

LOAN AGREEMENT

RICE VALUE CHAIN DEVELOPMENT  
PROJECT

BETWEEN

THE REPUBLIC OF SIERRA LEONE

AND

THE ARAB BANK FOR ECONOMIC  
DEVELOPMENT IN AFRICA

DATED 20/12/2022



## LOAN AGREEMENT

AGREEMENT dated 20 December 2022 between the Republic of the Sierra Leone (hereinafter called "The Borrower") and the Arab Bank for Economic Development in Africa (hereinafter called "BADEA").

WHEREAS:

- (A) The Borrower has requested BADEA to assist in financing the Project described in Annex "II" to this Agreement;
- (B) The Borrower has requested the Islamic Development Bank (hereinafter called the Islamic Bank) to assist in financing the said Project and the Islamic Bank has agreed to provide a Loan in an amount equivalent to about twenty-two million three hundred thousand dollars (\$ 22,300,000) for this purpose;
- (C) The Borrower has agreed to contribute an amount equivalent to about one million eight hundred and thirty thousand dollars (\$1,830,000) for this purpose;
- (D) The purpose of BADEA is to further the economic development of African Countries within the framework of solidarity and mutual interest and thus to strengthen the ties between African States and the Arab Nation;
- (E) BADEA is convinced of the importance and usefulness of the said Project in developing the economy of the Borrower; and
- (F) BADEA has agreed, in view of the foregoing, to grant the Borrower a Loan on the terms and conditions set forth in this Agreement.

NOW, therefore, the parties hereto agree as follows:



ARTICLE I  
GENERAL CONDITIONS - DEFINITIONS

Section 1.01 The parties to this Agreement accept all the provisions of the attached General Conditions Applicable to Loan and Guarantee Agreements of BADEA, dated October 28, 1979, as amended up to the date of this Agreement (hereinafter called the "General Conditions") with the same force and effect as if they were fully set forth herein.

Section 1.02 Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings set forth and the following additional terms have the following meanings:

- (A) "The Agreement " means the Agreement referred to in Preamble (B) of this Agreement;
- (B) "The Ministry" means the Borrower's Ministry of Agriculture and Forestry, which will supervise the implementation of the Project;
- (C) "PMU" means the Project Management Unit, which will be responsible for the project implementation;
- (D) "PIU"s means the Project Implementation Units established pursuant to the provision of Section (3.02) of this Agreement and will be directly responsible of the project implementation.



ARTICLE II  
THE LOAN

Section 2.01 BADEA agrees to lend to the Borrower the sum of ten million US Dollars (\$ 10, 000,000) on terms and conditions set forth or referred to, in this Agreement.

Section 2.02 The amount of the Loan may be withdrawn from the Loan Account in accordance with the provisions of Annex "A" to this Agreement, or as such Annex may be amended from time to time by Agreement between the Borrower and BADEA, for expenditures made (or if BADEA shall so agree, to be made) in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Loan.

Section 2.03 Except as BADEA shall otherwise agree, goods and services required to carry out the Project and financed out of the proceeds of the Loan shall be procured in accordance with the procedure specified in Annex "B" to this Agreement.

Section 2.04 The closing date shall be 30<sup>th</sup> June 2027 or any other later date approved by BADEA and promptly notified to the Borrower.

Section 2.05 The Borrower shall pay interest at the rate of one per cent and half (1.5%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

Section 2.06 Interest and other eventual charges shall be payable semi annually. The dates of payments will be fixed on the basis of the first day of the month following the first withdrawal from the Loan Account.

Section 2.07 The Borrower shall repay the principal of the Loan in forty (40) semiannual installments, as specified in Annex "I" to this Agreement, after a grace period of five (5) years to be calculated from the first day of the month following the first withdrawal from the Loan Account.



ARTICLE III  
EXECUTION OF THE PROJECT

Section 3.01 The Borrower shall cause the Project to be carried out by the Ministry (PMU) with due diligence and efficiency and in conformity with appropriate financial, administrative and technical practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for this purpose.

Section 3.02 The Borrower shall cause the Ministry to establish two (PIU)s within the PMU, which will be located at "Torma Boom" in southern region and Kambia in the north-western region and each of them consists of a project coordinator, irrigation engineer, accountant, procurement employee, youth and gender expert, expert in agricultural affairs, monitoring and evaluation expert, social support officer, business development expert, in addition to secretary, two drivers, two cleaning officers and two guards.

Section 3.03 The Borrower shall submit to BADEA for approval the draft programme of implementation of the Project and any material modifications subsequently made therein, in such detail as BADEA shall reasonably request.

Section 3.04 In order to assist the Borrower in the day-to-day supervision of execution of the Project, the Borrower shall employ consultants, whose terms of reference and conditions of employment shall be acceptable to BADEA.

Section 3.05 (a) In addition to the Loan proceeds, and the proceeds of the Agreement, the Borrower shall make available, promptly as needed, all other funds which shall be required for carrying out the Project (including any funds that may be required to meet any increase in cost beyond the estimated cost of the Project at the time of signing this Agreement), all such funds are to be made available on terms and conditions satisfactory to BADEA.

(b) The Borrower shall make adequate annual budgetary allocations to meet its share of the Project's cost as stated in Preamble (C) to this Agreement and shall submit to BADEA evidence to that effect.



**Section 3.06** The Borrower shall (1) maintain, or cause the Ministry, to maintain records adequate to identify the goods financed out of the proceeds of the Loan, to disclose the use thereof in the execution of the Project, to record the progress of the execution of the Project and the cost thereof and to reflect, in accordance with consistently maintained sound accounting practices, the operations, resources and expenditures, in respect of the Project, of the departments or agencies of the Borrower responsible for carrying out the Project or any part thereof ; (2) afford all reasonable opportunity for accredited representatives of BADEA to make visits for purposes related to the Loan, and to inspect the Project, the goods and any relevant records and documents; and (3) furnish to BADEA all such information as BADEA shall reasonably request concerning the expenditures out of the proceeds of the Loan, the Project , and the goods financed out of such proceeds.

**Section 3.07** The Borrower shall insure, or cause to be insured with reputable insurers, or shall make adequate provisions for the insurance of, all imported goods financed out of the proceeds of the Loan against hazards incidental to the acquisition, transportation and delivery thereof to the place of use or installation. This insurance shall be for such amounts, as shall be consistent with sound commercial practices. For such insurance, any indemnity shall be payable in a currency freely usable by the Borrower to replace or repair such goods.

**Section 3.08** (a) The Borrower shall furnish, or cause Ministry furnish BADEA with quarterly reports, not later than (45) days after the end of every quarter of each calendar year, of such scope and in such detail as BADEA shall request on the progress of the execution of the Project, including the technical ,financial position and delays in the implementation of Project, if any, and mitigation measures for the delays.

