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**CONFORMED COPY**

**LOAN NUMBER 7915-ID**

# **Loan Agreement**

**(Indonesia Climate Change Development Policy Loan)**

**between**

**REPUBLIC OF INDONESIA**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

**Dated June 23, 2010**

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Public Disclosure Authorized

## **LOAN AGREEMENT**

AGREEMENT dated June 23 2010, entered into between REPUBLIC OF INDONESIA (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Bank has decided to provide this financing on the basis, inter alia, of (a) the actions which the Borrower has already taken under the Program and which are described in Section I of Schedule 1 to this Agreement, and (b) the Borrower’s maintenance of an appropriate macroeconomic policy framework. The Borrower and the Bank therefore hereby agree as follows:

### **ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

### **ARTICLE II — LOAN**

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of two hundred million United States Dollars (US\$200,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 of this Agreement (“Loan”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in support of the Program in accordance with Section II of Schedule 1 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount. The Borrower shall pay the Front-end Fee not later than sixty (60) days after the Effective Date.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Variable Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the interest payable by the

Borrower shall instead be calculated as provided in Section 3.02(d) of the General Conditions.

- 2.05. The Payment Dates are April 1 and October 1 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with the provisions of Schedule 2 to this Agreement.
- 2.07. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa; and (iii) the setting of limits on the Variable Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate.  
  
(b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a “Conversion”, as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- 2.08. Without limitation upon the provisions of Section 5.08 of the General Conditions (renumbered as such pursuant to paragraph 2 of Section II of the Appendix to this Agreement and relating to *Cooperation and Consultation*), the Borrower shall promptly furnish to the Bank such information relating to the provisions of this Article II as the Bank may, from time to time, reasonably request.

### **ARTICLE III — PROGRAM**

- 3.01. The Borrower declares its commitment to the Program and its implementation. To this end, and further to Section 5.08 of the General Conditions:
  - (a) the Borrower and the Bank shall from time to time, at the request of either party, exchange views on the Borrower’s macroeconomic policy framework and the progress achieved in carrying out the Program;
  - (b) prior to each such exchange of views, the Borrower shall furnish to the Bank for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Bank shall reasonably request; and

- (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Borrower shall promptly inform the Bank of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program, including any action specified in Section I of Schedule 1 to this Agreement.

#### **ARTICLE IV — REMEDIES OF THE BANK**

- 4.01. The Additional Event of Suspension consists of the following: A situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

#### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Condition of Effectiveness consists of the following: The Bank and the Borrower are satisfied with the progress achieved by the Borrower in carrying out the Program and with the adequacy of the Borrower's macroeconomic policy framework.
- 5.02. The Effectiveness Deadline is the date sixty (60) days after the date of this Agreement.

#### **ARTICLE VI — REPRESENTATIVE; ADDRESSES**

- 6.01. The Borrower's Representative is the Minister of Finance.
- 6.02. The Borrower's Address is:

Ministry of Finance  
c/o Directorate General of Debt Management  
Jalan Lapangan Banteng Timur 2-4  
P.O. Box 1139  
Jakarta 10710  
Indonesia

Cable address:	Telex:	Facsimile:
FINMINISTRY Jakarta	45799 DJMLN-IA 44319 DEPKEU-IA	(21) 381 2859

- 6.03. The Bank's Address is:

International Bank for Reconstruction and Development

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

Cable address:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED at Jakarta, Republic of Indonesia, as of the day and year first above written.

REPUBLIC OF INDONESIA

By: /s/ Rahmat Waluyanto

Authorized Representative

INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT

B: /s/ Joachim von Amsberg

Authorized Representative

## SCHEDULE 1

### Program Actions; Availability of Loan Proceeds

#### Section I. Actions Taken under the Program

##### Policy Area 1: Mitigation

##### *Land Use Change and Forestry Sector Mitigation*

1. The Borrower has improved policy coordination and management of peat land by issuing and beginning implementation of a master plan on peat land rehabilitation in Central Kalimantan. (MOFR Ministerial Regulation No.55/2008).
2. The Borrower has improved its regulatory framework for REDD implementation by: (i) launching a national readiness program for REDD (September 2009) and establishing a legal framework (MOFR Ministerial Regulations No.68/2008 on demonstration activities; No. 30/2009 on REDD procedures and No. 36/2009 on commercial forest carbon projects); and (ii) completing a participation agreement with the Forest Carbon Partnership Facility (November, 2009) and initiating a REDD program with UN REDD support (November, 2009).
3. The Borrower has established a national timber legality standard and a system for verification and monitoring to assist in reducing illegal logging and forest loss and degradation (MOFR Ministerial Regulation No. 38/2009).

