

CONFORMED COPY

INTERIM FUND CREDIT NUMBER N032-0 BOS

Interim Fund Development Credit Agreement

(Second Emergency Transport Reconstruction Project)

between

BOSNIA AND HERZEGOVINA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION as Administrator of the interim trust fund established with funds contributed by certain members of the International Development Association pursuant to Resolution No. IDA 184 of the Board of Governors of the International Development Association

Dated September 12, 1997

INTERIM FUND CREDIT NUMBER N032-0 BOS

INTERIM FUND DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated September 12, 1997, between BOSNIA AND HERZEGOVINA (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association) as administrator (the Administrator) of the interim trust fund (Interim Fund) established with funds contributed by certain members of the Association pursuant to Resolution No. IDA 184 (the Interim Fund Resolution) of the Board of Governors of the Association, adopted on June 26, 1996.

WHEREAS (A) by the Interim Fund Resolution the Interim Fund has been established, constituted of the funds contributed by certain members of the Association and administered by the Association acting as Administrator of the Interim Fund, in accordance with the provisions of the Interim Fund Resolution;

(B) the Administrator has received a letter dated August 4, 1997, from the Borrower, and a letter dated August 13, 1997, from Republika Srpska describing a program of actions, objectives and policies designed to achieve structural adjustment of the economy of Republika Srpska (hereinafter called the Program) and declaring the Borrower's commitment to the execution of the Program;

(B) the Borrower, having satisfied itself (C) the Borrower and Republika Srpska, having satisfied themselves as to the feasibility and priority of the Program, and the Borrower, the Federation of Bosnia and Herzegovina and Republika Srpska having committed themselves to the execution of the Project described in Schedule 2 to this Agreement, has requested the Administrator to assist in the financing of the Program and the Project through the provision of resources from the Interim Fund, and the Administrator has determined that such assistance would be in accordance with the

provisions of the Interim Fund Resolution;

(C) the Project will be carried out by the Federation of Bosnia and Herzegovina and Republika Srpska (the Entities) with the Borrower's assistance and, as part of such assistance, the Borrower will make available to each of the Entities the proceeds of the Credit as provided in this Agreement; and

WHEREAS the Administrator has agreed, on the basis, inter alia, of the foregoing, to extend the Interim Fund Credit to the Borrower upon the terms and conditions set forth in this Agreement and in the Project Agreements between the Administrator and the Entities;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. The "General Conditions Applicable to Development Credit Agreements" of the Association, dated January 1, 1985, with the modifications set forth below (the General Conditions) constitute an integral part of this Agreement:

(a) The term "Association", wherever used in the General Conditions, means the International Development Association acting as Administrator of the Interim Fund referred to in the Preamble to the Interim Fund Development Credit Agreement;

(b) The terms "Development Credit Agreement", "Credit" and "Credit Account", wherever used in the General Conditions, are amended to read "Interim Fund Development Credit Agreement", "Interim Fund Credit" and "Interim Fund Credit Account", respectively;

(c) Section 2.01, paragraph 9, is modified to read:

" 'Project' means the project described in Schedule 2 to the Credit Agreement."

(d) A new paragraph, numbered 15, is added to Section 2.01 to read as follows:

"15. "Participating Country" means any country that meets the requirements set forth in Section 5 (e) of Resolution No. IDA 184 of the Board of Governors of the Association, adopted on June 26, 1996, as determined by the Administrator as of the date on which the Interim Fund Credit was approved pursuant to Section 5 (c) of said Resolution; and "Participating Countries" means, collectively, all such countries;"

(e) In Section 2.01, a new paragraph 16 is added to read:

" 'Program' means the program referred to in the Preamble to the Credit Agreement."

(f) The last sentence of Section 3.02 is deleted.

(g) Section 4.01 is modified to read:

"Except as the Association and the Borrower shall otherwise agree, withdrawals from the Interim Fund Credit Account: (a) in respect of Portion A of the Credit shall be made in the respective currencies in which the expenditures to be financed out of the proceeds of Portion A of the Interim Fund Credit have been paid or are payable; provided, however, that withdrawals in respect of expenditures in the currency of the member of the Association which is the Borrower or the Guarantor shall be made in such currency or currencies as the Association shall from time to time reasonably select; and (b) in respect of Portion B of the Interim Fund Credit shall be made in the currency of the deposit account or accounts specified in Section 2.03 (b) of the Interim Fund Credit Agreement."

(h) The second sentence of Section 5.01 is modified to read:

"Except as the Administrator and the Borrower shall otherwise agree, no withdrawals shall be made: (a) on account of expenditures in the territories of any country which is not a Participating Country or for goods produced in, or

services supplied from, such territories; or (b) for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Administrator, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations."

(i) In Sections 6.02 and 7.01 of the General Conditions, the term "Association" shall also mean the International Development Association acting in its own capacity.

