

CONFORMED COPY

CREDIT NUMBER 2242 CHA

(Henan Agricultural Development Project)

between

PEOPLE'S REPUBLIC OF CHINA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 20, 1991

CREDIT NUMBER 2242 CHA

DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated June 20, 1991, between PEOPLE'S REPUBLIC OF CHINA (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS (A) the Borrower, having satisfied itself as to the feasibility and priority of the Project described in Schedule 2 to this Agreement, has requested the Association to assist in the financing of the Project;

(B) the Project will be carried out by Henan Province (Henan) with the Borrower's assistance and, as part of such assistance, the Borrower will make available to Henan the proceeds of the Credit as provided in this Agreement; and

WHEREAS the Association has agreed, on the basis, inter alia, of the foregoing, to extend the Credit to the Borrower upon the terms and conditions set forth in this Agreement and in the Project Agreement of even date herewith between the Association and Henan;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. The "General Conditions Applicable to Development Credit Agreements" of the Association, dated January 1, 1985, with the 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 the Preamble to this Agreement have the respective meanings therein set forth and the following additional terms have the following meanings:

(a) "ABC" means Agricultural Bank of China, a specialized banking institution established and operating under the laws of the Borrower;

(b) "BOFs" means the local bureaus of finance in Henan;

(c) "ha" means hectare;

(d) "PCBC" means the People's Construction Bank of China, a specialized banking institution established and operating under the laws of the Borrower;

(e) "PMOs" means the local project management offices to be established by Henan and referred to in paragraph 1 (b) (ii) of Schedule 2 to the Project Agreement;

(f) "Project Agreement" means the agreement between the Association and Henan of even date herewith, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental to the Project Agreement;

(g) "Project Area" means the twenty counties in Jiaozho, Xinxiang, Puyang and Kaifeng Municipalities and Shangqui Prefecture of Henan;

(h) "Project Entities" means farmers and agroprocessing and agroindustrial enterprises, engaged in carrying out the Project at the local level;

(i) "Provincial PMO" means the provincial project management office established by Henan and referred to in paragraph 1 (b) (i) of Schedule 2 to the Project Agreement; and

(j) "Special Account" means the account referred to in Section 2.02 (b) of this Agreement.

ARTICLE II

The Credit

Section 2.01. The Association agrees to lend to the Borrower, on the terms and conditions set forth or referred to in the Development Credit Agreement, an amount in various currencies equivalent to eighty-one million four hundred thousand Special Drawing Rights (SDR 81,400,000).

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

(b) The Borrower shall, for the purposes of the Project, open and maintain in Dollars a special deposit account in a bank and on terms and conditions satisfactory to the Association, including appropriate protection against set-off, seizure or attachment. Deposits into, and payments out of, the Special Account shall be made in accordance with the provisions of Schedule 3 to this Agreement.

Section 2.03. The Closing Date shall be December 31, 1997 or such later date as the Association shall establish. The Association shall promptly notify the Borrower of such later date.

Section 2.04. (a) The Borrower shall pay to the Association a commitment charge on the principal amount of the Credit not withdrawn from time to time at a rate to be set by the Association as of June 30 of each year, but not to exceed the rate of one-half of one percent (1/2 of 1%) per annum.

(b) The commitment charge shall accrue: (i) from the date sixty days after the date of this Agreement (the accrual date) to the respective dates on which amounts shall be withdrawn by the Borrower from the Credit Account or cancelled; and (ii) at the rate set as of the June 30 immediately preceding the accrual date and at such other rates as may be set from time to time thereafter pursuant to paragraph (a) above. The rate set as of June 30 in each year shall be applied from the next date in that year specified in Section 2.06 of this Agreement.

Section 2.05. The Borrower shall pay to the Association a service charge at the rate of three-fourths of one percent (3/4 of 1%) per annum on the principal amount of the Credit withdrawn and outstanding from time to time.

Section 2.06. Commitment charges and service charges shall be payable semiannually on April 15 and October 15 in each year.

