

DEDIV/DINEX/SEDOC

MULTI-YEAR
DEPOSIT FACILITY AGREEMENT

Dated as of September 22, 1988

Among

BANCO CENTRAL DO BRASIL

and

REPUBLICA FEDERATIVA DO BRASIL

as Guarantor

and

CITIBANK, N.A.

as Agent

and

OTHERS

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THIS MULTI-YEAR DEPOSIT FACILITY AGREEMENT dated as of September 22, 1988 among:

- (i) BANCO CENTRAL DO BRASIL (the "Central Bank"),
- (ii) REPUBLICA FEDERATIVA DO BRASIL (the "Guarantor" or "Brazil"),
- (iii) each Person who executes this Agreement on or prior to the Initial Credit Date (an "Original Bank"),
- (iv) at and after the Adoption Effective Date of a Person (other than a Person listed on the signature pages hereof on the Initial Credit Date) (an "Adopting Bank") which adopts this Agreement as contemplated by Section 2.10, such Adopting Bank, and
- (v) CITIBANK, N.A. ("Citibank"), as agent for the Original Banks and the Adopting Banks (collectively, the "Banks") hereunder (such agent and any successor agent hereunder being the "Agent").

PRELIMINARY STATEMENTS

(a) In June 1988, Brazil (see Section 1.01 for definitions of certain terms used herein) distributed the Financing Plan dated June 22, 1988 to the International Financial Community.

(b) The Financing Plan contemplates

(i) in Section I thereof, new money facilities in an aggregate amount of U.S. Dollars 5.2 billion, which will be implemented by the Parallel Financing Agreement, the Cofinancing Agreement, the New Money Trade Deposit Facility and the NMB Subscription Agreement,

(ii) in Section II thereof,

(x) the restructuring of the maturities of Brazilian private and public sector debt originally due in the years 1987 through 1993,

(y) a retroactive interest rate adjustment to the 1983, 1984, 1985 and 1986 Existing DFA Deposits and to the 1987 and 1988 Interim Deposits, and

(z) an interest rate adjustment in respect of unmatured public sector debt bearing interest at other than fixed rates,

which will be implemented by this Multi-Year Deposit Facility Agreement,

(iii) in Section III thereof, maintenance of interbank outstandings in accordance with the Financing Plan, which will be implemented by the 1988 Interbank Commitment Letter,

(iv) in Section IV thereof, maintenance of trade credit in accordance with the Financing Plan, which will be implemented by the 1988 Trade Commitment Letter, and

(v) in Section V thereof, the issuance of Brazil Investment Bonds, which will be implemented by the Brazil Investment Bond Exchange Agreement.

(c) This Multi-Year Deposit Facility Agreement provides for the restructuring of principal maturities of Brazilian medium-term indebtedness owed to commercial lenders and due in the years 1987 through 1993 as well as the inclusion of Deposits under the 1983, 1984, 1985 and 1986 Deposit Facility Agreements and the 1987 and 1988 Interim Deposits.

(d) This Multi-Year Deposit Facility Agreement also contains provisions, set forth in Section 12.01, pursuant to which any party may propose amendments to the Agreement and related consultations among the parties with respect thereto. Any such proposed amendment under said Section 12.01 shall be based upon any financial, economic or other factors, events or circumstances, that the party proposing it deems relevant, including any change in international economic variables.

(e) The Retroactive Interest Rate Adjustment Agreement set forth as Annex H to this Agreement provides for adjustments to be made to give retroactive effect from January 1, 1988 to the new margin of 13/16 percent for all LIBO, Domestic and Fixed Deposits and to give retroactive economic effect to certain additional adjustments in respect of Domestic Deposits from the first interest payment date in 1988.

(f) The Interest Rate Adjustment Agreement set forth as Annex I to this Agreement provides for new interest rates to become applicable to debt held by banks under Original Agreements (as defined in such Annex) covering the

Brazilian public sector debt described therein from the first interest payment date in 1989 and for new interest margins to become applicable to such debt as of January 1, 1989.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement the Central Bank, the Guarantor, the Banks and the Agent agree as follows:

ARTICLE I

DEFINITIONS; CURRENCY EQUIVALENTS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Adoption Agreement" has the meaning assigned to that term in Section 2.10.

"Adoption Effective Date" has the meaning assigned to that term in Section 2.10.

"Affected Debt" at any time (the "time of determination") means the portion of the principal of any External Indebtedness which (i) was disbursed prior to January 1, 1987, (ii) was issued or is outstanding under, or is evidenced or governed by, an Original Governing Instrument which, on January 1, 1987, provided that any portion of the principal of such External Indebtedness was permitted or required to be repaid on a date more than 360 days after the date on which any portion of such principal was disbursed (with the exception of 1986 Existing DFA Deposits (which are payable on demand)), (iii) was originally registered with, or authorized by, the Central Bank, in the name of a bank, under Law No. 4,131 of September 3, 1962, as amended, (iv) on January 1, 1987 was registered with, or authorized by, the Central Bank under Law No. 4,131 of September 3, 1962, as amended, and (v) on January 1, 1987 was scheduled under any Original Governing Instrument to be paid during the period beginning January 1, 1987 and ending December 31, 1993 (including any External Indebtedness which was so scheduled to be paid but which is required or permitted to be paid during 1994 by virtue of a provision of an Original Governing Instrument which provides that payment of such External Indebtedness be made on a day following a scheduled payment date if such scheduled payment date is not a working, banking, business or similar day); except:

(A) External Indebtedness consisting of publicly issued bonds, publicly issued floating rate certificates of deposit or publicly issued floating rate notes;

(B) External Indebtedness consisting of privately placed securities which are listed on Annex B hereto;

(C) External Indebtedness issued to non-Brazilian governments or government agencies (including export credit agencies) and External Indebtedness guaranteed or insured in whole or in part by such governments or agencies;

(D) External Indebtedness issued to, or guaranteed or insured in whole or in part by, supranational or multilateral organizations;

(E) External Indebtedness arising under foreign exchange or precious metals contracts;

(F) External Indebtedness consisting of lease obligations with respect to, or financings (including lease financings) secured by, ships, aircraft or drilling rigs;

(G) External Indebtedness consisting of interest subsidies provided under the FINEX program;

(H) External Indebtedness which was issued or is outstanding under, is governed or evidenced by, or enjoys the benefit of, any agreement or instrument (including any revolving credit or similar agreement) which at the time of determination provides for renewals, reborrowings, extensions or refundings of such External Indebtedness;

(I) External Indebtedness consisting of bankers' acceptances, commercial paper or commercial paper back-up facilities;

(J) External Indebtedness (including medium-term trade credits and indebtedness governed by the Interim Agreement) issued, disbursed or incurred after January 1, 1983 and constituting new money (other than External Indebtedness governed by (i) the 1983 New Money Agreement or any Additional Loan Agreement (as defined in the 1983 New Money Agreement) pursuant thereto, (ii) the 1983 Deposit Facility Agreement or any Arrangement (as defined in the 1983 Deposit Facility Agreement) pursuant

thereto, (iii) the 1984 New Money Agreement or any Additional Loan Agreement (as defined in the 1984 New Money Agreement) pursuant thereto, (iv) the 1984 Deposit Facility Agreement or any Arrangement (as defined in Section 1.01 of the 1984 Deposit Facility Agreement) pursuant thereto, (v) the 1985 Deposit Facility Agreement or any Arrangement (as defined in Section 10.02(d) of the 1985 Deposit Facility Agreement) or (vi) the 1986 Deposit Facility Agreement);

(K) External Brazilian Bank Credit; and

(L) The Other Downpayment Amounts..

"Affected LIBO Banks" means, with respect to each Deposit Currency and with respect to each Interest Period for LIBO Deposit Accounts, Banks (being at least three in number) holding Deposit Accounts in which the amounts on deposit constitute more than 50% of the amounts on deposit in all of the LIBO Deposit Accounts in such Deposit Currency during such Interest Period.

"Affiliate" of any Bank or the Agent means any Person controlling, controlled by, or under common control with, such Bank or the Agent.

"Agent" has the meaning assigned to that term in the preamble to this Agreement.

"Agent's Account" means, with respect to each Deposit Currency, the bank account of the Agent with each depository specified below for such Deposit Currency, or such other account as the Agent may designate from time to time by notice to the Central Bank and the Banks:

<u>Deposit Currency</u>	<u>Name and Address of Depository</u>	<u>Agent's Account Name and Number</u>
Belgian Francs	Citibank, N.A. Avenue de Tervuren 249 P.O. Box 7 B-1150 Brussels, Belgium	Citibank Western Hemisphere Agency No. 570801620586
Canadian Dollars	Citibank, N.A. University Place Suite 1900 123 Front Street West Toronto, Ontario Canada M5Y 2M3	Citibank Western Hemisphere Agency No. 2070035009

<u>Deposit Currency</u>	<u>Name and Address of Depository</u>	<u>Agent's Account Name and Number</u>
Deutsche Marks	Citibank Aktiengesellschaft Postfach 2505 Grosse Gallusstrasse 16 6000 Frankfurt/Main Federal Republic of Germany	Citibank Western Hemisphere Agency No. 4120061009
Dutch Guilders	Citibank, N.A. Herengracht 545-549 P.O. Box 2055 1000 CB Amsterdam, Netherlands	Citibank Western Hemisphere Agency No. 266095917
European Currency Units	Credit Lyonnais 19 Boulevard des Italiens 75002 Paris, France	Citibank Western Hemisphere Agency No. 9100/181-004-U
French Francs	Citibank, N.A. Citicenter 19 Leparvis La Defense 7 Paris, France	Citibank Western Hemisphere Agency No. 131350
Italian Lire	Citibank, N.A. (Milan) Foro Buonaparte N. 16 Casella Postale 10932 20121 Milan, Italy	Citibank Western Hemisphere Agency No. 4-105189/015
Japanese Yen	Citibank, N.A. 2-1 Ohtemachi 2-Chome Chiyoda-Ku CPO Box 108, Tokyo 100-91 Japan	Citibank Western Hemisphere Agency No. 0/221695/414
Portuguese Escudos	Banco Pinto & Sotto Mayor Av. Fontes Pereira de Melo 7-13 Lisbon, Portugal	CIG Western Hemisphere Agency No. 0189/08/0002705
Pounds Sterling	Citibank, N.A. Citibank House 336 Strand P.O. Box 78 London, WC2R 1HB England	Citibank Western Hemisphere Agency No. 607401

<u>Deposit Currency</u>	<u>Name and Address of Depository</u>	<u>Agent's Account Name and Number</u>
Spanish Pesetas	Banco Popular Espanol Velazquez 64 28006 Madrid Spain	Citibank Western Hemisphere Agency No. 26563-1
Swiss Francs	Citibank, N.A. Seestrasse 25 P.O. Box 826 8022 Zurich Switzerland	Citibank Western Hemisphere Agency No. 0/981653/09
U.S. Dollars	Citibank, N.A. 399 Park Avenue New York, NY 10043 United States of America	Citibank Western Hemisphere Agency No. 36003131

"Aggregate Amount" has the meaning assigned to that term in Section 4.01(b).

"1988 Agreed Minute" means the agreed minute executed by Brazil in respect of External Indebtedness owed to or guaranteed by non-Brazilian official agencies and due during the period from January 1, 1987 to and including March 31, 1990. "Subsequent Agreed Minute" means each agreed minute on the consolidation of the debt of Brazil subsequent to the 1988 Agreed Minute, if any, among the representatives of the governments of Brazil and countries holding Existing Official Credits with respect to all or a portion of Existing Official Credits.

"Agreement Currency" has the meaning assigned to that term in Section 12.06(a).