##### *Energy Sector Mitigation*

4. The Borrower has improved the policy framework to promote renewable energy development and investment by: (i) issuing Presidential Decree No. 4/2010 which assigns to PT Perusahaan Listrik Negara (PLN) the acceleration of power plant development using renewable energy, coal, and gas and mandates PLN to develop and purchase power from renewable energy resources; (ii) issuing MEMR Ministerial Regulation No. 32/2009 on purchase standard price of electricity power by PLN from geothermal electricity power station; (iii) issuing MEMR Ministerial Regulation No. 31/2009 on the purchase price of electricity from renewable energy; and (iv) issuing MOF Ministerial Regulation No. 24/2010 on tax incentives for renewable energy development.
5. The Borrower has improved the policy framework to promote energy efficiency development and investment by: (i) issuing Government Regulation No. 70 /2009 on energy conservation; and by (ii) MEMR having developed and implemented a national system of energy audits for major firms in key sectors.

## **Policy Area 2: Adaptation and Disaster Preparedness**

### ***Water Resources Sector***

6. The Borrower has established strategic water management plans in key river basins: (i) by issuing Presidential Regulation No. 12/2008 on water resource councils; (ii) establishing and holding meetings of the National Water Resource Council (NWRC); and (iii) through MPW, by preparing integrated water resource management plans (POLA) with climate change assessment in national strategic river basins on the island of Java.

### ***Agriculture Sector***

7. The Borrower, through MOA, has scaled up actions to improve climate resilience in agriculture by: (i) developing an irrigation asset management information system; (ii) implementing the System for Rice Intensification (SRI) practice in target provinces; and (iii) implementing a climate field school program in target provinces.

### ***Disaster Risk Management***

8. The Borrower has scaled-up actions to establish national disaster risk reduction and management system by: (i) enacting Law No 24/2007 on disaster management and issuing Presidential Regulation No. 8/2008, which established a National Disaster Management Agency (BNPB); (ii) finalizing the National Action Plan for Disaster Risk Reduction (NAP-DRR 2010-2012) and formally launching such plan in February 2010; and (iii) incorporating mainstreaming of disaster risk reduction in the context of climate change adaptation into the Borrower's medium term development plan, RPJMN.

### ***Marine and Fisheries Sector***

9. The Borrower, through MMAF, has established systems and strategies to improve climate preparedness and resilience in the coastal and marine sector by: (i) launching in May 2009 the National Plan of Action of Coral Triangle Initiative on coral reef, fisheries and food; and (ii) approving a roadmap of CTI actions for 2010-11 (November 2009).

## **Policy Area 3: Cross Sectoral and Institutional Issues**

### ***Mainstreaming Climate Change in the National Development Program***

10. The Borrower, through BAPPENAS, NCCC and MOE has strengthened the knowledge base and legal basis for climate change action and linked these to national budgeting and planning processes by: (i) finalizing the Second National

Communication to the United Nations Framework Convention on Climate Change (and launching it on November 2009); (ii) submitting mitigation actions and commitments under the Copenhagen Accord (January 2010); (iii) preparing and issuing policy documents on the “Development Planning Response to Climate Change” (2008) and (iv) finalizing the Indonesia Climate Change Sectoral Roadmap (ICCSR) (March 2010).

***Policy Coordination and Financing Scheme for Climate Change***

11. The Borrower has strengthened policy coordination and developed financing mechanisms for addressing climate change by: (i) issuing the National Action Plan Addressing Climate Change (December 2007); (ii) establishing a National Council on Climate Change by Presidential Decree No. 46/2008; and (iii) launching the Indonesia Climate Change Trust Fund (September 2009)

**Section II. Availability of Loan Proceeds**

- A. General.** The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of this Section and such additional instructions as the Bank may specify by notice to the Borrower.
- B. Allocation of Loan Amounts.** The Loan (except for amounts required to pay the Front-end Fee) is allocated in a single withdrawal tranche from which the Borrower may make withdrawals of the Loan proceeds. The allocation of the amounts of the Loan to this end is set out in the table below:

<b>Allocations</b>	<b>Amount of the Loan Allocated (expressed in U.S. Dollars)</b>
Single Withdrawal Tranche	200,000,000
<b>TOTAL AMOUNT</b>	<b>200,000,000</b>

- C. Payment of Front-end Fee.** No withdrawal shall be made from the Loan Account until the Bank has received payment in full of the Front-end Fee.
- D. Withdrawal Tranche Release Conditions**
- No withdrawal shall be made of the Single Withdrawal Tranche unless the Bank and the Borrower are satisfied: (a) with the Program being carried out by the Borrower; and (b) with the appropriateness of the Borrower’s macroeconomic policy framework.
- E. Deposits of Loan Amounts.** Except as the Bank may otherwise agree:



1. all withdrawals from the Loan Account shall be deposited by the Bank into an account designated by the Borrower and acceptable to the Bank; and
2. the Borrower shall ensure that upon each deposit of an amount of the Loan into this account, an equivalent amount is accounted for in the Borrower's budget management system, in a manner acceptable to the Bank.

