

၁၉၅၆ ခုနှစ်၊ ငွေချေးယူခြင်းနှင့်ချေးယူငွေအတွက် အာမခံခြင်း
(အပြည်ပြည်ဆိုင်ရာ ပြန်လည်ထူထောင်ရေးနှင့် ကြီးပွားရေး
ဘဏ်) အက်ဥပဒေ။

[၁၉၅၆ ခုနှစ်၊ အက်ဥပဒေ အမှတ် ၁၇။]

ပြည်ထောင်စုမြန်မာနိုင်ငံက၊ အပြည်ပြည်ဆိုင်ရာ ပြန်လည်ထူထောင်ရေးနှင့်ကြီးပွား
ရေးဘဏ်မှ ငွေချေးယူခြင်းကိစ္စအတွက်၎င်း၊ ရန်ကုန်ဆိပ်ကမ်း အုပ်ချုပ်ရေးအဖွဲ့က၊
အပြည်ပြည်ဆိုင်ရာပြန်လည်ထူထောင်ရေးနှင့်ကြီးပွားရေးဘဏ်မှချေးယူသည့်ငွေအတွက်
ပြည်ထောင်စု မြန်မာနိုင်ငံက အာမခံခြင်းကိစ္စအတွက်၎င်း၊ ထိုကိစ္စများနှင့်ဆက်စပ်
လျက်ရှိသောကိစ္စများအတွက်၎င်း၊ အက်ဥပဒေပြဋ္ဌာန်းရန်လိုအပ်သည်ဖြစ်သောကြောင့်၊

အောက်ပါအတိုင်း အက်ဥပဒေအဖြစ်ပြဋ္ဌာန်းလိုက်သည်။

၁။ ။ ဤအက်ဥပဒေကို ၁၉၅၆ ခုနှစ်၊ ငွေချေးယူခြင်းနှင့် ချေးယူငွေအတွက်
အာမခံခြင်း (အပြည်ပြည်ဆိုင်ရာ ပြန်လည်ထူထောင်ရေးနှင့်ကြီးပွားရေးဘဏ်) အက်
ဥပဒေဟုခေါ်ရမည်။

၂။ ။ ဤအက်ဥပဒေတွင် အကြောင်းအရာနှင့်ဖြစ်စေ၊ ရှေ့နောက်စကား
တို့၏အဓိပ္ပါယ်နှင့်ဖြစ်စေ မဆန့်ကျင်လျှင်—

- (က) “ငွေချေးစာချုပ် (Loan Agreement)” ဆိုသည်မှာ၊ ဇယား
တွင်ဖော်ပြထားသည့်၊ ပြည်ထောင်စုမြန်မာနိုင်ငံနှင့်အပြည်ပြည်
ဆိုင်ရာ ပြန်လည်ထူထောင်ရေးနှင့် ကြီးပွားရေးဘဏ်တို့ချုပ်ဆို
သော ၁၉၅၆ ခုနှစ်၊ မေလ ၄ ရက်နေ့စွဲပါ ငွေချေးစာချုပ်
ကိုဆိုလိုသည်။
- (ခ) “အာမခံစာချုပ် (Guarantee Agreement)” ဆိုသည်မှာ၊
ဇယားတွင်ဖော်ပြထားသည့်၊ ပြည်ထောင်စု မြန်မာနိုင်ငံနှင့်
အပြည်ပြည်ဆိုင်ရာ ပြန်လည်ထူထောင်ရေးနှင့်ကြီးပွားရေးဘဏ်
တို့ ချုပ်ဆိုသော ၁၉၅၆ ခုနှစ်၊ မေလ ၄ ရက်နေ့စွဲပါ အာမခံ
စာချုပ်ကိုဆိုလိုသည်။
- (ဂ) “ဆိပ်ကမ်းငွေချေးစာချုပ် (Port Loan Agreement)” ဆို
သည်မှာ၊ ဇယားတွင်ဖော်ပြထားသည့်၊ ရန်ကုန်ဆိပ်ကမ်းအုပ်ချုပ်
ရေးအဖွဲ့နှင့်အပြည်ပြည်ဆိုင်ရာ ပြန်လည်ထူထောင်ရေးနှင့်ကြီးပွား
ရေးဘဏ်တို့ချုပ်ဆိုသော ၁၉၅၆ ခုနှစ်၊ မေလ ၄ ရက်နေ့စွဲပါ
ဆိပ်ကမ်းငွေချေးစာချုပ်ကိုဆိုလိုသည်။

၃။ ။ နိုင်ငံတော် သမေတ သည်၊ ငွေချေးစာချုပ် (Loan Agreement)
၏ ပြဋ္ဌာန်းချက်များနှင့်အညီ၊ အပြည်ပြည်ဆိုင်ရာ ပြန်လည်ထူထောင်ရေးနှင့်ကြီးပွား
ရေးဘဏ်မှငွေချေးယူနိုင်သည်။ အဆိုပါပြဋ္ဌာန်းချက်များမှာ၊ ဝိစရာဥပဒေကဲ့သို့ အာဏာ
ရှိရမည်။

အဘိုး—၂၅ ပြား]

၄။ ။ နိုင်ငံတော် သမတ သည်၊ ဆိပ်ကမ်းငွေချေးစာချုပ် (Part Loan Agreement) တွင် ဖော်ပြထားသည့်ချေးယူငွေအတွက် အာမခံစာချုပ် (Guarantee Agreement) ၏ ပြဋ္ဌာန်းချက်များနှင့်အညီ၊ အာမခံနိုင်သည်။ အဆိုပါပြဋ္ဌာန်းချက်များမှာ၊ တရားဥပဒေကဲ့သို့အာဏာရှိရမည်။