(j) Section 6.03 is modified to read as follows:

"Section 6.03. Cancellation by the Administrator. If (a) the right of the Borrower to make withdrawals from the Interim Fund Credit Account shall have been suspended with respect to any amount of the Interim Fund Credit for a continuous period of thirty (30) days, or (b) at any time, the Administrator determines, after consultation with the Borrower, that an amount of the Interim Fund Credit will not be required to finance the Project's costs to be financed out of the proceeds of the Interim Fund Credit, or (c) at any time the Administrator determines, with respect to any contract to be financed out of the proceeds of the Interim Fund Credit, that corrupt or fraudulent practices were engaged in by representatives of the Borrower or of a beneficiary of the Interim Fund Credit during the procurement or the execution of such contract, without the Borrower having taken timely and appropriate action satisfactory to the Administrator to remedy the situation, and establishes the amount of expenditures in respect of such contract which would otherwise have been eligible for financing out of the proceeds of the Interim Fund Credit, or (d) at any time, the Administrator determines that the procurement of any contract to be financed out of the proceeds of the Interim Fund Credit is inconsistent with the procedures set forth or referred to in the Interim Fund Development Credit Agreement and establishes the amount of expenditures in respect of such contract which would otherwise have been eligible for financing out of the proceeds of the Interim Fund Credit, or (e) after the Closing Date, an amount of the Interim Fund Credit shall remain unwithdrawn from the Interim Fund Credit Account, the Administrator may, by notice to the Borrower, terminate the right of the Borrower to make withdrawals with respect to such amount. Upon the giving of such notice, such amount of the Interim Fund Credit shall be cancelled."

(k) Section 9.06 (c) shall be modified to read:

"(c) Not later than six (6) months after the Closing Date or such later date as may be agreed for this purpose between the Borrower and the Administrator, the Borrower shall prepare and furnish to the Administrator a report, of such scope and in such detail as the Administrator shall reasonably request, on the execution of the Program and the Project, the performance by the Borrower and the Association of their respective obligations under the Interim Fund Credit Agreement and the accomplishment of the purposes of the Interim Fund Credit."

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

(a) "Deposit Accounts" means the account or accounts referred to in Section 2.03(b) of this Agreement;

(b) "Entity" means either the Federation of Bosnia and Herzegovina or Republika Srpska, as the case may be, and "Entities" means the Federation of Bosnia and Herzegovina and Republika Srpska, collectively;

(c) "Federation" means the Federation of Bosnia and Herzegovina, a political sub-division of the Borrower, and includes any successor or successors thereto;

(d) "Federation Project Agreement" means the agreement to be entered into between the Administrator and the Federation, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental thereto;

(e) "Federation Special Account" means the account referred to in Section 2.02 (b) of this Agreement;

(f) "Mines" means landmines and includes explosive items such as bombs, booby traps, munitions and unexploded ordnance of any kind;

(g) "PID" means either Project Implementation Directorate established in the Ministry of Transport and Communications of the Federation and the Ministry of Traffic and Communications of Republika Srpska;

(h) "PMAU" means the Procurement Monitoring and Audit Unit of the Borrower established to monitor and audit procurement activities under projects financed, co-financed or administered by the Administrator, the Association and the Bank in the territories of the Borrower;

(i) "Project Agreement" means either the Federation Project Agreement or the Republika Srpska Project Agreement, as the case may be, and "Project Agreements" means such project agreements, collectively;

(j) "Republika Srpska" means Republika Srpska, a political subdivision of the Borrower, and includes any successor or successors thereto;

(k) "Republika Srpska Project Agreement" means the agreement to be entered into between the Administrator and Republika Srpska, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental thereto;

(l) "Republika Srpska Special Account" means the account referred to in Section 2.02 (b) of this Agreement;

(m) "Special Accounts" means the Federation Special Account and the Republika Srpska Special Account, collectively;

(n) "Subsidiary Credit" means a credit provided under a Subsidiary Credit Agreement; and

(o) "Subsidiary Credit Agreement" means either agreement to be entered into between the Borrower and each Entity, pursuant to Section 3.01 (b) of this Agreement, as the same agreement may be amended from time to time, and such term includes all schedules supplemental to each Subsidiary Credit Agreement and "Subsidiary Credit Agreements" means such agreements, collectively.

ARTICLE II

The Interim Fund Credit

Section 2.01. The Administrator agrees to lend to the Borrower, on the terms and conditions set forth or referred to in the Interim Fund Development Credit Agreement, an amount in various currencies equivalent to twenty-eight million two hundred ten thousand Special Drawing Rights (SDR 28,210,000) consisting of two portions as follows: (i) Portion A in the amount in various currencies equivalent to twenty-one million seven hundred thousand Special Drawing Rights (SDR 21,700,000); and (ii) Portion B in the amount in various currencies equivalent to six million five hundred ten thousand Special Drawing Rights (SDR 6,510,000).