Section 2.07. (a) Subject to paragraphs (b) and (c) below, the Borrower shall repay the principal amount of the Credit in semiannual installments payable on each April 15 and October 15 commencing October 15, 2001 and ending April 15, 2026. Each installment to and including the installment payable on April 15, 2011, shall be one and one-fourth percent (1-1/4%) of such principal amount, and each installment thereafter shall be two and one-half percent (2-1/2%) of such principal amount.

(b) Whenever: (i) the Borrower's gross national product per capita, as determined by the Association, shall have exceeded \$790 in constant 1985 dollars for five consecutive years; and (ii) the Bank shall consider the Borrower creditworthy for Bank lending, the Association may, subsequent to the review and approval thereof by the Executive Directors of the Association and after due consideration by them of the development of the Borrower's economy, modify the terms of repayment of installments under paragraph (a) above by requiring the Borrower to repay twice the amount of each such installment not yet due until the principal amount of the Credit shall have been repaid. If so requested by the Borrower, the Association may revise such modification to include, in lieu of some or all of the increase in the amounts of such installments, the payment of interest at an annual rate agreed with the Association on the principal amount of the Credit withdrawn and outstanding from time to time, provided that, in the judgment of the Association, such revision shall not change the grant element obtained under the above-mentioned repayment modification.

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

Section 2.08. The currency of the United States of America is hereby specified for the purposes of Section 4.02 of the General Conditions.

ARTICLE III

Execution of the Project

Section 3.01. (a) The Borrower declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement, and, to this end, without any limitation or restriction upon any of its other obligations under the Development Credit Agreement, shall cause Henan to perform in accordance with the provisions of the Project Agreement all the obligations of Henan therein set forth, shall take and

cause to be taken all action, including the provision of funds, facilities, services and other resources, necessary or appropriate to enable Henan to perform such obligations, and shall not take or permit to be taken any action which would prevent or interfere with such performance.

(b) The Borrower shall make the proceeds of the Credit available to Henan in accordance with arrangements satisfactory to the Association.

Section 3.02. Except as the Association shall otherwise agree, procurement of the goods, works and consultants' services required for the Project and to be financed out of the proceeds of the Credit shall be governed by the provisions of Schedule 1 to the Project Agreement.

Section 3.03. The Borrower and the Association hereby agree that the obligations set forth in Sections 9.03, 9.04, 9.05, 9.06, 9.07 and 9.08 of the General Conditions (relating to insurance, use of goods and services, plans and schedules, records and reports, maintenance and land acquisition, respectively) shall be carried out by Henan pursuant to Section 2.03 of the Project Agreement.

ARTICLE IV

Financial Covenants

Section 4.01. The Borrower shall:

(a) maintain, or cause to be maintained, in accordance with sound accounting practices, records and accounts reflecting expenditures for which payments are made out of the Special Account;

(b) have the records and accounts referred to in paragraph (a) of this Section for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Association;

(c) furnish, or cause to be furnished, to the Association as soon as available, but in any case not later than six months after the end of each such year the report of such audit by said auditors, of such scope and in such detail as the Association shall have reasonably requested; and

(d) furnish, or cause to be furnished, 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.

ARTICLE V

Remedies of the Association

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

(a) Henan shall have failed to perform any of its obligations under the Project Agreement.

(b) As a result of events which have occurred after the date of the Development Credit Agreement, an extraordinary situation shall have arisen which shall make it improbable that Henan will be able to perform its obligations under the Project Agreement.

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

ARTICLE VI

Effective Date; Termination

Section 6.01. The following event is specified as an additional condition to the effectiveness of the Development Credit Agreement within the meaning of Section 12.01 (b) of the General Conditions, namely, that the Borrower's State Council shall have approved this Agreement.

Section 6.02. The following is specified as an additional matter, within the meaning of Section 12.02 (b) of the General Conditions, to be included in the opinion or opinions to be furnished to the Association, namely, that the Project Agreement has been duly authorized or ratified by Henan, and is legally binding upon Henan in accordance with its terms.

