LOAN NUMBER 281 JA

Guarantee Agreement
(New Tokaido Line Project)

BETWEEN

JAPAN

AND

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

DATED MAY 2, 1961
LOAN NUMBER 281 JA

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(New Tokaido Line Project)

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INTERNATIONAL BANK FOR RECONSTRUCTION
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DATED MAY 2, 1961
Guarantee Agreement

AGREEMENT, dated May 2, 1961, between Japan (hereinafter called the Guarantor) and International Bank for Reconstruction and Development (hereinafter called the Bank).

WHEREAS by an agreement of even date herewith between the Bank and Japanese National Railways (hereinafter called the Borrower), which agreement and the schedules therein referred to are hereinafter called the Loan Agreement, the Bank has agreed to make to the Borrower a loan in various currencies equivalent to eighty million dollars ($80,000,000), 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 hereinafter provided; 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

Section 1.01. The parties to this Guarantee Agreement accept all the provisions of Loan Regulations No. 4 of the Bank dated February 15, 1961, subject, however, to the modifications thereof set forth in Schedule 3 to the Loan Agreement (said Loan Regulations No. 4 as so modified being hereinafter called the Loan Regulations), with the same force and effect as if they were fully set forth herein.
ARTICLE II

Section 2.01. Without limitation or restriction upon any of the other covenants on its part in this Agreement contained, the Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of the principal of, and the interest and other charges on, the Loan, the principal of and interest on the Bonds, and the premium, if any, on the prepayment of the Loan or the redemption of the Bonds, all as set forth in the Loan Agreement and in the Bonds.

Section 2.02. Whenever there is reasonable cause to believe that the funds available to the Borrower will be inadequate to meet the estimated expenditures required for carrying out the Project, the Guarantor undertakes to make arrangements promptly to provide the Borrower or cause the Borrower to be provided on reasonable terms with such funds as are needed to meet such expenditures.

ARTICLE III

Section 3.01. The Guarantor shall cause to be performed, in accordance with the provisions of the Loan Agreement, all the covenants and agreements of the Borrower in respect of the Project.

Section 3.02. It is the mutual intention of the Guarantor and the Bank that no other external debt shall enjoy any priority over the Loan by way of a lien on governmental assets. To that end, the Guarantor undertakes that, except as the Bank shall otherwise agree, if any lien shall be created on any assets of the Guarantor as security for any external debt, such lien will ipso facto equally and ratably secure the payment of the principal of, and interest and other charges on, the Loan and the Bonds, and that in the creation of any such lien express provision will be made
to that effect; provided, however, that the foregoing provi-
sions of this Section shall not apply to: (i) any lien created
on property, at the time of purchase thereof, solely as
security for the payment of the purchase price of such
property; (ii) any lien on commercial goods to secure a
debt maturing not more than one year after the date on
which it is originally incurred and to be paid out of the
proceeds of sale of such commercial goods; or (iii) any lien
arising in the ordinary course of banking transactions to
secure a debt maturing not more than one year after the
date on which it is originally incurred.

The term "assets of the Guarantor" as used in this
Section includes assets of the Guarantor or of any agency
of the Guarantor.

The Guarantor further undertakes that, within the limits
of its constitutional powers, it will make the foregoing un-
dertaking effective with respect to liens on the assets of
any of its political subdivisions and their agencies, including
local governing authorities.

SECTION 3.03. (a) The Guarantor and the Bank shall co-
operate fully to assure that the purposes of the Loan will
be accomplished. To that end, each of them shall furnish to
the other all such information as it shall reasonably request
with regard to the general status of the Loan. On the part
of the Guarantor, such information shall include information
with respect to financial and economic conditions in the
territories of the Guarantor and the international balance
of payments position of the Guarantor.

(b) The Guarantor and the Bank shall from time to time
exchange views through their representatives with regard
to matters relating to the purposes of the Loan and the
maintenance of the service thereof. The Guarantor shall
promptly inform the Bank of any condition which interferes
with, or threatens to interfere with, the accomplishment of
the purposes of the Loan or the maintenance of the service
thereof.
(c) The Guarantor shall afford all reasonable opportunity for accredited representatives of the Bank to visit any part of the territories of the Guarantor for purposes related to the Loan.

Section 3.04. The principal of, and interest and other charges on, the Loan and the Bonds shall be paid without deduction for, and free from, any taxes or fees imposed under the laws of the Guarantor or laws in effect in its territories; provided, however, that the provisions of this Section shall not apply to taxation of, or fees upon, payments under any Bond to a holder thereof other than the Bank when such Bond is beneficially owned by an individual or corporate resident of the Guarantor.

Section 3.05. This Agreement, the Loan Agreement and the Bonds shall be free from any taxes or fees that shall be imposed under the laws of the Guarantor or laws in effect in its territories on or in connection with the execution, issue, delivery or registration thereof.

Section 3.06. The principal of, and interest and other charges on, the Loan and the Bonds shall be paid free from all restrictions imposed under the laws of the Guarantor or laws in effect in its territories.

Section 3.07. The Guarantor will not take any action which would prevent or interfere with the performance by the Borrower of any of the covenants, agreements and obligations of the Borrower in the Loan Agreement contained and will take or cause to be taken all action necessary or appropriate to enable the Borrower to perform such covenants, agreements and obligations.

Article IV

Section 4.01. The Guarantor shall endorse, in accordance with the provisions of the Loan Regulations, its guarantee on the Bonds to be executed and delivered by the Borrower. The Minister of Finance of the Guarantor and
such person or persons as he shall designate in writing are designated as the authorized representatives of the Guarantor for the purposes of Section 6.12 (b) of the Loan Regulations.

**ARTICLE V**

**SECTION 5.01.** The following addresses are specified for the purposes of Section 8.01 of the Loan Regulations:

For the Guarantor:
- Minister of Finance
- Ministry of Finance
- 3-2, Kasumigaseki, Chiyoda-ku
- Tokyo, Japan

Alternative address for cablegrams and radiograms:
- Minister of Finance
- Okurasho, Tokyo

For the Bank:
- International Bank for Reconstruction and Development
- 1818 H Street, N.W.
- Washington 25, D. C.
- United States of America

Alternative address for cablegrams and radiograms:
- Intbafrad
- Washington, D. C.

**SECTION 5.02.** The Minister of Finance of the Guarantor is designated for the purposes of Section 8.03 of the Loan Regulations.

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

JAPAN

By /s/ Koichiro Asakai
Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By /s/ W. A. B. Iliff
Vice President