Section 2.02. (a) The amount of the Interim Fund Credit proceeds of Portion A may be withdrawn from the Interim Fund Credit Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Administrator shall so agree, to be made) in respect of the reasonable cost of goods and services required for the Project described in Schedule 2 to this Agreement and to be financed out of the proceeds of the Interim Fund Credit.

(b) The Borrower may, for the purposes of the Project Portion A, open and maintain in Dollars two separate special deposit accounts (the Federation Special Account and the Republika Srpska Special Account) in a commercial bank on terms and conditions satisfactory to the Administrator, including appropriate protection against set-off, seizure or attachment. Deposits into, and payments out of, the Special Accounts shall be made in accordance with the provisions of Schedule 3 to this Agreement.

Section 2.03. For purposes of Portion B:

(a) Subject to the provisions of sub-paragraphs (b) and (c) of this Section and Schedule 1 to this Agreement, the Borrower shall be entitled to withdraw the proceeds of Portion B from the Interim Fund Credit Account in support of the Program.

(b) the Borrower shall open, prior to furnishing to the Administrator the first request for withdrawal from the Interim Fund Credit Account, and thereafter maintain in a commercial bank, a deposit account or accounts (Deposit Accounts) in Dollars, on terms and conditions satisfactory to the Administrator, including appropriate protection against set-off, seizure and attachment. All the proceeds of Portion B from the Interim Fund Credit Account shall be deposited by the Administrator into the Deposit Accounts.

(c) The Borrower undertakes that the proceeds of Portion B shall not be used to finance expenditures excluded pursuant to the provisions of paragraph 5 of Schedule 1 to this Agreement. If at any time the Administrator shall have determined, based on evidence satisfactory to the Administrator, and after an exchange of views with the Borrower, that any proceeds of Portion B shall have been used to make a payment for an expenditure so excluded, the Borrower shall, promptly upon notice from the Administrator: (i) deposit into the Deposit Accounts, as the Administrator requests, an amount equal to the amount of said payment; or (ii) if the Administrator shall so request, refund such amount to the Administrator. Amounts refunded to the Administrator upon such request shall be credited to the Interim Fund Credit Account for cancellation.

Section 2.04. The Closing Date shall be June 30, 2000, or such later date as the Administrator shall establish. The Administrator shall promptly notify the Borrower of such later date.

Section 2.05. (a) The Borrower shall pay to the Association a commitment charge on the principal amount of the Interim Fund Credit not withdrawn from time to time at a rate to be set by the Association as of June 30 of each year, but not to exceed the rate of one-half of one percent (1/2 of 1%) per annum.

(b) The commitment charge shall accrue: (i) from the date sixty (60) days after the date of this Agreement (the accrual date) to the respective dates on which amounts shall be withdrawn by the Borrower from the Interim Fund Credit Account or cancelled; and (ii) at the rate set as of the June 30 immediately preceding the accrual date and at such other rates as may be set from time to time thereafter pursuant to paragraph (a) above. The rate set as of June 30 in each year shall be applied from the next date in that year specified in Section 2.07 of this Agreement.

(c) The commitment charge shall be paid: (i) at such places as the Association shall reasonably request; (ii) without restrictions of any kind imposed by, or in the territory of, the Borrower; and (iii) in the currency specified in this Agreement for the purposes of Section 4.02 of the General Conditions or in such other eligible currency or currencies as may from time to time be designated or selected pursuant to the provisions of that Section.

Section 2.06. The Borrower shall pay to the Association a service charge at the rate of three-fourths of one percent (3/4 of 1%) per annum on the principal amount of the Interim Fund Credit withdrawn and outstanding from time to time.

Section 2.07. Commitment charges and service charges shall be payable semiannually on April 15 and October 15, in each year.

Section 2.08. (a) Subject to paragraphs (b), (c) and (d) below, the Borrower shall repay the principal amount of the Interim Fund Credit in semiannual installments payable on each April 15 and October 15, commencing October 15, 2007 and ending April 15, 2032. Each installment to and including the installment payable on April 15, 2017 shall be one and one-fourth percent (1-1/4%) of such principal amount, and each installment thereafter shall be two and one-half percent (2-1/2%) of such principal amount.