၅။ ။ ငွေချေးစာချုပ် (Loan Agreement) အရ၊ ပြည်ထောင်စုမြန်မာနိုင်ငံကရရှိသောငွေအားလုံးကို၊ ပြည်ထောင်စု မြန်မာနိုင်ငံ၏အခွန်တော်ငွေများတွင် ထည့်သွင်းရမည်။

၆။ ။ ငွေချေးစာချုပ် (Loan Agreement) အရဖြစ်စေ၊ အာမခံစာချုပ် (Guarantee Agreement) အရဖြစ်စေ၊ ပြည်ထောင်စု မြန်မာနိုင်ငံက ပေးဆပ်ရန်ရှိသော ငွေအားလုံးကိုသော်၎င်း၊ အဆိုပါစာချုပ်အသီးသီးအရ၊ ပြည်ထောင်စု မြန်မာနိုင်ငံက ထုတ်ပေးထားသော၊ သို့တည်းမဟုတ် အာမခံထားသော၊ ခံဝန်ချုပ်များ (bonds)၊ သို့တည်းမဟုတ် ငွေပေးကတိစာချုပ်များ (promissory notes) အရ၊ ပြည်ထောင်စုမြန်မာနိုင်ငံကပေးဆပ်ရန်ရှိသော ငွေအားလုံးကိုသော်၎င်း၊ ပြည်ထောင်စု မြန်မာနိုင်ငံ၏ အခွန်တော်ငွေများထဲမှ ထုတ်ပေးရမည်။

၇။ ။ အခြားတည်ဆဲတရားဥပဒေများတွင် ဆန့်ကျင်လျက် မည်သို့ပင်ပါရှိစေကာမူ၊ ငွေချေးစာချုပ် (Loan Agreement)၊ ငွေချေးစာချုပ် (Loan Agreement) အရထုတ်ပေးထားသောခံဝန်ချုပ်များ (bonds)၊ သို့တည်းမဟုတ် ငွေပေးကတိစာချုပ်များ (promissory notes)၊ အာမခံစာချုပ် (Guarantee Agreement) နှင့် အာမခံစာချုပ် (Guarantee Agreement) အရ၊ ပြည်ထောင်စုမြန်မာနိုင်ငံက၊ ခံဝန်ချုပ် (bond)၊ သို့တည်းမဟုတ် ငွေပေးကတိစာချုပ် (promissory note) တခုခုအတွက်ပေးထားသည့်အာမခံချက်အသီးသီးသည်နိုင်လုံ၍၊ ၎င်းတို့တွင်ပါရှိသည့်စည်းကမ်းချက်များနှင့်အညီ ၎င်းတို့ကိုအတည်ပြုနိုင်စေရမည်ဖြစ်။ နိုင်ငံတော်သမတ က အဆိုပါစည်းကမ်းချက်များနှင့်အညီအတည်ပြုရန်၊ ဆောင်ရွက်သင့်သည့်ကိစ္စအားလုံးကို ဖြစ်စေ၊ တခုခုကိုဖြစ်စေ ဆောင်ရွက်နိုင်သည်။

ဇယား။

ပြည်ထောင်စု မြန်မာနိုင်ငံနှင့် အပြည်မြည်ဆိုင်ရာ ဖွံ့ဖြိုးလည်ထူထောင်ရေးနှင့် ကြီးပွားရေးဘဏ်တို့ချုပ်ဆိုသော ၁၉၅၆၊ ဇူလိုင်၊ မေလ ၄ ရက်နေ့စွဲပါ ငွေချေးစာချုပ်။

AGREEMENT, dated, May 4, 1956, between THE UNION OF BURMA hereinafter called the Borrower) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank).

ARTICLE I

Loan Regulations ; Special Definitions

SECTION 1.01. The parties to this Loan Agreement accept all the provisions of Loan Regulations No. 3 of the Bank dated February 15, 1955, subject, however, to the modifications thereof set forth in Schedule 3 to this Agreement (said Loan Regulations No. 3 as so modified being hereinafter called the Loan Regulations), with the same force and effect as if they were fully set forth herein.

SECTION 1.02. Except where the context otherwise requires, wherever used in this Agreement or any Schedule to this Agreement the following terms shall have the following meaning :

- (a) The term "Board" means the Union of Burma Railway Board, a body corporate constituted and existing under the laws of the Union of Burma.
- (b) The term "Project Agreement" means the agreement of even date herewith between the Bank and the Board.

ARTICLE II

The Loan

SECTION 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions in this Agreement set forth or referred to, an amount in various currencies equivalent to five million three hundred fifty thousand dollars (\$ 5,350,000).

SECTION 2.02. The Bank shall open a Loan Account on its books in the name of the Borrower and shall credit to such Account the amount of the Loan. The amount of the Loan may be withdrawn from the Loan Account as provided in, and subject to the rights of cancellation and suspension set forth in, the Loan Regulations.

SECTION 2.03. The Borrower shall pay to the Bank a commitment charge at the rate of three-fourths of one per cent ($\frac{3}{4}$ of 1%) per annum on the principal amount of the Loan not so withdrawn from time to time.

