "Subsidiary Loan Agreement" means the agreement to be entered into between the Borrower and the Company pursuant to Section 3.01. (b) of this Loan Agreement, as the same may be amended from time to time, and such term includes all schedules to the Subsidiary Loan Agreement;
- (g) "civil works" means any construction involving civil, mechanical, electrical or other installations;
- (h) "Plan Law" means the law dated 27th Esfand 1346 providing for the Fourth National Five Year Development Plan of the Borrower, together with any amendment or amendments thereto; and
- (i) "Plan Organization" means the plan organization the functions and responsibilities of which are defined in the Plan Law, or any other organization or organizations which may be charged hereafter by law with functions and responsibilities of similar scope and character, and shall include any successor or successors thereto.

Article II

THE LOAN

Section 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions in the Loan Agreement set forth or referred to, an amount in various currencies equivalent to thirty-two million dollars (\$32,000,000).

Section 2.02. The amount of the Loan may be withdrawn from the Loan Account in accordance with the provisions of Schedule 1 to this Loan Agreement, as such Schedule shall be amended from time to time, for expenditures made (or, if the Bank shall so agree, to be made) in respect of the reasonable cost of goods and services required for the Project described in Schedule 2 to this Loan Agreement and to be financed under this Loan Agreement; provided, however, that, except as the Bank shall otherwise agree, no withdrawal shall be made on account of expenditures in the territories of any country which is not a member of the Bank (other than Switzerland) or for goods produced in, or services supplied from, such territories.

Section 2.03. Except as the Bank shall otherwise agree, the goods and services required for the Project and to be financed out of the proceeds of the Loan shall be procured pursuant to the provisions set forth or referred to in Section 2.04 of the Project Agreement.

Section 2.04. The Closing Date shall be June 30, 1975 or such other date as shall be agreed between the Borrower and the Bank.

Section 2.05. The Borrower shall pay to the Bank a commitment charge at the rate of three-fourths of one per cent $(^{3}/_{4}$ 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 seven and one-quarter per cent (7 $^{1}/4\%$) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

Section 2.07. Interest and other charges shall be payable semi-annually on June 1 and December 1 in each year.

Section 2.08. The Borrower shall repay the principal of the Loan in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

Section 2.09. 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 VIII of the General Conditions.

Section 2.10. The Managing Director of the Plan Organization of the Borrower and such other person or persons as he shall appoint in writing are

designated as authorized representatives of the Borrower for the purposes of Section 8.10 of the General Conditions.

Article III

EXECUTION OF THE PROJECT

- Section 3.01. (a) The Borrower shall cause the Company to carry out the Project with due diligence and efficiency and in conformity with sound financial, engineering and business practices, and shall provide, or cause the Company to be provided with, promptly as needed, the funds, facilities, services and other resources required for the purpose.
- (b) The Borrower shall relend the proceeds of the Loan to the Company under a subsidiary loan agreement to be entered into between the Borrower and the Company, under such terms and conditions as shall be satisfactory to the Bank, including inter alia the same repayment terms and the same interest rate as are applicable to the Loan.
- (c) The Borrower shall exercise its rights under the Subsidiary Loan Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan, and except as the Bank shall otherwise agree, the Borrower shall not assign, nor amend, abrogate or waive the Subsidiary Loan Agreement or any provision thereof.
- (d) The Borrower shall take and shall cause all its agencies to take all action which shall be necessary on their part to enable the Company to perform all of its obligations under the Project Agreement and the Subsidiary Loan Agreement and shall not take or permit to be taken any action which might interfere with such performance.

Article IV

OTHER COVENANTS

- Section 4.01. (a) It is the mutual intention of the Borrower and the Bank that no other external debt shall enjoy any priority over the Loan or the Bonds by way of a lien on governmental assets.
- (b) To that end the Borrower (i) represents that at the date of this Loan Agreement no lien exists on any governmental assets as security for any external debt except as otherwise disclosed in writing by the Borrower to the Bank, and (ii) undertakes that, except as the Bank shall otherwise agree, if any such lien shall be created, it 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. The Borrower shall promptly inform the Bank of the creation of any such lien.

