

LOAN NUMBER 3167 POL

Guarantee Agreement

(Agroindustries Export Development Project)

between

REPUBLIC OF POLAND

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated February 22, 1990

GUARANTEE AGREEMENT

AGREEMENT, dated February 22, 1990, between
REPUBLIC OF POLAND (the Guarantor) and INTERNATIONAL BANK
FOR RECONSTRUCTION AND DEVELOPMENT (the Bank).

WHEREAS (A) the Guarantor and the National Bank of Poland (the
Borrower), having been satisfied as to the feasibility and priority
of the Project described in Schedule 2 to the Loan Agreement, have
requested the Bank to assist in the financing of the Project;

(B) by the Loan Agreement of even date herewith between the
Bank and the Borrower, the Bank has agreed to extend to the Borrower
a loan in various currencies equivalent to one hundred million
dollars (\$100,000,000), on the terms and conditions set forth in the
Loan Agreement, but only on condition that the Guarantor agree to
guarantee the obligations of the Borrower in respect of such loan as
provided in this Agreement; and

WHEREAS the Guarantor, in consideration of the Bank's entering
into the Loan Agreement with the Borrower, has agreed so to guarantee
such obligations of the Borrower;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. The "General Conditions Applicable to Loan and
Guarantee Agreements" of the Bank, dated January 1, 1985, with the
last sentence of Section 3.02 deleted (the General Conditions)
constitute an integral part of this Agreement.

Section 1.02. Unless the context otherwise requires, the
several terms defined in the General Conditions and in Section 1.02
of the Loan Agreement have the respective meanings therein set forth.

ARTICLE II

Guarantee, Provision of Funds

Section 2.01. The Guarantor declares its commitment to the
objectives of the Project as set forth in Schedule 2 to the Loan
Agreement, and, to this end, without limitation or restriction upon
any of its other obligations under the Guarantee Agreement, hereby

unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of the principal of, and interest and other charges on, the Loan, and the premium, if any, on the prepayment of the Loan, and the punctual performance of all the other obligations of the Borrower, all as set forth in the Loan Agreement.

Section 2.02. Without limitation or restriction upon the provisions of Section 2.01 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 the carrying out of 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

Representative of the Guarantor; Addresses

Section 3.01. The Minister of Finance of the Guarantor is designated as representative of the Guarantor for the purposes of Section 11.03 of the General Conditions.

Section 3.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Guarantor:

Ministry of Finance
00 901, Warszawa
ul. Swietokrzyska 12
Republic of Poland

Cable address:

MINF
Poland

Telex:

814386 PL

For the Bank:

International Bank for
Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:

INTBAFRAD
Washington, D.C.

Telex:

440098 (ITT),
248423 (RCA) or
64145 (WUI)

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

REPUBLIC OF POLAND

By /s/ L. Balcerogicz
Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By /s/ Barber Conable
President