**F. Excluded Expenditures.** The Borrower undertakes that the proceeds of the Loan shall not be used to finance Excluded Expenditures. If the Bank determines at any time that an amount of the Loan was used to make a payment for an Excluded Expenditure, the Borrower shall, promptly upon notice from the Bank, refund an amount equal to the amount of such payment to the Bank. Amounts refunded to the Bank upon such request shall be cancelled.

**G. Closing Date.** The Closing Date is December 31, 2010.

## SCHEDULE 2

### Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

<b>Principal Payment Date</b>	<b>Installment Share (Expressed as a Percentage)</b>
October 1, 2019	2.17
April 1, 2020	2.22
October 1, 2020	2.28
April 1, 2021	2.34
October 1, 2021	2.40
April 1, 2022	2.46
October 1, 2022	2.52
April 1, 2023	2.58
October 1, 2023	2.64
April 1, 2024	2.71
October 1, 2024	2.78
April 1, 2025	2.85
October 1, 2025	2.92
April 1, 2026	2.99
October 1, 2026	3.07
April 1, 2027	3.14
October 1, 2027	3.22
April 1, 2028	3.30
October 1, 2028	3.38
April 1, 2029	3.47
October 1, 2029	3.56
April 1, 2030	3.65
October 1, 2030	3.74
April 1, 2031	3.83
October 1, 2031	3.93
April 1, 2032	4.02
October 1, 2032	4.12

April 1, 2033	4.23
October 1, 2033	4.33
April 1, 2034	4.44
October 1, 2034	4.71

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
  - (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
  - (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (“Original Installment Share”) and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.
3.
  - (a) Amounts of the Loan withdrawn within two (2) calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
  - (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.
4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its

currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.

## APPENDIX

### Section I. Definitions

1. “BAPPENAS” means *Badan Perencanaan Pembangunan Nasional*, the Borrower’s National Development Planning Agency, and any successor thereto.
2. “CTF” means the multi-national initiative of nations in the coral triangle, including the Borrower.
3. “Excluded Expenditure” means any expenditure:
  - (a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Bank or the Association has financed or agreed to finance, or which the Bank or the Association has financed or agreed to finance under another loan, credit, or grant;
  - (b) 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 subgroups under future revisions to the SITC, as designated by the Bank by notice to the Borrower:

Group	Sub-group	Description of Item
112		Alcoholic beverages
121		Tobacco, un-manufactured, 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	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728	728.43	Tobacco processing machinery

897	897.3	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)

- (c) for goods intended for a military or paramilitary purpose or for luxury consumption;
  - (d) for environmentally hazardous 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;
  - (e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
  - (f) with respect to which the Bank determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Borrower or other recipient of the Loan proceeds, without the Borrower (or other such recipient) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.
4. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated July 1, 2005 (as amended through February 12, 2008) with the modifications set forth in Section II of this Appendix.
  5. "Government Regulation" means a *Peraturan Pemerintah*, a regulation signed by the President and issued by the government of the Borrower.
  6. "Ministerial Decree" means a *Keputusan Menteri*, a decree issued by a ministry of the government of the Borrower.
  7. "Ministerial Regulation" means a *Peraturan Menteri*, a regulation issued by a ministry of the government of the Borrower.
  8. "Ministry of Agriculture" and "MOA" means the Ministry of Agriculture of the Borrower, and any successor thereto.

