LOAN	NUMBER	3068-INO
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LOAN AGREEMENT (Ordinary Operations)

(Inclusive Growth through Improved Connectivity Program – Subprogram 2)

between

REPUBLIC OF INDONESIA

and

ASIAN DEVELOPMENT BANK

DATED 29 November 2013

LOAN AGREEMENT (Ordinary Operations)

LOAN AGREEMENT dated 29 Nov. 2013 between REPUBLIC OF INDONESIA ("Borrower") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

- (A) ADB has received from the Borrower a development policy letter dated 23 September 2013 ("Policy Letter"), setting forth certain objectives, policies and actions, described in Schedule 1 to this Loan Agreement, designed to develop the Borrower's transport sector ("Program") which comprise a programmatic approach of two subprograms forming the Inclusive Growth through Improved Connectivity Program (the "Programmatic Approach") described in Schedule 1 to this Loan Agreement;
- (B) the Borrower has applied to ADB for a loan for the purposes of the second subprogram of the Programmatic Approach (the "Program"); and
- (C) ADB has agreed to make a loan to the Borrower from ADB's ordinary capital resources upon the terms and conditions set forth herein;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I

Loan Regulations; Definitions

Section 1.01. All the provisions of the Ordinary Operations Loan Regulations Applicable to LIBOR-Based Loans Made from ADB's Ordinary Capital Resources, dated 1 July 2001 ("Loan Regulations"), are hereby made applicable to this Loan Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications:

- (a) Section 2.01(49) is deleted and the following is substituted therefor:
 - 49. The term "Program" means the program for which ADB has agreed to make the Loan, as described in the Loan Agreement and as the description thereof may be amended from time to time by agreement between ADB and the Borrower.
- (b) The term "Project" wherever it appears in the Loan Regulations shall be substituted by the term "Program".

- (c) Section 2.01(51) is deleted and the following is substituted therefor:
 - 51. The term "Program Executing Agency" means the entity or entities responsible for the carrying out of the Program as specified in the Loan Agreement.
- (d) The term "Project Executing Agency" wherever it appears in the Loan Regulations shall be substituted by the term "Program Executing Agency".
 - (e) Section 3.03 is deleted and the following is substituted therefor:
 - Commitment Charge; Credit. (a) The Borrower shall pay a commitment charge on the unwithdrawn amount of the Loan at the rate and on the terms specified in the Loan Agreement.
 - (b) ADB shall provide to the Borrower a credit at the rate specified in the Loan Agreement, which credit shall remain fixed for the term of the Loan. ADB shall apply the credit against the interest payable by the Borrower.
 - (f) Section 3.06 is deleted and the following is substituted therefor:
 - Rebate. (a) Following any announcement by ADB that the Fixed Spread applicable to new Loans shall be reduced, ADB shall provide a Rebate to any Borrower with an outstanding Loan on which a higher Fixed Spread is applicable. The amount of the Rebate shall be determined by multiplying (i) the difference between the Fixed Spread applicable to the outstanding Loan and the Fixed Spread that will be applied to new Loans (expressed as a percentage per annum), by (ii) the principal amount of the outstanding Loan on which the Borrower shall pay interest for all interest periods commencing on and after the effective date of the lower Fixed Spread that will be applied to new Loans.
 - (b) Following any announcement by ADB that its Funding Cost Margin calculations with respect to any Loan Currency (or Approved Currency) in any Semester resulted in ADB achieving savings, ADB shall provide a Rebate to the Borrower. The amount of the Rebate shall be determined by multiplying (i) the Funding Cost Margin (expressed as a percentage per annum) by (ii) the principal amount of the Loan on which the Borrower shall pay interest for the Interest Period commencing immediately after the Semester for which the Funding Cost Margin was calculated. ADB shall apply the Borrower for the Interest Period commencing immediately after the Semester for which the Funding Cost Margin was calculated.

(g) Section 3.07 is deleted and the following is substituted therefor:

Surcharge. (a) Following any announcement by ADB that the Fixed Spread applicable to new Loans shall be increased, any Borrower with an outstanding Loan on which a lower Fixed Spread is applicable shall pay ADB a Surcharge. The amount of the Surcharge shall be determined by multiplying (i) the difference between the Fixed Spread that will be applied to new Loans and the Fixed Spread applicable to the outstanding Loan (expressed as a percentage per annum), by (ii) the principal amount of the outstanding Loan on which the Borrower shall pay interest for all interest periods commencing on and after the effective date of the higher Fixed Spread that will be applied to new Loans.