"Agreement to be Bound" means a letter agreement, substantially in the form of Schedule 8, executed and delivered to the Central Bank and the Agent by an Assignee pursuant to Section 12.10.

"1988 Agreements" means this Agreement, the Brazil Investment Bond Exchange Agreement, the Cofinancing Agreement, the Parallel Financing Agreement, the NMB Subscription Agreement, the New Money Trade Deposit Facility, the 1988 Trade Commitment Letter and the 1988 Interbank Commitment Letter.

"Alternate Currency" means each of Belgian Francs, Canadian Dollars, Deutsche Marks, Dutch Guilders, European Currency Units, French Francs, Italian Lire, Japanese Yen, Portuguese Escudos, Pounds Sterling, Spanish Pesetas and Swiss Francs.

"Amendment No. 1" means Amendment No. 1 to the 1984 Deposit Facility Agreement dated as of July 25, 1986.

"Amounts" preceded by "Central Bank" has the meaning assigned to that term in Section 5.01(g).

"Applicable Currency" has the meaning assigned to that term in Section 5.01(g)(v).

"Article IV Period" has the meaning assigned to that term in Section 8.02(g).

"Article IV Procedures" has the meaning assigned to that term in Section 8.02(g).

"Assignee" has the meaning assigned to that term in Section 12.10.

"Assignment Notice" means a notice substantially in the form of Schedule 7 delivered to the Central Bank and the Agent by an assignor pursuant to Section 12.10 upon an assignment of a Deposit Account (or portion thereof or interest therein).

"Availability Office" means, in connection with payments in U.S. Dollars, Citibank New York, and, in connection with payments in an Alternate Currency, the office of Citibank or any other bank or other financial institution selected from time to time by the Agent and notified to the Central Bank and the Banks.

"Averaging Conversion Reference Bank" means, for each relevant New Currency, the Conversion Reference Bank designated by the letters AVG in Annex J for such New Currency.

"Bank" means (i) each Original Bank and each Adopting Bank, and (ii) any successor or permitted assignee of such Person.

"Bank Advisory Committee for Brazil" means the group of sixteen banks acting as a communications link between Brazil and the International Financial Community. The members of the Bank Advisory Committee for Brazil are Arab Banking Corporation, Bank of America N.T. & S.A.,

Bank of Montreal, The Bank of Tokyo, Ltd., Bankers Trust Company, The Chase Manhattan Bank, N.A., Chemical Bank, Citibank, Credit Lyonnais, Deutsche Bank AG, Lloyds Bank Plc, Manufacturers Hanover Trust Company, Midland Bank plc, The Mitsubishi Bank, Limited, Morgan Guaranty Trust Company of New York and Union Bank of Switzerland.

"Banks" preceded by "___% of the" means, at the time of determination, Banks which hold the specified percentage of (i) the then aggregate unpaid principal amount of the Interim Deposits and Existing DFA Deposits held by all Banks (other than (A) Interim Deposits or Existing DFA Deposits which are considered paid pursuant to Section 2.05(b) and (c) and (B) Interim Deposits as to which a Guaranteed Affected Debt Notice and a related Rejection Notice have been timely given) and (ii) the sum of (X) the then aggregate unpaid principal amount of the Deposit Accounts and (Y) the then aggregate principal amount of Relending Disbursements by the Banks pursuant to Section 5.10 (which amounts at such time are required when repaid to be redeposited with the Central Bank in accordance with Section 5.10(f)); provided, that solely for purposes of this calculation, unless the obligation to redeposit repayments of any extension of credit made with a Relending Disbursement shall have been reduced or terminated in accordance with Section 5.10(g), each such repayment of an extension of credit made by such Bank with a Relending Disbursement shall be deemed to be required to be redeposited.

"Belgian Franc Domestic Rate" means, for each Interest Period for each Belgian Franc Deposit Account whose applicable Interest Rate is Domestic Rate, the rate per annum equal to the average (rounded upward, if necessary, to the nearest whole multiple of one-sixteenth of one percent (1/16%) per annum) of the rates per annum at which deposits in Belgian Francs are offered by each of the Belgian Franc Domestic Rate Reference Banks to prime banks in the Brussels interbank market at 11:00 A.M. (Brussels time) (or as soon thereafter as practicable) on the second Brussels banking day before the first day of such Interest Period for a period equal to such Interest Period and in an amount equal to 100,000,000 Belgian Francs.

"Belgian Franc Domestic Rate Reference Banks" means the principal office of each bank listed next to the appropriate heading in Annex J in the city indicated.

"Belgian Franc Fixed Rate" means, for each Belgian Franc Fixed Rate Period for each Belgian Franc Deposit Account whose applicable Interest Rate is Fixed Rate, the rate per annum determined by the Belgian Franc Fixed Rate Reference Bank to be the yield to maturity of the most recent Belgian State or Belgian State guaranteed public fixed rate bond issue within the three months preceding the first day of such Belgian Franc Fixed Rate Period in the Belgian capital market underwritten by Belgian banks ("consortium de prise ferme de fonds publics" or "vaste overname consortium voor overheidsfondsen") with a tenor approximating as closely as possible the duration of such Belgian Franc Fixed Rate Period, calculated on the basis of the coupon rate of interest borne by such bond issue, adjusted, if necessary, to

(i) amortize over the life of such bond issue any original issue discount or premium,

(ii) amortize over the life of such bond issue any underwriting discount granted to the members of the underwriting syndicate, and

(iii) reflect an equivalent rate for obligations on which interest is paid semiannually.

Notwithstanding the foregoing, if no such bonds shall have been issued within three months before the first day of such Belgian Franc Fixed Rate Period, the Belgian Franc Fixed Rate shall be the rate per annum determined by the Belgian Franc Fixed Rate Reference Bank to be the average (rounded, if necessary, to the nearest whole multiple of one ten-thousandth of one percent (0.0001%) per annum (0.00005% or more being rounded upward)) yield to maturity, based on the closing prices as quoted on the Brussels stock exchange two Brussels banking days prior to the first day of such Belgian Franc Fixed Rate Period, of the five most recent issues of fixed rate bonds issued or guaranteed by the Belgian State with remaining maturities of not less than three years.

"Belgian Franc Fixed Rate Period" means, for the amounts in each Belgian Franc Deposit Account whose applicable Interest Rate is Fixed Rate, the period commencing on the applicable Fixed Rate Annual Date and ending on the Interest Payment Date for such Deposit Account occurring on or nearest the fifth anniversary of the first day of such period, and thereafter each successive period commencing on the last day of the immediately preceding Belgian Franc Fixed Rate Period

therefor and ending on the earlier of (i) the Interest Payment Date for such Deposit Account occurring on or nearest the fifth anniversary of the first day of such period and (ii) the Final Maturity Date; provided, that the Belgian Franc Fixed Rate Period initially determined by reference to the Final Maturity Date shall last until such Deposit Account is paid in full.

"Belgian Franc Fixed Rate Reference Bank" means the principal office of the bank listed next to the appropriate heading in Annex J in the city indicated.

"Belgian Francs" or "BFF" each means lawful currency of the Kingdom of Belgium, of the type commonly referred to as "financial francs".

"BIB Closing Date" means the Business Day on or prior to September 30, 1989 on which the conditions for the exchange of Exchangeable Debt for Brazil Investment Bonds set forth in the Brazil Investment Bond Exchange Agreement have been satisfied and such exchange is deemed made.

"Brazil" has the meaning assigned to that term in the preamble to this Agreement.

"Brazil Investment Bond Exchange Agreement" means the Brazil Investment Bond Exchange Agreement dated as of September 22, 1988 among Brazil, Citibank, as closing agent, and others.

"Brazil Investment Bonds" means the Brazil Investment Bonds issued pursuant to Article II of the Brazil Investment Bond Exchange Agreement.

"Business Day" means a day of the year on which dealings are carried on in the London interbank market and banks are scheduled in the normal course to be open for business in Amsterdam, Brussels, Frankfurt, Lisbon, London, Luxembourg, Paris, Madrid, Milan, Tokyo, Toronto and Zurich and are not required or authorized to close in New York City; provided, however, that if the Agent shall determine at any time after the Initial Credit Date that Annex A does not require banks to be open for business in any of the foregoing cities in order to maintain a common Business Day for all Deposit Accounts, then the Agent may in its discretion (but shall not be required to) notify the Borrower and the Banks that such city has been eliminated from this definition of Business Day, and the effect of such notification shall be to delete such city

from this definition; provided, further, that if the Agent shall from time to time determine after the Initial Credit Date that an additional city needs to be added to the foregoing cities to facilitate dealings and settlements in European Currency Units, the Agent shall notify the Central Bank and the Banks of the addition of such city to this definition, and the effect of such notification shall be to add such city to this definition; and provided, further, that solely for purposes of Sections 5.10 or 5.11 hereof, a "Business Day" shall mean a day on which banks are scheduled in the normal course to be open for business and for foreign exchange transactions in the cities of Brasilia, Rio de Janeiro and Sao Paulo and not required or authorized to close in New York City.

"Canadian Dollar Domestic Rate" means, for each Interest Period for each Canadian Dollar Deposit Account whose applicable Interest Rate is Domestic Rate, the rate per annum equal to the average (rounded, if necessary, to the nearest whole multiple of one-hundredth of one percent (1/100%) per annum (0.005% or more being rounded upward)) of the sum for each Canadian Dollar Domestic Rate Reference Bank of (x) the Canadian Dollar B.A. Rate plus (y) the Cost of Reserves.

For the purposes of this definition:

(a) "Canadian Dollar B.A. Rate" means, for each such Reference Bank, the rate determined by such Reference Bank, at approximately 9:30 A.M. (Toronto time) (or as soon thereafter as practicable), on the second Toronto banking day before the first day of such Interest Period, to be the bid rate for the purchase by such Reference Bank at face value of drafts denominated in Canadian Dollars and accepted by the other Canadian Dollar Domestic Rate Reference Banks, each in the amount of Canadian Dollars 5,000,000 and with a remaining term to maturity equal to the number of calendar days in such Interest Period; and

(b) "Cost of Reserves" means, for each such Reference Bank, a rate per annum determined pursuant to the following formula:

$$\frac{PB + S(B - T)}{100 - (P + S)}$$

where:

- B = the Canadian Dollar B.A. Rate for such Reference Bank;
- P = the percentage of notice deposit liabilities in Canadian Dollars which such Reference Bank is required to maintain as primary reserves pursuant to the provisions of the Bank Act (Canada) and the Reserves Regulations enacted thereunder;
- S = the percentage of its total deposit liabilities to residents of Canada that such Reference Bank is required to maintain as secondary reserves, as determined from time to time by the Bank of Canada; and
- T = the average yield (expressed as a rate of interest per annum) of 91-day or 182-day, as applicable, Government of Canada Treasury Bills tendered for sale by the Bank of Canada at the latest weekly tender of such Treasury Bills, as most recently published by the Bank of Canada before the first day of such Interest Period.

"Canadian Dollar Domestic Rate Reference Banks" means the principal office of each bank listed next to the appropriate heading in Annex J in the city indicated.

"Canadian Dollars", "CAN\$" or "CAN" each means lawful currency of Canada.

"Central Bank" has the meaning assigned to that term in the preamble to this Agreement.

"Circular 1132" means Circular No. 1,132 dated February 20, 1987 of the Central Bank regarding interest payments.

"Citibank" has the meaning assigned to that term in the preamble to this Agreement.

"Citibank London" means the principal London office of Citibank.

"Citibank New York" means the principal office of Citibank in New York City, located on the date hereof at 399 Park Avenue, New York, New York 10043 United States.

