Loan Agreement

(Lifeline Road Network Improvement Project)

between

REPUBLIC OF ARMENIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated February 11, 2013
LOAN AGREEMENT

Agreement dated February 11, 2013, between REPUBLIC OF ARMENIA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). 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 lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of forty-five million Dollars ($45,000,000), 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"), to assist in financing the project described in Schedule I to this Agreement ("Project").

2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 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.

2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate 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 Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the interest payable by the Borrower shall instead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 (e) of the General Conditions.

2.05. The Payment Dates are May 15 and November 15 in each year.

2.06. The principal amount of the Loan shall be repaid in accordance with the provisions of Schedule 3 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; and (ii) a change of the interest rate basis applicable to: (A) 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; or (B) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread, or vice versa; or (C) all of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread.

(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.

ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower, through MOTC and its TPIU, with the assistance of ARD, shall carry out the Project 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 — EFFECTIVENESS; TERMINATION

4.01. The additional Condition of Effectiveness consists of the following, namely, that the Operational Manual is adopted by the Borrower, through MOTC.

4.02. The Effectiveness Deadline is the date hundred twenty (120) days after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Borrower’s Representative is its Ministry of Finance.

5.02. The Borrower’s Address is:

Ministry of Finance
1 Melik-Adamyan Street
Yerevan 0010
Republic of Armenia

Telex:

243331 LADA SU
5.03. 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: INTBAFRAD
Telex: 248423(MCI) or 64145(MCI)
Facsimile: 1-202-477-6391
AGREED at Yerevan, Armenia, as of the day and year first above written.

REPUBLIC OF ARMENIA

By

[Signature]

Authorized Representative

Name: Vache Gabrielyan
Title: Minister of Finance

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

[Signature]

Authorized Representative

Name: Jean-Michel Happi
Title: Country Manager
The objective of the Project is to improve access of rural communities to markets and services through the upgrading of selected Lifeline Roads, and to strengthen the capacity of the MOTC to manage the Lifeline Road Network.

The Project consists of the following parts:

Part 1: Lifeline Road Improvement

(a) Carrying out of improvement works for approximately 147 kilometers of selected roads within the Lifeline Road Network.

(b) Carrying out, on a pilot basis, of rehabilitation and routine maintenance works of approximately 23 kilometers of selected segments of the Lifeline Road Network, under the terms of a Rehabilitation and Maintenance Contract.

(c) Carrying out, on a pilot basis, of routine maintenance of selected sections of the Lifeline Road Network using Microenterprises.

(d) Carrying out of detailed design studies, related technical supervision activities and independent technical audits for rehabilitation activities under the Project.

(e) Carrying out of road safety improvement works, including Black Spots improvements.

Part 2: Project Management and Institutional Strengthening

(a) Provision of support for Project coordination and implementation through, the financing of operating costs required for Project administration and monitoring (including financial audits).

(b) Acquisition of a road asset management system database, including installation and training to ARD personnel for the use of said database, together with road survey equipment for surveying road conditions and traffic.

(c) Carrying out of a road safety program, including, inter alia, (i) the detailed design for carrying out of Black Spots improvement works; (ii) the provision of training programs for ARD personnel; (iii) road safety educational practices in Safe Villages schools, and (iv) carrying out of road safety campaigns linked to the Lifeline Road Network.

(d) Provision of technical assistance for, inter alia, the: (i) carrying out of a feasibility study for the rehabilitation and maintenance of roads using a performance-based approach, including the identification of at least one road section; (ii) carrying out of studies on social monitoring and evaluation related to the Project, as well as road sector financial sustainability; (iii) provision of training to MOTC staff and local
contractors on the new concepts introduced by the Project, including design and implementation of multi-year performance based contracts, efficient design standards, and planning and contract monitoring for MOTC and ARD staff; and (iv) carrying out of technical studies and detailed designs required for the preparation of potential future investments in the road sector.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional and other Arrangements

1. The Borrower shall maintain until completion of the Project the TPIU within MOTC, responsible for the management, coordination, implementation, monitoring and evaluation of the Project. TPIU shall have a structure, responsibilities, and key staff with functions, experience, responsibilities, qualifications and financing acceptable to the Bank.

2. The Borrower shall carry out the Project in accordance with the Operational Manual, satisfactory to the Bank, which shall include the rules, methods, guidelines, standard documents and procedures for the carrying out of the Project, including the following: (i) the detailed description of Project implementation activities and the detailed institutional arrangements of the Project; (ii) criteria for selecting the road sections to be rehabilitated and/or maintained under the Project, based on economic return or/and population being served; (iii) guidelines to follow in case of unexpected findings of objects with possible cultural or archeological value; (iv) the Project administrative, accounting, auditing, reporting, financial (including cash flow aspects in relation thereto), procurement and disbursement procedures (including customized statements of expenditures and all pertinent standard documents and model contracts in relation thereto); (v) the monitoring indicators for the Project; (vi) criteria for the selection of Microenterprises for the carrying out of Part 1(c) of the Project; and (vii) the EMF and the RPF. In the event that any provision of the Operational Manual shall conflict with this Agreement, the terms of this Agreement shall prevail. Except as the Borrower and the Bank may otherwise agree in writing, the Borrower shall not abrogate, amend, suspend, waive or otherwise fail to enforce the Operational Manual or any provision thereof.