9. “Ministry of Energy and Mineral Resources” and “MEMR” means the Ministry of Energy and Mineral Resources of the Borrower, and any successor thereto.
10. “Ministry of the Environment” and “MOE” means the Ministry of the Environment of the Borrower, and any successor thereto.
11. “Ministry of Finance” and “MOF” means the Ministry of Finance of the Borrower, and any successor thereto.
12. “Ministry of Forestry” and “MOFR” means the Ministry of Forestry of the Borrower, and any successor thereto.
13. “Ministry of Marine Affairs and Fisheries” and “MMAF” means the Ministry of Marine Affairs and Fisheries of the Borrower, and any successor thereto.
14. “Ministry of Public Works” and “MPW” means the Ministry of Public Works of the Borrower, and any successor thereto.
15. “National Disaster Management Agency (BNPB)” means the Borrower’s national disaster management agency, *Badan Nasional Penanggulangan Bencana*, or BNPB, or any successor thereto.
16. “NCCC” means the Borrower’s National Council on Climate Change, *Dewan Nasional Perubahan Iklim*, and any successor thereto.
17. “POLA” means *pengelolaan wilayah sungai terpadu*, an integrated water resource management plan.
18. “Presidential Decree” means a *Keputusan Presiden*, a decree issued by the President of the Borrower.
19. “Presidential Regulation” and “Perpres” mean a *Peraturan Presiden*, a regulation issued by the President of the Borrower.
20. “Program” means the program of actions, objectives and policies designed to support the Borrower’s program on climate change set forth or referred to in the letter, dated April 2010 (Letter No. MK.8/2010 and Letter No. MPPN04/2010, from the Borrower to the Bank declaring the Borrower’s commitment to the execution of the Program, and requesting assistance from the Bank in support of the Program during its execution.
21. “REDD” means Reducing Emissions from Deforestation and Forest Degradation.
22. “RPJMN” means the *Rencana Pembangunan Jangka Menengah Nasional*, the Borrower’s Medium Term Development Plan 2010 – 2014.

23. “Rp.” means Rupiah, the currency of the Borrower.
24. “Single Withdrawal Tranche” means the amount of the Loan allocated to the category entitled “Single Withdrawal Tranche” in the table set forth in Part B of Section II of Schedule 1 to this Agreement.

## **Section II. Modifications to the General Conditions**

The modifications to the General Conditions are as follows:

1. The last sentence of paragraph (a) of Section 2.03 (relating to Applications for Withdrawal) is deleted in its entirety.
2. Sections 2.04 (*Designated Accounts*) and 2.05 (*Eligible Expenditures*) are deleted in their entirety, and the remaining Sections in Article II are renumbered accordingly.
3. Paragraph (a) of Section 2.05 (renumbered as such pursuant to paragraph 2 above) is modified to read as follows:

“Section 2.05. *Refinancing Preparation Advance; Capitalizing Front-end Fee and Interest*

(a) If the Loan Agreement provides for the repayment out of the proceeds of the Loan of an advance made by the Bank or the Association (“Preparation Advance”), the Bank shall, on behalf of such Loan Party, withdraw from the Loan Account on or after the Effective Date the amount required to repay the withdrawn and outstanding balance of the advance as at the date of such withdrawal from the Loan Account and to pay all accrued and unpaid charges, if any, on the advance as at such date. The Bank shall pay the amount so withdrawn to itself or the Association, as the case may be, and shall cancel the remaining unwithdrawn amount of the advance.”

4. Sections 5.01 (*Project Execution Generally*), and 5.09 (*Financial Management; Financial Statements; Audits*) are deleted in their entirety, and the remaining Sections in Article V are renumbered accordingly.
5. Paragraph (a) of Section 5.05 (renumbered as such pursuant to paragraph 4 above and relating to *Use of Goods, Works and Services*) is deleted in its entirety.
6. Paragraph (c) of Section 5.06 (renumbered as such pursuant to paragraph 4 above) is modified to read as follows:

“Section 5.06. *Plans; Documents; Records*



... (c) The Borrower shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under the Loan until two (2) years after the Closing Date. The Borrower shall enable the Bank's representatives to examine such records."

7. Paragraph (c) of Section 5.07 (renumbered as such pursuant to paragraph 4 above) is modified to read as follows:

*Section 5.07. Program Monitoring and Evaluation*

... (c) The Borrower shall prepare, or cause to be prepared, and furnish to the Bank not later than six (6) months after the Closing Date, a report of such scope and in such detail as the Bank shall reasonably request, on the execution of the Program, the performance by the Loan Parties and the Bank of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Loan.

8. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

- (a) The definition of the term "Eligible Expenditure" is modified to read as follows:

"'Eligible Expenditure' means any use to which the Loan is put in support of the Program, other than to finance expenditures excluded pursuant to the Loan Agreement."

- (b) The term "Financial Statements" and its definition are deleted in their entirety.

- (c) The term "Project" is modified to read "Program" and its definition is modified to read as follows (and all references to "Project" throughout these General Conditions are deemed to be references to "Program"):

"'Program' means the program referred to in the Loan Agreement in support of which the Loan is made."

- (d) The term "Program Preparation Advance" (renamed as such pursuant to subparagraph 8(c) above) is modified to read "Preparation Advance" and its definition is modified to read as follows:

"'Preparation Advance' means the advance referred to in the Loan Agreement and repayable in accordance with Section 2.05.