(c) The foregoing representation and undertaking shall not apply to: (i) any lien created on property, at the time of purchase thereof, solely as security for payment of the purchase price of such property; and (ii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

As used in this Section, the term "governmental assets" means assets of the Borrower, of any of its political subdivisions, of any agency of the Borrower or of any such political subdivision and assets of the Bank Markazi Iran or any institution performing the functions of a central bank for the Borrower.

Section 4.02. Except as the Borrower and the Bank shall otherwise agree, the Borrower shall take from time to time all such action as shall be necessary or advisable to cause the rates for the services rendered by the Company to be set and maintained at such levels as shall be required to provide revenues from its operations at least sufficient to enable the Company, out of internally generated funds, to (i) cover all operating and administrative expenses of the Company (including taxes, if any, interest payments on borrowings and adequate provision for maintenance and depreciation); (ii) maintain adequate working capital; (iii) meet repayments on the Company's debt, to the extent that any such repayments exceed the provisions for depreciation; and (iv) finance a reasonable part of the cost of new capital investment.

Article V

CONSULTATION, INFORMATION AND INSPECTION

Section 5.01. The Borrower and the Bank shall cooperate fully to assure that the purposes of the Loan will be accomplished. To that end, the Borrower and the Bank shall from time to time, at the request of either party:

(a) exchange views through their representatives with regard to the performance of their respective obligations under this Loan Agreement, the performance by the Company of its obligations under the Project Agreement and the Subsidiary Loan Agreement, the administration, operations and financial condition, resources and expenditures of the Company and, in respect of the Project, of the departments or agencies

- of the Borrower responsible for the carrying out of the Project or any part thereof, and other matters relating to the purposes of the Loan; and
- (b) 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, including its balance of payments, and the external debt of the Borrower, of any of its political subdivisions and of any agency of the Borrower or of any such political subdivision.
- Section 5.02. (a) The Borrower shall furnish or cause to be furnished to the Bank all such information as the Bank shall reasonably request concerning the operations and financial condition, resources and expenditures of the Company and, in respect of the Project, of the departments or agencies of the Borrower responsible for carrying out the Project or any part thereof.
- (b) The Borrower and the Bank shall promptly inform each other 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 either of them of its obligations under this Loan Agreement or the performance by the Company of its obligations under the Project Agreement and the Subsidiary Loan Agreement.
- Section 5.03. The Borrower shall afford all reasonable opportunity for accredited representatives of the Bank to inspect all plants, installations, sites, works, buildings, property and equipment of the Company and any relevant records and documents and to visit any part of the territories of the Borrower for purposes related to the Loan.

Article VI

TAXES AND RESTRICTIONS

Section 6.01. 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 Borrower or laws in effect in its territories; provided, however, that the foregoing 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 Borrower.

Section 6.02. This Loan Agreement, any instrument made pursuant to Section 4.01 of this Loan Agreement, the Project Agreement and the Bonds shall be free from any taxes on or in connection with the execution, issue, delivery or registration thereof imposed under the laws of the Borrower or laws in effect in its territories and the Borrower shall bear the cost of any taxes payable on or in connection with the execution, delivery or registration of any of the above mentioned agreements, instruments or transactions.

Section 6.03. The payment of the principal of, and interest and other charges on, the Loan and the Bonds shall be free from all restrictions, regulations, controls and moratoria of any nature imposed under the laws of the Borrower or laws in effect in its territories.

Article VII

REMEDIES OF THE BANK

Section 7.01. If any event specified in Section 7.01 of the General Conditions or in Section 7.03 of this Loan Agreement shall occur and shall continue for the period, if any, therein set forth, then at any subsequent time during the continuance thereof, the Bank, at its option, may by notice to the Borrower declare the principal of the Loan and of all the Bonds then outstanding to be due and payable immediately together with the interest and other charges thereon and upon any such declaration such principal, interest and charges shall become due and payable immediately, anything to the contrary in the Loan Agreement or in the Bonds notwithstanding.