SECTION 2.04. The Borrower shall pay interest at the rate of four and three-fourths per cent ($4\frac{3}{4}$ %) per annum on the principal amount of the Loan so withdrawn and outstanding from time to time.

SECTION 2.05. Except as the Borrower and the Bank shall otherwise agree, the charge payable for special commitments entered into by the Bank at the request of the Borrower pursuant to Section 4.02 of the Loan Regulations shall be at the rate of one-half of one per cent ($\frac{1}{2}$ of 1%) per annum on the principal amount of any such special commitments outstanding from time to time.

SECTION 2.06. Interest and other charges shall be payable semi-annually on April 15 and October 15 in each year.

SECTION 2.07. The Borrower shall repay the principal of the Loan in accordance with the amortization schedule set forth in Schedule 1 to this Agreement.

ARTICLE III

Use of proceeds of the Loan

SECTION 3.01. The Borrower shall cause the proceeds of the Loan to be applied exclusively to financing the cost of goods required to carry out the Project described in Schedule 2 to this Agreement. The specific goods to be financed out of the proceeds of the Loan and the methods and procedures for procurement of such goods shall be determined by agreement between the Board and the Bank, subject to modification by further agreement between them.

SECTION 3.02. The Borrower shall cause all goods financed out of the proceeds of the Loan to be used in the territories of the Borrower exclusively in the carrying out of the Project.

ARTICLE IV

Bonds

SECTION 4.01. The Borrower shall execute and deliver Bonds representing the principal amount of the Loan as provided in the Loan Regulations.

SECTION 4.02. The Secretary to the Government of the Union of Burma, Ministry of Finance and Revenue, of the Borrower and such person or persons as he shall appoint in writing are designated as authorized representatives of the Borrower for the purposes of Section 6.12 of the Loan Regulations.

ARTICLE V

Particular Covenants

SECTION 5.01. (a) The Borrower shall cause the Project to be carried out with due diligence and efficiency and in conformity with sound engineering, financial and business practices.

(b) The Borrower shall cause the Board punctually to perform all the covenants and the agreements on its part to be performed pursuant to the Project Agreements, and shall take or cause to be taken all such action as shall be necessary or appropriate in order to enable the Board to perform such covenants and agreements.

(c) The Borrower shall make the proceeds of the Loan available to the Board, on terms and conditions not less favorable than the terms and conditions of the Loan.

SECTION 5.02. (a) The Borrower and the Bank shall co-operate fully to assure that the purposes of the Loan will be accomplished. To that end, each of them shall furnish to the other all such information as 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 and the international balance of payments position of the Borrower.

(b) The Borrower and the Bank shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the Loan and the maintenance of the service thereof. The Borrower shall promptly inform the Bank of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Loan or the maintenance of the service thereof.

(c) The Borrower shall afford all reasonable opportunity for accredited representatives of the Bank to visit any part of the territories of the Borrower for purposes related to the Loan.

SECTION 5.03. It is the mutual intention of the Borrower and the Bank that no other external debt shall enjoy any priority over the Loan by way of a lien on governmental assets. To the end, the Borrower undertakes that, except as the Bank shall otherwise agree, if any lien shall be created on any assets of the Borrower as security for any external debt, such lien will *ipso facto* equally and ratably secure the payment of the principal of, and interest and other charges on, the Loan and the Bonds, and that in the creation of any such lien express provision will be made to that effect, provided, however, that the foregoing provisions of this Section shall not apply to: (i) any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property; (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 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.

The term "assets of the Borrower" as used in this Section includes assets of the Borrower or of any of its political subdivisions or of any agency of the Borrower or of any such political subdivision, including assets of the Union Bank of Burma.

SECTION 5.04. 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 or fees imposed under the laws of the Borrower or laws in effect in its territories; provided, however, that the provisions of this Section shall not apply to taxation of, or fees upon, 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 5.05. The Loan Agreement, the Project Agreement and the Bonds shall be free from any taxes or fees that shall be imposed under the laws of the Borrower or laws in effect in its territories on or in connection with the execution, issue, delivery or registration thereof and the Borrower shall pay all such taxes and fees, if any, imposed under the laws of the country or countries in whose currency the Loan and the Bonds are payable or loss in effect in the territories of such country or countries.

SECTION 5.06. The principal of, and interest and other charges on, the Loan and the Bonds shall be paid free from all restrictions imposed under the laws of the Borrower or laws in effect in its territories.

SECTION 5.07. The Borrower shall satisfy the Bank that adequate arrangements have been made to insure the goods financed with the proceeds of the Loan against risks incident to their purchase and importation into the territories of the Borrower.

ARTICLE VI

Remedies of the Bank

SECTION 6.01. (i) If any event specified in paragraph (a) or paragraph (b) of Section 5.02 of the Loan Regulations shall occur and shall continue for a period of thirty days, or (ii) if any event specified in paragraphs (c) or (d) of Section 5.02 of the Loan Regulations shall occur and shall continue for a period of sixty days after notice thereof shall have been given by the Bank to the Borrower, then at any subsequent time during the continuance thereof, the Bank, at its option, may declare the principal of the Loan and of all the Bonds then outstanding to be due and payable immediately, and upon any such declaration such principal shall become due and payable immediately, anything in this Agreement or in the Bonds to the contrary notwithstanding.

