
**LOAN NUMBER 9000-JO
GCF TF NUMBER TF0B0686**

Loan Agreement

(Additional Financing- Jordan Emergency Health Project)

between

THE HASHEMITE KINGDOM OF JORDAN

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

**LOAN NUMBER 9000-JO
GCF TF NUMBER TF0B0686**

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date, between THE HASHEMITE KINGDOM OF JORDAN (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement).

WHEREAS, (A) following an international effort to provide development support to countries most affected by refugees in the Middle East region; and having satisfied itself as to the feasibility and priority of the Project aimed at maintaining the delivery of health services to Jordanians and Syrian refugees, as further described in Schedule 1 to this Agreement, the Borrower has requested the Bank to extend a loan to assist in the financing of the Program;

(B) funding from the Global Concessional Financing Facility was received by the Bank for purposes of providing concessionality under this Agreement; and

(C) under the terms of a Financial Procedures Arrangement with the Trustee of the Global Concessional Financing Facility dated August 10, 2016, the Bank has agreed to provide additional funds to the Borrower (the Concessional Portion of the Loan, as hereinafter defined) as part of an integrated lending operation under the terms of this Agreement.

NOW THEREFORE, the Borrower and the Bank 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 extend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, a Loan in the amount of two hundred million

United States Dollars (USD 200,000,000) to assist in financing the project described in Schedule 1 to this Agreement (“Project”), consisting of the following:

- (a) a non-concessional portion of the Loan in an amount of one hundred forty one million one hundred thousand United States Dollars (USD 141,100,000) as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.08 of this Agreement (“Non-Concessional Portion of the Loan”); and
 - (b) a concessional portion of the Loan in an amount of fifty eight million nine hundred thousand United States Dollars (USD 58,900,000) (“Concessional Portion of the Loan”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Loan Account shall be deposited by the Bank into an account specified by the Borrower and acceptable to the Bank.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Non-Concessional Portion of the Loan.
- 2.04. (a) The Commitment Charge payable by the Borrower shall be equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Balance of the Non-Concessional Portion of the Loan.
- (b) The Commitment Charge shall not be applied to the Concessional Portion of the Loan.
- 2.05. (a) The interest payable by the Borrower on the Non-Concessional Portion of the Loan for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Fixed Spread.
- (b) The Concessional Portion of the Loan shall be made available on a non-reimbursable basis.
- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Non-Concessional Portion of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project through MOPIC in coordination with MOH in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension is that the Borrower's refugee protection framework is no longer adequate, in the opinion of the Bank.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE VI— REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower's Representative is its Minister responsible for planning and international cooperation.
- 6.02. The Borrower's Address is:

Ministry of Planning and International Cooperation
Post office Box 555
Amman, 11118
The Hashemite Kingdom of Jordan

Facsimile:

+962-6-464 9341

- 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

Telex: 248423(MCI) or 64145(MCI) Facsimile: 1-202-477-6391

AGREED as of the Signature Date

THE HASHEMITE KINGDOM OF JORDAN

By



Authorized Representative

Name: Mohamad Al-Ississ

Title: Minister of Planning and International Cooperation

Date: 29-Jul-2019

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By



Authorized Representative

Name: Saroj Kumar Jha

Title: Country Director

Date: 25-Jul-2019

SCHEDULE 1

Project Description

The objective of the Project is to support the Borrower in maintaining the delivery of primary and secondary health services to poor uninsured Jordanians and Syrian refugees at MOH facilities.

The Project consists of the following Original Project Parts, as amended:

1. **Results-based financing to Deliver Health Care Services at Primary and Secondary Health Care Facilities of MOH for the Target Population**

Results-based financing for the delivery of primary and secondary health care services to the Target Population, through the financing of Health Care Service Delivery expenditures.

2. **Improving Coverage and Quality of the Primary Healthcare Services**

2.1 Supporting MOH in strengthening Primary Health Care Services by incorporating a family health model and emphasizing human resource development, through, *inter alia*, a comprehensive assessment of gaps in human resources and skills needed to incorporate a national family health services model based on WHO's recommendations.

