

CONFORMED COPY

GRANT NUMBER TF 021557

Grant Agreement

(Commercial Debt Restructuring Program)

between

REPUBLIC OF COTE D'IVOIRE and INTERNATIONAL DEVELOPMENT ASSOCIATION as Trustee of the
Debt Reduction Facility for IDA-Only Countries

Dated September 2, 1997

GRANT NUMBER TF 021557

GRANT AGREEMENT

This AGREEMENT, dated September 2, 1997 is entered into between REPUBLIC OF COTE D'IVOIRE (Côte d'Ivoire) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association) acting as trustee of the Debt Reduction Facility for IDA-Only Countries (the Facility).

WHEREAS: (A) pursuant to Resolutions No. 89-13 and No. IDA 89-4 of the Executive Directors of the International Bank for Reconstruction and Development and the Association, respectively, as amended, the Facility has been established and is being administered by the Association as a trust to provide grants to assist in the reduction of the commercial debt of certain members of the Association;

WHEREAS: (B) Côte d'Ivoire has established a medium-term adjustment program, as described in the Policy Framework Paper of June 5, 1996 that is acceptable to the Association;

WHEREAS: (C) Côte d'Ivoire has formulated a debt management strategy satisfactory to the Association that: (i) includes a program for resolving the commercial debt problem of Côte d'Ivoire in a comprehensive manner as set forth in the Term Sheet for the 1997 Debt Restructuring dated January 23, 1997 issued by Côte d'Ivoire (the Debt Restructuring Program, to be financed by funds to be provided by the Facility, the Credit and other available resources; (ii) provides for substantial relief from official bilateral creditors of Côte d'Ivoire; and (iii) will materially enhance Côte d'Ivoire's growth and development prospects;

WHEREAS: (D) the Government of the Netherlands has confirmed to the Association its intention to make available a contribution to the Facility of ten million Netherlands Guilders (NLG 10,000,000) to assist in the financing of the Debt Restructuring Program ("the Dutch Contribution");

WHEREAS: (E) the Government of Switzerland has confirmed to the Association that it will make available a contribution to the Facility of fifteen million Swiss Francs (Sfr 15,000,000) to assist in the financing of the Debt Restructuring Program ("the Swiss Contribution");

WHEREAS: (F) Côte d'Ivoire has confirmed to the Association that it has received assurances from the Government of France of its intention to make available concessional financing to Côte d'Ivoire through the Caisse Française de Développement in the amount of three hundred million French Francs (Ffr. 300,000,000) to assist in the financing of the Debt Restructuring Program ("the French Participation");

WHEREAS: (G) at the request of Côte d'Ivoire, the Association is entering into a Development Credit Agreement of even date herewith (the Credit Agreement) with Côte d'Ivoire to provide concessional funds in an amount equivalent to thirty-six million Special Drawing Rights (SDR 36,000,000) on the terms set out therein for the purpose of assisting in the financing of the Debt Restructuring Program;

WHEREAS: (H) on the basis of the foregoing, Côte d'Ivoire has requested and the Association has agreed to make available to Côte d'Ivoire a grant out of the funds of the Facility to assist Côte d'Ivoire in implementing the Debt Restructuring Program on the terms and conditions hereinafter set forth;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Definitions

Section 1.01. Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the Preamble to this Agreement have the respective meanings therein set forth and the following additional terms have the following meanings:

(a) "Closing Agent" or "Reconciliation Agent" means Banque Nationale de Paris, the closing agent appointed by Côte d'Ivoire under the Exchange Agreement;

(b) "Creditors" means the holders of Eligible Debt that are signatories to the Exchange Agreement;

(c) "Grant Closing Date" means March 31, 1998, or such later date as may be established by the Association for purposes of paragraph 3 of the Schedule to this Agreement;

(d) "Debt Purchase" means the purchase with cash of Eligible Debt by Côte d'Ivoire pursuant to the Exchange Agreement;