ARTICLE VII

Effective Date ; Termination

SECTION 7.01. The following events are specified as additional conditions to the effectiveness of this Agreement within the meaning of Section 9.01 (a) (ii) of the Loan Regulations :

- (a) that the execution and delivery of the Project Agreement on behalf of the Board shall have been duly authorized or ratified by all necessary corporate and governmental action ;
- (b) that all necessary acts, consents and approvals to authorize the Board to carry out the Project and all necessary rights and powers in connection therewith shall have been performed or given ;
- (c) that the execution and delivery of the letter of even date herewith from the Borrower to the Bank containing undertakings with respect to the provision of funds needed for the carrying out by the Board of its 4-Year Rehabilitation and Development Program, the rate policy of the Burma Railways, and the treatment of the indebtedness of the Board to the Government of the Union of Burma, have been duly authorized or ratified by all necessary governmental action.

SECTION 7.02. The following are specified as additional matters, within the meaning of Section 9.02 (.) of the Loan Regulations, 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 Board and constitutes a valid and binding obligation of the Board in accordance with its terms ;
- (b) that the Board has full power and authority to carry out the Project and has all necessary rights and powers in connection therewith and that all acts, consents and approvals necessary therefor have been duly and validly performed or given ;

(c) that the letter referred to in Section 7.01 (e) of this Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Borrower and that the undertakings therein contained constitute valid and binding obligations of the Borrower in accordance with their terms.

SECTION 7.03. A date 90 days after the date of this Agreement is hereby specified for the purposes of Section 9.04 of the Loan Regulations.

ARTICLE VIII

Miscellaneous

SECTION 8.01. The Closing Date shall be December 31, 1958.

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

For the Borrower :

Secretary to the Government of the Union of Burma,
Ministry of Finance and Revenue,
Rangcon,
Burma.

For the Bank :

International Bank for Reconstruction and Development,
1818 H Street, N.W.,
Washington 25, D.C.,
United States of America.

SECTION 8.03. The Minister for Foreign Affairs of the Borrower is designated for the purposes of Section 8.03 of the Loan Regulations.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Loan Agreement to be signed in their respective names and delivered in the District of Columbia, United States of America, as of the day and year first above written.

THE UNION OF BURMA

By

MAUNG WIN,
Authorized Representative.

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By

E. R. BLACK,
President.

SCHEDULE 1

Amortization Schedule

Date Payment Due.	Payment of Principal (expressed in dollars).	Principal Amount Outstanding After Each Payment (expressed in dollars) *
April 15, 1959	...	5,350,000
October 15, 1959	168,000	5,182,000
April 15, 1960	172,000	5,010,000
October 15, 1960	176,000	4,834,000
April 15, 1961	180,000	4,654,000
October 15, 1961	185,000	4,469,000
April 15, 1962	189,000	4,280,000
October 15, 1962	193,000	4,087,000
April 15, 1963	198,000	3,889,000
October 15, 1963	203,000	3,686,000
April 15, 1964	207,000	3,479,000
October 15, 1964	212,000	3,267,000
April 15, 1965	217,000	3,050,000
October 15, 1965	223,000	2,827,000
April 15, 1966	228,000	2,599,000
October 15, 1966	233,000	2,366,000
April 15, 1967	239,000	2,127,000
October 15, 1967	245,000	1,882,000
April 15, 1968	250,000	1,632,000
October 15, 1968	256,000	1,376,000
April 15, 1969	262,000	1,114,000
October 15, 1969	269,000	845,000
April 15, 1970	275,000	570,000
October 15, 1970	282,000	288,000
April 15, 1971	288,000	...

* To the extent that any part of the Loan is repayable in a currency other than dollars (see Loan Regulations, Section 3.02), the figures in these columns represent dollar equivalents determined as for purposes of withdrawal.

Premiums on Prepayment and Redemption

The following percentages are specified as the premiums payable on repayment in advance of maturity of any part of the principal amount of the Loan pursuant to Section 2.05 (b) of the Loan Regulations or on the redemption of any Bond prior to its maturity pursuant to Section 6.16 of the Loan Regulations :

Time of Prepayment or Redemption.	Premium.
Not more than 5 years before maturity ...	$\frac{1}{2}$ of 1 %
More than 5 years but not more than 10 years before maturity ...	1 %
More than 10 years before maturity ...	2 %

SCHEDULE 2

Description of Project

1. The Project is part of a program of rehabilitation and development being carried out by the Board which is designed to increase the capacity and improve the efficiency of the Burma Railways.

2. The Project consists of the procurement of rolling stock for use in the Railways' operations, and the construction and repair of certain bridges :

- (a) The Board will acquire 750 2-axle boxcars, 75 2-axle hoppers, 100 bogies timber wagons, 150 2-axle open wagons and 100 2-axle timber wagon ordered in 1955. Adequate quantities of spare parts will be bought with the original stock.
- (b) The Board will acquire eight sets of 3-unit diesel rail-cars, each set seating about 260 passengers. All this stock will be operated in suburban services. Adequate quantities of spare parts will be bought with the original stock.
- (c) The Board will build a new steel trestle bridge across the Sittang River about five miles upstream from the site of the previous bridge destroyed during World War II. The structure will be designed to carry both railway trains and motor vehicles, the latter by cantilevers on either side.
- (d) The Board will complete the permanent repair, by installing new steel girders, of about 50 minor bridges with spans ranging from 20 to 150 feet.

3. It is expected that all procurement will be completed by the end of 1958, and that the construction of the Sittang Bridge will be completed by the end of 1959.