"Cofinancing Agreement" means the Commercial Bank Cofinancing Agreement dated as of September 22, 1988

among the Central Bank, for certain purposes set forth therein, Brazil, as borrower, Citibank, as agent, and others.

"Confirmation of Payment" means, with respect to any payment to the Agent hereunder, confirmation to the Agent by tested telex from the appropriate depository of the Agent (or by other means satisfactory to the Agent if the appropriate depository is Citibank) that freely transferable funds in the appropriate Deposit Currency in same day funds (or such other funds as may be customary for the settlement of international banking transactions for such Deposit Currency) and in the appropriate amount have been received unconditionally for the appropriate Agent's Account.

"Conversion Date" means the date for which a currency conversion is calculated pursuant to Section 1.02(a).

"Conversion Quotation Day" means

(i) with respect to each relevant New Currency (other than European Currency Units), a day of the year on which dealings in such New Currency are carried on in the principal financial center of the home country of such New Currency and no Conversion Reference Bank for such New Currency is required or authorized by law to close, and

(ii) with respect to European Currency Units as a New Currency, a day of the year on which (A) dealings in European Currency Units are carried on in the principal financial centers required to be open to permit dealings and settlements in European Currency Units in London, Paris, Brussels and Luxembourg (provided, that if the Agent shall from time to time determine after the Initial Credit Date that an additional city needs to be added to the foregoing cities to facilitate dealings and settlements in European Currency Units, the Agent shall notify the Central Bank and the Banks of the addition of such city to this definition, and the effect of such notification shall be to add such city to this definition) and (B) no Conversion Reference Bank for European Currency Units is required or authorized by law to close.

"Conversion Rate" means,

(i) for each Conversion Date (other than as specified in clause (ii) below) for the purchase of a New Currency designated below, the Conversion Rate designated for such New Currency:

<u>New Currency</u>	<u>Conversion Rate</u>
Deutsche Marks	Deutsche Mark Conversion Rate
French Francs	French Franc Conversion Rate
Pounds Sterling	Pounds Sterling Conversion Rate;

and

(ii) for each Conversion Date for the purchase of a New Currency (other than a New Currency identified in clause (i) above), the average (rounded upward to the nearest whole multiple of 1/10,000th of a unit of the relevant New Currency per unit of the relevant Original Currency) of the Spot Rates of Exchange for such Conversion Date of the Conversion Reference Banks (or banks substituted for them in accordance with the provisions of this Article) for such Original Currency against delivery of such New Currency.

"Conversion Rate Bank" means, with respect to each New Currency, the principal office of the bank listed next to the appropriate heading in Annex J in the city indicated.

"Conversion Reference Bank" means, with respect to each New Currency, the principal office of each bank listed next to the appropriate heading in Annex J in the city indicated.

"Credit" means each Original Maturity Credit, Interim Deposit Credit, Existing DFA Credit or other amount credited to a Deposit Account.

"Cruzado Equivalent" of any amount denominated in a currency other than Cruzados means the amount of Cruzados required under applicable laws and regulations prevailing in Brazil to purchase from the Central Bank (through a bank authorized to deal in foreign exchange in Brazil) an amount of such currency equal to such amount.

"Cruzados" means lawful currency of Brazil.

"Declaration" means either a Declaration of Termination or a Declaration of Acceleration.

"Declaration of Termination" means a declaration by the Agent pursuant to clause (i) of the last paragraph of Section 10.01. "Declaration of Acceleration" means a declaration by the Agent pursuant to clause (ii) of the last paragraph of 10.01.

"Deposit Account" means (i) a deposit account opened by the Central Bank in favor of a Bank hereunder (including all Credits and other amounts credited to such Deposit Account pursuant to this Agreement); (ii) if applicable, each portion of any Deposit Account of a Bank which is assigned by such Bank pursuant to Section 12.10; (iii) each portion of any Deposit Account of a Bank that continues to be held by such Bank after the assignment of another portion of such Deposit Account by such Bank pursuant to Section 12.10; (iv) each portion of any Deposit Account of a Bank that continues to be held by such Bank after a portion of such Deposit Account is made available to such Bank to make an extension of credit pursuant to Section 5.10; (v) if applicable, each portion of any Deposit Account redeposited with the Central Bank by such Bank pursuant to Section 5.10; and (vi) each portion of any Deposit Account of a Bank that continues to be held by such Bank after a portion of such Deposit Account is converted or exchanged pursuant to Section 5.11.

"Deposit Account", "Domestic Deposit Account", "Fixed Deposit Account" or "LIBO Deposit Account" preceded by the name of a Deposit Currency, means a Deposit Account, a Domestic Deposit Account, a Fixed Deposit Account or a LIBO Deposit Account, as the case may be, denominated in such Deposit Currency.

"Deposit Account Statement" means a statement with respect to a Deposit Account including information regarding the opening of such Deposit Account, the creation of any Subaccount therein and as to balances, Credits, debits, Relending Disbursements pursuant to Section 5.10, currency elections pursuant to Sections 2.03 and 2.07, conversions and exchanges pursuant to Section 5.11 and all other activity with respect to such Deposit Account occurring during a Deposit Account Period (or portion thereof) containing at least the information set forth in Schedule 1 and including such other information as may reasonably be requested from time to time of the Central Bank by any Bank through the Agent.

"Deposit Account Statement Date" means, without duplication, (i) the fifteenth day of each of the first five Months succeeding the Initial Credit Date and (ii) the fifteenth day of each March, June, September and December.

"Deposit Account Statement Period" means a period commencing on a Deposit Account Statement Date and ending on the succeeding Deposit Account Statement Date; provided, however, that the initial Deposit Account Statement Period shall commence on the Initial Credit Date and end on the first Deposit Account Statement Date to occur after the Initial Credit Date and provided, further, that the final Deposit Account Statement Period shall end on the day on which payment in full of all principal, interest and other amounts due under this Agreement shall have occurred.

"Deposit Currency" means each of U.S. Dollars and each Alternate Currency.

"Deposit Facility Agreement" (i) preceded by "1983" means the Deposit Facility Agreement dated as of February 25, 1983 among the Central Bank, Brazil, as guarantor, Citibank, as agent, and others, (ii) preceded by "1984" means the Deposit Facility Agreement dated as of January 27, 1984 among the Central Bank, Brazil, as guarantor, Citibank, as agent, and others, as amended by Amendment No. 1, (iii) preceded by "1985" means the 1985 Agreement, as defined in Amendment No. 1, (iv) preceded by "1986" means the 1986 Agreement, as defined in Amendment No. 1, and (v) appearing without any preceding date, means any of such Deposit Facility Agreements.

"Designated Bank" means each Bank which the Central Bank has designated by notice to such Bank and the Agent to be eligible to make the election contained in Section 3.09.

"Deutsche Mark Conversion Rate" means, for each Conversion Date for the purchase of Deutsche Marks, the rate resulting from the addition of Deutsche Marks 0.0004 to the rate (rounded upward, if necessary, to the nearest whole multiple of Deutsche Marks 0.0001 per unit of the Original Currency with which such purchase is to be made) which is the midpoint between the official buying and selling rates ("Amtlicher Kassa-Mittelkurs") at the Frankfurt/Main Foreign Currency Exchange ("Devisenboerse") for spot transactions in such Original Currency for

Deutsche Marks on the day on which such rate would normally be fixed at the Frankfurt/Main Foreign Currency Exchange for such spot transactions to be settled on such Conversion Date as ascertained by the Conversion Rate Bank for Deutsche Marks.

"Deutsche Mark Fixed Rate" means, for each Deutsche Mark Fixed Rate Period for each Deutsche Mark Deposit Account whose applicable Interest Rate is Fixed Rate, the fixed rate equal at all times to the average (rounded upward, if necessary, to the nearest whole multiple of one-sixteenth of one percent (1/16%) per annum) of the rates (adjusted, if necessary, to an equivalent rate for obligations on which principal and interest are payable semiannually) at which each of the Deutsche Mark Fixed Rate Reference Banks determines, one Frankfurt banking day before the first day of such Deutsche Mark Fixed Rate Period, that it could sell at par in the German capital market its bearer bonds in the principal amount of at least approximately Deutsche Marks 5,000,000 with installments corresponding as closely as practicable to the then remaining repayment schedule for principal installments of such Deposit Account and with a maturity equal to such Deutsche Mark Fixed Rate Period (or, if any of the Deutsche Mark Fixed Rate Reference Banks determines that it is unable to sell its bearer bonds in such amount, with such installments and with such a maturity, then with such a shorter maturity as most closely approximates the maturity described above, in which case any subsequent determination of the Deutsche Mark Fixed Rate shall occur on the Interest Payment Date occurring on or nearest the anniversary which is consistent with such shorter maturity as determined by the Deutsche Mark Fixed Rate Reference Banks and notified by the bank listed next to the appropriate heading in Annex J in the city indicated, to the Agent). Such Deutsche Mark Fixed Rate shall be notified to the Agent by such bank.

Notwithstanding the foregoing, for each amount in each Deposit Account denominated in Deutsche Marks whose applicable Interest Rate is Fixed Rate which is held by a Bank that is not a Landesbank and that certifies to the Agent (A) that it is not a Landesbank, (B) that it will hold such Deposit Account solely for its own account and (C) that it elects the Deutsche Mark Fixed Rate for Commercial Banks for such Deposit Account, "Deutsche Mark Fixed Rate" means, for all interest accruing on the amounts in such Deposit Account, for so long (but only so long) as such Deposit Account is held by a Bank that is

not a Landesbank, the rate per annum (the "Deutsche Mark Fixed Rate for Commercial Banks") equal to the average (rounded upward, if necessary, to the nearest whole multiple of one-sixteenth of one percent (1/16%)) of the rates (adjusted, if necessary, to an equivalent rate for obligations on which interest is payable semiannually) each of the Deutsche Mark Fixed Rate Reference Banks for Commercial Banks determines that deposits evidenced by loan notes ("Schuldscheindarlehen") are offered to each such Reference Bank by prime banks in the Federal Republic of Germany two Frankfurt banking days before the first day of such Deutsche Mark Fixed Rate Period in amounts of at least 5,000,000 Deutsche Marks, with annual maturities corresponding as closely as practicable to the then remaining repayment schedule for principal installments of such Deposit Account and, in the case of each such determination, with maturity equal to such Deutsche Mark Fixed Rate Period. Such Deutsche Mark Fixed Rate for Commercial Banks shall be notified to the Agent by the bank listed next to the appropriate heading in Annex J in the city indicated.

If, at any time, the Agent receives a notice of assignment pursuant to Section 12.10(b)(i) of the assignment of any Deposit Account (or portion thereof) bearing interest at the Deutsche Mark Fixed Rate for Commercial Banks, the amounts in such Deposit Account so assigned shall cease to bear interest at such rate as of the first Interest Payment Date following the fifteenth calendar day after the receipt by the Agent of such notice of assignment and shall bear interest from (and including) such Interest Payment Date at the rate otherwise applicable to Deutsche Mark Fixed Deposit Accounts, unless the assignee of such Deposit Account shall have certified in a notice to the Agent that it is not a Landesbank and that it holds such Deposit Account solely for its own account.

For purposes of this Agreement, "Landesbank" means a banking institution incorporated as a Landesbank pursuant to special state statute under the laws of any of the States of the Federal Republic of Germany and such institution's subsidiaries.