(b) Within six (6) months following the date of completion of the Project, the Borrower shall prepare and furnish, or cause the Ministry to prepare and furnish BADEA with a report, of such scope and in such detail as BADEA shall request, on the execution and initial operation of the Project, its cost and the benefits derived and to be derived from it, and on the accomplishment of the purposes of the Loan.



ARTICLE IV  
PARTICULAR COVENANTS

**Section 4.01** The Borrower shall, or cause the Ministry to, in respect of the Project, (i) keep separate accounts for the Project, (ii) have these separate accounts for each fiscal year audited in accordance with sound auditing principles consistently applied, by independent auditors acceptable to BADEA, (iii) furnish to BADEA, as soon as available but in any case not later than six months after the end of each such year, (A) certified copies of the said financial statements as so audited and (B) the report of such audit by said auditors, of such scope and in such detail as BADEA shall have reasonably requested, and (iv) furnish to BADEA such other information concerning the Projects' accounts and the Borrower financial statements and the audit thereof as BADEA shall from time to time reasonably request.

**Section 4.02** The Borrower undertakes to make available in its budget the financial funds necessary for the maintenance of the civil works of the Project after the completion of its execution.

**Section 4.03** The Borrower undertakes to cause the Ministry to continue its efforts to train its staff with emphasis on the construction and maintenance of the civil works of the Project.

**Section 4.04** The Borrower undertakes to cause the Ministry to take all necessary mitigation measures for maintaining a sound environment in the Project's area during the implementation, operation and maintenance of the Project; and to provide proof of its compliance with applicable environmental laws and procedures; and, provision of environmental licenses required for the implementation of the Project and annual environmental monitor reports on the Project.

---

**Section 4.05** The Borrower undertakes, during the execution stages of the project, to respect the common principles and practices in the field of transparency and good governance and confirms the application of laws related to combating money laundering and terrorist financing.



ARTICLE V  
SUSPENSION AND ACCELERATION OF MATURITY

Section 5.01 For the purposes of Section (8.02) of the General Conditions the following additional events are specified pursuant to paragraph (i) (g) thereof:

- (a) A material change shall have been made in the nature of the Ministry or its management or the law establishing it, which is likely to have a substantial adverse effect on its ability to carry out the Project or operate the facilities included therein;
- (b) The Borrower, or another authority having jurisdiction, shall have taken any action for the dissolution of the Ministry or for the suspension of its operations;
- (c) (i) Subject to sub-paragraph (ii) of this paragraph:
  - (A) the right of the Borrower or the Ministry to withdraw the proceeds of any loan or grant made to the Borrower or the Ministry for financing the Project shall have been suspended, cancelled or terminated in whole or in part, pursuant to the terms of the agreement providing thereof, or
  - (B) any such loan shall have become due and payable prior to the agreed maturity thereof;
- (ii) Sub-paragraph (i) of this paragraph shall not apply if the Borrower establishes to the satisfaction of BADEA that (A) such suspension, cancellation, termination or prematuring is not caused by the failure of the Borrower or the Ministry to perform any of its obligations under such agreement, and (B) adequate funds for the Project are available to the Borrower or the Ministry the obligations of the Borrower or the Ministry under that Agreement.





Section 5.02 For the purposes of Section (9.01) of the General Conditions, the following two additional events are specified pursuant to paragraph (g) thereof:

- (a) the events specified in paragraphs (a) and (b) of Section (5.01) of this Agreement shall occur and shall continue for a period of 60 days after notice hereof shall have been given by BADEA to the Borrower;
- (b) subject to sub-paragraph (ii) of paragraph (c) of Section (5.01) of this Agreement, the event specified in Paragraph (c-i-B) of the said section shall occur.



ARTICLE VI  
EFFECTIVE DATE - TERMINATION

Section 6.01 This Loan Agreement shall come into force and effect on the date upon which BADEA dispatches by fax or e-mail to the Borrower notice of its acceptance of the evidence required by Section (12.01) of the General Conditions.

Section 6.02 No withdrawal from the Loan Account shall take place unless :-

- a) The "PIU"s have been duly established, in accordance with Section (3.02) of this Agreement, and an evidence to that effect has been provided to BADEA.
- b) The Borrower has provided BADEA with a copy of the signed agreement between the Landowners and the Government permitting the Government to use the land for project development.

Section 6.03 The date 31<sup>st</sup> March 2023 is hereby specified for the purposes of Section (12.04) of the General Conditions.



**ARTICLE VII**  
**REPRESENTATIVES OF THE BORROWER - ADDRESSES**

**Section 7.01** The Ministry of Finance is designated as Representative of the Borrower for the purposes of Section (11.03) of the General Conditions.

**Section 7.02** The following addresses are specified for the purposes of Section (11.01) of the General Conditions:

**For the Borrower:**

The Ministry of Finance  
Treasury Building , George Street  
Freetown-Republic of Sierra Leone  
Tel: (233) 222211/225826  
Fax: (233) 228472/225826  
E-Mail: [jjisaffa@yahoo.co.uk](mailto:jjisaffa@yahoo.co.uk)

**For BADEA:**

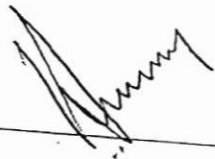
The Arab Bank for Economic Development in Africa (BADEA)  
P. O. Box 2640  
Post Code Khartoum 11111,  
Republic of Sudan  
Fax: (249-183) 770498 - 770600  
Tel.: (249-183) 773709 - 773646  
E-mail: [badea@badea.org](mailto:badea@badea.org)



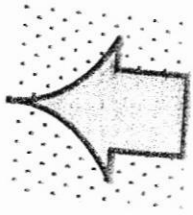
IN WITNESS whereof, the parties hereto acting through their Representatives thereto duly authorized, have caused this Agreement to be signed in their respective names in Khartoum as of the day and year first above written.

THIS AGREEMENT is drawn in Arabic and English. The English text conforms with the Arabic text. The Arabic text is the authentic text.