SCHEDULE 3

Modifications of Loan Regulations No. 3

For the purposes of this Agreement the provisions of Loan Regulations No. 3 of the Bank, dated February 15, 1955, shall be deemed to be modified as follows :

- (a) by the deletion of paragraph (b) of Section 5.02, and the substitution thereof of the following :
 - “(b) a default shall have occurred in the performance of any covenant or agreement to be performed by the Board pursuant to the Project Agreement.” ;
- (b) by the addition in Section 5.06, after the words “the Loan Agreement”, of the words “and the Project Agreement” ;
- (c) by the addition in Section 6.17, after the words “the Loan Agreement” of the words “or the Project Agreement.” ;
- (d) by the deletion of Section 7.01 and the substitution thereof of the following :
 - “SECTION 7.01. *Enforceability.* The rights and obligations of the Bank, the Borrower and the Board under the Loan Agreement, the Bonds and the Project Agreement shall be valid and enforceable in accordance with their terms notwithstanding the law of any state, or political subdivision thereof, to the contrary. Neither the Bank nor the Borrower nor the Board shall be entitled in any proceeding under this Article to assert any claim that any provision of these Regulations or of the Loan Agreement, the Project Agreement, or the Bonds is invalid or unenforceable because of any provision of the Articles of Agreement of the Bank or for any other reason.”

(e) by the deletion of paragraph 11 of Section 10.01 and the substitution therefor of the following :

' 11. The term 'Project' means the project for which the Loan is granted, as described in the Loan Agreement and as the description thereof shall be amended from time to time by agreement between the Bank and the Board with the concurrence of the Borrower."

ပြည်ထောင်စု မြန်မာနိုင်ငံနှင့် အပြည်ပြည်ဆိုင်ရာ ပြန်လည်ထူထောင်ရေးနှင့်ကြီးပွားရေးဘဏ်တို့ ချုပ်ဆိုသော ၁၉၅၆ ခုနှစ်၊ မေလ ၄ ရက်နေ့စွဲပါအာမခံစာချုပ်။

AGREEMENT, dated May 4, 1956, between THE UNION OF BURMA (hereinafter called the Guarantor) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank).

WHEREAS by an agreement of even date herewith between the Bank and The Commissioners for the Port of Rangoon (hereinafter called the Borrower), which agreement and the schedules therein referred to are hereinafter called the Loan Agreement, the Bank has agreed to make to the Borrower a loan in various currencies in an aggregate principal amount equivalent to fourteen million dollars (\$ 14,000,000), on the terms and conditions set forth in the Loan Agreement, but only on condition that the Guarantor agree to guarantee, on the terms and conditions herein set forth the payment of the principal, interest and other charges on such loan ; and

WHEREAS the Guarantor, in consideration of the Bank's entering into the Loan Agreement with the Borrower, has agreed so to guarantee the payment of the principal, interest and other charges on such loan ;

NOW THEREFORE the parties hereto hereby agree as follows :

ARTICLE I

SECTION 1.01. The parties to this Guarantee Agreement accept all the provisions of Loan Regulations No. 4 of the Bank, dated February 15, 1955, subject, however, to the modification thereof set forth in Schedule 3 to the Loan Agreement (said Loan Regulations No. 4 as so modified being hereinafter called the Loan Regulations), with the same force and effect as if they were fully set forth herein.

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

ARTICLE II

SECTION 2.01. Without limitation or restriction upon any of the other covenants on its part in this Agreement contained, the Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of the principal of, and the interest and other charges on, the Loan, the principal of and interest on the Bonds, and the premium, if any, on the prepayment of the Loan or the redemption of the Bonds, all as set forth in the Loan Agreement and in the Bonds.

SECTION 2.02. Without limitation or restriction upon the provisions of Section 3.06 of this Agreement, the Guarantor specifically undertakes, whenever there is reasonable cause to believe that the funds available to the Borrower will be inadequate to meet the estimated expenditures required for carrying out the Project, to make arrangements, satisfactory to the Bank, promptly to provide the Borrower or cause the Borrower to be provided with such funds as are needed to meet such expenditures.

ARTICLE III

SECTION 3.01. It is the mutual intention of the Guarantor and the Bank that no other external debt shall enjoy any priority over the Loan by way of a lien on governmental assets. To that end, the Guarantor undertakes that, except as the Bank shall otherwise agree, if any lien shall be created on any assets of the Guarantor as security for any external debt, such lien will *ipso facto* equally and ratably secure the payment of the principal of, and interest and other charges on, the Loan and the Bonds, and that in the creation of any such lien express provision will be made to that effect; provided, however, that the foregoing provisions of this Section shall not apply to: (i) any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property; (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 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.

The term "assets of the Guarantor" as used in this Section includes assets of the Guarantor or of any of its political subdivisions or of any agency of the Guarantor or of any such political subdivision, including the Union Bank of Burma.

SECTION 3.02. (a) The Guarantor and the Bank shall co-operate fully to assure that the purposes of the Loan will be accomplished. To that end, each of them shall furnish to the other all such information as it shall reasonably request with regard to the general status of the Loan. On the part of the Guarantor, such information shall include information with respect to financial and economic conditions in the territories of the Guarantor and the international balance of payments position of the Guarantor.

(b) The Guarantor and the Bank shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the Loan and the maintenance of the service thereof. The Guarantor shall promptly inform the Bank of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Loan or the maintenance of the service thereof.

(c) The Guarantor shall afford all reasonable opportunity for accredited representatives of the Bank to visit any part of the territories of the Guarantor for purposes related to the Loan.