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

ARTICLE VII

Representative of the Borrower; Addresses

Section 7.01. The Minister of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 7.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

Ministry of Finance
Sanlihe
Beijing, 100820
People's Republic of China

Cable address:

FINANMIN
Beijing

Telex:

22486 MFPRC CN

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:

197688 (TRT)
248423 (RCA)
64145 (WUI) or
82987 (FTCC)

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.

PEOPLE'S REPUBLIC OF CHINA

By /s/ Zhu Qizhen

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ A. Karaosmanoglu

Regional Vice President
Asia

SCHEDULE 1

Withdrawal of the Proceeds of the Credit

1. The table below sets forth the Categories of items to be financed out of the proceeds of the Credit, the allocation of the amounts of the Credit to each Category and the percentage of expenditures for items so to be financed in each Category:

Category	Amount of the Loan Allocated (Expressed in SDR Equivalent)	% of Expenditures to be Financed
(1) Works	24,600,000	45%
(2) Machinery and equipment	23,600,000)	100% of foreign expenditures;
)	100% of local expenditures
(3) Trucks and utility vehicles	1,300,000)	(ex-factory cost); and 75%
)	of local ex- penditures for
(4) Materials	26,700,000)	other items procured
)	locally
)	
(5) Consultants' ser- vices, overseas training and study tours	1,500,000	100%
(6) Unallocated	3,700,000	

TOTAL	81,400,000	
	=====	

2. For the purposes of this Schedule:

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

(b) the term "local expenditures" means expenditures in the currency of the Borrower or for goods or services supplied from the territory of the Borrower.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of payments made for expenditures prior to the date of this Agreement, except that withdrawals, in an aggregate amount not exceeding the equivalent of SDR 6,700,000, may be made on account of payments made for expenditures under Categories (1) through (5) before that date but after October 31, 1990.

SCHEDULE 2

Description of the Project

The objectives of the Project are: (i) to alleviate poverty; (ii) to improve and increase crop, livestock and fish production; (iii) to improve the use and management of water resources; (iv) to strengthen research and extension services; (v) to support agroprocessing and agroindustrial use of crops, livestock and fish production and by-products; and (vi) to strengthen agricultural institutions and support environmental protection programs in Henan.

The Project consists of the following parts to be carried out in the Project Area subject to such modifications thereof as the Borrower and the Association may agree upon from time to time to achieve such objectives:

Part A: Irrigation and Drainage

1. Expansion and rehabilitation of four Yellow River diversion schemes; construction and improvement of the Yu-Xia-Yong drainage;
2. Development of a groundwater irrigation scheme by the construction of about 8,900 new wells and rehabilitation of about 3,600 existing wells in Kaifeng, Xinxiang and Jiaozuo Municipalities and construction of about 1,300 new wells and rehabilitation of about 1,700 existing wells in Shanggui Prefecture; and construction of the Dongshahe River regulation scheme over approximately 91 kilometers.
3. Establishment of a pilot program to recharge the Puyang region aquifer using diverted Yellow River water and construction of a network of water distribution canals in the pilot program area.
4. Strengthening of the institutional capabilities of the Henan Water Conservancy Bureau (HWCB) to plan, monitor, operate and manage surface and ground water resources.
5. Support for research of water resource use, conservation and management by HWCB.

Part B: Agricultural Development

1. Construction of 20 county seed centers to produce, process and market high-quality wheat, rice, corn and soybean seeds and training of managers and staff of the county seed centers.
2. Provision of fertilizers and pesticides to improve crop yields.
3. Establishment of about 1,125 tunnel-style greenhouses, including training of farmers in greenhouse construction and production techniques.
4. Provision of seeds for planting windbreaks for soil protection.
5. Establishment of nurseries for growing improved wicker planting material and training in wicker planting, management and basket-weaving.
6. Rehabilitation of about 2,000 ha of existing fruit orchards and the establishment of about 7,200 ha of new fruit orchards in reclaimed low-yielding and waste lands.
7. Provision of laboratory and audiovisual equipment to about 20 county agrotechnical centers; upgrading of extension center facilities; and recruitment, training and hiring of about 8,500 female village farmer technicians for agricultural extension.
8. Financing of eight research programs and technical workshops to strengthen the linkages between research and extension services.
9. Training of county-level staff of the Henan Bureaus of Agriculture and Forestry in project management, orchard planning and design, pest and disease identification and control, and other project-related technical skills.