(b) Whenever: (i) the Borrower's per capita gross national product (GNP), as determined by the Association, shall have exceeded for three consecutive years the level established annually by the Association for determining eligibility to access the Association's resources; and (ii) the Bank shall consider the Borrower creditworthy for Bank lending, the Administrator may, subsequent to the review and approval thereof by the Executive Directors of the Association and after due consideration by the Administrator of the development of the Borrower's economy, modify the repayment of installments under paragraph (a) above by: (A) requiring the Borrower to repay twice the amount of each such installment not yet due until the principal amount of the Interim Fund Credit shall have been repaid; and (B) requiring the Borrower to commence repayment of the principal amount of the Interim Fund Credit as of the first semiannual payment date referred to in paragraph (a) above falling six

(6) months or more after the date on which the Administrator notifies the Borrower that the events set out in this paragraph (b) have occurred, provided, however, that there shall be a grace period of a minimum of five (5) years on such repayment of principal.

(c) If so requested by the Borrower, the Administrator may revise the modification referred to in paragraph (b) above to include, in lieu of some or all of the increase in the amounts of such installments, the payment of interest at an annual rate agreed with the Administrator on the principal amount of the Interim Fund Credit withdrawn and outstanding from time to time, provided that, in the judgment of the Administrator, such revision shall not change the grant element obtained under the above-mentioned repayment modification.

(d) If, at any time after a modification of terms pursuant to paragraph (b) above, the Association determines that the Borrower's economic condition has deteriorated significantly, the Administrator may, if so requested by the Borrower, further modify the terms of repayment to conform to the schedule of installments as provided in paragraph (a) above.

Section 2.09. The currency of the United States of America is hereby specified for the purposes of Section 4.02 of the General Conditions.

ARTICLE III

Execution of the Project Particular Covenants

Section 3.01. (a) The Borrower, having committed itself to the execution of the Program, declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement, and, to this end, without any limitation or restriction upon any of its other obligations under the Interim Fund Development Credit Agreement, shall cause the Entities to perform in accordance with the provisions of the Project Agreements all of the obligations of the Entities therein set forth, shall take and cause to be taken all action, including the provision of funds, facilities, services and other resources, necessary or appropriate to enable the Entities to perform such obligations, and shall not take or permit to be taken any action which would prevent or interfere with such performance.

(b) The Borrower shall relend the proceeds of the Interim Fund Credit to the Federation and Republika Srpska for purposes of the Project and to Republika Srpska for purposes of the Program under separate subsidiary credit agreements to be entered into between the Borrower and the Federation and the Borrower and Republika Srpska in accordance with the provisions of Schedule 4 to this Agreement.

(c) The Borrower shall exercise its rights under the Subsidiary Credit Agreements in such a manner as to protect the interests of the Borrower and the Administrator and to accomplish the purposes of the Interim Fund Credit, and, except as the Administrator shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Credit Agreements or any provision thereof.

Section 3.02. Except as the Administrator shall otherwise agree, procurement of the goods, works and consultants' services required for the Project and to be financed out of the proceeds of the Interim Fund Credit shall be governed by the provisions of the Schedules to the Project Agreements.

Section 3.03. The Borrower and the Association hereby agree that the obligations set forth in Sections 9.03, 9.04, 9.05, 9.06, 9.07 and 9.08 of the General Conditions (relating to insurance, use of goods and services, plans and schedules, records and reports, maintenance and land acquisition, respectively) in respect of the Project shall be carried out by the Entities pursuant to Section 2.04 of the respective Project Agreements.

Section 3.04. (a) The Borrower and the Administrator shall from time to time, at the request of either party, exchange views on the progress achieved in carrying out the Program.

(b) Prior to each such exchange of views, the Borrower shall furnish to the Administrator for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Administrator shall reasonably request.

(c) Without limitation upon the provisions of paragraph (a) of this Section, the Borrower shall exchange views with the Administrator on any proposed action to be taken after the disbursement of the Interim Fund Credit which would have the effect of

materially reversing the objectives of the Program, or any action taken under the Program.

ARTICLE IV

Financial Covenants

Section 4.01. (a) For all expenditures financed out of the proceeds of Portion A with respect to which withdrawals from the Interim Fund Credit Account were made on the basis of statements of expenditure, the Borrower shall:

- (i) maintain or cause to be maintained, in accordance with sound accounting practices, records and accounts reflecting such expenditures;
- (ii) ensure that all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures are retained until at least one year after the Administrator has received the audit report for the fiscal year in which the last withdrawal from the Interim Fund Credit Account was made; and
- (iii) enable the Administrator's representatives to examine such records.

(b) The Borrower shall:

- (i) have the records and accounts referred to in paragraph (a) (i) of this Section including those for the Special Accounts for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Administrator, who shall be employed by November 15, 1997, on terms and conditions satisfactory to the Administrator;
- (ii) furnish to the Administrator as soon as available, but in any case not later than six (6) months after the end of each such year, the report of such audit by said auditors of such scope and in such detail as the Administrator shall have reasonably requested including a separate opinion by said auditors as to whether the statements of expenditure submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related withdrawals; and
- (iii) furnish to the Administrator such other information concerning said records and accounts and the audit thereof as the Administrator shall from time to time reasonably request.