3. The Borrower shall permit the use of standards recommended by the European committee for standardization on design and construction of roads and highways (in addition to the national standards) in the design and construction of road works under the Project.

B. Anti-Corruption

The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. Safeguards

The Borrower shall, through MOTC, implement the Project in accordance with:

(a) the EMF, and thereafter implement the pertinent EMP, in accordance with their terms and in a manner acceptable to the Bank, ensuring that civil works will not
commence in any road section unless the EMP for the respective section of the road has been prepared by the Borrower and approved by the Bank; and

(b) the RPF, and if resettlement/land acquisition is foreseen for specific road sections, thereafter implement the pertinent resettlement action plan or abbreviated plan, as the case may be, all in accordance with their terms and in a manner acceptable to the Bank, ensuring that civil works will not commence in specific road unless the pertinent resettlement action plan or abbreviated plan for the respective section of the road has been prepared and approved by the Bank and implemented by the Borrower.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

1. The Borrower, through MOTC, shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of the indicators acceptable to the Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Bank not later than one month after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

1. The Borrower, through MOTC, shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.

2. The Borrower, through MOTC, shall prepare and furnish to the Bank not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, in form and substance satisfactory to the Bank.

3. The Borrower, through MOTC, shall have the Financial Statements of the Project audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. Consultants’ Services. All consultants’ services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. **Particular Methods of Procurement of Goods, Works and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) National Competitive Bidding of the Borrower may be used for procurement of works and goods under the Project, provided that the following provisions are complied with:</td>
</tr>
<tr>
<td>(i) entities in which the Borrower owns a majority shareholding shall not be invited to participate in tenders for the Government, unless they are, and can be shown to be, legally and financially autonomous and operate under commercial law;</td>
</tr>
<tr>
<td>(ii) pre-qualification shall be conducted for large and complex works projects;</td>
</tr>
<tr>
<td>(iii) pre- and post-qualification criteria shall only pertain to past contract performance, financial, managerial and technical capabilities of bidders;</td>
</tr>
<tr>
<td>(iv) joint venture partners shall be jointly and severally liable for their obligations;</td>
</tr>
<tr>
<td>(v) no bids shall be rejected at bid opening;</td>
</tr>
<tr>
<td>(vi) bids can be cancelled and new bids invited, only if the conditions of clause 2.61 and 2.64 of the Procurement Guidelines are met;</td>
</tr>
</tbody>
</table>
| (vii) all bid evaluation criteria shall be quantifiable in monetary terms or expressed as a
pass/fail criteria;

(viii) advance Bank’s approval is required for any substantial modifications in the contract scope/conditions during implementation; and

(ix) the Borrower shall use standard bidding documents, satisfactory to the Bank;

<table>
<thead>
<tr>
<th>(b)</th>
<th>Shopping</th>
</tr>
</thead>
<tbody>
<tr>
<td>(c)</td>
<td>Direct Contracting</td>
</tr>
<tr>
<td>(d)</td>
<td>Community Participation procedures which have been found acceptable to the Bank.</td>
</tr>
</tbody>
</table>

C. **Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants’ services for those contracts which are specified in the Procurement Plan:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Quality-based Selection</td>
</tr>
<tr>
<td>(b) Selection under a Fixed Budget</td>
</tr>
<tr>
<td>(c) Selection based on Consultant’s Qualifications</td>
</tr>
<tr>
<td>(d) Least Cost Selection</td>
</tr>
<tr>
<td>(e) Single Source Selection</td>
</tr>
<tr>
<td>(f) Procedures set forth in Paragraphs 5.1 to 5.5 of the Consultants Guidelines for the Selection of Individual Consultants</td>
</tr>
</tbody>
</table>

D. **Review by the Bank of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the Bank’s Prior Review. All other contracts shall be subject to Post Review by the Bank.

**Section IV. 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 “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures 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.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants' services, and Operating Costs under the Project</td>
<td>44,887,500</td>
<td>80%</td>
</tr>
<tr>
<td>(2) Front-end Fee</td>
<td>112,500</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>45,000,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made from the Loan Account for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $9,000,000 equivalent may be made for payments made prior to this date but on or after November 13, 2012, for Eligible Expenditures under Category (1).