"Deutsche Mark Fixed Rate Period" means, for the amounts in each Deutsche Mark Deposit Account whose applicable Interest Rate is Fixed Rate (including Deposit Accounts whose applicable Interest Rate is the Deutsche Mark Fixed Rate for Commercial Banks), the period commencing on the applicable Fixed Rate Annual Date and

ending on the Interest Payment Date for such Deposit Account on or nearest the fourth anniversary of the first day of such period, and thereafter each successive period commencing on the last day of the immediately preceding Deutsche Mark Fixed Rate Period therefor and ending on the earlier of (i) the Interest Payment Date for such Deposit Account on or nearest the fourth anniversary of the first day of such period and (ii) the Final Maturity Date; provided, that the Deutsche Mark Fixed Rate Period initially determined by reference to the Final Maturity Date shall last until such Deposit Account is paid in full.

"Deutsche Mark Fixed Rate Reference Banks" means the principal office of each bank listed next to the appropriate heading in Annex J in the city indicated.

"Deutsche Mark Fixed Rate Reference Banks for Commercial Banks" means the principal office of each bank listed next to the appropriate heading in Annex J in the city indicated.

"Deutsche Mark LIBO Rate, as adjusted" has the meaning assigned to that term in clause (a) of the definition of "LIBO Rate".

"Deutsche Marks" or "DMK" each means lawful currency of the Federal Republic of Germany.

"Different Currency" has the meaning assigned to that term in Section 5.01(g)(v).

"Distribution Date" has the meaning assigned to that term in Section 5.03(a).

"Domestic Deposit Account" means, respectively, each Deposit Account whose Interest Rate is Domestic Rate pursuant to Section 2.03(b) and Section 3.02.

"Domestic Rate" has, with respect to each Deposit Currency in which Credits to a Domestic Deposit Account may be made, the meaning indicated below for such Deposit Currency:

<u>Deposit Currency</u>	<u>Domestic Rate</u>
Belgian Francs	Belgian Franc Domestic Rate
Canadian Dollars	Canadian Dollar Domestic Rate

Dutch Guilders	Dutch Guilder Domestic Rate
French Francs	French Franc Domestic Rate
Italian Lire	Italian Lira Domestic Rate
Japanese Yen	Japanese Yen Domestic Rate
Portuguese Escudos	Portuguese Escudo Domestic Rate
Spanish Pesetas	Spanish Peseta Domestic Rate
U.S. Dollars	U.S. Dollar Domestic Rate

"Domestic Rate Margin" means,

(i) for each Domestic Deposit Account (other than a Domestic Deposit Account whose applicable Interest Rate is the Japanese Yen Domestic Rate for Trust Banks), 13/16% per annum and

(ii) for each Domestic Deposit Account whose applicable Interest Rate is the Japanese Yen Domestic Rate for Trust Banks, 0.1175% per annum.

"Downpayment Amounts" means the MYDFA Downpayment Amounts and the Other Downpayment Amounts.

"Dutch Guilder Domestic Rate" means, for each Interest Period for each Dutch Guilder Deposit Account whose applicable Interest Rate is Domestic Rate, the rate per annum equal to the average (rounded upward, if necessary, to the nearest whole multiple of one-sixteenth of one percent (1/16%) per annum) of the rates per annum at which deposits in Dutch Guilders are offered by each of the Dutch Guilder Domestic Rate Reference Banks to prime banks in the Amsterdam interbank market at 11:00 A.M. (Amsterdam time) (or as soon thereafter as practicable) on the first day of such Interest Period for a period equal to such Interest Period and in an amount substantially equal to Dutch Guilders 25,000,000.

"Dutch Guilder Domestic Rate Reference Banks" means the principal office of each bank listed next to the appropriate heading in Annex J in the city indicated.

"Dutch Guilder Fixed Rate" means, for each Dutch Guilder Fixed Rate Period for each Dutch Guilder Deposit Account whose applicable Interest Rate is Fixed Rate, the

rate per annum equal to the average (rounded upward, if necessary, to the nearest whole multiple of one-sixteenth of one percent (1/16%) per annum) of the rates per annum at which deposits are offered by each of the Dutch Guilder Fixed Rate Reference Banks (adjusted, if necessary, to an equivalent rate for obligations on which principal and interest are payable semiannually) to prime banks in the Amsterdam interbank market at 11:00 A.M. (Amsterdam time) (or as soon thereafter as practicable) on the first day of such Dutch Guilder Fixed Rate Period for a period equal to such Dutch Guilder Fixed Rate Period and in an amount substantially equal to Dutch Guilders 25,000,000.

"Dutch Guilder Fixed Rate Period" means, for the amounts in each Dutch Guilder Deposit Account whose applicable Interest Rate is Fixed Rate, the period commencing on the applicable Fixed Rate Annual Date and ending on the Interest Payment Date for such Deposit Account occurring on or nearest the second anniversary of the first day of such period, and thereafter each successive period commencing on the last day of the immediately preceding Dutch Guilder Fixed Rate Period therefor and ending on the earlier of (i) the Interest Payment Date for such Deposit Account occurring on or nearest the second anniversary of the first day of such period and (ii) the Final Maturity Date; provided, that the Dutch Guilder Fixed Rate Period initially determined by reference to the Final Maturity Date shall last until such Deposit Account is paid in full.

"Dutch Guilder Fixed Rate Reference Banks" means the principal office of each bank listed next to the appropriate heading in Annex J in the city indicated.

"Dutch Guilders" or "DGU" each means the lawful currency of the Netherlands.

"Election Date" means, (i) in the case of an Original Maturity Credit made in favor of an Original Bank, the later of fifteen days before the Original Maturity Date of the item of Affected Debt in respect of which such Credit is made, and fifteen days after the Initial Credit Date, (ii) in the case of Interim Deposit or Existing DFA Credits made in favor of an Original Bank, the later of five days before the Value Date of such Credit and fifteen days after the Initial Credit Date, (iii) in the case of an Original Maturity Credit made in favor of an Adopting Bank, the later of fifteen

days before the Original Maturity Date of the item of Affected Debt in respect of which such Credit is made and fifteen days after such Adopting Bank's Adoption Effective Date and (iv) in the case of Interim Deposit or Existing DFA Credits made in favor of an Adopting Bank, the later of five days before the Value Date of such Credit and fifteen days after such Adopting Bank's Adoption Effective Date.

"Eligible Funds" means amounts in a Deposit Account (except for any MYDFA Downpayment Subaccount, Guaranteed Affected Debt Subaccount or Exchangeable Debt Subaccount) which are denominated in the same currency as the related item of Affected Debt, Interim Deposit or Existing DFA Deposit.

"European Currency Unit" or "ECU" each means, at any time, the sum of the Specified Component Amounts in effect at such time of the respective Component Currencies in use at such time. "Component Currency" in use at any time means any of the currencies which is at such time (or if at such time European Currency Units are not in use in the European Monetary System, as of the most recent date when European Currency Units were in use in the European Monetary System) a component of the European Currency Unit, as determined by regulation of the European Economic Community. "Specified Component Amount" of a Component Currency, as in effect at any time, means the amount of such Component Currency specified by regulation of the European Economic Community for use at such time (or if at such time European Currency Units are not in use in the European Monetary System, as of the most recent date when European Currency Units were in use in the European Monetary System) for purposes of computing the value of a European Currency Unit.

"Events of Termination" has the meaning assigned to that term in Section 10.01.

"Exchangeable Debt" means the portion of the principal of any External Indebtedness of the Central Bank, the Guarantor or any Governmental Agency which (i) was disbursed prior to the date hereof, (ii) was issued or is outstanding under, or is evidenced or governed by, an Original Governing Instrument which, on the date hereof, provided that any portion of the principal of such External Indebtedness was permitted or required to be repaid on a date more than 360 days after the date on

which any portion of such principal was disbursed (except with respect to any 1986 Existing DFA Deposit or any Interim Deposit), and (iii) on the date hereof was registered with, or authorized by, the Central Bank under Law No. 4,131 of September 3, 1962, as amended.

"Exchangeable Debt Schedule" means a schedule completed by an Exchanging Bank pursuant to the Brazil Investment Bond Exchange Agreement.

"Exchangeable Debt Subaccount" has the meaning assigned to that term in Section 2.06(b)(iv).

"Exchanging Bank" has the meaning assigned to that term in Section 5.12.

"Existing DFA Credit" has the meaning assigned to that term in Section 2.02(c).

"Existing DFA Deposit" (i) preceded by "1983", "1984", "1985" or "1986" means, with respect to any Bank, the principal amount of each Deposit outstanding to such Bank as of the date hereof under (and as defined in) each of the 1983, 1984, 1985 and 1986 Deposit Facility Agreements, and (ii) appearing without any of such preceding dates, means any of such Deposits.

"Existing Fixed Deposit Account" means a Deposit Account bearing interest based upon an Existing Fixed Rate.

"Existing Fixed DFA Deposit" means an Existing DFA Deposit bearing interest at a Fixed Rate under (and as defined in) a Deposit Facility Agreement.

"Existing Fixed Rate" means, for each Existing Fixed Deposit Account, the interest rate per annum fixed on the Value Date (as defined in the applicable Deposit Facility Agreement) of the Existing Fixed DFA Deposit with respect to which an Existing DFA Credit was made to such Existing Fixed Deposit Account, less, in the case of each such Existing Fixed DFA Deposit opened under the applicable Deposit Facility Agreement listed below, the applicable percentage for the Deposit Currency of such Existing Fixed DFA Deposit:

<u>Deposit Facility Agreement</u>	<u>Deposit Currency</u>	<u>%</u>
1983	Deutsche Marks	2.125
	Swiss Francs	2.125
	Japanese Yen	1.750
1984	Deutsche Marks	2.000
	Swiss Francs	2.000
	Japanese Yen	1.625
1985	Deutsche Marks	1.125
	Swiss Francs	1.125
	Japanese Yen	.530

"Existing Fixed Rate Period" means, for each Existing Fixed DFA Deposit (and for each Existing Fixed Deposit Account to which an Existing DFA Credit is made in respect of such Existing Fixed DFA Deposit), the last period for which the applicable fixed interest rate was determined pursuant to the Deposit Facility Agreement governing such Existing Fixed DFA Deposit prior to the crediting of the Existing DFA Credit in respect of such Existing Fixed DFA Deposit to an Existing Fixed Deposit Account under this Agreement.

"Existing Official Credits" means External Indebtedness outstanding on March 31, 1983 issued to, or guaranteed or insured in whole or in part by, non-Brazilian governments or government agencies (including export credit agencies) which on January 1, 1987 was scheduled under any Original Governing Instrument to be paid during the period from January 1, 1987 to December 31, 1993 (including any External Indebtedness which was so scheduled to be paid but which is required or permitted to be paid during 1994 by virtue of a provision of an Original Governing Instrument which provides that payment of such External Indebtedness be made on a day following a scheduled payment date if such scheduled payment date is not a working, banking, business or similar day).

"External Brazilian Bank Credit" means the amounts with respect to each of the calendar years 1988, 1989, and 1990 designated by the Central Bank in a notice to the Agent with respect to each such respective calendar year not in excess of the Conversion Amount (as such term is defined in the 1988 Interbank Commitment Letter)

applicable to such year, and in an aggregate amount for such years not to exceed the Conversion Amount (as such term is defined in the 1988 Interbank Commitment Letter), of the principal of all External Indebtedness which (i) excluding clause (K) of the definition of "Affected Debt" would constitute Affected Debt and (ii) on the date of this Agreement was held by a branch or agency of a Brazilian bank located outside of Brazil.

"External Indebtedness" means for any Person all Indebtedness of such Person payable (whether or not at the option of the holder thereof) in a currency other than Cruzados.

"Final Maturity Date" means September 15, 2007.

"Financing Plan" means the financing plan entitled "Republica Federativa do Brasil Financing Plan" dated June 22, 1988 and distributed to the International Financial Community prior to the date of this Agreement.