Section 4.02. Upon the Administrator's request, the Borrower shall:

- (a) have the Deposit Accounts referred to in paragraph (b) of Section 2.03 of this Agreement audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Administrator;
- (b) furnish to the Administrator as soon as available, but in any case not later than six (6) months after the date of the Administrator's request for such audit, a certified copy of the report of such audit by said auditors, of such scope and in such detail as the Administrator shall have reasonably requested; and
- (c) furnish to the Administrator such other information concerning said Deposit Accounts and the audit thereof as the Administrator shall have reasonably requested.

ARTICLE V

Remedies of the Association

Section 5.01. Pursuant to Section 6.02 (h) of the General Conditions, the following additional events are specified:

- (a) either Entity shall have failed to perform any of its obligations under its respective Project Agreement;

(b) as a result of events which have occurred after the date of the Interim Fund Development Credit Agreement, an extraordinary situation shall have arisen which shall make it improbable that either Entity shall be able to perform its obligations under its respective Project Agreement; and

(c) the development activity for which the land or facilities has or have been cleared of Mines under the Project is, in the sole opinion of the Administrator, jeopardized by laying down new Mines anywhere in the territory of the Borrower.; and

(d) a situation has arisen which shall make it improbable that the Program, or a significant part thereof, will be carried out.

Section 5.02. Pursuant to Section 7.01 (d) of the General Conditions, the following additional event is specified, namely, that the event specified in paragraph (a) of Section 5.01 of this Agreement shall occur and shall continue for a period of sixty (60) days after notice thereof shall have been given by the Administrator.

ARTICLE VI

Effective Date; Termination;
Designation of Administrator

Section 6.01. The following event is specified as an additional condition to the effectiveness of the Interim Fund Development Credit Agreement within the meaning of Section 12.01 (b) of the General Conditions, namely, that a Project Agreement and the corresponding Subsidiary Credit Agreement have been executed on behalf of the Administrator and an Entity and the Borrower and such Entity, with terms and conditions satisfactory to the Administrator.

Section 6.02. The following are specified as additional matters, within the meaning of Section 12.02 (b) of the General Conditions, to be included in the opinion or opinions to be furnished to the Administrator:

(a) the Project Agreement referred to in Section 6.01 has been duly authorized or ratified by the Entity concerned and is legally binding on such Entity in accordance with its terms; and

(b) a Subsidiary Credit Agreement has been duly authorized or ratified by the Borrower and such Entity and is legally binding on the Borrower and such Entity in accordance with its terms.

Section 6.03. The date ninety (90) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

Section 6.04. The obligations of the Borrower under Article III of this Agreement shall cease and determine on the date on which the Interim Fund Development Credit Agreement shall terminate or on the date twenty (20) years after the date of this Agreement, whichever shall be the earlier.

Section 6.05. In the event that the Executive Directors of the Association decide to terminate the functions of the Association as administrator of the Interim Fund pursuant to Section 7 of the Interim Fund Resolution, all of the rights and obligations of the Administrator under this Agreement shall be assumed by the Association in accordance with the Interim Fund Resolution and such decision of said Executive Directors, as of a date to be notified by the Administrator to the Borrower.

ARTICLE VII

Representative of the Borrower; Addresses

Section 7.01. The Minister of Foreign Trade and Economic Relations of the Borrower 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:

Ministry of Foreign Trade
and Economic Relations

Musala 9
71000 Sarajevo
Bosnia and Herzegovina

For the Association and the Administrator:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:

INDEVAS
Washington, D.C.

Telex:

248423 (MCI) or
64145 (MCI)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in Sarajevo, Bosnia and Herzegovina, as of the day and year first above written.

BOSNIA AND HERZEGOVINA

By /s/ A. Izetbegovic
/s/ K. Zubak
/s/ M. Krajisnik

Authorized Representatives

INTERNATIONAL DEVELOPMENT ASSOCIATION
as Administrator of the interim trust fund established with
funds contributed by certain members of the
International Development Association pursuant to
Resolution No. IDA 184 of the Board of Governors of
the International Development Association

By /s/ R. O'Sullivan

Authorized Representative

SCHEDULE 1

Withdrawal of the Proceeds of the Interim Fund Credit

1. The table below sets forth the Categories of items to be financed out of the proceeds of the Interim Fund Credit, the allocation of the amounts to the Project and the Program by categories corresponding to Portions A and B of the Interim Fund Credit to each Category and, in respect of the Project, establishes sub-categories of items required for the execution of the Project, together with the percentage of expenditures for items so to be financed in each Category: such items in each such sub-category to be financed out of the proceeds of Portion A:

Category	Amount of the Interim Fund Credit Allocated (Expressed in SDR Equivalent)	% of Expenditures to be Financed
A. Expenditures for the Project to be financed out of the proceeds of Portion A of the Interim Fund Credit		
(1) Works		90%

(a)	under Part A.1 of the Project	7,080,000	
(b)	under Part A.2 (i) of the Project	4,200,000	
(c)	under Part A.2 (ii) of the Project	3,060,000	
(d)	under Part B.1 of the Project	1,580,000	
(e)	under Part B.2 of the Project	810,000	
(f)	under Part E.1 of the Project	40,000	
(g)	under Part E.2 (i) of the Project	30,000	
(h)	under Part E.2 (ii) of the Project	10,000	
(2)	Goods under Part C of the Project	780,000	100% of foreign expenditures, 100% of local (ex-factory cost) and 85% of local expenditures for other items procured locally
expenditures			
(3)	Consultants' services		100%
(a)	under Part D.1 of of the Project	780,000	
(b)	under Part D.2 (i) of the Project	430,000	
(c)	under Part D.2 (ii) of the Project	280,000	
(4)	Incremental operating costs		100%
(a)	incurred by the Federation	110,000	
(b)	incurred by Republika Srpska	110,000	
(b)	incurred by Republika Srpska	110,000	
(5)	Unallocated		
(a)	for expenditures under 1,350,000 under Parts A.1, B.1, D.1 and E.1 of the Project		
(b)	for expenditures under Parts A.2, B.2, C, D.2 and E.2 of the Project	1,050,000	
TOTAL		21,700,000	

B. Portion B of the Interim Fund Credit	6,510,000
TOTAL	28,210,000

2. For the purposes of this Schedule:

(a) the term "foreign expenditures" means expenditures in the currency of any country other than that of the Borrower for goods or services supplied from the territory of any country other than that of the Borrower;

(b) the term "local expenditures" means expenditures in the currency of the Borrower or for goods or services supplied from the territory of the Borrower; provided, however, that if the currency of the Borrower is also that of another country from the territory of which goods or services are supplied, expenditures in such currency for such goods or services shall be deemed to be "foreign expenditures"; and

(c) the term "incremental operating costs" means the costs incurred by the Federation and Republika Srpska on account of the Project for staff salaries, office facilities, services, staff travel and consumable office supplies as may be agreed by the Administrator.

3. (i) Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of payments made for expenditures under Portion A (Category A of the table set forth in paragraph 1 of this Schedule): (a) prior to the date of this Agreement; and (b) unless: (i) a Project Agreement between the Administrator and the Entity responsible for implementing its respective parts of the Project has been executed; (ii) a Subsidiary Credit Agreement between the Borrower and such Entity has been executed with terms and conditions satisfactory to the Administrator; and (iii) an opinion has been furnished to the Administrator stating that such Project Agreement and Subsidiary Credit Agreement have been duly authorized or ratified by the parties thereto and are legally binding with their terms.

(ii) Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of Portion B (Category B of the table set forth in paragraph 1 of this Schedule): (a) prior to the date of this Agreement; and (b) unless: (i) the Republika Srpska Project Agreement between the Administrator and Republika Srpska has been executed; (ii) the Subsidiary Credit Agreement between the Borrower and Republika Srpska has been executed with terms and conditions satisfactory to the Administrator; and (iii) an opinion has been furnished to the Administrator stating that such Republika Srpska Project Agreement and Subsidiary Credit Agreement have been duly authorized or ratified by the parties thereto and are legally binding with their terms.

4. The Administrator may require withdrawals of Portion A (Category A of the table set forth in paragraph 1 of this Schedule) from the Interim Fund Credit Account to be made on the basis of statements of expenditure for: (a) expenditures for works under contracts not exceeding \$2,000,000 equivalent each, except for the first contract to be awarded in accordance with the provisions of Section I, Part C.1 of the Schedule to each Project Agreement; (b) expenditures for goods under contracts not exceeding \$500,000 equivalent each; (c) incremental operating costs; (d) contracts for employment of consulting firms not exceeding \$100,000 equivalent each; and (e) contracts for employment of individual consultants not exceeding \$50,000 equivalent each, under such terms and conditions as the Administrator shall specify by notice to the Borrower.