(e) "Debt Reduction Agreements" means (i) the Exchange Agreement and (ii) the Bonds, the Collateral Pledge Agreement, the Escrow Agreement and the Fiscal Agency Agreement, as defined in the Exchange Agreement;

(f) "Dollars" and the sign "\$" mean dollars in the currency of the United States of America;

(g) "Eligible Debt" means any or all of the indebtedness of Côte d'Ivoire possessing the characteristics stipulated in the Exchange Agreement which is eligible for purchase with cash under the terms thereof;

(h) "Exchange Agreement" means the agreement dated May 6, 1997 between Côte d'Ivoire and the Creditors providing for the implementation of the Debt Restructuring Program including, inter alia, for the exchange by those Creditors of their Eligible Debt or a portion thereof for cash in accordance with the terms of the Exchange Agreement;

(i) "Grant" means the grant referred to in Section 2.01 of this Agreement;

(j) "Grant Account" means the account opened by the Association on its books in the name of Côte d'Ivoire to which the amount of the Grant is credited; and

(k) "Taxes" shall include imposts, levies, fees and duties of any nature, whether in effect at the date of this Agreement or thereafter imposed.

ARTICLE II

The Grant

Section 2.01. The Association agrees to extend to Côte d'Ivoire, on the terms and conditions set forth in this Agreement, a grant (the Grant) in the amount of twenty million Dollars (\$20,000,000) and the Dollar equivalent of ten million Netherlands Guilders (NLG 10,000,000) and fifteen million Swiss francs (Sfr 15,000,000), such Dollar equivalent to be determined by the Association upon the receipt and conversion by the Association of the Dutch Contribution and the Swiss Contribution, respectively.

Section 2.02. The amount of the Grant shall be credited to the Grant Account and may be withdrawn from the Grant Account only in accordance with the provisions of the Schedule to this Agreement, as such Schedule may be amended from time to time by agreement between the parties.

Section 2.03. It is the policy of the Association that no Facility funds shall be withdrawn on account of payments for any Taxes levied by, or in the territory of, Côte d'Ivoire. To that end, Côte d'Ivoire shall not cause or permit any proceeds of the Grant to be used as payment for such Taxes.

Section 2.04. Neither Côte d'Ivoire nor any other person shall have any rights with respect to the Grant, and the Association shall have no obligations with respect thereto, except as stated in this Agreement. The Association does not assume any fiduciary obligation to, or relationship of agency or trust for or with, Côte d'Ivoire and shall have no liability to Côte d'Ivoire or to any other person for any action taken or omitted to be taken by the Association, except for the performance of its express obligations set forth in this Agreement.

Section 2.05. (a) Unless the Association shall otherwise agree, any proceeds of the Grant held or used other than in accordance with Section 2.02 and the Schedule to this Agreement, following their withdrawal by Côte d'Ivoire from the Grant Account, shall be immediately refunded by Côte d'Ivoire to the Association.

(b) Any refund pursuant to paragraph (a) above shall be made in Dollars under such procedures as the Association shall at its discretion direct.

ARTICLE III

Execution of the Debt Restructuring Program; Other Covenants

Section 3.01. (a) Côte d'Ivoire shall carry out the Debt Restructuring Program with due care and diligence and to that end shall exercise its rights and comply with its obligations under the Debt Reduction Agreements in such manner as to protect the interests of the Association at all times.

(b) Côte d'Ivoire shall not, without the prior written consent of the Association, amend, modify, revoke or terminate the Debt Restructuring Program or any of the Debt Reduction Agreements or any related agreements, waive any provisions thereof or consent to any such amendment, modification, waiver, revocation or termination.

Section 3.02. Côte d'Ivoire shall ensure that the proceeds of the Grant withdrawn are used solely for the payment of amounts payable in respect of the Debt Purchase, except as the Association shall otherwise agree, in proportion to all other funding provided for such purpose, as identified in Section 5.01 (b) of this Agreement.