Section 7.02. For the purposes of Section 6.02 of the General Conditions, the following additional events are specified:

- (a) a default shall have occured in the payment of principal or interest or any other payment required under the Subsidiary Loan Agreement;
- (b) a default shall have occurred in the performance of any other obligation (i) on the part of the Company, under the Project Agreement or under the Subsidiary Loan Agreement, or (ii) on the part of the Borrower, under the Subsidiary Loan Agreement;
- (c) the Company shall have become unable to pay its debts as they mature or any action or proceeding shall have been taken by the Company or by others whereby any of its property or assets shall or may be distributed among, or administered for the benefit of, its creditors;

- (d) any creditor of the Company shall have demanded payment of monies lent to the Company, prior to the agreed maturity of any loan having an original maturity of one year or longer, in accordance with the terms of such loan;
- (e) the Borrower or any other authority having jurisdiction shall have taken any action for the dissolution or disestablishment of the Company or for the suspension of its operations;
- (f) the Act or the Statutes, or both, or any provision thereof, shall have been amended, suspended, abrogated, repealed or waived in such a way as to materially and adversely affect the ability of the Company to carry out the covenants, agreements and obligations set forth in the Project Agreement or the Subsidiary Loan Agreement;
- (g) a subsidiary or any other entity shall have been created or acquired or taken over by the Company, if such creation, acquisition or taking over would adversely affect the conduct of the Company's business or the Company's financial situation or the carrying out of the Project;
- (h) an extraordinary situation shall have arisen which shall make it improbable that the Company will be able to perform its obligations under the Project Agreement or under the Subsidiary Loan Agreement.
- Section 7.03. For the purposes of Section 7.01 of the General Conditions, the following additional events are specified:
- (a) The events specified in paragraph (a) of Section 7.02 of this Loan Agreement shall occur and shall continue for a period of thirty days after notice thereof shall have been given by the Bank to the Borrower and the Company.
- (b) The events specified in paragraph (b) or in paragraph (f) or in paragraph (g) of Section 7.02 of this Loan 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 and the Company.
- (c) Any event specified in paragraph (c) or paragraph (d) or paragraph (e) of Section 7.02 of this Loan Agreement shall occur.

Article VIII

Effective Date; Termination

Section 8.01. The following events are specified as additional conditions to the effectiveness of this Loan Agreement within the meaning of Section 11.01 (c) of the General Conditions:

- (a) The execution and delivery of the Project Agreement on behalf of the Company have been duly authorized or ratified by all necessary corporate and governmental action; and
- (b) The execution and delivery of the Subsidiary Loan Agreement on behalf of the Borrower and the Company, respectively, have been duly authorized or ratified by all necessary corporate and governmental action.

Section 8.02. The following are specified as additional matters, within the meaning of Section 11.02(c) of the General Conditions, to be included in the opinion or opinions to be furnished to the Bank:

- (a) That the Project Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Company, and constitutes a valid and binding obligation of the Company in accordance with its terms; and
- (b) That the Subsidiary Loan Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Borrower and the Company, respectively, and constitutes a valid and binding obligation of the Borrower and the Company in accordance with its terms.

Section 8.03. The date June 5, 1972, is hereby specified for the purposes of Section 11.04 of the General Conditions.

Article IX

Representative of the Borrower; Addresses

Section 9.01. The Managing Director of the Plan Organization of the Borrower is designated as representative of the Borrower for the purposes of Section 10.03 of the General Conditions.

Section 9.02. The following addresses are specified for the purposes of Section 10.01 of the General Conditions:

For the Borrower:

Plan Organization Tehran, Iran

Cable address:

Barnameh Tehran

For the Bank:

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

Cable address:

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 to be delivered in the District of Columbia, United States of America, as of the day and year first above written.

Iran:

By JAHANGIR AMUZEGAR Authorized Representative

International Bank for Reconstruction and Development:

By MOHAMED SHOAIB Vice President

SCHEDULE 1

WITHDRAWAL OF THE PROCEEDS OF THE LOAN

1. The table below sets forth the categories of items to be financed out of the proceeds of the Loan, the allocation of amounts of the Loan to each category and the percentage of eligible expenditures so to be financed in each category:

Category		Amount of the Loan Allocated (Expressed in Dollar Equivalent)	% of Expenditures to be Financed
I. (a)	Acquisition of skelp for the Rey-Tabriz oil pipe- line		100% of foreign expenditures
(b)	Acquisition of pipe for Rey-Tabriz oil pipeline	900,000	100% of foreign expenditures