(b) Following any announcement by ADB that its Funding Cost Margin calculations with respect to any Loan Currency (or Approved Currency) in any Semester resulted in ADB incurring additional costs, the Borrower shall pay ADB a Surcharge. The amount of the Surcharge shall be determined by multiplying (i), the Funding Cost Margin (expressed as a percentage per annum) by (ii) the principal amount of the Loan on which the Borrower shall pay interest for the Interest Period commencing immediately after the Semester for which the Funding Cost Margin was calculated. ADB shall add the amount of the Surcharge to the interest payable by the Borrower for the Interest Period commencing immediately after the Semester for which the Funding Cost Margin was calculated.

Section 1.02. Wherever used in this Loan Agreement, the several terms defined in the Loan Regulations have the respective meanings therein set forth unless modified herein or the context otherwise requires. Additional terms used in this Loan Agreement have the following meanings:

- (a) "Bappenas" means the Badan Perencanaan Pembangunan Nasional or the National Development Planning Agency of the Borrower or any successor thereto;
- (b) "Coordinating Ministry of Economic Affairs" means the Coordinating Ministry of Economic Affairs of the Borrower or any successor thereto;
- (c) "Counterpart Funds" means the local currency generated from the Loan proceeds under the Program and referred to in paragraph 6 of Schedule 4 to this Loan Agreement;
- (d) "Deposit Account" means the account referred to in paragraph 3 of Schedule 3 to this Loan Agreement;
- (e) "Development Partners" means the multilateral and bilateral agencies that are providing financial assistance to the Borrower related to the Program, which includes

but not limited to ADB, International Bank for Reconstruction and Development, and Japan International Cooperation Agency;

- (f) "Eligible Imports" means the total imports of the Borrower during the relevant period minus the following imports during the same period:
 - (i) imports from countries which are not members of ADB;
 - (ii) imports of ineligible items specified in the Attachment to Schedule 3 to this Loan Agreement; and
 - (iii) imports financed by official international or bilateral aid agencies or any other loans or grants made by ADB;
- (g) "Eligible Items" means the Eligible Imports and services in connection with the delivery and installation of such imports and consulting services;
- (h) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2012, as amended from time to time);
- (i) "Ministry of Agriculture" means the Ministry of Agriculture of the Borrower or any successor thereto;
- (j) "Ministry of Communication and Information" means the Ministry of Communication and Information of the Borrower or any successor thereto;
- (k) "Ministry of Public Works" means the Ministry of Public Works of the Borrower or any successor thereto;
- (I) "Ministry of Trade" means the Ministry of Trade of the Borrower or any successor thereto;
- (m) "Ministry of Transport" means the Ministry of Transport of the Borrower or any successor thereto;
- (n) "National Land Agency" means the National Land Agency of the Borrower or any successor thereto;
- (o) "Policy Matrix" means the policy matrix as agreed between the Borrower and ADB and attached to the Policy Letter which sets forth actions accomplished or to be accomplished by the Borrower under the Programmatic Approach;
- (p) "Program Executing Agency" for the purposes of, and within the meaning of, the Loan Regulations means Bappenas or any successor thereto acceptable to ADB, which is responsible for the carrying out of the Program; and
 - (q) "Rupiah" or "Rp." means the currency of the Borrower.

ARTICLE II

The Loan

Section 2.01. (a) ADB agrees to lend to the Borrower from ADB's ordinary capital resources an amount of four hundred million Dollars (\$400,000,000) as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.06 of this Loan Agreement.

- (b) The Loan has a principal repayment period of 12 years, and a grace period as defined in paragraph (c) of this Section.
- (c) The term "grace period" as used in paragraph (b) of this Section means the period prior to the first Principal Payment Date in accordance with the amortization schedule set forth in Schedule 2 to this Loan Agreement.

Section 2.02. The Borrower shall pay to ADB interest on the principal amount of the Loan withdrawn and outstanding from time to time at a rate for each Interest Period equal to the sum of:

- (a) LIBOR; and
- (b) 0.60% as determined by Section 3.02 of the Loan Regulations less a credit of 0.20% as provided by Section 3.03 of the Loan Regulations.