2.2 (a) Providing technical assistance and capacity building to strengthen the institutional capacity of (i) the Borrower's public health system, including *inter alia*, in health information systems, human resources, health insurance financing and strategic purchasing for services in the private sector; (ii) the Coordination Unit in project management, monitoring and evaluation; and (iii) MOH to maintain a grievance redress mechanism and raise awareness on gender-based violence issues; and

(b) Financing the cost of an independent verification of the services utilized by the Target Population at MOH facilities.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Borrower shall be responsible for the overall implementation of the Project and shall carry out the Project through its MOPIC, in coordination with designated focal points in its MOH; to this end, the Borrower shall, throughout Project implementation, ensure that MOPIC and MOH designate and assign staff in adequate numbers and with qualifications satisfactory to the Bank to be responsible for Project implementation.
2. The Borrower shall maintain at all times during Project implementation, a Coordination Unit in MOH, with terms of reference, mandate, composition and resources satisfactory to the Bank. Without limiting the foregoing, the Coordination Unit shall include a Project Coordinator, Financial Management Specialist, and a Procurement Specialist.

B. POM

The Borrower shall amend, no later than three (3) months after the Effective Date, the POM, in a manner satisfactory to the Bank, and shall ensure that the Project is carried out in accordance with the POM, and shall ensure that the POM is not amended, suspended, abrogated, or repealed and that no provision of the POM is waived, without prior approval of the Bank.

C. Expenditure Verification, Utilization Verification for Part 1 of the Project

1. The Borrower shall:
 - (a) cause the Audit Bureau to be responsible to conduct the Expenditure Verifications;
 - (b) furnish the Expenditure Verification to the Bank no later than six (6) months after each Reported Period;
 - (c) hire, no later than three (3) months after the Effective Date, and shall thereafter maintain, throughout Project implementation, the UVE, to conduct the Utilization Verification. The Borrower shall furnish Utilization Verification Audits no later than six (6) months after each Reported Period; and

- (d) furnish the Health Care Service Delivery Expenditure Report to the Bank, no later than six (6) months after each Reported Period.
- 2. The Borrower shall, throughout the implementation of the Project, take all necessary measures required to enable the UVE to visit any facilities and sites, and inspect all relevant documents and systems, for purposes of carrying out activities necessary for the preparation of the Utilization Verifications.

D. Financing under Part 2 of the Project based on Disbursement-Linked Indicators

- 1. The Borrower through MOH shall:
 - (a) implement Part 2 of the Project in accordance with the institutional, financial management and procurement arrangements set out in this Schedule 2 to this Agreement;
 - (b) monitor and furnish sufficient documentation to the Bank to enable the Bank to verify the data and other evidence supporting the achievement of one or more DLIs as set forth in the table in Schedule 5 to this Agreement;
- 2.
 - (a) The amount of payments which the Borrower may request for DLI- based financing under Part 2 of the Project shall be determined on the basis of the maximum amount allocated by the Bank to each DLI, subject to the provisions of Schedule 2 Section III, provided that such amount shall not exceed the total amount of payment for Eligible Expenditures incurred during the year covered by the DLI-based financing payment requested, excluding any amount of eligible expenditures financed from other sources of financing.
 - (b) Notwithstanding the provision of sub-paragraph (a) of this sub-section 2, all payments under the DLI-based financing shall be subject to the Bank's prior written approval and shall only be eligible for financing out of the proceeds of the Loan if and to the extent approved by the Bank in accordance with the provisions of Schedule 2 Section III.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

The Borrower shall furnish to the Bank each Project Report not later than one month after the end of a calendar year, covering the calendar year.