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Amount of the Loan Allocated (Expressed in Dollar Equivalent)

% of Expenditures to be Financed

100% of foreign expenditures

76% of total expenditures (rep-

expenditure component)

100% of foreign expenditures

56% of total expenditures (rep-

expenditure component)

100% of foreign expenditures

resenting the estimated foreign

resenting the estimated foreign

Category

II. Acquisition and installation of pumping units including pumps, pump parts, motors, turbines. engines, formers. generators switch-gear; coat and wrap and cathodic protection materials, bridge materials, station pipe, valves, pipe fittings, tanks, instruments, meters and communications equipment:

12,300,000

- (a) produced by a manufacturer or installed by a contractor established outside the territories of the Borrower
- (b) produced by a manufacturer or installed by a contractor established the territories of the Borrower

III. Installation of pipe for the Rey-Tabriz oil pipeline:

- (a) installed by a contractor established outside the territories of the Borrower
- (b) installed by a contractor established within the territories of the Borrower
- IV. Engineering services for Parts A, B and C of the Project

V. Unallocated

TOTAL 32,000,000

7,600,000

1,600,000

3,600,000

2. For the purposes of this Schedule:

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- (a) The term "foreign expenditures" means expenditures for goods produced in, or services supplied from, the territories, and in the currency, of any country other than the Borrower:
- (b) The term "local expenditures" means expenditures in the currency of the Borrower, or for goods produced in, or services supplied from, the territories of the Borrower; and
- (c) The term "total expenditures" means the aggregate of foreign and local expenditures.
- 3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of:
- (a) expenditures prior to the date of this Loan Agreement; or
- (b) payments for taxes imposed under the laws of the Borrower or laws in effect in its territories on goods or services, or on the importation, manufacture, procurement or supply thereof. To the extent that the amount represented by the percentage set forth in the third column of the table in paragraph 1 above in respect of any Category would exceed the amount payable net of all such taxes, such percentage shall be reduced to ensure that no proceeds of the Loan will be withdrawn on account of payments for such taxes.
- 4. Notwithstanding the allocation of an amount of the Loan set forth in the second column of the table in paragraph 1 above:
- (a) if the estimate of the expenditures under any Category shall decrease, the amount of the Loan then allocated to such Category and no longer required therefor will be reallocated by the Bank by increasing correspondingly the unallocated amount of the Loan;
- (b) if the estimate of the expenditures under any Category shall increase, the percentage set forth in the third column of the table in paragraph 1 above in respect of such expenditures shall be applied to the amount of such increase, and a corresponding amount will be allocated by the Bank, at the request of the Borrower, to such Category from the unallocated amount of the Loan, subject, however, to the requirements for contingencies, as determined by the Bank, in respect of any other expenditures; and
- (c) if any contract for the procurement of any item included in any Category shall have been awarded according to procedures inconsistent with those set forth or referred to in Section 2.04 of the Project Agreement, or if the Bank shall have reasonably objected to any such contract on the ground that the procurement procedure followed is inconsistent with the procedures set forth or referred to in such Section 2.04, or if the terms and conditions of any such contract shall, without the Bank's prior concurrence, materially differ from those on the basis of which bids were asked, the Bank may, by notice to the Borrower, cancel such amount of the Loan, and correspondingly reduce the amount allocated to the relevant Category, as the Bank shall reasonably determine to represent the portion of total expenditures under such contract which would have been eligible for financing out of the proceeds of the Loan, had the procurement procedures followed not been inconsistent with those set forth or referred to in such Section 2.04.

5. Notwithstanding the percentages set forth in the third column of the table in paragraph 1 above, if the estimate of total expenditures under Categories II (b) and III (b) shall increase and no proceeds of the Loan are available for reallocation to such Categories, the Bank may, by notice to the Borrower, adjust the percentage then applicable to such expenditures in order that further withdrawals under such Categories may continue until all expenditures thereunder shall have been made.