The Republic of Sierra Leone

By: 

Dennis K. Vand  
Minister of Finance



The Arab Bank for Economic Development in Africa

By: 

DR. Sidi Ould TAH  
Director General



ANNEX " I "  
AMORTIZATION SCHEDULE  
RICE VALUE CHAIN DEVELOPMENT PROJECT  
THE REPUBLIC OF SIERRA LEONE

<u>INSTALLMENTS</u>	<u>PAYMENT OF PRINCIPAL</u> <u>(EXPRESSED IN US\$)</u>
1.	215,000.00
2.	217,000.00
3.	219,000.00
4.	220,000.00
5.	222,000.00
6.	223,000.00
7.	225,000.00
8.	227,000.00
9.	229,000.00
10.	230,000.00
11.	232,000.00
12.	234,000.00
13.	235,000.00
14.	237,000.00
15.	239,000.00
16.	241,000.00
17.	243,000.00
18.	244,000.00
19.	246,000.00
20.	248,000.00
21.	250,000.00
22.	252,000.00
23.	254,000.00
24.	256,000.00
25.	258,000.00
26.	260,000.00
27.	261,000.00
28.	263,000.00
29.	265,000.00
30.	267,000.00
31.	269,000.00
32.	271,000.00
33.	273,000.00
34.	275,000.00
35.	278,000.00
36.	280,000.00
37.	282,000.00
38.	284,000.00
39.	286,000.00
40.	290,000.00



ANNEX "II"  
DESCRIPTION OF THE PROJECT

**The General objective of the project:** The project aims to contribute to the achievement of Goal No. 1 of the Sustainable Development Goals related to the eradication of poverty and Goal No. 2 related to ending hunger, this is to improve the social and economic conditions of the population. It also contributes to the achievement of Goal No. 8 related to decent work and inclusive economic growth for all.

**Specific Project Objectives:** The project specifically aims to increase agricultural productivity in the project area from 1 ton/ha to 3 ton/ha, improve incomes for farmers, develop rural areas, improve efficiency of irrigation systems and access agricultural inputs and technology. The project also aims to increase income in the project area by 25%, establish 9 small and medium enterprises, and create about 2,000 new jobs.

The project will improve rice production and productivity in the project area by investing in irrigation infrastructure and other production and productivity related activities. It will also help improve market access by investing in rural roads and some market-related infrastructure. In the upstream links of the value chain, the project contributes to support institutions for seed research, seed production and certification. The project also contributes to providing access to financing along the chain, especially at the farm level.

The project includes the following components:

1. **Improving production and productivity:** This component will cover the cost of activities related to improving the factors that directly affect the increase in rice production, including:
  - a. Construction, supply and installation of small irrigation systems (water outlets, pumps, pipes, farm irrigation canals, etc.).
  - b. Preparing the lands before the planting season: Through this activity, agricultural machinery will be used to prepare the lands for the agricultural season, in order to educate farmers about farming mechanisms that will save time and effort and increase productivity.
  - c. Supplying high quality agricultural inputs including improved seed varieties, high quality fertilizers and agrochemicals
  - d. Facilitating farmers' access to microfinance for the purpose of purchasing agricultural inputs.



- e. Support extension services including farmer training, field demonstrations and plant health activities.
2. **Strengthening market connectivity:** The component focuses on strengthening the linkages of farmers and offtakers to markets and includes:
    - a. Rehabilitating two local markets and supplying two boats to cross the river.
    - b. Rehabilitation of storage and processing facilities including: 3 storage buildings and their drying floors, one of the existing peeling facilities, and the supply of one boiling machine and 9 dehusking equipment.
    - c. Construction/rehabilitation of 35 km of rural roads.
    - d. Facilitating access to finance for 70 small and medium enterprises (women and youth)
  3. **Project management and coordination support, including:**
    - a. Consulting services for preparing detailed designs for civil engineering works and tender documents, supervising their implementation, studying the market, studying soil fertility, and preparing project completion report.
    - b. Supporting the project implementation units, including: salaries, vehicles, construction of offices in Freetown, Torma Boom and Kambia, and supplying furniture and equipment.
    - c. Operational costs of project implementation units and project audit costs.
    - d. Workshops and regional activities including the start-up workshop, annual monitoring and evaluation workshops, mid-term evaluation workshop and technical support for the national and regional steering committees and covering their expenses.
    - e. Establishment of a Microfinance Support and Consulting Unit: It will be established under the roof of "Apex Bank" to monitor the technical development of partner financial institutions in developing and improving their financial products that are compatible with the provisions of Islamic Sharia.
  4. **Institutional and Policy Support:** This component will provide technical support to farmers and institutions working in the field and will also contribute to the agricultural census to help establish an accurate and sound agricultural database to facilitate sound planning, studies and informed decision-making. It includes:
    - a. Support institutions involved in seed research, multiplication and certification, which include the Sierra Leone Agricultural Research Institute (SLARI), the Seed Multiplication Project



(SMP) and the Sierra Leone Seed Certification Agency (SLeSCA) under the Ministry of Agriculture and Forestry.

- b. Capacity development, including the formation and strengthening of farmers' groups, training of women's and youth groups, and agricultural study tours.
  - i. Introducing advanced digital solutions to provide real-time information to farmers about weather, agricultural extension and the market
  - ii. Information technology-based monitoring and evaluation systems, including a geo-database system.

\*\*\*\*\*

It is expected that the preparation of detailed studies, the tendering of works and the selection of the contractor will take about 10 months to end by be selected by October 2023. It is expected that the actual implementation of the works financed by BADEA will take about 27 months to be completed in January 2026.





ANNEX "A"  
GOODS AND SERVICES TO BE FINANCED AND  
ALLOCATION OF PROCEEDS OF BADEA LOAN

- 1- The following table shows the goods and services to be financed out of the proceeds of the loan and the loan amount allocated to each category:

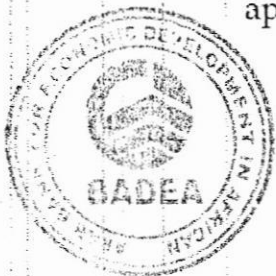
Category	Amount Allocated (expressed in US \$)	% of Expenditures of Total Cost to be Financed
<b>1. Improving production and productivity</b>	6.870.000	
1-1 Construction, supply and installation of small irrigation systems	5.910.000	%37.0
1-2 Preparing the lands before the planting season	240.000	%100
1-3 Support extension services	720.000	%100
<b>2. Strengthening market connectivity</b>	1.750.000	
2-1 Construction/rehabilitation of 35 km of rural roads	1.750.000	%100
<b>3. Project management and coordination support</b>	520.000	
3-1 Supporting the PIUs (construction and equipping of offices in Freetown and Torma Boom)	470.000	%100
3-2 Workshops and regional activities (project launching workshop)	50.000	%100
<b>4. Unallocated</b>	860.000	
<b>Total</b>	<b>10.000.000</b>	

- 2- Unless otherwise agreed by BADEA, the financed percentage of the above-mentioned categories shall not exceed the percentage shown opposite each of those categories.
- 3- BADEA may, by notice to the Borrower (i) reallocate any amount from category [4] (Unallocated) to any other of the categories [1] to [3] to the extent that such amount is required to meet expenditures under such other category; and (ii) reallocate any amount from any of the categories [1] to [3] to any of the categories [1] to [3] to the extent that such amount is no longer required to meet expenditures under such category but is required to meet expenditures under that other category.