SECTION 3.03. The principal of, and interest and other charges on, the Loan and the Bonds shall be paid without deduction for, and free from, any taxes or fees imposed under the laws of the Guarantor or laws in effect in its territories; provided, however, that the provisions of this Section shall not apply to taxation of or fees upon, payments under any Bond to a holder thereof other than the Bank when such Bond is beneficially owned by an individual or corporate resident of the Guarantor.

SECTION 3.04. This Agreement, the Loan Agreement and the Bonds shall be free from any taxes or fees that shall be imposed under the laws of the Guarantor or laws in effect in its territories on or in connection with the execution, issue, delivery or registration thereof.

SECTION 3.05. The principal of, and interest and other charges on, the Loan and the Bonds shall be paid free from all restrictions imposed under the laws of the Guarantor or laws in effect in its territories.

SECTION 3.06. The Guarantor shall take or cause to be taken all action necessary or appropriate to enable, and shall refrain from taking any action which would prevent or materially interfere with, the successful carrying out and operation of the Project, the carrying on by the Borrower of its operations and enterprise in an efficient and businesslike manner and in accordance with sound engineering, financial and business practices, and the performance by the Borrower of all of its covenants, agreements and obligations in the Loan Agreement.

ARTICLE IV

SECTION 4.01. The Guarantor shall endorse, in accordance with the provisions of the Loan Regulations, its guarantee on the Bonds to be executed and delivered by the Borrower. The Secretary to the Government of the Union of Burma, Ministry of Finance and Revenue, of the Guarantor and such person or persons as he shall designate in writing are designated as the authorized representatives of the Guarantor for the purposes of section 6.12 (b) of the Loan Regulations.

SECTION 4.02. For the purposes of the Rangoon Port Act the Loan Agreement, and the Bonds, are recognized by the Guarantor and the Bank to be debentures.

ARTICLE V

SECTION 5.01. The following addresses are specified for the purpose of Section 8.01 of the Loan Regulations :

For the Guarantor :

Secretary to the Government of the Union of Burma,
Ministry of Finance and Revenue,
Rangoon,
Burma.

For the Bank :

International Bank for Reconstruction and Development,
1818 H Street, N.W.,
Washington 25, D.C.,
United States of America.

SECTION 5.02. The Minister for Foreign Affairs of the Guarantor is designated for the purposes of Section 8.03 of the Loan Regulations.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have cause this Guarantee Agreement to be signed in their respective names and delivered in the District of Columbia, United States of America, as of the day and year first above written.

THE UNION OF BURMA

By

MAUNG WIN,

Authorized Representative.

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By

E. R. BLACK,

President

ရန်ကုန် ဆိပ်ကမ်း အုပ်ချုပ်ရေး အဖွဲ့နှင့် အပြည်ပြည်ဆိုင်ရာ ပြန်လည်ထူထောင်ရေးနှင့် ကြီးပွားရေးဘဏ်တို့ ချုပ်ဆိုသော ၁၉၅၆ ခုနှစ်၊ မေလ ၄ ရက်နေ့စွဲပါ ဆိပ်ကမ်းငွေချေးစာချုပ်။

AGREEMENT, dated May 4, 1956, between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank) and THE COMMISSIONERS FOR THE PORT OF RANGOON otherwise known as The Board of Management for the Port of Rangoon (hereinafter called the Borrower), which Agreement for the purposes of the Rangoon Port Act is recognized by the parties hereto to be a debenture.

ARTICLE I

Loan Regulations ; Special Definitions

SECTION 1.01. The parties to this Loan Agreement accept all the provisions of Loan Regulations No. 4 of the Bank, dated February 15, 1955, subject, however, to the modification thereof set forth in Schedule 3 to this Agreement (said Loan Regulations No. 4 as so modified being hereinafter called the Loan Regulations), with the same force and effect as if they were fully set forth herein.

SECTION 1.02. Except where the context otherwise requires, wherever used in this Agreement or any Schedule to this Agreement the term "Rangoon Port Act" means the Rangoon Port Act, 1905 (Burma Act No. IV of 1905) as now in effect and shall mean and include such Act as amended by the Rangoon Port (Amendment) Act, 1954 (Act No. XVI of 1954) if and when the same shall come into force ; and the term "The Commissioners for the Port of Rangoon" means the body corporate constituted under the provisions of the Rangoon Port Act.

ARTICLE II

The Loan

SECTION 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions in this Agreement set forth or referred to, an amount in various currencies equivalent to fourteen million dollars (\$ 14,000,000).

SECTION 2.02. The Bank shall open a Loan Account on its books in the name of the Borrower and shall credit to such Account the amount of the Loan. The amount of the Loan may be withdrawn from the Loan Account as provided in, and subject to the rights of cancellation and suspension set forth in, the Loan Regulations.

SECTION 2.03. The Borrower shall pay to the Bank a commitment charge at the rate of three-fourths of one per cent ($\frac{3}{4}$ of 1 %) per annum on the principal amount of the Loan not so withdrawn from time to time.

SECTION 2.04. The Borrower shall pay interest at the rate of four and three-fourths per cent ($4\frac{3}{4}$ %) per annum on the principal amount of the Loan so withdrawn and outstanding from time to time.

