

II

Treaties and international agreements

filed and recorded

from 8 October 1966 to 30 December 1966

No. 628

Traités et accords internationaux

classés et inscrits au répertoire

du 8 octobre 1966 au 30 décembre 1966

N° 628

No. 628

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
and
INTERNATIONAL FINANCE CORPORATION**

**Loan Agreement (*International Finance Corporation Loan*).
Signed at Washington, on 28 October 1966**

Official text : English.

*Filed and recorded at the request of the International Bank for Reconstruction and
Development on 30 December 1966.*

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

**Contrat d'emprunt (*Emprunt de la Société financière inter-
nationale*). Signé à Washington, le 28 octobre 1966**

Texte officiel anglais.

*Classé et inscrit au répertoire à la demande de la Banque internationale pour la recons-
truction et le développement le 30 décembre 1966.*

No. 628. LOAN AGREEMENT¹ (*INTERNATIONAL FINANCE CORPORATION LOAN*) BETWEEN THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND THE INTERNATIONAL FINANCE CORPORATION. SIGNED AT WASHINGTON, ON 28 OCTOBER 1966

AGREEMENT, dated October 28, 1966, between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank) and INTERNATIONAL FINANCE CORPORATION (hereinafter called IFC.)

Article I

THE LOAN

Section 1.01. LOAN. The Bank agrees to lend to IFC, on the terms and conditions set forth in this Agreement, an amount in various currencies equivalent to one hundred million dollars (\$100,000,000). The loan provided for in this Section is hereinafter called the Loan.

Section 1.02. WITHDRAWAL OF LOAN. (a) The amount of the Loan may be withdrawn as provided in, and subject to the rights of cancellation and suspension set forth in, this Agreement.

(b) The amount of the Loan may be withdrawn from time to time on the written request of IFC as needed to reimburse it for amounts disbursed by it, or to provide amounts to be disbursed by it, on loans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 contracted by IFC shall be deemed to be incurred by IFC on the date it is drawn down, and debt guaranteed by IFC shall be deemed to be incurred by IFC and to be outstanding on the date of the agreement for such guarantee. Withdrawals shall be made in dollars, or in such currency or currencies as may be agreed between the Bank and IFC.

(c) Any loan made or proposed to be made by IFC in respect of which it has made or proposes to make a withdrawal pursuant to this Section is hereinafter called a

¹ Came into force on 28 October 1966, upon signature.

Sub-Loan and the amount of each withdrawal in respect of a Sub-Loan is called a Tranche of the Loan.

(d) Each request by IFC for a withdrawal pursuant to this Section shall describe the terms and conditions of the Sub-Loan in respect of which such withdrawal is requested, including the schedule of amortization thereof, and shall describe the project financed or to be financed by such Sub-Loan. IFC's request for withdrawal shall contain such other information and certifications as the Bank shall reasonably request.

Section 1.03. INTEREST. (a) Except as provided in paragraph (b) of this Section, IFC shall pay interest on the principal amount of each Tranche of the Loan outstanding from time to time at such rate as shall have been notified by the Bank to IFC at the time when such Tranche of the Loan was so withdrawn, as being the standard rate then generally applicable to new Bank loans of the same maturity. Interest shall accrue from the respective dates on which amounts shall be so withdrawn. Interest on any portion of the Loan shall be payable in the currency in which the principal of such portion of the Loan is repayable.

(b) Notwithstanding paragraph (a) of this Section, IFC may at its option elect to pay interest on the principal amount of the Loan to be withdrawn with respect to any specified Sub-Loan at the standard rate for new Bank loans of the same maturity generally applicable at the time of approval by the Board of Directors of IFC of such Sub-Loan ; provided, however, that

- (i) such principal amount shall equal the amount of such Sub-Loan repayable on or before the date on which the final instalment of the Loan is payable to the Bank by IFC ;
- (ii) such election by IFC shall be notified to the Bank on the date of such approval ;
- (iii) such principal amount of the Loan shall be credited by the Bank to a special loan account from which withdrawals shall be made by IFC as and when each disbursement is made by IFC for such Sub-Loan, except to the extent to which any such disbursement is allotted to any maturity of the Sub-Loan falling due after the date referred to in paragraph (i) above ;
- (iv) each such withdrawal shall be in an amount equal to the amount of such disbursement ; and
- (v) no cancellation by IFC pursuant to Section 3.01 of this Agreement of any amount from any such special account shall be made except in the event of a corresponding cancellation of such Sub-Loan.

Section 1.04. 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