ANNEX "B"  
PROCUREMENT OF GOODS AND SERVICES

- A) Unless otherwise agreed by BADEA, the goods and services to be financed from the proceeds of the Loan shall be procured as follows:
- Civil engineering works and their ancillaries for the construction and installation of irrigation systems will be carried out through tenders limited to Arab and African companies, or a coalition of Arab/African companies and companies from member countries of the Islamic Development Bank.
  - The land preparation component will be implemented through local tender.
  - Civil engineering works and their ancillaries related to the construction and rehabilitation of earth roads will be carried out through tenders limited to Arab and African companies, or a coalition of Arab/African companies and companies from member countries of the Islamic Development Bank.
  - The consultant will be selected to prepare agricultural extension programs and train extension agents through tenders limited to Arab and African consultants and the alliance of joint Arab-African consultants.
  - The institutional support component for the construction and equipping of the PIUs offices in "Freetown" and "Torma Boom" will be implemented through local tendering.
  - The project launch workshop will be implemented by specialized local companies.
- B) The Borrower shall submit for BADEA's prior approval all proposed contracts and orders for items to be procured out of the proceeds of the Loan.
- C) The Borrower shall furnish to BADEA copies of the bidding documents and shall make such modifications in the said documents as may be requested by BADEA. In all such cases where bidders shall be pre-qualified and in the case of the short list, the Borrower shall supply BADEA with a list of those pre-qualified bidders for BADEA's review and approval. After receipt and evaluation of the bids, a detailed report on the evaluation and comparison of the bids received, together with the recommendation for award, shall be presented to BADEA for approval.



THE ARAB BANK FOR ECONOMIC DEVELOPMENT  
IN AFRICA

UNOFFICIAL TRANSLATION OF THE  
ORIGINAL ARABIC TEXT WHICH IS  
THE ONLY AUTHENTIC VERSION

GENERAL CONDITIONS APPLICABLE TO  
LOAN AND GUARANTEE AGREEMENTS

October 28, 1979



THE ARAB BANK FOR ECONOMIC DEVELOPMENT  
IN AFRICA

GENERAL CONDITIONS APPLICABLE TO  
LOAN AND GUARANTEE AGREEMENTS

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
ARTICLE I	APPLICATION OF GENERAL CONDITIONS	1
Section 1.01	Application of General Conditions to Loan and Guarantee Agreements	1
Section 1.02	Inconsistency with Loan and Guarantee Agreements .....	1
ARTICLE II	DEFINITIONS.....	1
Section 2.01	Definitions.....	1
Section 2.02	References.....	3
Section 2.03	Headings of the Articles and Sections.....	3
ARTICLE III	LOAN ACCOUNT-INTEREST AND OTHER CHARGES-REPAYMENT -PLACE OF PAYMENT	
Section 3.01	Loan Account.....	3
Section 3.02	Interest.....	3
Section 3.03	Commitment Charge.....	3
Section 3.04	Additional Commitment Charge.....	4
Section 3.05	Computation of Interest and Charges	4
Section 3.06	Repayment.....	4



ARTICLE	TITLE	PAGE
Section 3.07	Place of Payment.....	4
ARTICLE IV	CURRENCY PROVISIONS	4
Section 4.01	Currencies in which Financial Dealings are to be made .....	4
Section 4.02	Valuation of Currencies .....	5
ARTICLE V	WITHDRAWAL AND USE OF PROCEEDS OF THE LOAN.....	5
Section 5.01	Withdrawal from the Loan Account ....	5
Section 5.02	Special Commitment by BADEA .....	6
Section 5.03	Application for Withdrawal or for Special Commitment .....	6
Section 5.04	Supporting Evidence .....	6
Section 5.05	Sufficiency of Applications and Supporting Documents .....	6
Section 5.06	Application of the Proceeds of the Loan and Procurement of Goods .....	6
Section 5.07	Use of goods .....	6
Section 5.08	Payments by BADEA of withdrawn Amounts .....	7
ARTICLE VI	DEGREE OF PRIORITY OF THE LOAN - TAXES AND RESTRICTIONS - BADEA'S IMMUNITIES AND PRIVILEGES .....	7
Section 6.01	Degree of Priority of the Loan .....	7
Section 6.02	Taxes .....	8
Section 6.03	Restrictions .....	8
Section 6.04	BADEA'S Immunities and Privileges ...	8



ARTICLE	TITLE	PAGE
ARTICLE VII	COOPERATION AND EXCHANGE OF INFORMATION .....	8
Section 7.01	Cooperation and Exchange of Information .....	8
ARTICLE VII	CANCELLATION AND SUSPENSION	9
Section 8.01	Cancellation by the Borrower .....	9
Section 8.02	Suspension by BADEA .....	9
Section 8.03	Cancellation by BADEA .....	9
Section 8.04	Effect of Cancellation or Suspension by BADEA on Amounts Subject to Special Commitment .....	11
Section 8.05	Effect of Cancellation on Maturities of the Loan .....	11
ARTICLE IX	ACCELERATION OF MATURITY .....	11
Section 9.01	Events of Acceleration .....	11
ARTICLE X	ENFORCEABILITY OF LOAN AGREEMENT AND GUARANTEE AGREEMENT; FAILURE TO EXERCISE RIGHTS; ARBITRATION .....	12
Section 10.01	Effectiveness of Provisions of Loan Agreement and Guarantee Agreement after Suspension or Cancellation or Acceleration of Maturity .....	12
Section 10.02	Enforceability .....	
Section 10.03	Failure to Exercise Rights .....	13
Section 10.04	Arbitration .....	13



ARTICLE	TITLE	PAGE
ARTICLE XI	MISCELLANEOUS PROVISIONS	15
Section 11.01	Notices and Requests .....	15
Section 11.02	Evidence of Authority to Act on behalf of the Borrower or Guarantor .....	15
Section 11.03	Action on behalf of the Borrower or Guarantor .....	16
ARTICLE XII	EFFECTIVE DATE; TERMINATION .....	16
Section 12.01	Conditions Precedent to Effectiveness of Loan Agreement and Guarantee Agreement .....	16
Section 12.02	Legal Opinion or Certificates .....	17
Section 12.03	Effective Date .....	17
Section 12.04	Termination of Loan Agreement and Guarantee Agreement for Failure to become Effective .....	17
Section 12.05	Termination of Loan Agreement and Guarantee Agreement on full Payment .....	18



GENERAL CONDITIONS APPLICABLE TO  
LOAN AND GUARANTEE AGREEMENTS

Dated October 28, 1979

ARTICLE I  
APPLICATION OF GENERAL CONDITIONS

Section 1.01 APPLICATION OF GENERAL CONDITIONS TO LOAN AND GUARANTEE-AGREEMENTS: These General Conditions set forth conditions which shall be applicable to loans made by BADEA. They shall apply to all loan agreements and guarantee agreements made for loans referred to and subject to such modifications as shall be provided in such agreements; provided, however, that in the case where the loan is made to a state, these General Conditions shall not be applicable in so far as they refer to the "Guaranteeing State", "Guarantor" and "Guarantee Agreement".