Section 2.03. The Borrower shall pay a commitment charge of 0.15% per annum. Such charge shall accrue on the full amount of the Loan (less amounts withdrawn from time to time), commencing 60 days after the date of this Loan Agreement.

Section 2.04. Interest and other charges on the Loan shall be payable semiannually on 15 May and 15 November in each year.

Section 2.05. The Borrower shall repay the principal amount of the Loan withdrawn from the Loan Account in accordance with the provisions of Schedule 2 to this Loan Agreement.

Section 2.06. (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, whether withdrawn and outstanding or unwithdrawn, to an Approved Currency;
- (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding from a Floating Rate to a Fixed Rate, or vice versa; and

- (iii) the setting of limits on the Floating Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on said Floating Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by ADB shall be considered a "Conversion", as defined in Section 2.01(6) of the Loan Regulations, and shall be effected in accordance with the provisions of Article V of the Loan Regulations and the Conversion Guidelines.

ARTICLE III

Use of Proceeds of the Loan

Section 3.01. The Borrower shall cause the proceeds of the Loan to be applied to the financing of expenditures for the Program in accordance with the provisions of this Loan Agreement.

Section 3.02. The proceeds of the Loan shall be withdrawn in accordance with the provisions of Schedule 3 to this Loan Agreement, as such Schedule may be amended from time to time by agreement between the Borrower and ADB.

Section 3.03. The Loan Closing Date for the purposes of Section 9.02 of the Loan Regulations shall be 31 March 2014 or such other date as may from time to time be agreed between the Borrower and ADB.

ARTICLE IV

Particular Covenants

- Section 4.01. (a) The Borrower shall cause the Program to be carried out with due diligence and efficiency and in conformity with sound applicable technical, financial, business and development practices.
- (b) In the carrying out of the Program, the Borrower shall perform, or cause to be performed, all obligations set forth in Schedule 4 to this Loan Agreement.
- Section 4.02. The Borrower shall make available, promptly as needed and on terms and conditions acceptable to ADB, the funds, facilities, services, land and other resources, as required, in addition to the proceeds of the Loan, for the carrying out of the Program and for the operation and maintenance of the Program facilities.
- Section 4.03. The Borrower shall ensure that the activities of its departments and agencies with respect to the carrying out of the Program are conducted and coordinated in accordance with sound administrative policies and procedures.

- Section 4.04. (a) The Borrower shall maintain, or cause to be maintained, records and documents adequate to identify the Eligible Items financed out of the proceeds of the Loan and to indicate the progress of the Program.
- (b) The Borrower shall enable ADB's representatives to obtain any relevant records and documents referred to in paragraph (a) of this Section.
- Section 4.05. (a) As part of the reports and information referred to in Section 7.04 of the Loan Regulations, the Borrower shall furnish, or cause to be furnished, to ADB all such reports and information as ADB shall reasonably request concerning (i) the Counterpart Funds and the use thereof; and (ii) the implementation of the Program, including the accomplishment of the targets and carrying out of the actions set out in the Policy Letter.
- (b) Without limiting the generality of the foregoing or Section 7.04 of the Loan Regulations, the Borrower shall furnish, or cause to be furnished, to ADB quarterly reports on the carrying out of the Program and on the accomplishment of the targets and carrying out of the actions set out in the Policy Letter.

ARTICLE V

Effectiveness

Section 5.01. The following is specified as an additional condition to the effectiveness of this Loan Agreement for the purposes of Section 10.01(f) of the Loan Regulations: all core policy actions, as specified in the Policy Matrix relating to Program, have been undertaken to the satisfaction of ADB.

Section 5.02. A date 90 days after the date of this Loan Agreement is specified for the effectiveness of the Loan Agreement for the purposes of Section 10.04 of the Loan Regulations.

ARTICLE VI

Miscellaneous

Section 6.01. The Minister of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 12.02 of the Loan Regulations.

Section 6.02. The following addresses are specified for the purposes of Section 12.01 of the Loan Regulations:

For the Borrower

Ministry of Finance Directorate General of Debt Management Frans Seda Building Jln. Dr. Wahidin Raya No. 1 Jakarta 10710, Indonesia

For Correspondence

Attn: Directorate of Loans and Grants

Facsimile Number:

+62 21 381 2859.