SECTION 2.05. Except as the Bank and the Borrower shall otherwise agree, the charge payable for special commitments entered into by the Bank at the request of the Borrower pursuant to Section 4.02 of the Loan Regulations shall be at the rate of one-half of one per cent ($\frac{1}{2}$ of 1%) per annum on the principal amount of any such special commitments outstanding from time to time.

SECTION 2.06. Interest and other charges shall be payable semi-annually on April 15 and October 15 in each year.

SECTION 2.07. The Borrower shall repay the principal of the Loan in accordance with the amortization schedule set forth in Schedule 1 to this Agreement.

ARTICLE III

Use of proceeds of the Loan

SECTION 3.01. The Borrower shall apply the proceeds of the Loan exclusively to financing the cost of goods required to carry out the Project described in Schedule 2 to this Agreement. The specific goods to be financed out of the proceeds of the Loan and the methods and procedures for procurement of such goods shall be determined by agreement between the Bank and the Borrower, subject to modification by further agreement between them.

SECTION 3.02. The Borrower shall cause all goods financed out of the proceeds of the Loan to be imported into the territories of the Guarantor and there to be used exclusively in the carrying out of the Project.

ARTICLE IV

Bonds

SECTION 4.01. The Borrower shall execute and deliver Bonds representing the principal amount of the Loan as provided in the Loan Regulations, which Bonds shall be deemed to be debentures for the purposes of the Rangoon Port Act.

ARTICLE V

Particular Covenants

SECTION 5.01. (a) The Borrower shall carry out the Project, maintain and operate its properties and carry on its operations with due diligence and efficiency and in conformity with sound engineering, financial and business practices.

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

(c) The Borrower shall maintain records adequate to identify the goods financed out of the proceeds of the Loan, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof) and to reflect in accordance with consistently maintained sound accounting practices the financial condition and operations of the Borrower; shall enable the Bank's representatives to inspect its properties and operations including the sites, works and construction included in the Project, the goods and any relevant records and documents; and shall furnish to the Bank all such information as the Bank shall reasonably request concerning the expenditure of the proceeds of the Loan, the Project, the goods, and the financial condition and operations of the Borrower.

SECTION 5.02. (a) The Bank and the Borrower shall co-operate fully to assure that the purposes of the Loan will be accomplished. To that end, each of them shall furnish to the other all such information as it shall reasonably request with regard to the general status of the Loan.

(b) The Bank and the Borrower shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the Loan and the maintenance of the service thereof. The Borrower shall promptly inform the Bank of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Loan or the maintenance of the service thereof.

SECTION 5.03. The Borrower undertakes that, except as the Bank shall otherwise agree, if any lien shall be created on any assets of the Borrower as security for any debt, such lien will *ipso facto* equally and ratably secure the payment of the principal of, and interest and other charges on, the Loan and the Bonds, and that, except to the extent that such equal and ratable security shall be validly constituted by operation of law, in the creation of any such lien express provision will be made to that effect; provided, however, that the foregoing provisions of this Section shall not apply to: (i) any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property; or (ii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

SECTION 5.04. The Borrower shall pay or cause to be paid all taxes or fees, if any, imposed under the laws of the Guarantor or laws in effect in the territories of the Guarantor on or in connection with the execution, issue, delivery or registration of this Agreement, the Guarantee Agreement or the Bonds, or the payment of principal interest or other charges thereunder; provided, however, that the provisions of this Section shall not apply to taxation of, or fees upon, payments under any Bond to a holder thereof other than the Bank when such Bond is beneficially owned by an individual or corporate resident of the Guarantor.

SECTION 5.05. The Borrower shall pay or cause to be paid all taxes and fees, if any imposed under the laws of the country or countries in whose currency the Loan and the Bonds are payable or laws in effect in the territories of such country or countries on or in connection with the execution, issue, delivery or registration of this Agreement, the Guarantee Agreement or the Bonds.

SECTION 5.06. Except as shall be otherwise agreed between the Bank and the Borrower, the Borrower shall insure or cause to be insured the goods financed with the proceeds of the Loan against risks incident to their purchase and importation into the territories of the Guarantor. Such insurance shall be consistent with sound commercial practice and shall be payable in dollars or in the currency in which the cost of the goods insured thereunder shall be payable.

ARTICLE VI

Remedies of the Bank

SECTION 6.01. (i) If any event specified in paragraph (a), paragraph (b), paragraph (e) or paragraph (f) of Section 5.02 of the Loan Regulations shall occur and shall continue for a period of thirty days, or (ii) if any event specified in paragraph (c) of Section 5.02 of the Loan Regulations shall occur and shall continue for a period of sixty days after notice thereof shall have been given by the Bank, to the Borrower, then at any subsequent time during the continuance thereof, the Bank, at its option, may declare the principal of the Loan and of all the Bonds then outstanding to be due and payable immediately, and upon any such declaration such principal shall become due and payable immediately, anything in this Agreement or in the Bonds to the contrary notwithstanding.

ARTICLE VII

Miscellaneous

SECTION 7.01. The Closing Date shall be December 31, 1959.

SECTION 7.02. The following addresses are specified for the purposes of Section 8.01 of the Loan Regulations :

For the Borrower :

The Commissioners for the Port of Rangoon,
Post Box No. 1,
Rangoon, Burma.

For the Bank :

International Bank for Reconstruction and Development,
1818 H Street, N.W.,
Washington 25, D.C.,
United States of America.

SECTION 7.03. A date 90 days after the date of this Agreement is hereby specified for the purposes of Section 9.04 of the Loan Regulations.