Section 3.03. (a) Côte d'Ivoire shall maintain or cause to be maintained separate records and accounts adequate to reflect in accordance with sound accounting practices the use of the proceeds of the Grant and all agreements and transactions to which they are parties under the Debt Restructuring Program.

(b) Côte d'Ivoire shall:

(i) have the records and accounts referred to in paragraph (a) above audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Association;

(ii) furnish to the Association, as soon as available, but in any case not later than six months after the Grant Closing Date, a certified copy of the report of such audit by said auditors, of such scope and in such detail as the Association shall have reasonably requested; and

(iii) furnish to the Association such other information concerning said records and accounts and the audit thereof as the Association shall from time to time reasonably request.

Section 3.04. (a) Côte d'Ivoire shall permit the Association's representatives to examine all records and documents within its possession, power or control relevant to the performance of its obligations under this Agreement.

(b) Côte d'Ivoire shall promptly provide or cause to be provided to the Association copies of all notices, certificates, reports and other documentation prepared or received by or on behalf of Côte d'Ivoire in connection with the Debt Restructuring Program as the Association shall request.

(c) Promptly after completion of the Debt Restructuring Program, but in any event not later than six months after the Grant Closing Date or such later date as may be agreed for this purpose between Côte d'Ivoire and the Association, Côte d'Ivoire shall prepare and furnish to the Association a report, of such scope and in such detail as the Association shall reasonably request, on the carrying out of the Debt Restructuring Program, its cost and the benefits derived and to be derived from it, the performance by Côte d'Ivoire of its obligations under this Agreement, the performance by Côte d'Ivoire, the Closing and Reconciliation Agent and each Creditor of their respective rights and obligations under the Debt Reduction Agreements and the accomplishment of the purposes of the Grant.

Section 3.05. Côte d'Ivoire and the Association shall cooperate fully to ensure that the purposes of the Grant will be accomplished. To that end, Côte d'Ivoire and the Association shall:

(a) from time to time, at the request of either one of them, exchange views with regard to the progress of the Debt Restructuring Program, the purposes of the Grant, and the performance of their respective obligations under this Agreement; and furnish to one another all such information related thereto as is reasonably requested; and

(b) promptly inform each other of any condition which interferes with, or threatens to interfere with, the matters referred to in paragraph (a) above.

ARTICLE IV

Suspension; Cancellation

Section 4.01. (a) If any of the following events shall have occurred and be continuing, the Association may, by notice to Côte d'Ivoire, suspend in whole or in part the right of Côte d'Ivoire to make withdrawals from the Grant Account:

(i) Côte d'Ivoire shall have failed to perform any of its respective obligations under this Agreement or under the Credit Agreement;

(ii) any representation made, or statement furnished, by Côte d'Ivoire in connection with this Agreement or the Credit Agreement and the Debt Reduction Agreements and intended to be

relied upon by the Association in making the Grant shall have been incorrect in any material respect;

(iii) the Association or the International Bank for Reconstruction and Development (the Bank) shall have suspended in whole or in part the right of Côte d'Ivoire to make withdrawals under any development credit agreement with the Association or any loan agreement with the Bank because of a failure by Côte d'Ivoire to perform any of its obligations under such agreement; or the Bank shall have suspended in whole or in part the right of any borrower to make withdrawals under a loan agreement with the Bank guaranteed by Côte d'Ivoire because of a failure by such borrower to perform any of its obligations under such agreement;

(iv) the right of Côte d'Ivoire to withdraw proceeds of any financing (other than that provided hereunder) provided for the Debt Restructuring Program shall have been suspended, canceled or terminated;

(v) as a result of events which have occurred after the date of this Agreement, an extraordinary situation shall have arisen which shall make it improbable that the Debt Restructuring Program can be carried out in whole or in part or that Côte d'Ivoire will be able to perform its obligations under this Agreement, the Credit Agreement or any Debt Reduction Agreements; or

(vi) Côte d'Ivoire shall have been suspended from membership in or ceased to be a member of the Association, or ceased to be a member of the International Monetary Fund.