5. For purposes of Section 2.03 (c) of this Agreement, the proceeds of Portion B shall not be used to finance the following expenditures:

(a) expenditures in the currency of the Borrower or for goods or services supplied from the territory of the Borrower;

(b) expenditures for goods or services supplied under a contract which any national or international financing institution or agency other than the Administrator shall have financed or agreed to finance, or which the Administrator shall have financed or agreed to finance under another loan;

(c) expenditures for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev. 3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or sub-groups under future revisions to the SITC, as

designated by the Administrator by notice to the Borrower:

Group	Subgroup	Description of Items
112	--	Alcoholic beverages
121	--	Tobacco, unmanufactured, tobacco refuse
122	--	Tobacco, manufactured (whether or not containing tobacco substitutes)
525	--	Radioactive and associated materials
667	--	Pearls, precious and semiprecious stones, unworked or worked
718	718.70	Nuclear reactors, and parts thereof, fuel elements (cartridges), non-irradiated for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.30	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971	--	Gold, non-monetary (excluding gold ores and concentrates)

(d) expenditures for goods intended for a military or paramilitary purpose or for luxury consumption;

(e) expenditures for environmentally hazardous goods (for purposes of this paragraph the term "environmentally hazardous goods" means goods, the manufacture, use or import of which is prohibited under the laws of the Borrower or international agreements to which the Borrower is a party); and

(f) expenditures under a contract in respect of which the Administrator determines that corrupt or fraudulent practices were engaged in by representatives of the Borrower or for a beneficiary of the Interim Fund Credit during the procurement or execution of such contract, without the Borrower having taken timely and appropriate action satisfactory to the Administrator to remedy the situation.

SCHEDULE 2

Description of the Project

The objective of the Project is to assist the Borrower in continuing rehabilitating and maintaining national high priority links and services in the Borrower's transport system.

The Project consists of the following parts, subject to such modifications thereof as the Borrower and the Administrator may agree upon from time to time to achieve such objectives:

Part A: Roads

1. Rehabilitation and maintenance of about eighty-five (85) km of high priority road sections in the Federation.

2. Rehabilitation and maintenance of: (i) about forty-two (42) km of high priority road sections in Republika Srpska, other than in the municipality of Brcko; and (ii) about thirty (30) km of high priority road sections in the municipality of Brcko.

Part B: Bridges

1. Rehabilitation of three high priority bridges in the Federation.
2. Rehabilitation of two high priority bridges in Republika Srpska.

Part C: Equipment

Provision of sixteen (16) ton trucks to Republika Srpska for construction and maintenance works.

Part D: Technical Assistance

1. Provision of consultants' services to assist the Federation with Project road and bridge design and construction supervision.
2. Provision of consultants' services to assist Republika Srpska with Project road and bridge design and construction supervision: (i) in Republika Srpska, other than in the municipality of Brcko; and (ii) in the municipality of Brcko.

Part E: Mine Clearing

1. Clearing of mines from Project sites relating to the rehabilitation of roads and bridges under Parts A.1 and B.1 of this Schedule.
2. Clearing of mines from Project sites relating to the rehabilitation of roads and bridges: (i) under Parts A.2 (i) and B.2 of this Schedule; and (ii) under Part A.2 (ii) of this Schedule.

* * *

The Project is expected to be completed by December 31, 1999.

SCHEDULE 3

Special Accounts

1. For the purposes of this Schedule:

(a) the term "eligible Categories" means Categories A (1) (a), (d) and (f), A (3) (a), and A (4) (a) set forth in the table in paragraph 1 of Schedule 1 to this Agreement in respect of the Federation Special Account and Categories A (1) (b), (c), (e), (g) and (h), A (2), A (3) (b) and (c), and A (4) (b) set forth in said table in respect of the Republika Srpska Special Account;

(b) the term "eligible expenditures" means expenditures in respect of the reasonable cost of goods, works and services required for the Project and to be financed out of the proceeds of the Interim Fund Credit allocated from time to time to the eligible Categories in accordance with the provisions of Schedule 1 to this Agreement; and

(c) the term "Authorized Allocation" means an amount equivalent to \$2,000,000 in respect of the Federation Special Account for Parts A.1, B.1, D.1 and E.1 of the Project and an amount equivalent to \$2,000,000 in respect of the Republika Srpska Special Account for Parts A.2, B.2, C, D.2 and E.2 thereof, to be withdrawn from the Interim Fund Credit Account and deposited into the respective Special Account pursuant to paragraph 3 (a) of this Schedule.

2. Payments out of the respective Special Account shall be made exclusively for eligible expenditures in accordance with the provisions of this Schedule.

3. After the Administrator has received evidence satisfactory to it that the respective Special Account has been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the respective Special Account shall be made as follows:

(a) For withdrawals of the Authorized Allocation, the Borrower shall furnish to the Administrator a request or requests for deposit into the respective Special Account of an amount or amounts which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Administrator shall, on behalf of the Borrower, withdraw from the Interim Fund Credit Account and deposit into the respective Special Account such amount or amounts as the Borrower

shall have requested.

(b) (i) For replenishment of the respective Special Account, the Borrower shall furnish to the Administrator requests for deposits into the respective Special Account at such intervals as the Administrator shall specify.