Section 1.02 INCONSISTENCY WITH LOAN AND GUARANTEE AGREEMENTS: If any provision of a loan agreement or guarantee agreement is inconsistent with a provision of these General Conditions, the provision of the loan agreement or guarantee agreement, as the case may be, shall govern.

ARTICLE II  
DEFINITIONS

Section 2.01 DEFINITIONS: Except as the context otherwise requires, the following terms have the following meanings wherever used in these General Conditions.

1. The term "BADEA" means The Arab Bank for Economic Development in Africa.
2. The term "Loan Agreement" means the Loan Agreement to which these General Conditions shall have been made applicable, as such agreement may be amended from time to time; and such term also means these General Conditions as thus made applicable, all agreements supplemental to the Loan Agreement and all annexes to the Loan Agreement.





3. The term "Loan" means the Loan provided for in the Loan Agreement.
4. The term "Borrowing State" or "Borrower" means the party to the Loan Agreement to which the Loan is made.
5. The term "Guarantee Agreement" means the agreement providing for the guarantee of the Loan made between BADEA and a state or institution as such agreement may be amended from time to time and to which these General Conditions are applicable and such term also means these General Conditions as thus made applicable, all agreements supplemental to the Guarantee Agreement and all annexes to the Guarantee Agreement.
6. The term "Guaranteeing State" or "Guarantor" means the state or institution which is a party to the Guarantee Agreement.
7. The term "Dollar" and the sign "\$" means the currency of the United States of America.
8. The term "Project" means the project or programme for which the Loan is granted and the services and studies related to it, as described in the Loan Agreement and as the description thereof may be amended from time to time by agreement between BADEA and the Borrower.
9. The term "Goods" means equipment, supplies, works and other services which are required for the project. Wherever reference is made to the cost of any goods, such cost shall be deemed to include the cost of importing such goods into the territories of the Borrowing State or territories of the state in which the project is to be implemented.
10. The term "Effective Date" means the date on which the Loan Agreement and the Guarantee Agreement shall come into force and effect as provided in Section 12.03.
11. The term "Loan Account" means the account opened by BADEA on its books in the name of the Borrower to which the amount of the Loan is credited.
12. The term "Taxes" means taxes, levies, fees against services and duties of any nature whether in effect at the date of the Loan Agreement or Guarantee Agreement or thereafter imposed.



13. The term "Lien" means mortgages, pledges, charges, privileges and priorities of any kind.

14. The term "Closing Date" means the date specified in the Loan Agreement as of which BADEA may by notice to the Borrower terminate the right of the Borrower to withdraw from the Loan Account any amount theretofore unwithdrawn.

Section 2.02 REFERENCES: References in these General Conditions to Articles or Sections shall, without any other specification, be to Articles and Sections of these General Conditions.

Section 2.03 HEADINGS OF THE ARTICLES AND SECTIONS: The headings of the Articles and Sections and the Table of Contents are inserted for convenience of reference only and are not a part of these General Conditions.

ARTICLE III  
LOAN ACCOUNT - INTEREST AND OTHER CHARGES -  
REPAYMENT - PLACE OF PAYMENT

Section 3.01 LOAN ACCOUNT: The amount of the Loan shall be credited to the Loan Account and may be withdrawn therefrom by the Borrower as provided in the Loan Agreement and in these General Conditions and in accordance with the procedure laid down by BADEA.

Section 3.02 INTEREST: The Borrower shall pay interest at the rate specified in the Loan Agreement on the amount of the Loan withdrawn from the Loan Account and still outstanding. Interest shall accrue from the respective dates on which amounts shall be so withdrawn.

Section 3.03 COMMITMENT CHARGE: \* .....



Commitment charge has been cancelled by virtue of the Resolution of the Board of Directors No. 13 dated 19th July 1989.

Section 3.04 ADDITIONAL COMMITMENT CHARGE: The Borrower shall pay an additional commitment charge at the rate of one half of one per cent ( $\frac{1}{2}$  of 1%) per annum on the principal amount of any special commitment entered into by BADEA at the request of the Borrower pursuant to Section 5.02 and still outstanding.

Section 3.05 COMPUTATION OF INTEREST AND CHARGES: Interest and charges shall be computed on the basis of a 360-day year of twelve 30-day months, for any period less than a year.

Section 3.06 REPAYMENT: (a) The Borrower shall repay the principal amount of the Loan withdrawn from the Loan Account in accordance with the Amortization Schedule to the Loan Agreement.

(b) The Borrower shall have the right, upon payment of all accrued interest and all other charges, to repay in advance of maturity: (i) all of the principal amount of the Loan withdrawn and still outstanding; or (ii) all of the principal amount of any one or more maturities, provided that on the date of such prepayment there shall not be outstanding any portion of the loan maturing after the portion to be prepaid.

Section 3.07 PLACE OF PAYMENT: The principal of, and interest and other charges on, the Loan shall be paid at such places as BADEA shall reasonably request.

#### ARTICLE IV CURRENCY PROVISIONS

Section 4.01 CURRENCIES IN WHICH FINANCIAL DEALINGS ARE TO BE MADE: (a) Account of all financial dealings in connection with the Loan Agreement shall be made in dollars. Withdrawals from the Loan Account, repayment of the principal of the Loan and interest and other charges shall be made in dollars.

(b) If expenditure to be financed out of the proceeds of a particular withdrawal in accordance with the Loan Agreement shall have been paid or shall be payable in a currency other than dollars, BADEA may, at the request of the Borrower and being its agent for that purpose, purchase with dollars the amount of such other currency required to meet such expenditure and the amount in dollars paid by BADEA for such purchase shall be deemed to have been withdrawn from the Loan.



(c) BADEA may at the request of the Borrower purchase the dollars required by the Borrower to repay the principal of the Loan or interest and other charges accruing in accordance with the Loan Agreement, provided that the Borrower pays to BADEA the money needed for this purchase in a currency or currencies acceptable to BADEA; and this repayment or payment shall not be considered as being made in accordance with the provisions of the Loan Agreement except on the date in which BADEA has actually received these dollars and to the extent of the amount received. In purchasing the currencies required BADEA shall be acting as agent of the Borrower.

Section 4.02 VALUATION OF CURRENCIES: Whenever it shall be necessary for the purposes of the Loan Agreement or the Guarantee Agreement to determine the value of one currency in terms of another, such value shall be determined by BADEA in accordance with the prevailing rate of exchange at the date of this valuation.

ARTICLE V  
WITHDRAWAL AND USE OF PROCEEDS OF THE LOAN

Section 5.01 WITHDRAWAL FROM THE LOAN ACCOUNT: (a) The Borrower shall be entitled to withdraw from the Loan Account amounts expended for the project or - if BADEA shall so agree - necessary amounts to settle expenses to be expended for this purpose, in accordance with the provisions of the Loan Agreement, of these General Conditions and of rules and procedure to be laid down by BADEA.

