No. 673

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
and
INTERNATIONAL FINANCE CORPORATION

Master Loan Agreement (with schedule). Signed at Washington on 12 July 1971

Authentic text: English.

Filed and recorded at the request of the International Bank for Reconstruction and Development on 3 February 1972.

BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT
et
SOCIÉTÉ FINANCIÈRE INTERNATIONALE

Contrat d'emprunt principal (avec annexe). Signé à Washington le 12 juillet 1971

Texte authentique : anglais.

Classé et inscrit au répertoire à la demande de la Banque internationale pour la reconstruction et le développement le 3 février 1972.

MASTER LOAN AGREEMENT[1]

AGREEMENT, dated July 12, 1971, between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank), and INTERNATIONAL FINANCE CORPORATION (hereinafter called IFC).

Article I

THE LOANS

SECTION 1.01. *Application of this Agreement.* This Agreement shall be applicable to the loan or loans (hereinafter called the Loans) made by the Bank to IFC as specified in the Schedule hereto as such Schedule may be amended from time to time by agreement in writing between the Bank and IFC.

SECTION 1.02. *Principal Amount of Loans.* The principal amount of each of the Loans shall be in various currencies equivalent to ten million dollars or a multiple thereof.

SECTION 1.03. *Loan Account.* The Bank shall open a Loan Account on its books in the name of IFC. The amount of each of the Loans shall be credited to the Loan Account upon approval by the Bank of such Loan and its inclusion in the Schedule by agreement in writing between the Bank and IFC.

SECTION 1.04. *Withdrawal of Loans.* (*a*) The amounts of the Loans may be withdrawn from the Loan Account as provided in, and subject to the rights of cancellation and suspension set forth in, this Agreement.

(*b*) The amounts of the Loans may be withdrawn from time to time by IFC on its written request to reimburse it for amounts disbursed by it, or to provide amounts to be disbursed by it, on loans made by it; provided, however, that no withdrawal shall be made if at the time of such withdrawal or as a result thereof the aggregate amount of debt (including the guarantee of any debt) incurred or assumed by IFC from any source and then outstanding shall exceed an amount equal to four times its unimpaired subscribed capital and surplus. For purposes of this Section debt shall be deemed to be incurred (i) under a loan contract, on the date and to the extent it is drawn down pursuant thereto, and (ii) under a guarantee, on the date the guarantee contract has been entered into.

[1] Came into force on 12 July 1971 by signature, in accordance with its provisions.

(*c*) Withdrawals shall be made in dollars, or in such other currency or currencies as may be agreed between the Bank and IFC.

(*d*) Each withdrawal request by IFC shall identify the loans made by it in respect of which withdrawal is requested and shall contain such other information and certifications as the Bank shall reasonably request.

SECTION 1.05. *Commitment Charge.* IFC shall pay a commitment charge in dollars on the principal amount of each of the Loans not withdrawn from time to time. Such commitment charge shall accrue from the date of the crediting of such Loan by the Bank to the Loan Account to the respective dates on which amounts shall be withdrawn by IFC or shall be cancelled.

SECTION 1.06. *Interest.* IFC shall pay interest on the principal amount of each of the Loans withdrawn and outstanding from time to time. Interest shall accrue from the respective dates on which amounts shall be so withdrawn. Interest on any portion of any of the Loans shall be payable in the currency in which the principal of such portion of the Loan is repayable.

SECTION 1.07. *Special Commitments by the Bank.* Upon IFC's written request and upon such terms and conditions as shall be agreed upon between the Bank and IFC, the Bank may enter into special commitments in writing to pay amounts to IFC or others notwithstanding any subsequent suspension or cancellation of the Loans. A charge in dollars shall be payable on the principal amounts of any such special commitments outstanding from time to time.

SECTION 1.08. *Financial Charges.* (*a*) The rates of interest, commitment charge and the charge payable for special commitments shall be as set forth with respect to each Loan in the Schedule hereto.

(*b*) Interest, commitment charge and the charge payable for special commitments shall be computed on the basis of a 360-day year of twelve 30-day months and shall be payable semi-annually on the dates in each year specified in respect of each of the Loans.

SECTION 1.09. *Repayment.* (*a*) IFC shall repay the principal of each of the Loans in accordance with the amortization schedule applicable to such Loan as set forth in the Schedule hereto.

(*b*) The principal of the Loans shall be repayable in the several currencies withdrawn and the amount repayable in each currency shall be the amount withdrawn in that currency; provided, however, that if withdrawal shall be made in any currency which the Bank shall have purchased with another currency for the purpose of such withdrawal, the portion of the Loans so withdrawn shall be repayable in such other currency and the amount so repayable shall be the amount paid by the Bank on such purchase. Except as the Bank and IFC shall otherwise agree, the portion of a Loan to be repaid in any particular currency shall be repayable in such installments as the Bank shall from time to time specify, not inconsistent with the installments set forth in the amortization schedule applicable to such Loan.

SECTION 1.10. *Prepayment at Option of IFC.* (*a*) IFC shall have the right, upon payment of all accrued interest and other charges and of the premium specified in the Schedule hereto, and upon not less than 45 days' written notice to the Bank, to repay in advance of maturity all or an equal proportionate part (but not less than $5,000,000 at any one time) of the principal amount of the Loans at the time outstanding. Any premium payable on any such prepayment shall be as set forth in the Schedule hereto. The premiums shall be payable in the currency in which the principal of the prepayment is payable.

(*b*) Any such partial prepayment shall be applied *pro rata* to the principal amounts of the several maturities of the Loans as set forth in the amortization schedules applicable thereto.

(*c*) It is the policy of the Bank to encourage the repayment prior to maturity of portions of its loans retained by the Bank for its own account. Accordingly, the Bank will sympathetically consider, in the light of all circumstances then existing, any request of IFC that the Bank waive the payment of any premium payable under paragraph (*a*) of this Section.

SECTION 1.11. *Place of Payment.* The principal of, and interest and other charges on, the Loans shall be paid at such places as the Bank shall reasonably request.

SECTION 1.12. *Valuation of Currencies.* Whenever it shall be necessary for the purposes of this Agreement to determine the value of one currency in terms of another, such value shall be as reasonably determined by the Bank.

SECTION 1.13. *Exchange Restrictions.* Any payment required under the Loans to be made to the Bank in the currency of any country shall be made in such manner, and in currency acquired in such manner, as shall be permitted under the laws of such country for the purpose of making such payment and effecting the deposit of such currency to the account of the Bank with a depository of the Bank in such country.

Article II

PARTICULAR COVENANTS

SECTION 2.01. *Use of Proceeds.* (*a*) IFC shall use the proceeds of the Loans exclusively in its lending operations, including reimbursing itself for