SCHEDULE 2

DESCRIPTION OF THE PROJECT

The Project is part of the Borrower's program for the increase and improvement of its oil transportation facilities and consists of:

Part A

Increase in the maximum capacity of the Ahwaz-Rey crude oil pipeline from about 94,000 barrels per day to about 116,000 barrels per day, including:

- 1. construction of five electric pumping stations, totalling about 22,000 hp, to replace five existing diesel pumping stations;
- 2. replacement of three diesel engines with three combustion gas turbines, each with a site rating of about 1,100 hp, at an existing pumping station;
- 3. minor modifications of three existing electric pumping stations.

Part B

Construction of the Rey-Tabriz oil pipeline with an initial average capacity of about 17,500 barrels of gas oil per day, including:

- 1. installation, including cathodic protection, of:
 - (i) about 60 kilometers of 6-inch high pressure pipeline;
 - (ii) about 80 kilometers of 12-inch high pressure pipeline; and
 - (iii) about 500 kilometers of 14-inch high pressure pipeline;
- 2. construction of an electric pumping station of about 2,700 hp at Rey, including metering facilities and connections to existing storage facilities;
- 3. construction of receiving facilities at Tabriz, with a storage capacity of about 290,000 barrels and metering and control facilities.

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Part C

Increase in capacity of the Rey-Mashad refined products mainline from about 14,000 barrels per day to about 25,000 barrels per day from Rey to Shahrud and from about 10,000 barrels per day to about 18,000 barrels per day from Shahrud to Mashad, including:

- 1. construction of four diesel pumping stations, totalling about 6,600 hp and including:
 - (a) two diesel engines, fourteen pumps and two diesel generating sets; and
 - (b) nine diesel engines and six diesel electric generating sets, transferred from the Ahwaz-Rey crude oil mainline;
- construction of an electric pumping station, including three 600 hp electric motors;
- 3. extension of the line's micro-wave telecommunications system and installation of facilities and instruments to provide local and remote automatic control at the four diesel pumping stations.

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

SCHEDULE 3

AMORTIZATION SCHEDULE

Date Payment Due	Payment of Principal (expressed in dollars)*	Date Payment Due	Payment of Principal (expressed in dollars)*
December 1, 1975	520,000 535,000	June 1, 1984	950,000 985,000
December 1, 1976	555,000	June 1, 1985	. ,
June 1, 1977	575,000	December 1, 1985	
December 1, 1977	600,000	June 1, 1986	1,095,000
June 1, 1978	620,000	December 1, 1986	
December 1, 1978	640,000	June 1, 1987	1,175,000
June 1, 1979	665,000	December 1, 1987	1,220,000
December 1, 1979	690,000	June 1, 1988	1,260,000
June 1, 1980	715,000	December 1, 1988	1,310,000
December 1, 1980	740,000	June 1, 1989	1,355,000
June 1, 1981	765,000	December 1, 1989	1,405,000
December 1, 1981	795,000	June 1, 1990	1,455,000
June 1, 1982	825,000	December 1, 1990	1,510,000
December 1, 1982	855,000	June 1, 1991	1,565,000
June 1, 1983	885,000	December 1, 1991	1,610,000
December 1, 1983	915,000		

^{*} To the extent that any portion of the Loan is repayable in a currency other than dollars (see General Conditions, Section 4.02), 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 portion of the principal amount of the Loan pursuant to Section 3.05 (b) of the General Conditions or on the redemption of any Bond prior to its maturity pursuant to Section 8.15 of the General Conditions:

Time of Prepayment or Redemption	Premium*
Not more than three years before maturity	1 1/4%
More than three years but not more than six years before maturity	2%
More than six years but not more than eleven years before maturity	3 1/2%
More than eleven years but not more than sixteen years before maturity	5 1/4%
More than sixteen years but not more than eighteen years before maturity.	6 1/4%
More than eighteen years before maturity	7 1/4%

^{*} Given as an indication only and based on an assumed rate of interest of $7^{1}/4\%$ per annum. The final table will reflect the interest rate in effect at the time the Loan is approved by the Board of Executive Directors of the Bank.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT GENERAL CONDITIONS, DATED 31 JANUARY 1969

GENERAL CONDITIONS APPLICABLE TO LOAN AND GUARANTEE AGREEMENTS

[Not published herein. See United Nations, Treaty Series, vol. 691, p. 300.]