(b) No withdrawal from the Loan shall be made to finance:

(i) except as BADEA may otherwise agree, expenditure prior to the date of the Loan Agreement;

(ii) except as BADEA may otherwise agree; goods to be bought with the currency of the Borrowing State or the state in which the project is implemented; or

(iii) direct or indirect taxes levied by the Borrowing State or the Guaranteeing State or to be paid in its territory or in the state of residence of the Borrower or the Guarantor or in the state in which the project is implemented, or goods or services, or on the exportation, manufacture, procurement or importation thereof.



Section 5.02 SPECIAL COMMITMENT BY BADEA: Upon the Borrower's request and upon such terms and conditions as shall be agreed upon between the Borrower and BADEA, BADEA may enter into special commitments in writing to pay certain amounts to the Borrower or others in respect of the cost of goods to be financed under the Loan Agreement not withstanding any subsequent suspension or cancellation by BADEA or the Borrower.

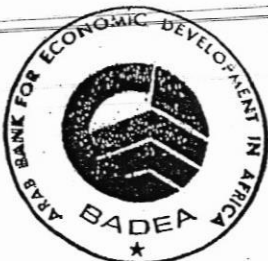
Section 5.03 APPLICATION FOR WITHDRAWAL OR FOR SPECIAL COMMITMENT: When the Borrower shall desire to withdraw any amount from the Loan Account, or to request BADEA to enter into a special commitment pursuant to Section 5.02, the Borrower shall deliver to BADEA a written application in such form, and containing such statements and agreements, as BADEA shall reasonably request. Applications for withdrawal with the necessary documentation as hereinafter in this Article provided, shall, except as BADEA and the Borrower may otherwise agree, be made without delay and promptly in relation to expenditures for the project.

Section 5.04 SUPPORTING EVIDENCE: The Borrower shall furnish to BADEA such documents and other evidence in support of the application for withdrawal as BADEA shall reasonably request, whether before or after BADEA shall have permitted any withdrawal requested in the application.

Section 5.05 SUFFICIENCY OF APPLICATIONS AND SUPPORTING DOCUMENTS: Applications for withdrawal and the accompanying documents and other evidence must be sufficient in form and substance to satisfy BADEA that the Borrower is entitled to withdraw from the Loan Account the amount applied for and that this amount is to be used only for the purposes specified in the Loan Agreement.

Section 5.06 APPLICATION OF THE PROCEEDS OF THE LOAN AND PROCUREMENT OF GOODS: The Borrower shall apply the proceeds of the Loan exclusively to financing the reasonable cost of goods required to carry out the Project. Except as BADEA may otherwise agree, procurement of such goods shall be in accordance with rules and procedure determined by BADEA.

Section 5.07 USE OF GOODS: Except as BADEA shall otherwise agree, the Borrower shall cause all goods financed out of the proceeds of the Loan to be used exclusively in the carrying out of the Project.



Section 5.08 PAYMENT BY BADEA OF WITHDRAWN AMOUNTS: BADEA shall pay the amounts which the Borrower is entitled to withdraw from the Loan Account only to or on the order of the Borrower.

ARTICLE VI  
DEGREE OF PRIORITY OF THE LOAN - TAXES AND  
RESTRICTIONS - BADEA'S IMMUNITIES AND PRIVILEGES

Section 6.01 DEGREE OF PRIORITY OF THE LOAN: (a) BADEA and the Borrowing State or the Guaranteeing State have agreed that no other external debt shall enjoy any priority over the Loan by way of a lien hereafter created on governmental assets. To that extent, the Borrowing State or the Guaranteeing State undertakes that, except as BADEA shall otherwise agree, if any lien shall be created on any of its assets as security for any external debt, such lien will ipso facto and at no cost to BADEA equally and ratably secure the payment of the principal of, and interest and other charges on the Loan, 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 the sale of such commercial goods; or
  - (iii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.
- (b) As used in this Section, the term "Governmental Assets" means assets of the Borrowing State or Guaranteeing State, of any political or administrative subdivision thereof and of any entity owned or controlled by, or operating for the account or benefit of the Borrowing State or Guaranteeing State or any such subdivision including any institution performing the functions of a central bank or exchange stabilization fund or similar functions for such State.



Section 6.02 TAXES: (a) The principal of, and interest and other charges on the Loan shall be free from any taxes and paid without any deduction for any taxes levied by, or in the territory of, the Borrowing State or the Guaranteeing State.

(b) The Borrowing State or the Guaranteeing State shall pay any taxes on or in connection with the execution, issue, delivery or registration of the Loan Agreement or Guarantee Agreement, under:-

- (i) the laws of the Borrowing State or the Guaranteeing State or the laws in effect in its territories; or
- (ii) the laws of any country in whose currency the Loan is payable or the laws in effect in such country.

Section 6.03 RESTRICTIONS: The principal of, and interest and other charges on the Loan shall be paid free from all restrictions imposed under the laws of the Borrowing State or the Guaranteeing State or laws in effect in its territories.

Section 6.04 BADEA'S IMMUNITIES AND PRIVILEGES: (a) All BADEA documents, records, correspondence and similar material shall be considered by the Borrowing State or the Guaranteeing State as confidential matters and shall be accorded full immunity from censorship and inspection in its territories.  
(b) All BADEA assets and income shall, in the territories of the Borrowing State or Guaranteeing State, be exonerated from nationalization, confiscation, seizure and sequestration.

ARTICLE VII  
COOPERATION AND EXCHANGE OF INFORMATION

Section 7.01 COOPERATION AND EXCHANGE OF INFORMATION: (a) BADEA, the Borrower and the Guarantor shall cooperate fully to assure that the purposes of the Loan will be accomplished. To that end, BADEA, the Borrower and the Guarantor shall at the request of any one of them:

- (1) exchange views through their representatives with regard to the progress of the Project, the benefits derived therefrom and the performance of their respective obligations under the Loan Agreement and the Guarantee Agreement and any other matter relating to the purposes of the Loan; and



(ii) furnish to the other party all such information reasonably requested with regard to the progress of the Project, the benefits derived therefrom and the general status of the Loan.

(b) The Borrower and the Guarantor shall promptly inform BADEA of any condition which interferes or threatens to interfere with, the progress of the Project, the accomplishment of the purposes of the Loan (including substantial increase in the cost of the project) or the maintenance of the service thereof or the performance by any one of them of its obligations under the Loan Agreement and the Guarantee Agreement.

(c) The Borrowing State or the Guaranteeing State shall afford all reasonable opportunity for accredited representatives of BADEA to visit any part of its territory for purposes related to the Loan.