Section III. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the “Disbursement Guidelines for Investment Project Financing” dated February 2017, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures and pay the Front-end Fee, as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan (“Category”), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of the Non-Concessional Portion of the Loan Allocated (expressed in USD)	Amount of the Concessional Portion of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Health Care Service Delivery Expenditures under Part 1 of the Project	133,946,135	56,053,865	100%
(2) Eligible Expenditures Program under Part 2.1 of the Project	6,344,817	2,655,183	100% of each DLI Amount set out in Schedule 4 (or such lesser percentage as represents the total Eligible Expenditures incurred by the Borrower under the Eligible Expenditure Program)
(3) Goods, non-consulting services, and consulting services and Training for Part 2.2 of the Project	456,298	190,952	100%

(4) Front-end Fee	352,750	N/A	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07(b) of the General Conditions
TOTAL AMOUNT	141,100,000	58,900,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) from the Loan Account unless each withdrawal is made on a *pari passu* basis and at a 70.51%/29.5% ratio between the amount of the Non-Concessional Portion of the Loan allocated and the amount of the Concessional Portion of the Loan allocated.
 - (b) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$30,000,000 may be made for payments made prior to this date but on or after June 30, 2018, for Eligible Expenditures under Category (1);
 - (c) under Category (1) unless the Bank has received satisfactory evidence showing that health care services have been delivered to the Target Population, to be confirmed by a Health Care Service Delivery Expenditure Report furnished by the Borrower to the Bank containing: (a) an Expenditure Verification, satisfactory to the Bank, confirming the amount of Health Care Service Delivery Expenditures; and (b) a Utilization Verification, satisfactory to the Bank, confirming the utilization of health care services by the Target Population;
 - (d) under Category (2) unless and until the Borrower has furnished all required verification documents and information acceptable to the Bank showing achievement of the DLIs and sufficient for the Bank to certify the achievement of the DLIs; and
 - (e) under Category (3) of this Additional Financing unless and until the respective allocations under Category (3) of the Original Financing Agreement have been fully disbursed.
2. Notwithstanding the provisions of Part A of this Section, payments under Category (2) shall not exceed the maximum amounts allocated to the respective DLI(s) as provided in Schedule 5 to this Agreement.

3. Notwithstanding the provisions of paragraphs 1 and 2 of this Part B, if the Bank shall determine, based on the evidence provided by the Borrower under paragraph 2 of this Part B, that any DLI(s) have not been achieved or have been partially achieved by the end of the year during which such DLI(s) were scheduled to be met in accordance with Schedule 5 to this Agreement, the Bank may in its sole discretion, by notice to the Borrower:
 - (a) disburse in whole or in part the amount of the Loan allocated to such DLI(s) at any later time when such DLI(s) are met; and/or
 - (b) reallocate in whole or in part any amount of the Loan allocated to such DLI(s) to other DLI(s) under Category (2) or to other Categories.
4. Notwithstanding the foregoing, if the Bank determines, at any time, that any portion of the amounts disbursed by the Borrower under Category (1) was made for reimbursement of expenditures that are not eligible, the Borrower shall promptly refund any such amount to the Bank as the Bank shall specify by notice to the Borrower.
5. The Closing Date is October 31, 2023.

Section IV. Other Undertakings

The Borrower shall open a dedicated special account within the Central Bank of Jordan for the exclusive benefit of MOH and transfer, from the Borrower's budget, on an annual basis, and by no later than September 30, 2019 in the first year of the Project, and by no later than June 30 thereafter, an amount of \$7,500,000 for each of the four years of implementation of the Project, on terms and conditions acceptable to the Bank, for the purpose of providing health care services for Syrian refugees.

SCHEDULE 3

Amortization Schedule

The following table sets forth the Principal Payment Dates of the Non-Concessional Portion of the Loan and the percentage of the total principal amount of the Non-Concessional Portion of the Loan payable on each Principal Payment Date (“Installment Share”).

Level Principal Repayments

Principal Payment Date	Installment Share
On each May 15 and November 15 Beginning May 15, 2024 through November 15, 2053	1.64%
On May 15, 2054	1.6%

SCHEDULE 4

Amendments to the Original Financing Agreement

The Borrower and the World Bank hereby agree to amend the Original Financing Agreement to read as follows:

1. Paragraph B (3) of Section IV of Schedule 2, Project Execution, is hereby replaced in its entirety to read as follows:

“3. The Closing Date is October 31, 2023.”