(b) If Côte d'Ivoire shall have failed, after the Grant Closing Date, to perform any of its obligations under this Agreement, the Association may, by notice to Côte d'Ivoire, suspend in whole or in part the right of Côte d'Ivoire to make withdrawals under any agreement between Côte d'Ivoire and the Association.

(c) The right of Côte d'Ivoire to make withdrawals from the Grant Account or from any credit account opened under any development credit agreement between Côte d'Ivoire and the Association, shall continue to be suspended until the event or events which gave rise to suspension shall have ceased to exist, unless the Association shall have notified Côte d'Ivoire that its right to make withdrawals has been restored.

Section 4.02. If: (a) at any time, the Association determines, after consultation with Côte d'Ivoire, that an amount of the Grant will not be required to finance the Debt Restructuring Program pursuant to the terms of this Agreement;

(b) after the Grant Closing Date, an amount of the Grant shall remain unwithdrawn from the Grant Account; or

(c) the right of Côte d'Ivoire to make withdrawals in respect of any amount from either the Grant Account or from any of the credit accounts referred to in Section 4.01(c) of this Agreement, shall have been suspended for a continuous period of thirty days;

the Association may, by notice to Côte d'Ivoire, terminate the right of Côte d'Ivoire to make withdrawals with respect to such amount. Upon the giving of such notice, such amount of the Grant shall be canceled.

Section 4.03. (a) The Association shall not have any obligation under this Grant Agreement or otherwise in relation to the Dutch Contribution or the Swiss Contribution unless and until the Dutch Contribution or the Swiss Contribution, as the case may be, is received by the Association under an agreement satisfactory to the Association.

(b) Under no circumstances shall the Association have any obligation to make up any shortfall in funds requested by Côte d'Ivoire for the Debt Restructuring

Program which may arise due to the unavailability, delayed availability or cancellation for any reason of any or any part of the Dutch Contribution or the Swiss Contribution.

Section 4.04. Notwithstanding any cancellation, suspension or termination under Section 4.02 above, all the provisions of this Agreement shall continue in full force and effect except as specifically provided in this Article.

ARTICLE V

Effective Date; Termination

Section 5.01. This Agreement shall not become effective unless the following conditions have been fulfilled:

(a) Côte d'Ivoire's macroeconomic policy framework continues to be acceptable to the Association;

(b) the Association shall have received evidence satisfactory to it establishing that (i) the Exchange Agreement and the forms of the other Debt Reduction Agreements and all related agreements are in form and substance satisfactory to the Association and (ii) the Exchange Agreement executed between Côte d'Ivoire and each of the Creditors in respect of Eligible Debt is in full force and effect and no party thereto has breached any of its obligations thereunder;

(c) the Association shall have received evidence satisfactory to it of the availability of the French Participation and that adequate financing on grant or concessional terms for the implementation of the Debt Restructuring Program is available to Côte d'Ivoire from other sources under terms and conditions and in an amount acceptable to the Association which, together with the Grant, the Credit, the French Participation and the amount to be provided by Côte d'Ivoire from its own resources, will be adequate to finance the entire Debt Restructuring Program and all closing expenses;

(d) all conditions precedent to the effectiveness of the Credit Agreement, other than those related to the effectiveness of this Agreement, have been fulfilled; and

(e) no event shall have occurred since the date of this Agreement which would have entitled the Association to suspend the right of Côte d'Ivoire to make withdrawals from the Grant Account if this Agreement had become effective on such date.

Section 5.02. As part of the evidence to be furnished pursuant to Section 5.01 of this Agreement, Côte d'Ivoire shall furnish to the Association an opinion or opinions satisfactory to the Association from legal counsel acceptable to the Association, showing that this Agreement has been duly authorized or ratified by, and validly executed and delivered on behalf of, Côte d'Ivoire and is legally binding upon Côte d'Ivoire in accordance with its terms.

Section 5.03. Except as the Association shall otherwise agree, this Agreement shall enter into effect on the date on which the Association dispatches to Côte d'Ivoire notice of its acceptance of the evidence required by Sections 5.01 and 5.02 of this Agreement.