"Fixed Deposit Account" means each Deposit Account whose applicable Interest Rate is Fixed Rate pursuant to Section 2.03(b) or Section 3.02.

"Fixed Rate" means the Belgian Franc Fixed Rate, the Deutsche Mark Fixed Rate, the Dutch Guilder Fixed Rate, the French Franc Fixed Rate, the Japanese Yen Fixed Rate, the Swiss Franc Fixed Rate and the U.S. Dollar Fixed Rate.

"Fixed Rate Annual Date" means the 15th day of each March.

"Fixed Rate Margin" means,

(i) for each Fixed Deposit Account denominated in a Deposit Currency other than Japanese Yen, 13/16% per annum, and

(ii) for each Fixed Deposit Account denominated in Japanese Yen, 0.2175% per annum.

"Fixed Rate Period" means each Belgian Franc Fixed Rate Period, Deutsche Mark Fixed Rate Period, Dutch Guilder Fixed Rate Period, French Franc Fixed Rate Period, Japanese Yen Fixed Rate Period, Swiss Franc Fixed Rate Period and U.S. Dollar Fixed Rate Period.

"French Franc Conversion Rate" means, for each Conversion Date for the purchase of French Francs, the rate (rounded upward, if necessary, to the nearest whole multiple of French Francs 0.0001 per unit of the Original Currency with which such purchase is to be made) established as the official fixing ("cours fixing inscrit à la cote des agents de change") which is the midpoint between buying and selling rates on the Paris Stock Exchange ("Bourse de Paris") for spot transactions in such Original Currency for French Francs on the day on which such rate would normally be fixed for such spot transactions to be settled on such Conversion Date as ascertained by the Conversion Rate Bank for French Francs.

"French Franc Domestic Rate" means, for each Interest Period for each French Franc Deposit Account whose applicable Interest Rate is Domestic Rate, the rate per annum at which deposits in an amount approximately equal to French Francs 50,000,000 for a period equal to such Interest Period are offered in French Francs to prime banks in the Paris interbank market, as quoted by Telerate (or a similar electronic information service if Telerate shall not so quote) at approximately 11:30 A.M. (Paris time) (or as soon thereafter as practicable) on the first Paris banking day before the first day of such Interest Period (or, if Telerate or such similar electronic information service shall not quote such a rate, as determined by the Association Française des Banques ("AFB") on such day) and notified by the French Franc Domestic Rate Reference Bank to the Agent; provided, that, if Telerate, such similar electronic information service and AFB shall not determine a rate on the first Paris banking day before the first day of such Interest Period, the rate shall be determined through procedures agreed to by the Central Bank, the Agent and AFB (which procedures shall have been notified by the Agent to each Bank having a French Franc Domestic Deposit Account).

Notwithstanding the foregoing, for each French Franc Deposit Account whose applicable Interest Rate is Domestic Rate which is held by a Bank whose Lending Office is located within the Republic of France (as indicated in the records of the Agent on the first day of such Interest Period), "French Franc Domestic Rate" shall mean, for each such Deposit Account for such Interest Period, a rate per annum equal to the sum of

- (i) 100% of the rate determined pursuant to the first part of this definition plus
- (ii) 60% of the difference of
 - (x) the rate per annum representing the weighted average of the annual yields at which floating rate French Treasury Notes ("obligations assimilables du Trésor à taux variable") were allotted at the most recent monthly sale by auction of such notes on the first day of such Interest Period minus
 - (y) the rate per annum representing the weighted average of the annual yields at which 13 week French Treasury Bills were allotted at the weekly sale by auction of such bills in the week in which the monthly sale by auction referred to in paragraph (x) above was made ("taux hebdomadaire des Bons du Trésor à treize semaines").

The rates referred to in paragraphs (x) and (y) above shall be as quoted by Telerate (or a similar electronic information service if Telerate shall not so quote; or, if Telerate and such similar electronic information service shall not quote such a rate, as determined by "Caisse des Dépôts et Consignations" from time to time in its weekly publication, "structure des taux d'intérêt sur le marché obligataire français"). In the event that such rates shall not be quoted or published for three consecutive months, "French Franc Domestic Rate" for each such Deposit Account shall be determined through procedures agreed to by the Central Bank, the Agent and the Banks holding in excess of 75% of the aggregate principal amount on deposit in French Franc Domestic Deposit Accounts (which procedures shall have been notified by the Agent to each Bank having a French Franc Domestic Deposit Account).

"French Franc Domestic Rate Reference Bank" means the principal office of the bank listed next to the appropriate heading in Annex J in the city indicated.

"French Franc Fixed Rate" means, for each French Franc Fixed Rate Period for each French Franc Deposit Account whose applicable Interest Rate is Fixed Rate, the rate per annum equal to the sum of

(x) the rate per annum (adjusted, if necessary, by the French Franc Fixed Rate Reference Bank to an equivalent rate for obligations on which interest is payable at intervals equivalent to the intervals for Interest Payment Dates for French Franc Fixed Deposit Accounts in effect on the date of determination) equal to the average yield, for the calendar month in which the first day of such French Franc Fixed Rate Period occurs, of fixed rate bonds issued by French public sector entities in the French market ("moyenne arithmétique des taux moyens mensuels de rendement au règlement des emprunts non indexés garantis par l'Etat et assimilés") having a tenor equal to such French Franc Fixed Rate Period, as published by the Institut National de la Statistique et des Etudes Economiques ("INSEE") in the Bulletin mensuel de statistiques de l'INSEE and notified by the French Franc Fixed Rate Reference Bank to the Agent; provided, that to (but excluding) the day on which the Agent receives notice of such published average yield for any calendar month, such rate shall be the rate per annum equal to the average yield, for the calendar month in which the first day of such French Franc Fixed Rate Period occurs, of listed bonds ("rendement des obligations cotées") as published by INSEE in the above-mentioned bulletin under Financial Market, Yield on Listed Bonds (end of month), Long Term Public Sector, National Borrowers ("marché financier, rendement des obligations cotées (fin de mois), secteur public à long terme, emprunteurs nationaux") and notified by such Reference Bank to the Agent, plus

(y) six-tenths of one percent (0.6%) per annum;

provided, further, that if neither of the rates referred to in (x) above shall be so published, "French Franc Fixed Rate" shall be determined through procedures agreed to by the Central Bank, the Agent and the Banks holding in excess of 75% of the aggregate principal amount of French Franc Fixed Deposit Accounts (which procedures shall have been notified by the Agent to each Bank having French Franc Fixed Deposit Accounts).

"French Franc Fixed Rate Period" means, for the amounts in each French Franc Deposit Account whose applicable Interest Rate is Fixed Rate, the period commencing on the applicable Fixed Rate Annual Date and ending on the Interest Payment Date for such Deposit

Account occurring on or nearest the fifth anniversary of the first day of such period and, thereafter, each successive period commencing on the last day of the immediately preceding French Franc Fixed Rate Period therefor and ending on the earlier of (i) the Interest Payment Date for such Deposit Account occurring on or nearest the fifth anniversary of the first day of such period and (ii) the Final Maturity Date; provided, that the French Franc Fixed Rate Period initially determined by reference to the Final Maturity Date shall last until such Deposit Account is paid in full.

"French Franc Fixed Rate Reference Bank" means the principal office of the bank listed next to the appropriate heading in Annex J in the city indicated.

"French Francs" or "FF" each means lawful currency of the Republic of France.

"Governmental Agency" means (i) any ministry, department, authority, political subdivision or statutory corporation of Brazil, (ii) any ministry, department, authority or statutory corporation of any political subdivision of Brazil and (iii) any corporation or other entity owned or controlled, directly or indirectly, by Brazil or any entity described in clause (i) or (ii) above; provided, however, that the term "Governmental Agency" does not include the Central Bank.

"Guaranteed Affected Debt" means the portion of any item of Affected Debt which on January 1, 1987 (i) (x) was directly or indirectly guaranteed by any Person or (y) was in effect directly or indirectly guaranteed by any Person through (A) an agreement to pay or purchase such portion or to advance or supply funds for the payment or purchase of such portion, (B) an agreement to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such portion or to assure the holder of such portion against loss, (C) an agreement to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is received or such services are rendered), or (D) any other arrangement to assure a creditor against loss; (ii) was the subject of a so-called "comfort letter" or a so-called "letter of awareness" issued by any Person; or (iii) was secured by, or was entitled to the benefit of, any Lien.

"Guaranteed Affected Debt Notice" has the meaning assigned to that term in Section 2.05.

"Guaranteed Affected Debt Subaccount" has the meaning assigned to that term in Section 2.06(b)(i).

"Guaranteed Obligations" has the meaning assigned to that term in Section 9.01.

"Guarantor" has the meaning assigned to that term in the preamble to the Agreement.

"Home Currency" means, with respect to each Bank, the currency of the country under the laws of which such Bank is organized as has been selected by such Bank on Annex A hereto; provided, that

(i) such currency is a Deposit Currency;

(ii) the Home Currency for any Bank which is a branch or other office or agency in one country of a banking institution organized under the laws of another country is the currency of such other country;

(iii) the Home Currency for any Bank which is organized under the laws of one country and owned by a Parent Bank organized under the laws of another country is, at the election of such Bank as evidenced on Annex A hereto opposite such Bank's name, either (x) the currency of the country under the laws of which such Bank is organized or (y) the currency of such other country under the laws of which such Parent Bank is organized, provided, that if either of such currencies is not a Deposit Currency but formed a part of the European Currency Unit "basket" on March 31, 1987, such Bank's Home Currency may be European Currency Units;

(iv) the Home Currency for any Bank which is not owned by a Parent Bank is the currency of the country under the laws of which such Bank is organized, provided, that if such currency is not a Deposit Currency but formed a part of the European Currency Unit "basket" on March 31, 1987, such Bank's Home Currency shall be European Currency Units;

(v) Belgian Francs are the Home Currency for any Bank organized under the laws of Luxembourg

(other than a Bank which is owned by a Parent Bank organized under the laws of another country the currency of which is a Deposit Currency, in which case, its Home Currency shall be the currency of such other country); and

(vi) Deutsche Marks are the Home Currency for any Bank organized under the laws of the Republic of Austria (other than a Bank which is owned by a Parent Bank organized under the laws of another country the currency of which is a Deposit Currency, in which case, its Home Currency shall be the currency of such other country).

"IBRD" or "World Bank" means the International Bank for Reconstruction and Development and any successor.

"IMF" means the International Monetary Fund and any successor.

"IMF Standby Arrangement" means the standby arrangement approved by the Executive Board of the IMF on August 23, 1988, referred to in Annex E, as modified or amended from time to time.

"Indebtedness" means, for any Person,

(i) all indebtedness of such Person for or in connection with borrowed money (including, in the case of the Central Bank and any other financial institution with which deposits are made in the ordinary course of its business, deposits with such Person) or for the deferred purchase price of property or services and all obligations of such Person to purchase any property (including, without limitation, International Monetary Assets) which arise out of or in connection with a sale of the same or substantially similar property and

(ii) all direct or indirect guaranties of such Person in respect of indebtedness of any other Person for borrowed money (including, in the case of the Central Bank and any other financial institution with which deposits are made in the ordinary course of business, deposits with such other Person) or for the deferred purchase price of property or services, whether by

(A) an agreement of guaranty,

(B) an agreement to pay or purchase such indebtedness or to advance or supply funds for the payment or purchase of such indebtedness,

(C) an agreement to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling such other Person to make payment of such indebtedness or to insure the holder of such indebtedness against loss,

(D) an agreement to supply funds to or in any other manner invest in such other Person (including any agreement to pay for property or services irrespective of whether or not such property is received or such services are rendered), or

(E) any other arrangement to assure a creditor against loss.