Part C: Livestock Development

1. Improvement of the livestock feed base by development of integrated alfalfa and

crop production for about 3000 cattle- and 1,500 sheep-raising households on about 10,500 ha of reclaimed waste lands.

2. Provision of seed, fertilizer, storage sheds and farm machinery and equipment to about 1,200 households for purposes of growing alfalfa as a cash crop and rehabilitating the soil along the southern bank of the Yellow River.

3. Provision of sheds, breeding equipment and breeding does to about 4,000 households in support of goat production.

4. Construction of buildings and feed mills and provision of equipment and working capital in support of pig production by six commercial pig farms and about 300 households.

5. Construction of houses and the provision of equipment and working capital to about 2,100 households in support of chicken boiler production; construction of seven processing and cold storage facilities.

6. Strengthening of livestock technical support services; financing of applied research projects and the provision of training for Project supervisory and technical personnel.

Part D: Aquaculture Development

1. Development and rehabilitation of about 1,015 ha of fish ponds and construction of and provision of equipment for four feed mills and hatcheries.

2. Financing of applied research projects to be carried out by the Henan Provincial Aquatic Product Research Institute and training of aquaculture technicians and farmers.

Part E: Agroprocessing and Agroindustry Support

1. Construction of three cold storage facilities for fruits, vegetables and meat.

2. Construction of a corn processing plant in Wenxian County to produce fructose.

3. Construction of a corn processing factory in Puyang Municipality to produce plant growth hormone (gibberellin).

4. Construction of a 15,000 ton-per-year paper mill with integrated pulp facilities in Wuzhi County.

5. A 10,000 ton-per-year expansion of an existing paper mill in Changyuan County.

Part F: Institutional Support

1. Technical assistance and training of project staff in the Provincial PMO and PMOs to strengthen Project management and cost accounting, monitoring, evaluation and reporting systems.

2. Provision of consultants' services for: (a) technical reviews of the design and equipment specifications of agroindustrial investments financed under Part E of the Project and broiler investments under Part C.5 of the Project; (b) development of water resources planning, program and operation and maintenance plans; and (c) training in environmental monitoring techniques and use of equipment.

3. Provision of equipment, training, study tours and operating funds for the environmental unit of the Provincial PMO, about 20 county environmental monitoring stations and two provincial environmental laboratories.

* * *

The Project is expected to be completed by December 31, 1996.

SCHEDULE 3

Special Account

1. For the purposes of this Schedule:

(a) the term "eligible Categories" means Categories (1) through (5) set forth in the table in paragraph 1 of Schedule 1 to this Agreement;

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

(c) the term "Authorized Allocation" means an amount equivalent to \$6,100,000 to be withdrawn from the Credit Account and deposited into the Special Account pursuant to paragraph 3 (a) of this Schedule.

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

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

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

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

(ii) Prior to or at the time of each such request, the Borrower shall furnish to the Association the documents and other evidence required pursuant to paragraph 4 of this Schedule for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into the Special Account such amount as the Borrower shall have requested and as shall have been shown by said documents and other evidence to have been made out of the Special Account for eligible expenditures.

All such deposits shall be withdrawn by the Association from the Credit Account under the respective eligible Categories, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.

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

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

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

(b) once the total unwithdrawn amount of the Credit allocated to the eligible Categories less the amount of any outstanding special commitment entered into by the

Association pursuant to Section 5.02 of the General Conditions with respect to the Project, shall equal the equivalent of twice the amount of the Authorized Allocation.

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

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

(b) If the Association shall have determined at any time that any amount outstanding in the Special Account will not be required to cover further payments for eligible expenditures, the Borrower shall, promptly upon notice from the Association, refund to the Association such outstanding amount.

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

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