ARTICLE VIII  
CANCELLATION AND SUSPENSION

Section 8.01 CANCELLATION BY THE BORROWER: The Borrower may by notice to BADEA cancel any amount of the Loan which the Borrower shall not have withdrawn prior to the giving of such notice, except that the Borrower may not so cancel any amount of the Loan in respect of which BADEA shall have entered into a special commitment pursuant to Section 5.02.

Section 8.02 SUSPENSION BY BADEA: (i) If any of the following events shall have occurred and be continuing, BADEA may by notice to the Borrower and the Guarantor suspend in whole or in part the right of the Borrower to make withdrawals from the Loan Account:

(a) A default shall have occurred on the part of the Borrower in the payment of principal or interest or any other payment required under the Loan Agreement or any other loan or guarantee agreement between BADEA and the Borrower.

(b) The guarantor shall have failed to make payment of principal or interest or any other payment required under the Guarantee Agreement or any other loan or guarantee agreement between BADEA and the Guarantor.





- (c) The Borrower or the Guarantor shall have failed to perform any other obligation under the Loan or Guarantee Agreement or any other loan or guarantee agreement between BADEA and the Borrower or between BADEA and the Guarantor.
- (d) The right of the Borrower to withdraw the proceeds of any other loan or credit or grant made to the Borrower for the financing of the Project shall have been suspended or cancelled in whole or in part and the Borrower shall have failed to arrange for adequate financing of the Project from other sources on terms and conditions satisfactory to BADEA.
- (e) An extraordinary situation shall have arisen which shall make it improbable that the project be executed or that the Borrower or Guarantor will be able to perform its obligations under the Loan or Guarantee Agreement.
- (f) Any event specified in paragraphs (e) and (f) of Section 9.01.
- (g) Any other event specified in the Loan Agreement for the purposes of this Section.
  - (ii) The right of the Borrower to make withdrawals under the Loan Account shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist or until BADEA shall have notified the Borrower that the right to make withdrawals has been restored; provided, however, that in the case of any such notice or restoration the right to make withdrawals shall be restored only to the extent and subject to the conditions specified in such notice.

Section 8.03 CANCELLATION BY BADEA: If (a) the right of the Borrower to make withdrawals from the Loan Account shall have been suspended with respect to any amount of the Loan for a continuous period of thirty days, or (b) after the Closing Date an amount of the Loan shall remain unwithdrawn from the Loan Account, BADEA may by notice to the Borrower and the Guarantor terminate the right of the Borrower to make withdrawals with respect to such amount. Upon the giving of such notice such amount of the Loan shall be cancelled.



Section 8.04 EFFECT OF CANCELLATION OR SUSPENSION BY BADEA ON AMOUNTS SUBJECT TO SPECIAL COMMITMENT: No cancellation or suspension by BADEA shall apply to amounts subject to any special commitment entered into by BADEA pursuant to Section 5.02 except as expressly provided in such commitment.

Section 8.05 EFFECT OF CANCELLATION ON MATURITIES OF THE LOAN: Except as otherwise agreed between BADEA and the Borrower, any cancellation shall be applied pro rata to the several maturities of the principal amount of the Loan maturing after the date of such cancellation, as such maturities are set forth in the Amortization Schedule to the Loan Agreement.

ARTICLE IX  
ACCELERATION OF MATURITY

Section 9.01 EVENTS OF ACCELERATION: If any of the following events shall occur and shall continue for the period specified below, if any, BADEA, at its option, may, so long as such event is continuing, by notice to the Borrower and the Guarantor declare the principal of the Loan then outstanding to be due and payable immediately together with the interest and other charges thereon and upon any such declaration such principal, together with the interest and other charges thereon, shall become due and payable immediately:

(a) A default shall have occurred on the part of the Borrower in the payment of principal or interest or any other payment required under the Loan Agreement or any other loan or guarantee agreement between BADEA and the Borrower and such default shall continue for a period of thirty days after notice thereof shall have been given by BADEA to the Borrower.

(b) A default shall have occurred on the part of the Guarantor in the payment of principal or interest or any other payment required under the Guarantee Agreement or any other loan or guarantee agreement between BADEA and the Guarantor and such a default shall continue for a period of thirty days after notice thereof shall have been given by BADEA to the Guarantor.



(c) A default shall have occurred in the performance of any other obligation on the part of the Borrower or the Guarantor under the Loan Agreement or the Guarantee Agreement or any other loan or guarantee agreement between BADEA and the Borrower or between BADEA and the Guarantor, and such default shall continue for a period of sixty days after notice thereof shall have been given by BADEA to the Borrower or Guarantor as the case may be.

(d) An extraordinary situation shall have arisen which shall make it improbable that the Project be executed or that the Borrower will be able to perform its obligations under the Loan Agreement, and such situation shall continue for a period of sixty days after notice thereof shall have been given by BADEA to the Borrower.

(e) An action shall have been taken for the dissolution or disestablishment of the Borrower (other than a state) or for the suspension of its operations.

(f) The Borrower (other than a state) shall have become 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 assets of the Borrower shall or may be distributed among its creditors.

(g) Any other event specified in the Loan Agreement for the purposes of this Section shall have occurred and shall continue for the period, if any, specified in the Loan Agreement.

ARTICLE X  
ENFORCEABILITY OF LOAN AGREEMENT AND GUARANTEE  
AGREEMENT; FAILURE TO EXERCISE RIGHTS; ARBITRATION

Section 10.01 EFFECTIVENESS OF PROVISIONS OF LOAN AGREEMENT AND GUARANTEE AGREEMENT AFTER SUSPENSION OR CANCELLATION OR ACCELERATION OF MATURITY: Notwithstanding any cancellation or suspension or acceleration of maturity, all the provisions of the Loan Agreement and the Guarantee Agreement shall continue in full force and effect except as specifically provided in Articles (VIII) and (IX).



Section 10.02 ENFORCEABILITY: The rights and obligations of BADEA, the Borrower and the Guarantor under the Loan Agreement and the Guarantee Agreement shall be valid and enforceable in accordance with their terms notwithstanding any provision applied to the Borrower or Guarantor or in the Law of any State or subdivision thereof. Neither BADEA nor the Borrower nor the Guarantor shall be entitled under any circumstances to assert any claim that any provision of these General Conditions or of the Loan Agreement or the Guarantee Agreement is invalid or unenforceable for any reason whatsoever.

Section 10.03 FAILURE TO EXERCISE RIGHTS: No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under the Loan Agreement or Guarantee Agreement upon any default by the other party shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default, nor shall any action of such party in respect of any default, or any acquiescence by it in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

Section 10.04 ARBITRATION: Any controversy between the parties to the Loan Agreement or the parties to the Guarantee Agreement, and any claim by any such party against the other arising under the Loan Agreement or Guarantee Agreement shall be determined by agreement of the parties, and failing this the controversy or claim shall be submitted to arbitration by an Arbitral Tribunal as hereinafter provided:

(a) The parties to such arbitration shall be BADEA on the one side and the Borrower and the Guarantor on the other side.