"1988 Information Memoranda" means the information memorandum with respect to Brazil dated March 1988 entitled "Brazil Economic Program", Volume No. 16 and the information memorandum dated June 1988 entitled "Brazil Economic Program", Volume No. 17, and the communication dated June 22, 1988 from the Minister of Finance of Brazil included in the Financing Plan, each distributed to the International Financial Community prior to the date of this Agreement.

"Initial Credit Date" means the date on which the conditions set forth in Section 6.01 are satisfied.

"Interbank Commitment" has the meaning assigned to the term in the 1988 Interbank Commitment Letter.

"1988 Interbank Commitment Letter" means the 1988 Interbank Commitment Letter dated as of September 22, 1988 among the Central Bank, Bankers Trust Company, as coordinator, and others.

"Interbank Lending Bank" means each bank or other financial institution party to, and defined as a "Bank" in, the 1988 Interbank Commitment Letter.

"Interbank Outstandings" has the meaning assigned to that term in Annex A to the 1988 Interbank Commitment Letter.

"Interest" preceded by "Central Bank" has the meaning assigned to that term in Section 5.01(g).

"Interest Payment Date" means,

(i) with respect to each Domestic Deposit Account and each LIBO Deposit Account, the last day of each Interest Period for such Deposit Account and the day of payment in full of such Deposit Account; and

(ii) with respect to each Fixed Deposit Account and each Existing Fixed Deposit Account, each Semi-Annual Date and the day of payment in full of such Deposit Account and, in addition, with respect to each Existing Fixed Deposit Account, the first Semi-Annual Date to occur after the day on which a Credit in the amount of such Existing Fixed Deposit Account is made to a Deposit Account pursuant to the last sentence of Section 2.03(b)(ii)(C).

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"Interest Period" means, with respect to each amount on deposit in each LIBO Deposit Account and each Domestic Deposit Account, each of the successive periods into which is to be divided the period between the Value Date of the Credit with respect to such amount to such Deposit Account and the date of payment thereof in full.

(a) The initial Interest Period in respect of each amount on deposit in each LIBO Deposit Account or Domestic Deposit Account shall begin on the Value Date of the related Credit made to such Account and shall end on the first Semi-Annual Date following such Value Date; provided, that for any Designated Bank which elects pursuant to Section 3.09 to limit the Interest Periods for its Deposit Accounts to three Months, the initial Interest Period in respect of each amount shall end on the first fifteenth day of a December, March, June or September after such Value Date.

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(b) Notwithstanding (a), if the Value Date of a Credit made to a Deposit Account occurs during a Semi-Annual Cut-off Period, the initial Interest Period for the amount so credited shall end on the second Semi-Annual Date following such Value Date, provided, that if the Value Date for a Credit with respect to any amount on deposit in a Deposit

Account of any Designated Bank which elects pursuant to Section 3.09 to limit the Interest Period for its Deposit Accounts to three Months occurs during the twenty-one day period ending on the fifteenth day of any December, March, June or September of any year, the initial Interest Period for such amount on deposit shall end on the fifteenth day of the next succeeding December, March, June or September.

(c) Each subsequent Interest Period for such amount shall begin on the last day of the immediately preceding Interest Period for such amount, and the duration of each subsequent Interest Period for such amount shall be six Months (subject to Section 12.10(b)(iv)); provided, however, that

(i) no Interest Period may exceed three Months for amounts in Deposit Accounts of any Designated Bank which elects pursuant to Section 3.09 to so limit the Interest Periods for such amounts (subject to clause (iv) of this proviso);

(ii) any Interest Period for a Domestic Deposit Account or a LIBO Deposit Account which begins prior to any Interest Payment Date for any other Domestic Deposit Account or LIBO Deposit Account, as the case may be (other than an Interest Payment Date for a Domestic Deposit Account or LIBO Deposit Account only for any Designated Bank which elects pursuant to Section 3.09 to limit the Interest Periods for its Deposit Accounts to three Months) and would otherwise end after such Interest Payment Date shall end on such Interest Payment Date;

(iii) any Interest Period which begins prior to any Principal Payment Date and would otherwise end after such Principal Payment Date shall end on such Principal Payment Date with respect to the principal amount due on such Principal Payment Date; and

(iv) the duration of Interest Periods with respect to any overdue principal amount of any LIBO or Domestic Rate Advance shall be one day, one week, one month, three months or six months, as the Agent may from time to time select in good faith.

"Interest Rate" means Domestic Rate, LIBO Rate, Fixed Rate or Existing Fixed Rate.

"Interim Agreement" means the Interim Financing Agreement dated as of December 15, 1987 among the Central Bank, as borrower, Brazil, as guarantor, Citibank, as agent, and others, as amended by the Amendment dated as of July 14, 1988.

"Interim Arrangements" means the interim arrangements described in the telexes dated December 22, 1986, March 31, 1987, June 29, 1987, September 30, 1987, December 29, 1987 and June 27, 1988 (and any subsequent interim arrangements described in telexes prior to the Initial Credit Date) from the Central Bank to the International Financial Community relating to interim deposits opened by the Central Bank in respect of Affected Debt maturing after January 1, 1987.

"Interim Deposit" means each deposit created pursuant to the Interim Arrangements.

"Interim Deposit Credit" has the meaning assigned to that term in Section 2.02(b).

"Interim Interest" means all interest owed to financial institutions by the Central Bank or Brazil, including, without limitation, interest at the rate of 13/16% per annum over the quarterly LIBO Rate (as defined in Section 15.01 of the 1986 Deposit Facility Agreement) for the appropriate currency or, if not provided for in the above definition, a comparable rate on deposits created by the Central Bank pursuant to Resolution 1263 payable from (x) in the case of indebtedness which is not guaranteed by Brazil, the date on which the applicable borrower deposited the Cruzado Equivalent of such deposit with the Central Bank and (y) in the case of indebtedness which is guaranteed by Brazil the date set forth in the Original Governing Instrument of such indebtedness as the date on which the applicable borrower should have made the appropriate deposit of Cruzados with the Central Bank.

"Interim Interest Payment Date" means, with respect to each Existing DFA Deposit, the first interest payment date under the applicable Deposit Facility Agreement to occur at least sixteen calendar days after the Initial Credit Date (or in the case of an Adopting Bank, after its Adoption Effective Date).

"Interim Interest Period" means, with respect to any Existing DFA Deposit, the interest period applicable to any such Deposit which ends on the Interim Interest Payment Date.

"International Monetary Assets" means all (a) gold and other bullion, (b) Special Drawing Rights, (c) Reserve Positions in the IMF and (d) Foreign Exchange which is owned or held by the Central Bank, Brazil or any monetary authority of Brazil. For purposes of this definition, the terms "Special Drawing Rights", "Reserve Positions in the IMF" and "Foreign Exchange" have, as to the types of assets included, the meanings given to them in the IMF's monthly publication entitled "International Financial Statistics", or such other meanings as shall be adopted by the IMF from time to time.

"Italian Lira Domestic Rate" means, for each Interest Period for each Italian Lira Deposit Account whose applicable Interest Rate is Domestic Rate, the rate per annum at which deposits for a period equal to such Interest Period are offered in Italian Lire in the interbank market, as determined by ATIC (Associazione Tesorieri Istituzioni Creditizie) at approximately 1:30 P.M. (Milan time) (or as soon thereafter as practicable) on the second Milan banking day before the first day of such Interest Period.

"Italian Lira Domestic Rate Reference Bank" means the principal office of the bank listed next to the appropriate heading in Annex J in the city indicated.

"Italian Lire" or "LRA" each means lawful currency of the Republic of Italy.

"Japanese Yen" or "YEN" each means lawful currency of Japan.

"Japanese Yen Domestic Rate" means, for each Interest Period for each Japanese Yen Deposit Account whose applicable Interest Rate is Domestic Rate, the rate determined pursuant to the following formula (rounded, if necessary, to the nearest whole multiple of one ten-thousandth of one percent (0.0001%) per annum (0.00005% or more being rounded upward)):

$$\text{Japanese Yen Domestic Rate} = \frac{\text{Japanese Yen CD Rate}}{1.00 - \text{Reserve Percentage}}$$

where:

(a) "Japanese Yen CD Rate" means the rate per annum equal to the average (calculated as provided below and rounded upward to the nearest whole multiple of one-hundredth of one percent (1/100%) per annum, if such average is not such a multiple) of the prevailing bid rates determined by each of the Japanese Yen Domestic Rate Reference Banks based upon the bid rates per annum at 10:00 A.M. (Tokyo time) (or as soon thereafter as practicable) on the second Tokyo banking day (Saturdays excepted) before the first day of such Interest Period, of at least four authorized dealers of recognized standing in the Tokyo primary CD market selected by such Reference Bank for the purchase at face value on such date of Yen certificates of deposit of such Reference Bank having a tenor equal to such Interest Period and in the amount of Yen 1,000,000,000.

(b) "Reserve Percentage" means, with respect to each Bank to which a Japanese Yen Domestic Deposit Account is payable, the percentage (expressed as a decimal) notified by such Bank to the Agent as its Reserve Percentage (as set forth below) for determining its deposit reserve requirement under the Reserve Requirement System administered by the Bank of Japan in respect of domestic Yen certificates of deposit.

Each Bank having a Japanese Yen Domestic Deposit Account (other than a Japanese Trust Bank electing the Japanese Yen Domestic Rate for Trust Banks as provided below) agrees

(i) to notify the Agent by telex (with a copy to the Central Bank) on or before the date of such Deposit Account of its Reserve Percentage with respect to such Deposit Account,

(ii) promptly to notify the Agent and the Central Bank of any change in its Reserve Percentage, and

(iii) in the event of the assignment of any such Deposit Account, to state in the Assignment Notice furnished by it to the Agent pursuant to Section 12.10 the Reserve Percentage of its assignee (as notified to such Bank by its assignee).

For the purpose of performing its functions hereunder, the Agent may rely on any such statement or notice of a Bank's Reserve Percentage (or on the absence of any such

statement or notice), and each such statement or notice shall be conclusive and binding in the absence of manifest error.

The Reserve Percentage for calculating the Japanese Yen Domestic Rate for any Deposit Account of a Bank which has not specified its Reserve Percentage pursuant to this Agreement shall be zero until the Interest Payment Date next preceding the first Interest Payment Date occurring at least fifteen calendar days after such Bank notifies the Agent of its Reserve Percentage.

Notwithstanding the foregoing, for each Japanese Yen Deposit Account held by a Japanese Trust Bank (x) for which the Interest Rate is Domestic Rate and (y) with respect to which such Japanese Trust Bank certifies to the Agent (A) that it is a Japanese Trust Bank, (B) that it will hold such Deposit Account solely for its own account and (C) that it elects the Japanese Yen Domestic Rate for Trust Banks for such Deposit Account, "Japanese Yen Domestic Rate" means, for all interest accruing on such Deposit Account, for so long (but only so long) as such Deposit Account is held by a Japanese Trust Bank, the rate per annum (the "Japanese Yen Domestic Rate for Trust Banks") equal to the Japanese Yen long-term prime lending rate on the first day of each Interest Period as notified to the Agent by the Japanese Yen Domestic Rate Reference Bank for Trust Banks.