SCHEDULE 5

Disbursement-linked Indicators under the Project

The following table specifies the Disbursement Linked Indicators (DLI) and the allocation of the amounts of the Loan to each DLI under Category 2:

Results Area	Category (including Disbursement Linked Indicator as applicable))	Amount of the Non- Concessional Portion of the Loan Allocated (expressed in USD)	Amount of the Concessional Portion of the Loan Allocated (expressed in USD)
Additional budget of MOH	DLI#1.1: From the baseline of US\$776,091,777 (JOD 550,419,700) (MOH's expenditures in the 2017 budget), MOH receives additional budget of US\$1,000,000 in the Jordanian fiscal year 2020 following declaration of effectiveness of the Project	733,333	266,667
Assessment of PHC coverage & quality gaps	DLI #1.2 MOH completes an assessment of gaps in human resources and skills needed to incorporate a nation-wide family health services model based on WHO recommendations including (i) mother and child health, nutrition, growth and development monitoring; and, (ii) prevention and early diagnosis of diabetes, hypertension and breast cancer.	733,333	266,667

Additional budget of MOH	DLI#2.1: From the baseline of US\$776,091,777 (JOD 550,419,700) (MOH's expenditures in the 2017 budget) MOH receives additional budget of US\$1,000,000 in the second consecutive Jordanian fiscal year following declaration of effectiveness of the Project	733,333	266,667
Development of an Implementation Plan to Improve Quality & Coverage of PHC	DLI#2.2 MOH develops and approves a costed and phased implementation strategy with a M&E system, incorporating feedback and inputs from all health directorates and development partners.	1,466,667	533,333
Additional budget of MOH	DLI#3.1: From the baseline of US\$776,091,777 (JOD 550,419,700) (MOH's expenditures in the 2017 budget) MOH receives additional budget of US\$2,000,000 in the third consecutive Jordanian fiscal year following declaration of effectiveness of the Project	1,466,667	533,333
Human resources capacity building to improve outcomes in PHC	DLI#3.2: MOH provides report on year 1 implementation results of the human resources capacity building and training activities as designed in the implementation strategy under DLI 2.2	1,466,667	533,333
Total		6,600,000	2,400,000

APPENDIX

Section I. Definitions

1. “Advance” means an advance payment made from the Loan Account, using the Advance payment method described in the Disbursement Guidelines, and to be documented within the time period set forth in the additional instructions referred to in Section IV.A.1 of Schedule 2 to this Agreement.
2. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011 and as of July 1, 2016.
3. “Audit Bureau” means the Borrower’s national audit agency established pursuant to Law No. 28 of 1952.
4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
5. “Concessional Portion of the Loan” means the amount of the Loan referred to in Section 2.01(b) of this Agreement; which has been contributed for the Project from the GCFF on grant basis.
6. “Coordination Unit” means an organizational unit within MOH referred to in Section I(A)(2) of Schedule 2 to this Agreement.
7. “Disbursement Linked Indicator” or “DLI” means in respect of Category (2), each of the indicators related to said Category as set forth in the table in Schedule 4 to this Agreement.
8. “Eligible Expenditures Program” means Eligible Expenditures incurred by the Borrower for the implementation of Part 2.1 of the Project, financed through the following budget code: Manpower Development (4605-601), Program: Manpower Development (4605); Activity: human resources management, training and qualifying (601).
9. “Expenditure Verification” means, for Part 1 of the Project, a financial audit of expenditures paid by MOH for the services utilized and produced by the Audit Bureau.

10. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated December 14, 2018, with the modifications set forth in Section II of this Appendix.
11. “Global Concessional Financing Facility” and “GCFF” each means the financing facility established with a focus on providing concessional financing to middle income countries most affected by the presence of large numbers of refugees, with an initial focus on the Syrian refugee crisis as it impacts Jordan and Lebanon, and referred to in the *Preamble* to this Agreement.
12. “Health Care Service Delivery Expenditure Report” means, for Part 1 of the Project, a report prepared by the Borrower indicating the amounts to be claimed from the Loan for the Target Population, as calculated by multiplying unit costs (derived from the Expenditure Verification) by the number of eligible services performed (derived from the Utilization Verification).
13. “Health Care Service Delivery Expenditures” means selected expenditures of MOH for providing primary and secondary health care services, agreed with the Bank, financed through the following budget codes: **Primary Health Care: 4610-601**; Program: Primary Health Care/ Health Services Centers (4610) Activity: Providing Primary Health Services (601); and **Secondary Health Care: 4615-601**; Program: Secondary Health Care/ Hospitals (4615) Activity: Providing Secondary Health Services (601).
14. “Loan” means the aggregate of the Concessional Portion of the Loan and the Non-Concessional Portion of the Loan as set forth in Section 2.01 of this Agreement.
15. “MOH” means the Borrower’s ministry in charge of health.
16. “MOI Cards” means a Ministry of the Interior Service Card issued by the Borrower’s Ministry of Interior (or any successor thereto).
17. “MOPIC” means the Borrower’s ministry in charge of planning and international cooperation.
18. “MOSD” means the Borrower’s ministry responsible for social development.
19. “Original Financing Agreement” means the financing agreement for the Jordan Emergency Health Project between the Borrower and the World Bank, dated June 23, 2018 (Loan Number: T8768-JO and GCFF TF Number TF0A5308), as amended.
20. “Original Project” means the Project described in Schedule 1 to the Original Financing Agreement.

21. “POM” means the project operations manual for the Project, to be adopted by the Borrower and satisfactory to the Bank, and referred to in Section I.C. of Schedule 2 to this Agreement, describing and setting forth procedures for implementation of the Project and institutional arrangements, consistent with the provisions of this Agreement and including, among other things, the fiduciary, technical and operational aspects and procedures for implementation of the Project, including the financial management procedures, procurement procedures, monitoring and evaluation arrangements, verification arrangements, other fiduciary and administrative arrangements, as the same may be amended from time to time by agreement with the Bank.
22. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated May 21, 2018, and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the Bank.
23. “Procurement Regulations” means the “World Bank Procurement Regulations for Borrowers under Investment Project Financing”, dated July 1, 2016, revised August and November 2018
24. “Reported Period” means consecutive periods of six months each for which the Borrower provides Utilization Verification and Expenditure Report under Component 1 of the Project.
25. “Target Population” means: (a) Syrian refugees who have been issued with MOI Cards; and (b) Jordanians who: (i) do not have health insurance; and (ii) (A) who are classified as ‘poor’ according to MOSD’s database; or (B) whose copayment for treatment is covered by the Borrower’s Royal Court due to inability to pay.
26. “Training” means costs incurred by the Borrower on account of approved workshops, and training of Borrower personnel involved in implementation of the Project, including study tours, travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to course preparation and implementation, all on the basis of budgets acceptable to the Bank.
27. “Utilization Verification” means, for Part 1 of the Project, an independent verification of the reported services utilized by the Target Population at primary and secondary MOH facilities, in the form of a formal report on the total number of outpatient and inpatient services provided to the Target Population, and produced by the UVE.
28. “UVE” means the independent utilization verification entity, satisfactory to the Bank, hired under the Project to conduct the Utilization Verification.

29. “WHO” means the World Health Organization.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Wherever used throughout the General Conditions, the term “Loan Payment” is modified to read “Payment of the Non-Concessional Portion of the Loan”. Furthermore, wherever used in Sections 3.02 to 3.08; Section 3.10; Section 4.01; Section 4.02 to 4.05 (including the Title); and Section 9.05, the term “*the Loan*” is modified to read “*the Non-Concessional Portion of the Loan*”; the term “*Unwithdrawn Loan Balance*” is modified to read “*Unwithdrawn Balance of the Non-Concessional Portion of the Loan*”; and the term “*Withdrawn Loan Balance*” is modified to read “*Withdrawn Balance of the Non-Concessional Portion of the Loan*”.
2. In Section 2.07, *Refinancing Preparation Advance; Capitalizing Front-end Fee and Interest*, the term “the Loan” in paragraph (a) and the term “the Loan” after “other charges on” in paragraph (c) of, is deleted and replaced with “the Non-Concessional Portion of the Loan”.
3. In the **Table of Contents**, the references to Sections, Section names and Section numbers are modified to reflect the modifications set forth in the paragraphs below.
4. Section 3.01. (*Front-end Fee*) is modified to read as follows:
“Section 3.01. *Front-end Fee; Commitment Charge*
 - (a) The Borrower shall pay the Bank a front-end fee on the Non-Concessional Portion of the Loan at the rate specified in the Loan Agreement (the “Front-end Fee”).
 - (b) The Borrower shall pay the Bank a commitment charge on the Unwithdrawn Balance of the Non-Concessional Portion of the Loan at the rate specified in the Loan Agreement (the “Commitment Charge”). The Commitment Charge shall accrue from a date sixty days after the date of the Loan Agreement to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. The Commitment Charge shall be payable semi-annually in arrears on each Payment Date.”
5. In the Appendix, **Definitions**, all relevant references to Section numbers and paragraphs are modified, as necessary, to reflect the modification set forth above.