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



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

(d) If within sixty days after the giving of such notice instituting the arbitration proceeding the parties shall not agree upon an Umpire, any party may request the appointment of an Umpire as provided in paragraph (b) of this Section.

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

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

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

(h) The Arbitral Tribunal shall apply the General Principles of Law and Justice.

(i) The parties shall fix the amount of remuneration of the arbitrators and such other persons as shall be required for the conduct of the arbitration proceedings. If the parties shall not agree on such amount



before the Arbitral Tribunal shall convene, the Arbitral Tribunal shall fix such amount as shall be reasonable under the circumstances. BADEA, the Borrower and the Guarantor shall each defray its own expenses in the arbitration proceedings. The costs of the Arbitral Tribunal shall be divided between and borne equally by BADEA on the one side and the Borrower and the Guarantor on the other. Any question concerning the division of the costs of the Arbitral Tribunal or the procedure for payment of such costs shall be determined by the Arbitral Tribunal.

(j) The provisions for arbitration set forth in this Section shall be in lieu of any other procedure for the settlement of controversies between the parties to the Loan Agreement and Guarantee Agreement or any claim by any such party against any other such party arising thereunder.

(k) Services of any notice or process in connection with any proceeding under this Section may be made in the manner provided in Section 11.01. The parties to the Loan Agreement and the Guarantee Agreement waive any and all other requirements for the service of any such notice or process.

#### ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.01 NOTICES AND REQUESTS: Any notice or request required or permitted to be given or made under the Loan Agreement or Guarantee Agreement shall be in writing. Except as otherwise provided in Section 12.03, such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable or radiogram or telex to the party to which it is required or permitted to be given or made at such party's address specified in the Loan Agreement or Guarantee Agreement or at such other address as such party shall have designated by notice to the party giving such notice or making such request.

Section 11.02 EVIDENCE OF AUTHORITY TO ACT ON BEHALF OF THE BORROWER OR GUARANTOR: The Borrower and the Guarantor shall furnish to BADEA sufficient evidence of the authority of the person or persons who will, on behalf of the Borrower or the Guarantor, take any action or execute any other document required or permitted to be taken or executed by the Borrower under the Loan Agreement including applications provided for in Article V or by the Guarantor under the Guarantee Agreement. The Borrower and the Guarantor shall also furnish to BADEA the authenticated specimen signature of each such person.



Section 11.03 ACTION ON BEHALF OF THE BORROWER OR GUARANTOR: Any action required or permitted to be taken, and any documents required or permitted to be executed, pursuant to the Loan Agreement or the Guarantee Agreement, on behalf of the Borrower or the Guarantor, may be taken or executed by the representative of the Borrower or the Guarantor designated in the Loan Agreement or the Guarantee Agreement for the purposes of this Section or any person thereunto authorised in writing by him. Any modification or amplification of the provisions of the Loan Agreement or the Guarantee Agreement may be agreed to on behalf of the Borrower or the Guarantor by written instrument executed on behalf of the Borrower or the Guarantor by the representative so designated or any person thereunto authorised in writing by him; provided that, in the opinion of such representative, such modification or amplification is reasonable in the circumstances and will not substantially increase the obligations of the Borrower under the Loan Agreement or of the Guarantor under the Guarantee Agreement. BADEA may accept the execution by such representative or other person of any such instrument as conclusive evidence that in the opinion of such representative any modification or amplification of the provisions of the Loan Agreement or the Guarantee Agreement effected by such instrument is reasonable in the circumstances and will not substantially increase the obligations of the Borrower or of the Guarantor thereunder.

ARTICLE XII  
EFFECTIVE DATE; TERMINATION

Section 12.01 CONDITIONS PRECEDENT TO EFFECTIVENESS OF LOAN AGREEMENT AND GUARANTEE AGREEMENT: The Loan Agreement and the Guarantee Agreement shall not become effective until evidence satisfactory to BADEA shall have been furnished to BADEA that:

- (a) The execution and delivery of the Loan Agreement and the Guarantee Agreement on behalf of the Borrower and the Guarantor have been duly authorised or ratified by all necessary action and legal rules applicable in this respect.



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

Section 12.02 LEGAL OPINION OR CERTIFICATES: As part of the evidence to be furnished pursuant to Section 12.01 the Borrower shall furnish to BADEA an opinion or opinions satisfactory to BADEA of counsel acceptable to BADEA or, if BADEA shall so request, a certificate satisfactory to BADEA of a competent official of the Borrower or Guarantor, showing that:

(a) the Loan Agreement has been duly authorized or ratified and executed and delivered on behalf of, the Borrower and constitutes a valid and binding obligation on the Borrower in accordance with its terms;

(b) the Guarantee Agreement has been duly authorized or ratified and executed and delivered on behalf of the Guarantor and constitutes a valid and binding obligation on the Guarantor in accordance with its terms.

(c) Such other matter as shall be specified in the Loan Agreement or as shall be reasonably requested by BADEA in connection therewith.

Section 12.03 EFFECTIVE DATE: (a) Except as shall be otherwise agreed by BADEA and the Borrower, the Loan Agreement and the Guarantee Agreement shall come into force and effect on the date upon which BADEA dispatches by cable to the Borrower and the Guarantor notice of its acceptance of the evidence required by Section 12.01.

(b) If, before the Effective Date, any event shall have occurred which would have entitled BADEA to suspend the right of the Borrower to make withdrawals from the Loan Account if the Loan Agreement had been effective, BADEA may postpone the dispatch of the notice referred to in paragraph(a) of this Section until such event shall have ceased to exist.

Section 12.04 TERMINATION OF LOAN AGREEMENT AND GUARANTEE AGREEMENT FOR FAILURE TO BECOME EFFECTIVE: If all acts required to be performed pursuant to Section 12.01 shall not have been performed by the date specified in the Loan Agreement for the purposes of this Section or such later date as shall be determined by BADEA, BADEA may at any time thereafter at its option terminate the Loan Agreement by notice to the Borrower.





Upon the giving of such notice the Loan Agreement and the Guarantee Agreement and all obligations of the parties thereunder shall forthwith terminate.

Section 12.05 TERMINATION OF LOAN AGREEMENT AND GUARANTEE AGREEMENT ON FULL PAYMENT: If and when the entire principal amount of the Loan withdrawn from the Loan Account and all interest and other charges which shall have accrued on the Loan shall have been paid, the Loan Agreement and the Guarantee Agreement and all obligations of the parties thereunder shall forthwith terminate.



*[Handwritten signature]*

*[Handwritten signature]*