If, at any time, the Agent receives a notice of the assignment by a Japanese Trust Bank of any Deposit Account bearing interest at the Japanese Yen Domestic Rate for Trust Banks, the amounts on deposit in such Deposit Account shall cease to bear interest at such rate as of the first Interest Payment Date following the fifteenth calendar day after the receipt by the Agent of such notice of assignment and shall bear interest from (and including) such Interest Payment Date at the rate otherwise applicable to Japanese Yen Domestic Deposit Accounts, unless the assignee of such Deposit Account from such Japanese Trust Bank shall have certified in a notice to the Agent to the effect set forth in clause (y) of the preceding paragraph. Any assignee of any such Deposit Account which is not a Japanese Trust Bank shall state its Reserve Percentage in the Assignment Notice furnished by it to the Agent pursuant to Section 12.10.

For purposes of this Agreement, "Japanese Trust Bank" means any Japanese banking institution authorized to issue Loan Trust Beneficiary Certificates under the Loan Trust Law of Japan.

"Japanese Yen Domestic Rate Reference Bank for Trust Banks" means the principal office of the bank listed next to the appropriate heading in Annex J in the city indicated.

"Japanese Yen Domestic Rate Reference Banks" means the principal office of each bank listed next to the appropriate heading in Annex J in the city indicated.

"Japanese Yen Fixed Rate" means, for each Japanese Yen Fixed Rate Period for each Japanese Yen Deposit Account whose applicable Interest Rate is Fixed Rate, the rate per annum announced by the Japanese Yen Fixed Rate Reference Bank as the Japanese Yen long-term prime lending rate on the first day of such Japanese Yen Fixed Rate Period.

"Japanese Yen Fixed Rate Period" means, for the amounts in each Japanese Yen Deposit Account whose applicable Interest Rate is Fixed Rate, the period commencing on the applicable Fixed Rate Annual Date and ending on the Interest Payment Date for such Deposit Account on or nearest the fifth anniversary of the first day of such period, and thereafter each successive period commencing on the last day of the immediately preceding Japanese Yen Fixed Rate Period therefor and ending on the earlier of (i) the Interest Payment Date for such Deposit Account on or nearest the fifth anniversary of the first day of such period and (ii) the Final Maturity Date; provided, that the Japanese Yen Fixed Rate Period initially determined by reference to the Final Maturity Date shall last until such Deposit Account is paid in full.

"Japanese Yen Fixed Rate Reference Bank" means the principal office of the bank listed next to the appropriate heading in Annex J in the city indicated.

"Judgment Currency" has the meaning assigned to that term in Section 12.06(a).

"Lending Office" means, with respect to each Bank, the office or Affiliate of such Bank specified as such on Annex A or, subject to Section 12.10(d), any other office or Affiliate of such Bank hereafter selected and notified to the Central Bank and the Agent from time to time by such Bank.

"LIBO Deposit Account" means each Deposit Account whose applicable Interest Rate is LIBO Rate pursuant to Section 2.03(b) and Section 3.02.

"LIBO Rate" means, for each Interest Period for a LIBO Deposit Account:

(a) with respect to each Deposit Currency in which a LIBO Deposit Account may be opened (except Pounds Sterling), the average (rounded upward, if necessary, to the nearest whole multiple of one-sixteenth of one percent (1/16%) per annum) of the rates per annum at which deposits in such Deposit Currency for such Interest Period are offered by each of the LIBO Reference Banks for such Deposit Currency to prime banks in the London interbank market at 11:00 A.M. (London time) (or as soon thereafter as practicable) two Quotation Days before the first day of such Interest Period for a period equal to such Interest Period and in an amount approximately equal to the Quotation Amount; provided, that in the case only of each LIBO Deposit Account denominated in Deutsche Marks for which the legal currency of the jurisdiction in which the Lending Office for such LIBO Deposit Account is located (as indicated in the records of the Agent) is the Deutsche Mark, the LIBO Rate for all interest accruing thereon, at all times during which the Lending Office for such Deposit Account is deemed located in a country for which the legal currency is the Deutsche Mark, shall be the "Deutsche Mark LIBO Rate, as adjusted" which means the interest rate per annum determined pursuant to the following formula (rounded upwards, if necessary, to the nearest whole multiple of one-hundredth of one percent (1/100%) per annum):

Deutsche Mark LIBO Rate, as adjusted = $\frac{\text{Deutsche Mark LIBO Rate}}{1.00 - \text{Reserve Percentage}}$

where:

(i) "Deutsche Mark LIBO Rate" means, for any Interest Period for a Deutsche Mark LIBO Deposit Account, the LIBO Rate for such Deposit Account for such Interest Period determined in accordance with this clause (a) without giving effect to this proviso; and

(ii) "Reserve Percentage" means, for any day, the percentage (expressed as a decimal) that is in effect on such day, as specified by the Deutsche Bundesbank (or any successor), as notified by Dresdner Bank AG to the Agent, for determining the required reserves for banking institutions subject to minimum reserve requirements ("Mindestreserven") with respect to liabilities subject to such requirements consisting of deposits obtained from foreign credit institutions for a period equal to the applicable Interest Period. The LIBO Rate for each such Deposit Account pursuant to this proviso shall be adjusted automatically on and as of the effective date of any change in the Reserve Percentage.

For purposes of this clause (a) only, the Lending Office for any such Deutsche Mark LIBO Deposit Account shall, on the date such Deposit Account was opened, be deemed to be as indicated in the records of the Agent on such date and shall thereafter be deemed to change as of the Interest Payment Date next preceding the first Interest Payment Date occurring at least fifteen calendar days after the acknowledgment by the Agent of the assignment or notice effecting such change of Lending Office; and

(b) with respect to Pounds Sterling, the average (rounded upward, if necessary, to the nearest whole multiple of one-sixteenth of one percent (1/16%) per annum) of the sum for each LIBO Reference Bank for Pounds Sterling of:

(i) the rate at which deposits in Pounds Sterling are offered by such LIBO Reference Bank to prime banks in the London interbank market at 11:00 A.M. (London time) on the first day of such LIBO Interest Period for a period equal to such LIBO Interest Period in an amount substantially equal to the Quotation Amount;
plus

(ii) the rate per annum computed as of the first day of such Interest Period and, in the case of an Interest Period longer than three months, as of the Business Day falling on or nearest the day which is three calendar months

after the first day of such Interest Period in accordance with the following formula but in no event less than 0:

$$\frac{A (X - W) + B (X - Y) + C (X - Z)}{100 - 9 (A + C)} \% \text{ per annum}$$

where:

- A = the percentage of such Reference Bank's Eligible Liabilities required to be held on non-interest bearing deposit with the Bank of England pursuant to the cash ratio requirement of the Bank of England on the day on which the rate is to be determined;
- B = the average percentage of Eligible Liabilities required by the Bank of England to be maintained by such Reference Bank as secured money with members of the London Discount Market Association and/or as secured call money with money brokers and gilt-edged market makers recognized by the Bank of England on the day on which the rate is to be determined;
- C = the percentage of such Reference Bank's Eligible Liabilities required to be placed with the Bank of England as a special deposit on the day on which the rate is to be determined;
- W = the rate of interest expressed as a percentage per annum payable by the Bank of England on deposits held by it pursuant to its cash ratio requirements, or, if lower, X;
- X = the rate per annum (expressed as a percentage) at which deposits in Pounds Sterling, in an amount approximately equal to the Quotation Amount for a period of three months (or, if shorter, for a period approximately equal to the duration of such Interest Period or remainder thereof), are offered by such

Reference Bank in the London interbank market at or about 11:00 A.M. (London time) on the day on which the rate is to be determined;

Y = the rate per annum (expressed as a percentage) at which deposits in Pounds Sterling, in an amount approximately equal to the Quotation Amount for a period of three months (or, if shorter, for a period approximately equal to the duration of such Interest Period or remainder thereof), may be placed by such Reference Bank as secured money with members of the London Discount Market Association and/or as secured call money with money brokers and gilt-edged market makers on the day on which the rate is to be determined, or, if lower, X; and

Z = the rate per annum of interest (expressed as a percentage) payable by the Bank of England on special deposits, or, if lower, X.

For the purposes of clause (b) of this definition, "Eligible Liabilities" shall have the meaning ascribed to it from time to time by the Bank of England.

"LIBO Rate Margin" means, for each LIBO Rate Deposit Account, 13/16% per annum.

"LIBO Reference Bank" means, with respect to each Deposit Currency, the principal office of each bank listed next to the appropriate heading in Annex J in the city indicated.

"Lien" means any lien, pledge, mortgage, security interest, deed of trust, charge or other encumbrance on or with respect to, or any preferential arrangement with respect to the payment of any obligation with or from the proceeds of, any asset of any kind.

"London Process Agent" has the meaning assigned to that term in Section 12.07(a).

"Month" means any period beginning on the fifteenth calendar day of a calendar month (or the next succeeding Business Day if such fifteenth calendar day is not a

Business Day) and ending on the fifteenth calendar day of the next calendar month (or the next succeeding Business Day if such fifteenth calendar day is not a Business Day).

"MYDFA Downpayment Amounts" means the MYDFA 1991 Downpayment Amounts, the MYDFA 1992 Downpayment Amounts and the MYDFA 1993 Downpayment Amounts.

"MYDFA Downpayment Subaccount" has the meaning assigned to that term in Section 2.06(b)(iii).

"MYDFA 1991 Downpayment Amount" means, with respect to each Bank, 5% of the aggregate amount of principal having an Original Maturity Date in the calendar year 1991 pursuant to each of the 1983 Deposit Facility Agreement, the 1984 Deposit Facility Agreement and the 1985 Deposit Facility Agreement.

"MYDFA 1992 Downpayment Amount" means, with respect to each Bank, 10% of the aggregate amount of principal having an Original Maturity Date in the calendar year 1992 pursuant to each of the 1983 Deposit Facility Agreement, the 1984 Deposit Facility Agreement and the 1985 Deposit Facility Agreement.

"MYDFA 1993 Downpayment Amount" means, with respect to each Bank, 15% of the aggregate amount of principal having an Original Maturity Date in the calendar year 1993 pursuant to each of the 1983 Deposit Facility Agreement, the 1984 Deposit Facility Agreement and the 1985 Deposit Facility Agreement.

"New Currency" has the meaning assigned to that term in Section 1.02(a).

"New Money Agreement" (i) preceded by "1983" means the Credit and Guaranty Agreement dated as of February 25, 1983 among the Central Bank, as borrower, Brazil, as guarantor, certain financial institutions and Morgan Guaranty Trust Company of New York, as agent, as amended and (ii) preceded by "1984" means the Credit and Guaranty Agreement dated as of January 27, 1984 among the Central Bank, as borrower, Brazil, as guarantor, certain financial institutions and Morgan Guaranty Trust Company of New York, as agent.

"New Money Bonds" means the New Money Bonds issued pursuant to Article II of the NMB Subscription Agreement.

"New Money Facilities" preceded by "1988" means the Parallel Financing Agreement, the Cofinancing Agreement, the New Money Trade Deposit Facility and the NMB Subscription Agreement.

"New Money Facilities Date" has the meaning assigned to that term in the Parallel Financing Agreement.

"New Money Trade Deposit Facility" means the New Money Trade Deposit Facility dated as of September 22, 1988 among the Central Bank, Brazil, as guarantor, Citibank, as agent, and others.

"New York Process Agent" has the meaning assigned to that term in Section 12.07(a).

"NMB Subscription Agreement" means the New Money Bond Subscription Agreement dated as of September 22, 1988 among the Central Bank, Brazil, as guarantor, Citibank, as closing agent, and others.

"Nonconsenting Debt" means the portion of the principal of any External Indebtedness which (i) either constitutes Affected Debt, or in respect of which an Interim Deposit has been opened and (ii) on the date hereof was held by a Person listed on the signature pages hereof (other than an Original Bank).

"Notice of Optional Conversion" has the meaning assigned to that term in Section 2.07.