Section 5.04. This Agreement shall terminate upon performance by Côte d'Ivoire of its obligations hereunder; provided that if Côte d'Ivoire shall not have made any withdrawal from the Grant Account on or before the Grant Closing Date (because of the failure of this Agreement to become effective or for any other reason), this Agreement shall terminate immediately thereafter.

ARTICLE VI

Enforceability of the Grant Agreement; Failure to Exercise Rights; Arbitration

Section 6.01. The rights and obligations of the parties under this 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 Côte d'Ivoire nor the Association shall be entitled in any proceeding under this Article to assert any claim that any provision of this Agreement is invalid or unenforceable because of any provision of the Articles of Agreement of the Association or of the Resolutions mentioned in Clause A of the Preamble to this Agreement.

Section 6.02. No delay in exercising, or omission to exercise, any right, power or remedy accruing to any party under this Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default. No action of such party in respect of any default, or any acquiescence by it in any default, shall affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

Section 6.03. (a) Any controversy between the parties to this Agreement and any claim arising under this Agreement which has not been settled by agreement of the parties shall be submitted to arbitration by an Arbitral Tribunal as hereinafter provided.

(b) The parties to such arbitration shall be Côte d'Ivoire on one side and the Association on the other side.

(c) The Arbitral Tribunal shall consist of three arbitrators appointed as follows: one arbitrator shall be appointed by the Association; a second arbitrator shall be appointed by Côte d'Ivoire; and the third arbitrator (hereinafter sometimes called the Umpire) shall be appointed by agreement of the parties or, if they shall not agree, by the President of the International Court of Justice or, failing appointment by said President, by the Secretary General of the United Nations. If either of the parties shall fail to appoint an arbitrator, such arbitrator shall be appointed by the Umpire. In case any arbitrator appointed in accordance with this Section shall resign, die or become unable to act, a successor arbitrator shall be appointed in the same manner as herein prescribed for the appointment of the original arbitrator and such successor arbitrator shall have all the powers and duties of such original arbitrator.

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

(e) If within sixty days after the notice instituting the arbitration proceeding, the parties shall not have agreed upon an Umpire, either party may request the appointment of an Umpire as provided in paragraph (c) of this Section.

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

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

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

(i) The parties shall fix the amount of the remuneration of the arbitrators and such other persons as shall be required for the conduct of the arbitration

proceedings. If the parties shall not agree on such amount before the Arbitral Tribunal shall convene, the Arbitral Tribunal shall fix such amount as shall be reasonable under the circumstances. Each party shall defray its own expenses in the arbitration proceedings. The costs of the Arbitral Tribunal shall be divided between and borne equally by the parties. Any question concerning the division of the costs of the Arbitral Tribunal or the procedure for payment of such costs shall be determined by the Arbitral Tribunal.

(j) The provisions for arbitration set forth in this Section shall be in lieu of any other procedure for the settlement of controversies between the parties to this Agreement or of any claims by either party against the other party arising hereunder.

(k) The Association shall not be entitled to enter judgment against Côte d'Ivoire upon the award, to enforce the award against Côte d'Ivoire by execution or to pursue any other remedy against Côte d'Ivoire for the enforcement of the award, except as such procedure may be available against Côte d'Ivoire otherwise than by reason of the provisions of this Section. If, within thirty days after counterparts of the award shall have been delivered to the parties, the award shall not be complied with by the Association, the party seeking compliance with such award may take any such action for the enforcement of the award against the Association.

(l) Service of any notice or process in connection with any proceeding under this Section or in connection with any proceeding to enforce any award rendered pursuant to this Section may be made in the manner provided in Section 7.01 of this Agreement. The parties to this Agreement waive any and all other requirements for the service of any such notice or process.

ARTICLE VII

Miscellaneous Provisions

Section 7.01. (a) Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Except as otherwise provided in Section 5.03 of this Agreement, such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable or telex to the party to which it is required or permitted to be given or made at such party's address hereinafter specified, or at such other address as such party shall have designated by notice to the party giving such notice or making such request.