For Disbursements and Payments

Attn: Directorate of Evaluation, Accounting and Settlement

Facsimile Number:

+62 21 384 3712.

For ADB

Indonesian Resident Mission Gedung BRI II, Level 7 Jln. Jenderal Sudirman, Kav 44-46 Jakarta, Indonesia

Facsimile Number:

+62 21 251 2749.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Loan Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of ADB.

REPUBLIC OF INDONESIA

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ROBERT PAKPAHAN
Authorized Representative

ASIAN DEVELOPMENT BANK

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JAMES A. NUGENT

Director

Southeast Asia Department

Description of the Program

- 1. The principal objective of the Programmatic Approach is to reduce transport and logistics costs, which is a key requirement for the Borrower to achieve higher and more inclusive economic growth that is sustained over the medium term. The Programmatic Approach comprises two subprograms and the Program is the second subprogram. The Programmatic Approach is described in more detail in the Policy Letter.
- 2. The proceeds of the Loan are expected to be utilized by 31 March 2014.

Amortization Schedule

(Inclusive Growth through Improved Connectivity Program – Subprogram 2)

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 shall 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 ADB by multiplying: (a) the total principal amount of the Loan withdrawn and outstanding as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayment amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

Payment Due	<u>Installment Share</u>
	(Expressed as a %
15 May 2017	4.166667
15 November 2017	4.166667
15 May 2018	4.166667
15 November 2018	4.166667
15 May 2019	4.166667
15 November 2019	4.166667
15 May 2020	4.166667
15 November 2020	4.166667
15 May 2021	4.166667
15 November 2021	4.166667
15 May 2022	4.166667
15 November 2022	4.166667
15 May 2023	4.166667
15 November 2023	4.166667
15 May 2024	4.166667
15 November 2024	4.166667
15 May 2025	4.166667
15 November 2025	4.166667
15 May 2026	4.166667
15 November 2026	4.166667
15 May 2027	4.166667
15 November 2027	4.166667
15 May 2028	4.166667
15 November 2028	4.166659
TOTAL	100.000000

- 2. If the proceeds of the Loan shall not 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 as follows:
- (a) To the extent that any proceeds of the Loan shall have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the amount withdrawn and outstanding as of such date in accordance with paragraph 1 of this Schedule.
- (b) Any withdrawal made 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 ADB by multiplying the amount of each such withdrawal by a fraction, the numerator of which shall be the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (the Original Installment Share) and the denominator of which shall be the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such repayment amounts to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.
- 3. Withdrawals made within two (2) calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
- 4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the withdrawn principal amount of the Loan to an Approved Currency, the amount so converted in said Approved Currency that shall be repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by ADB by multiplying such amount in its currency of denomination immediately prior to said Conversion by either: (i) the exchange rate that reflects the amounts of principal in said Approved Currency payable by ADB under the Currency Hedge Transaction relating to said Conversion; or (ii) if ADB so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.
- 5. If the principal amount of the Loan withdrawn and outstanding from time to time shall be 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.

Withdrawal of Loan Proceeds

- 1. Except as ADB may otherwise agree, the following provisions of this Schedule shall apply to the withdrawal of Loan proceeds from the Loan Account.
- 2. (a) An application for withdrawal from the Loan Account shall be submitted to ADB by the Borrower and shall be in a form satisfactory to ADB.
- (b) Such withdrawal applications shall be accompanied by a certificate of the Borrower confirming that with respect to each year during which the proceeds of the Loan are expected to be disbursed, the value of the Eligible Imports is expected to be greater than the amount of the Loan expected to be disbursed during such year.
- (c) The Borrower shall allow experts appointed by ADB to verify the value of Eligible Imports during any period in respect of which the Borrower has certified the value of Eligible Imports in its withdrawal application.
- 3. (a) Prior to submitting the first application to ADB for withdrawal from the Loan Account, the Borrower shall nominate an account (Deposit Account) at Bank Indonesia into which all withdrawals from the Loan Account shall be deposited. The Deposit Account shall be established, managed and liquidated in accordance with terms and conditions satisfactory to ADB.
- (b) Separate accounts and records in respect of the Deposit Account shall be maintained in accordance with accounting principles acceptable to ADB. Upon ADB's request, the Borrower shall have the financial statements for the Deposit Account audited by independent auditors, whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with international standards for auditing or the national equivalent acceptable to ADB. Promptly after their preparation but in any event not later than 6 months after the date of ADB's request, copies of such audited financial statements and the opinion of the auditors on the financial statements, in the English language, shall be furnished to ADB.
- (c) Throughout the Program implementation period, the Borrower shall submit trade statistics and any other information as ADB may require from time to time to assess the Borrower's compliance with the formula for determining Eligible Imports.
- 4. The proceeds of the Loan shall be disbursed in a single tranche upon effectiveness of this Loan Agreement.