6. Wherever used in the following definitions of the terms “Conversion”; “Currency Conversion”; “Default Interest Period”; “Default Interest Rate”; “Default Variable Rate”; “Fixed Rate”; “Fixed Reference Rate”; “Fixed Spread”; “Interest Rate Cap”; “Interest Rate Conversion”; “Principal Payment Date”; “Reference Rate Reset Date”; “Screen Rate”; “Variable Rate”; “Variable Spread”; “Variable Spread Fixing Charge”; the term “the Loan” is modified to read “the Non-Concessional Portion of the Loan”; the term “Unwithdrawn Loan Balance” is modified to read “the Unwithdrawn Balance of the Non-Concessional Portion of the Loan”; and the term “Withdrawn Loan Balance” is modified to read “Withdrawn Balance of the Non-Concessional Portion of the Loan”.
7. The Appendix is modified by inserting a new paragraph 19 with the following definition of “Commitment Charge”, and renumbering the subsequent paragraphs accordingly:

“19. “Commitment Charge” means the commitment charge specified in the Loan Agreement for the purpose of Section 3.01(b).”
8. In the renumbered paragraph 49 (originally paragraph 48) of the Appendix, the definition of “Front-end Fee” is modified by replacing the reference to Section 3.01 with Section 3.01 (a).
9. In the renumbered paragraph 68 (originally paragraph 67) of the Appendix, the definition of the term “Loan Payment” is modified to read as follows:

“68. “Loan Payment” means any amount payable by the Loan Parties to the Bank pursuant to the Legal Agreements or these General Conditions, including (but not limited to) any amount of the Withdrawn Loan Balance, interest, the Front-end Fee, the Commitment Charge, interest at the Default Interest Rate (if any), any prepayment premium, any transaction fee for a Conversion or early termination of a Conversion, the Variable Spread Fixing Charge (if any), any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Borrower.”
10. A new paragraph 73 with the following definition of “Non-Concessional Portion of the Loan” is added to the Appendix, and the remaining paragraphs are renumbered accordingly:

“73. “Non-Concessional Portion of the Loan” means portion of the Loan provided to the Borrower on non-concessional terms in the Loan Agreement.”
11. In the renumbered paragraph 73 (originally paragraph 72) of the Appendix, the definition of “Payment Date” is modified by deleting the word “is” and inserting the words “and Commitment Charge are” after the word “interest”.

12. In the renumbered paragraph 94 (originally paragraph 92) of the Appendix, the definition of “Unwithdrawn Loan Balance” is modified to read as follows:

“94. “Unwithdrawn Balance of the Non-Concessional Portion of the Loan” means the amount of the Non-Concessional Portion of the Loan remaining unwithdrawn from the Loan Account from time to time.”

13. In the renumbered paragraph 98 (originally paragraph 96) of the Appendix, the definition of “Withdrawn Loan Balance” is modified to read as follows:

“98. “Withdrawn Loan Balance” means the amounts of the: (i) Non-Concessional Portion of the Loan withdrawn from the Loan Account and outstanding from time to time; plus (ii) Concessional Portion of the Loan withdrawn from the Loan Account from time to time.”

14. A new paragraph 99 with the following definition of “Withdrawn Balance of the Non-Concessional Portion of the Loan” is added to the Appendix, and the remaining paragraphs are renumbered accordingly:

“99. “Withdrawn Balance of the Non-Concessional Portion of the Loan” means the amounts of the Non-Concessional Portion of the Loan withdrawn from the Loan Account and outstanding from time to time.”