(b) The following addresses are specified for the purposes of paragraph (a) above:

For Côte d'Ivoire:

Ministry of Economy and Finance
BP V 125
Abidjan
Republic of Côte d'Ivoire

Cable address:

MINFIN
Abidjan

Telex:

23747 MINFIN

For the Association:

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)

Section 7.02. The Minister of Côte d'Ivoire responsible for finance or any

person authorized in writing by said person are designated as the representative of Côte d'Ivoire for the purposes of taking any action required or permitted to be taken by Côte d'Ivoire under the provisions of this Agreement.

Section 7.03. Côte d'Ivoire shall furnish to the Association sufficient evidence of the authority of the person or persons who will, on its behalf, take any action or execute any documents required to be taken or executed by the Recipient under this Agreement (including withdrawal applications) together with the authenticated specimen signature of each such person.

Section 7.04. This Agreement shall be free from any Taxes levied by, or in the territory of, Côte d'Ivoire on or in connection with the execution, delivery or registration hereof.

Section 7.05. This Agreement may be executed in several counterparts, each of which shall be an original.

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

REPUBLIC OF COTE D'IVOIRE

By /s/ Moïse Koumoué Koffi

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION
as Trustee of the Debt Reduction Facility
for IDA-Only Countries

By /s/ Jean-Louis Sarbib

Regional Vice President
Africa

SCHEDULE

Withdrawal of the Proceeds of the Grant

1. (a) The proceeds of the Grant may be withdrawn from the Grant Account to pay the price payable for Eligible Debt to Creditors pursuant to the Debt Purchase. Withdrawals pursuant to this paragraph may be made not earlier than four business days in advance of the closing date established under the Exchange Agreement in accordance with the procedures described in paragraph 1(c) of this Schedule.

(b) Withdrawals pursuant to paragraph 1(a) of this Schedule shall be made in Dollars; provided, however, that if the expenditures to be financed out of the Grant have been paid or are payable in another currency, the Association shall, at the request of Côte d'Ivoire, purchase such currency with the proceeds of such withdrawal and provided further, that, whenever it shall be necessary for purposes of this Agreement to determine the value of any currency in terms of dollars, such value shall be as reasonably determined by the Association.

(c) Withdrawals from the Grant Account by Côte d'Ivoire shall be made only on its orders and in accordance with procedures acceptable to the Association, including, in the event proceeds of the Grant are withdrawn prior to the closing date referred to at (a) above, procedures for the maintenance of all such withdrawals in a trust account with an independent trustee (or similar arrangement affording legal protection of the funds) acceptable to the Association, and for the automatic refund to the Association of all such proceeds in the event the conditions precedent to the performance of the Debt Reduction Agreements are not satisfied or the Debt Restructuring Program does not for any reason proceed.

(d) Requests for all withdrawals shall be made by delivery to the Association of an original written signed application from the representative of Côte d'Ivoire designated in Section 7.02 of this Agreement (or the authorized delegate of such representative pursuant to such Section), in such form, and containing such statements and agreements and accompanied by such supporting evidence and materials, as the Association shall request. Requests for withdrawal (in original) must be delivered to the Association no later than five days prior to the date on which the funds are requested to be disbursed.

2. Notwithstanding the provisions of paragraph 1(a) above, no withdrawal from the Grant Account shall be permitted unless the Association has received evidence satisfactory to it establishing that: (i) the Exchange Agreement remains in full force and effect and no party thereto has breached any of its obligations thereunder; (ii) Côte d'Ivoire has no reason to believe that the conditions precedent to the performance by the parties of their obligations under the Exchange Agreement will not be satisfied.

3. Côte d'Ivoire shall not be entitled to make any withdrawal from the Grant Account after the Grant Closing Date unless the Association has, by written notice to Côte d'Ivoire, extended to a later date the period within which such withdrawals may be made.