Negative List

No withdrawals will be made for the following:

(i) expenditures for goods included in the following groups or sub-groups of the United Nations Standard International Trade Classification, Revision 3 (SITC, Rev. 3) or any successor groups or sub-groups under future revisions to the SITC, as designated by ADB by notice to the Borrower:

Table: Ineligible Items

Chapter	Heading	Description of Items
112		Alcoholic beverages
121		Tobacco, unmanufactured; tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitute
525		Radioactive and associated materials
667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof, fuel elements (cartridges), nonirradiated for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum-group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, nonmonetary (excluding gold ore and concentrates)

Source: United Nations.

- (ii) expenditures in the currency of the Borrower or for goods supplied from the territory of the Borrower;
- (iii) expenditures for goods supplied under a contract that any national or international financing institution or agency will have financed or has agreed to finance, including any contract financed under any loan or grant from the ADB;
- (iv) expenditures for goods intended for a military or paramilitary purpose or for luxury consumption;
- (v) expenditures for narcotics;
- (vi) expenditures for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Borrower or international agreements to which the Borrower is a party, and any other goods designated as environmentally hazardous by agreement between the Borrower and ADB; and
- (vii) expenditures on account of any payment prohibited by the Borrower in compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

Program Implementation and Other Matters

Implementation Arrangements

- 1. The Program Executing Agency shall be responsible for the overall coordination of the Program and shall closely collaborate with the Coordinating Ministry of Economic Affairs, Ministry of Finance, Ministry of Public Works, Ministry of Transport, Ministry of Communication and Information, Ministry of Agriculture, Ministry of Trade, and National Land Agency.
- 2. The Borrower shall form a Program Steering Committee to be chaired by the Vice Minister of National Development Planning/Vice Chairman of BAPPENAS and shall include senior representatives from the Coordinating Ministry of Economic Affairs, Ministry of Finance, Ministry of Public Works, Ministry of Transport, Ministry of Communication and Information, National Land Agency as well as the Development Partners. The Program Steering Committee shall meet semi-annually to (a) review and confirm attainment and compliance with policy actions; and (b) provide overall guidance on the implementation of the reform agenda under the Program.
- 3. The Borrower shall ensure that the activities of its departments and agencies with respect to the carrying out of Program are conducted and coordinated in accordance with sound administrative policies and procedures.

Policy Actions and Dialogue

- 4. The Borrower shall ensure that all policy actions adopted under the Programmatic Approach, as set forth in the Policy Letter and the Policy Matrix, continue to be in effect for the duration of the Programmatic Approach.
- 5. The Borrower shall keep ADB informed of policy discussions with other multilateral and bilateral aid agencies that may have implications for the implementation of the Programmatic Approach and shall provide ADB with an opportunity to comment on any resulting policy proposals.

Use of Counterpart Funds

6. The Borrower shall ensure that the Counterpart Funds are used to finance the implementation of certain programs and activities consistent with the objectives of the Programmatic Approach and shall provide the necessary budget appropriations to finance the structural adjustment costs relating to the implementation of reforms under the Programmatic Approach.

Governance and Anticorruption

7. The Borrower and the Program Executing Agency shall: (a) comply with ADB's Anticorruption Policy (1998, as amended to date) and acknowledge that ADB reserves the right to investigate directly, or through its agents, any alleged corrupt, fraudulent, collusive or coercive practice relating to the Program; and (b) cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

Monitoring and Review

8. ADB and the Borrower shall carry out semi-annual review of Program implementation. ADB and the Borrower shall agree on the updated outcome and output indicators to monitor Program implementation and evaluate its impact, within the overall framework of the Programmatic Approach. The policy actions under the Program shall be monitored through the Program Steering Committee, which is responsible for ensuring the implementation of policy actions and following up on progress.