2. The Closing Date is June 30, 2017

Section V. Other Undertakings

The Borrower shall ensure, until completion of the Project, that adequate budgetary resources are allocated and made available for the maintenance of those sections of the Lifeline Road Network rehabilitated under the Project.
SCHEDULE 3

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.

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share (Expressed as a Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each May 15 and November 15</td>
<td></td>
</tr>
<tr>
<td>Beginning May 15, 2023 through May 15, 2037</td>
<td>3.33%</td>
</tr>
<tr>
<td>On November 15, 2037</td>
<td>3.43%</td>
</tr>
</tbody>
</table>

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 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


2. “ARD” means the Armenian Roads Directorate, a State non-commercial organization, established by the Borrower’s Decree No. 1720-N of December 2, 2004., responsible for maintaining interstate and republican main roads, or any successor thereto.

3. “Black Spots” means accident-prone locations along any given road.

4. “Category” means a category set forth in the table in Section IV of Schedule 4 to this Agreement.


6. “Environmental Management Framework or EMF” means the Borrower’s framework acceptable to the Bank, as published and available to the public on August 28, 2012, which contains the environmental protection measures in respect of the Project, including: (i) guidelines for the identification of existing environmental conditions and potential direct and indirect environmental impacts resulting from the carrying out of the Project; (ii) guidelines for the carrying out of environmental assessments and the preparation of environmental management plans, when applicable; (iii) the recommendation of mitigation measures for each negative impact identified; and (iv) measures for enhancing each identified positive impacts.

7. “Environmental Management Plans” or “EMPs” means: (a) any of the following Borrower documents, all dated November 5, 2012: (i) Plan for the M9-Arteni-Aragats-Getap road; (ii) Plan for the M1-Agarak-Byurakan-Antarut road; (iii) Plan for the M5-Nor Kesaria-Shenavan-Getashen road; (iv) Plan for the Nerkin Getashen-Verin Getashen-Madina road; (v) Plan for the Mayakovski-Nor Gyugh-Kotayk-Kapputan-Zovachen road; (vi) Plan for the M7-Arevashogh road; and (vii) Plan for the M12-Kornidzor road, setting forth the environmental management actions applicable to improvement works to be carried out during the first year of implementation of Part 1(a) of the Project; and (b) any of the Borrower’s plans derived from the EMF and to be prepared during the implementation of the Project previous to the commencement of any civil works under the Project.

9. “Lifeline Road Network” means a priority network comprised of about 4,000 kilometers of mainly main republican roads and about 2,250 kilometers of local roads, connecting rural communities to at least one interstate road.

10. “Microenterprises” means cooperatives or any other legal entities which shall have been selected by the Borrower and approved by the Bank for the purposes of carrying out routine maintenance activities under Part 1(c) of the Project, including, *inter alia*, basic cleaning of the roadway, drainage systems, road reserves and any existing road structure, minor repairs of roadways and road structures.


13. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated December 6, 2012 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

14. “Rehabilitation and Maintenance Contract” means a multi-year contract entered into by MOTC with a private sector contractor, which contract obligates said private sector contractor to undertake all phases of road rehabilitation and maintenance work as a single package.

15. “Resettlement” means the impact of an involuntary taking of land under the Project, which taking causes affected persons to have their: (i) standard of living adversely affected; or (ii) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently.

16. “Resettlement Policy Framework” means the document prepared by the Borrower and published and available to the public on September 14, 2012 and outlining general implementation procedures, mitigation measures and monitoring procedures for involuntary resettlement under the Project, including the procedures for the preparation and implementation of resettlement plans, as said framework may be amended from time to time with the Bank’s prior approval.

17. “Safe Villages” means the program that combines traffic calming measures, footway construction and an education program in schools located in villages near new improved roads, in order to prevent road accidents, especially those involving vulnerable road users such as pedestrians, children and the elderly.
18. “TPIU” means the Transport Project Implementation unit, a state institution within MOTC established by the Borrower’s Decree No. 1930-N of December 28, 2006 and referred to in Section I.A.1 of Schedule 2 to this Agreement.

19. “Operating Costs” means the reasonable operational costs (which would not have been incurred absent the Project), incurred by the TPIU related to Project implementation, including *inter alia*, the costs of communication, supplies, printing and publications, vehicle operation and maintenance, office refurbishment, maintenance and utilities, purchase and maintenance of office equipment and furniture and facilities, office property insurance costs, project financial audit expenses, local and international travel and training costs (including accommodations, transportation costs and per diem), bank charges, staff salaries (including associated taxes and charges) but excluding salaries of civil servants, staff insurance and social benefit package costs, logistics services, and such other expenditures as may be agreed upon by the Bank.

20. “Operational Manual” means the manual prepared by the Borrower referred to in Section I.A.2 of Schedule 2 to this Agreement.