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IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Loan Agreement to be signed in their respective names and delivered in the District of Columbia, United States of America, as of the day and year first above written.

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By

E. R. BLACK,
President.

THE COMMISSIONERS FOR THE PORT OF
RANGOON

By

WIN PE,
Authorized Representative.

SCHEDULE 1

Amortization Schedule

Date Payment Due.	Payment of Principal (expressed in dollars).*	Principal Amount Outstanding After Each Payment (expressed in dollars)*.
October 15, 1959	...	14,000,000
April 15, 1960	... 284,000	13,716,000
October 15, 1960	... 291,000	13,425,000
April 15, 1961	... 298,000	13,127,000
October 15, 1961	... 305,000	12,822,000
April 15, 1962	... 312,000	12,510,000
October 15, 1962	... 320,000	12,190,000
April 15, 1963	... 327,000	11,863,000
October 15, 1963	... 335,000	11,528,000
April 15, 1964	... 343,000	11,185,000
October 15, 1964	... 351,000	10,834,000
April 15, 1965	... 359,000	10,475,000
October 15, 1965	... 368,000	10,107,000
April 15, 1966	... 377,000	9,730,000
October 15, 1966	... 386,000	9,344,000
April 15, 1967	... 395,000	8,949,000
October 15, 1967	... 404,000	8,545,000
April 15, 1968	... 414,000	8,131,000
October 15, 1968	... 424,000	7,707,000
April 15, 1969	... 434,000	7,273,000
October 15, 1969	... 444,000	6,829,000
April 15, 1970	... 455,000	6,374,000
October 15, 1970	... 465,000	5,909,000
April 15, 1971	... 476,000	5,433,000
October 15, 1971	... 488,000	4,945,000
April 15, 1972	... 499,000	4,446,000

Date Payment Due,	Payment of Principal (expressed in dollars).*	Principal Amount Outstanding After Each Payment (expressed in dollars).*
October 15, 1972	512,000	3,934,000
April 15, 1973	523,000	3,411,000
October 15, 1973	536,000	2,875,000
April 15, 1974	548,000	2,327,000
October 15, 1974	562,000	1,765,000
April 15, 1975	575,000	1,190,000
October 15, 1975	588,000	602,000
April 15, 1976	602,000	...

* To the extent that any part of the Loan is repayable in a currency other than dollars (see Loan Regulations, Section 3.02) the figures in these columns represent dollar equivalents determined as for purposes of withdrawal.

Premiums on Prepayment and Redemption

The following percentages are specified as the premiums payable on repayment in advance of maturity of any part of the principal amount of the Loan pursuant to Section 2.05 (b) of the Loan Regulations or on the redemption of any Bond prior to its maturity pursuant to Section 6.16 of the Loan Regulations :

Time of Prepayment or Redemption,	Premium.
Not more than 5 years before maturity ...	$\frac{1}{2}$ of 1%
More than 5 years but not more than 10 years before maturity ...	1%
More than 10 years but not more than 15 years before maturity ...	1 $\frac{3}{4}$ %
More than 15 years before maturity ...	2 $\frac{1}{2}$ %

SCHEDULE 2

Description of the Project

The Project consists of the reconstruction of three general cargo berths in the Port of Rangoon, the construction of storage facilities for these berths and of roads and tracks, and the acquisition of various types of cargo handling and floating equipment.

(A) General cargo berths :

Berths 5 through 7 of the Sule Pagoda Wharf will be reconstructed as a reinforced concrete, open pile structure with a total length of about 1,570 feet.

(B) *Storage facilities :*

Storage facilities for the berths referred to in Item A above will be constructed consisting of three transit sheds, one shed for general cargo storage, one shed for zinc exports, and one depot and maintenance shop for cargo handling equipment. All buildings will be steel framed structures with brick walls, and their total floor area will be about 580,000 square feet. Open storage for lead exports will also be provided. The necessary service facilities, such as facilities for electricity and fire prevention, will be installed.

(C) *Cargo handling equipment :*

Cargo handling equipment will be acquired for use at the existing general cargo berths at the Sule Pagoda and Brooking Street Wharves, and at the berths referred to in Item A above. This equipment will consist of tractors, trailers, fork lift trucks, cranes, platform trucks and porter trucks.

(D) *Roads and tracks :*

Roads, railway tracks and crane tracks will be constructed to serve the berths and storage areas referred to in Items A and B above.

(E) *Floating equipment :*

One suction dredger, one bucket dredger, two hopper barges, one fire float, one combined salvage and port tug, two diesel tugs, one buoy vessel, one light vessel, one pilot vessel, and a number of mooring units will be acquired for use in connection with the operations of the Port.

It is expected that the Project will be completed by the end of 1959.

SCHEDULE 3

Modification of Loan Regulations No. 4

For the purposes of this Agreement the provisions of Loan Regulations No. 4 of the Bank, dated February 15, 1955, shall be deemed to be modified as follows :

By the deletion of paragraph (a) of Section 6.12 and the substitution therefor of the following :

“(a) The Bonds, and coupons attached to coupon Bonds, shall be executed in the name and on behalf of the Borrower by its authorized representative or representatives. If any authorized representative of the Borrower whose manual or facsimile signature shall be affixed to any Bond or coupon shall cease to be such authorized representative, such Bond or coupon may nevertheless be delivered, and shall be valid and binding on the Borrower, as though the person whose manual or facsimile signature shall have been affixed to such Bond or coupon had not ceased to be such authorized representative.”