(ii) Prior to or at the time of each such request, the Borrower shall furnish to the Administrator the documents and other evidence required pursuant to paragraph 4 of this Schedule for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Administrator shall, on behalf of the Borrower, withdraw from the Interim Fund Credit Account and deposit into the respective Special Account such amount as the Borrower shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the respective Special Account for eligible expenditures. All such deposits shall be withdrawn by the Administrator from the Interim Fund Credit Account under the respective eligible Categories, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.

4. For each payment made by the Borrower out of the respective Special Account, the Borrower shall, at such time as the Administrator shall reasonably request, furnish to the Administrator such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Schedule, the Administrator shall not be required to make further deposits into any Special Account:

(a) if, at any time, the Administrator shall have determined that all further withdrawals should be made by the Borrower directly from the Interim Fund Credit Account in accordance with the provisions of Article V of the General Conditions and paragraph (a) of Section 2.02 of this Agreement;

(b) if the Borrower shall have failed to furnish to the Administrator, within the period of time specified in Section 4.01 (b) (ii) of this Agreement, any of the audit reports required to be furnished to the Administrator pursuant to said Section in respect of the audit of the records and accounts for the Special Accounts;

(c) if, at any time, the Administrator shall have notified the Borrower of its intention to suspend in whole or in part the right of the Borrower to make withdrawals from the Interim Fund Credit Account pursuant to the provisions of Section 6.02 of the General Conditions; or

(d) once the total unwithdrawn amount of the Interim Fund Credit allocated to the eligible Categories for the respective Special Account, minus the total amount of all outstanding special commitments entered into by the Administrator pursuant to Section 5.02 of the General Conditions with respect to the Project, shall equal the equivalent of twice the amount of the Authorized Allocation.

Thereafter, withdrawal from the Interim Fund Credit Account of the remaining unwithdrawn amount of the Interim Fund Credit allocated to the eligible Categories shall follow such procedures as the Administrator shall specify by notice to the Borrower. Such further withdrawals shall be made only after and to the extent that the Administrator shall have been satisfied that all such amounts remaining on deposit in the respective Special Account as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Administrator shall have determined at any time that any payment out of any Special Account: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or (ii) was not justified by the evidence furnished to the Administrator, the Borrower shall, promptly upon notice from the Administrator: (A) provide such additional evidence as the Administrator may request; or (B) deposit into the respective Special Account (or, if the Administrator shall so request, refund to the Administrator) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Administrator shall otherwise agree, no further deposit by the Administrator into any Special Account shall be made until the Borrower has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Administrator shall have determined at any time that any amount

outstanding in any Special Account will not be required to cover further payments for eligible expenditures, the Borrower shall, promptly upon notice from the Administrator, refund to the Administrator such outstanding amount.

(c) The Borrower may, upon notice to the Administrator, refund to the Administrator all or any portion of the funds on deposit in the Special Accounts.

(d) Refunds to the Administrator made pursuant to paragraphs 6 (a), (b) and (c) of this Schedule shall be credited to the Interim Fund Credit Account for subsequent withdrawal or for cancellation in accordance with the relevant provisions of this Agreement, including the General Conditions.

SCHEDULE 4

Principal Terms and Conditions of Subsidiary Credit Agreements

For purposes of Section 3.01 (b) of this Agreement, the Borrower shall relend the proceeds of the Interim Fund Credit to the Entities, on the following principal terms and conditions:

(a) the Borrower shall relend: (i) to the Federation an amount in Dollars equivalent to the amount of the Interim Fund Credit allocated from time to time to Categories A (1) (a), (d) and (f), A (3) (a), and A (4) (a) set forth in the table in paragraph 1 of Schedule 1 to this Agreement; and (ii) to Republika Srpska an amount in Dollars equivalent to the amount of the Interim Fund Credit allocated from time to time to Categories A (1) (b), (c), (e), (g) and (h), A (2), A (3) (b) and (c), A (4) (b), and B set forth in the table in paragraph 1 of Schedule 1 to this Agreement;

(b) the term of each Subsidiary Credit shall be thirty five (35) years, including a 10-year grace period;

(c) the Borrower shall charge the Federation and Republika Srpska a commitment charge at a rate equal to the rate payable under Section 2.05 of this Agreement, on the principal amount of the Subsidiary Credit not withdrawn from time to time;

(d) the Borrower shall charge the Federation and Republika Srpska a service charge on the principal amount of each Subsidiary Credit withdrawn and outstanding from time to time at a rate equal to the rate payable under Section 2.06 of this Agreement;

(e) the principal amount of each Subsidiary Credit shall be repayable in Dollars and shall be the equivalent in Dollars (determined as of the date or respective dates of repayment) of the value of currency or currencies withdrawn from the Interim Fund Credit Account on account of expenditures for the Project; and

(f) the Borrower shall have the right to require modification in the repayment terms of each Subsidiary Credit in conformity with the provisions of Section 2.07 2.08 (b) of this Agreement.