"Notice of Termination" means a written communication from any Bank, addressed to the Agent, which (i) expressly refers to this Agreement, (ii) describes an event or condition, (iii) expressly states that such event or condition is an "Event of Termination" hereunder or would constitute such an Event of Termination upon the giving of notice hereunder or lapse of time or both and (iv) requests the Agent to notify the Banks of such event or condition.

"Original Currency" has the meaning assigned to that term in Section 1.02(a).

"Original Governing Instrument" means each loan, credit, financing, guaranty or other agreement and each instrument, as the same may have been and may be amended, which evidences or governs, or under which there was issued, any External Indebtedness.

"Original Maturity Credit" has the meaning assigned to that term in Section 2.02(a).

"Original Maturity Date" means, with respect to each item of Affected Debt, each maturity date thereof under the relevant Original Governing Instrument.

"Other Applicable Jurisdictions" has the meaning assigned to that term in Section 5.08(a).

"Other Downpayment Amount" means 5%, 10%, and 15%, respectively, of each principal maturity of External Indebtedness having an Original Maturity Date in each of the calendar years 1991, 1992 and 1993, and which, but for clause (L) of the definition of "Affected Debt", would constitute Affected Debt.

"Other Obligor" has the meaning assigned to that term in Section 10.01(e).

"Other Party" has the meaning assigned to that term in Section 12.08(a).

"Other Taxes" has the meaning assigned to that term in Section 5.08(b).

"Parallel Financing Agreement" means the Parallel Financing Agreement dated as of September 22, 1988 among the Central Bank, as borrower, Brazil, as guarantor, Citibank, as agent and others.

"Parent Bank" means, with respect to any Bank, a single bank or other financial institution which owns, directly or indirectly, more than 50% of the issued and outstanding capital stock having ordinary voting rights of such Bank and which is itself not a subsidiary of any other bank or financial institution.

"Payee" has the meaning assigned to that term in Section 12.08(a).

"Person" means an individual, corporation, partnership, joint venture, trust, unincorporated organization or any other juridical entity, or a sovereign state, state or any agency, or other political subdivision of any thereof.

"Portuguese Escudo Domestic Rate" means, for each Interest Period for each Portuguese Escudo Deposit Account whose applicable Interest Rate is Domestic Rate, the rate per annum equal to the higher of

(a) the discount rate announced publicly by Banco de Portugal, and

(b) the average (rounded upward, if necessary, to the nearest whole multiple of one sixteenth of one percent (1/16%) per annum) of the rates per annum at which 91-day or 181-day, as applicable to such Interest Period, clients' deposits are remunerated, adjusted to cover the cost of reserves and deposit insurance premiums, as quoted by the Portuguese Escudo Domestic Rate Reference Banks, on the second Lisbon banking day before the first day of such Interest Period for a period approximately equal to such Interest Period.

"Portuguese Escudo Domestic Rate Reference Banks" means the principal office of each bank listed next to the appropriate heading in Annex J in the city indicated.

"Portuguese Escudos" or "ESC" each means lawful currency of the Republic of Portugal.

"Pound Sterling Conversion Rate" means, for each Conversion Date for the purchase of Pounds Sterling, the rate (rounded upward, if necessary, to the nearest whole multiple of Pounds Sterling 0.0001 per unit of the relevant Original Currency with which such purchase is to be made) (the "Pound Sterling Spot Rate") determined by the Pound Sterling Conversion Rate Bank at 11:00 A.M. (London time) (or as soon thereafter as practicable) on the day on which such rate would normally be fixed for such spot transactions to be settled on such Conversion Date to be the midpoint of the spot rate of exchange for such Original Currency and Pound Sterling quoted on the appropriate spot pages of the Reuters Monitor System (or, if such pages or system are not available, such other pages or system as the Central Bank, the Pound Sterling Conversion Rate Bank and the Agent may agree from time to time as being the most appropriate method of ascertaining the relevant rates) obtained where necessary by reference both to the page(s) showing the spot rates of exchange for such Original Currency against Dollars and also to the page(s) showing the spot rates of exchange for Dollars against Pounds Sterling; provided, however, that if in respect of any Conversion Date, the Reuters Monitor System shall not communicate the rate of exchange (or such pages or system are otherwise not available and the Central Bank, the Pound Sterling Conversion Rate Bank and the Agent shall not yet have agreed upon such other pages

or system as being the most appropriate method of ascertaining the relevant rates) for any relevant Original Currency at the time the Pound Sterling Conversion Rate Bank is required to establish its Pound Sterling Spot Rate for such Original Currency, such Pound Sterling Conversion Rate shall be determined by the Pound Sterling Conversion Rate Bank by averaging its quotations for the Pound Sterling Spot Rate for such Original Currency with such quotations furnished to it by Barclays Bank Plc (London) and National Westminster Bank Plc (London).

"Pounds Sterling" or "STG" each means lawful currency of the United Kingdom.

"Principal" preceded by the "Central Bank" has the meaning assigned to that term in Section 5.01(g).

"Principal Payment Date" means a day on which the Central Bank is required to make a payment of principal pursuant to Section 4.01(b).

"Process Agent" means the New York Process Agent or the London Process Agent.

"Public Sector Affected Debt" means any Affected Debt in respect of which Brazil, any other Governmental Agency, the Central Bank or ITAIPU is obligated as borrower or as direct or indirect guarantor (whether through an agreement (A) of guaranty, (B) to pay or purchase such Affected Debt or to advance or supply funds for the payment or purchase of such Affected Debt, (C) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Affected Debt or to assure the holder of such Affected Debt against loss, (D) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is received or such services are rendered), or (E) otherwise to assure a creditor against loss).

"Qualified Cruzado Indebtedness" has the meaning assigned to that term in Section 5.11.

"Qualified Debt" has the meaning assigned to that term in Section 5.11.

"Qualified External Indebtedness" has the meaning assigned to that term in Section 5.11.

"Qualified Investment" has the meaning assigned to that term in Section 5.11.

"Quotation Amount" means, with respect to each Deposit Currency, an amount in such Deposit Currency equivalent to U.S.\$5,000,000.

"Quotation Day" means a day on which dealings are carried on in the London interbank market and banks (i) are not required or authorized to close in New York City, and (ii) if the determination in respect of which days are being computed relates to a Deposit Account in a Deposit Currency other than U.S. Dollars, are open for general banking business on such day in the city in which the Agent's Account for such Deposit Currency is located and, in the case of European Currency Units, in London, Paris, Brussels and Luxembourg; provided, that if the Agent shall from time to time determine after the Initial Credit Date that an additional city needs to be added to the foregoing cities to facilitate dealings and settlements in European Currency Units, the Agent shall notify the Central Bank and the Banks of the addition of such city to this definition, and the effect of such notification shall be to add such city to this definition.

"Reconciliation Date" means January 1, 1995.

"Redeposit Confirmation Notice" means a notice from the Central Bank to a Bank and the Agent, substantially in the form of Schedule 3.

"Reduction Notice" means a notice from a Bank and the Central Bank to the Agent, substantially in the form of Schedule 4.

"Reference Bank" means each LIBO Reference Bank and each Bank specified in this Article I and in Annex J as providing quotations in regard to a Domestic Rate or Fixed Rate and any successor.

"Reference Rate" means each LIBO Rate, each Fixed Rate and each Domestic Rate.

"Referral Notice" has the meaning assigned to that term in Section 12.08(a).

"Referring Party" has the meaning assigned to that term in Section 12.08(a).

"Regularly Received" has the meaning assigned to that term in Section 5.01(g).

"Reinstatement Notice" has the meaning assigned to that term in Section 2.05.

"Rejection Notice" has the meaning assigned to that term in Section 2.05.

"Rejection Notice Subject to Possible Reinstatement" has the meaning assigned to that term in Section 2.05.

"Relending Disbursement" has the meaning assigned to that term in Section 5.10(a).

"Relending Disbursement Date" has the meaning assigned to that term in Section 5.10(a).

"Relending Redeposit Termination Date" means the earliest of (a) the Final Maturity Date, (b) the date on which all principal and interest on all amounts on deposit in any Deposit Account under this Agreement have been paid in full and (c) the date of a Declaration of Acceleration.

"Relending Records" has the meaning assigned to that term in Section 2.06(b)(ii).

"Relevant Reporting Period" has the meaning assigned to that term in Section 5.03(a).

"Reporting Bank" has the meaning assigned to that term in Section 5.03(a).

"Reporting Period" has the meaning assigned to that term in Section 5.03(a).

"Representative Bank" has the meaning assigned to that term in Section 2.02(d).

"Requisite Banks" has the meaning assigned to that term in Section 11.02(a).

"Resolution 1460" means Resolution No. 1,460 dated February 1, 1988 of the National Monetary Council of Brazil regarding debt to equity conversions.

"Resolution 63" means Resolution No. 63 dated August 21, 1967 of the National Monetary Council of Brazil regarding repasses to public or private sector borrowers of foreign currency loans granted to banks in Brazil.

"Resolution 1263" means Resolution No. 1,263 dated February 20, 1987 of the National Monetary Council of Brazil regarding interest payments.

"Resolution 1263 Deposit" means unpaid deposits (excluding interest which is payable solely because an amount is overdue) with the Central Bank pursuant to Resolution 1263 and Circular 1132.

"Resolution 229" means Resolution No. 229 dated September 1, 1972 of the National Monetary Council of Brazil regarding foreign currency extensions of credit to Brazilian borrowers for a term shorter than the term during which such foreign currency must remain in Brazil.

"SDR" means special drawing rights of the IMF.

"Section 5.10 Notice" means a notice delivered to the Agent pursuant to Section 5.10(c)(i)(y) upon a Relending Disbursement, substantially in the form of Schedule 2.

"Section 5.11 Notice" means a notice delivered to the Agent pursuant to Section 5.11 upon the conversion or exchange of amounts of a Deposit Account for a Qualified Investment or Qualified Debt, substantially in the form of Schedule 6.

"Semi-Annual Cut-off Period" means a period commencing on the twenty-fourth day of the calendar month preceding the calendar month in which a Semi-Annual Date occurs and ending on such Semi-Annual Date.

"Semi-Annual Date" means the fifteenth day of March and September of each year.

"Sharing Conversion Date" has the meaning assigned to that term in Section 5.03(a).

"Spanish Peseta Domestic Rate" means, for each Interest Period for each Spanish Peseta Deposit Account whose applicable Interest Rate is Domestic Rate, the rate per annum equal to the average (rounded upward, if

necessary, to the nearest whole multiple of one-sixteenth of one percent (1/16%) per annum) of the rates per annum at which deposits in Spanish Pesetas are offered by each of the Spanish Peseta Domestic Rate Reference Banks to prime banks in the Madrid interbank market at approximately 10:00 A.M. (Madrid time) (or as soon thereafter as practicable) on the second Madrid banking day before the first day of such Interest Period for a period equal to such Interest Period and in an amount equal to 100,000,000 Spanish Pesetas.

"Spanish Peseta Domestic Rate Reference Banks" means the principal office of each bank listed next to the appropriate heading in Annex J in the city indicated.

"Spanish Pesetas" or "PTA" each means lawful currency of the Kingdom of Spain.

"Spot Rate of Exchange" means, for each relevant New Currency and for each Conversion Date, the spot rate at which an amount in the relevant Original Currency equivalent to at least U.S. \$5,000,000 is or was offered in the foreign exchange markets to prime banks which are actively engaged in such markets against delivery of such New Currency. The Spot Rate of Exchange will be the spot rate offered by a Conversion Reference Bank (or a bank substituted therefor in accordance with this Article) for such New Currency as of 11:00 A.M. (local time for such Conversion Reference Bank or substitute bank) (or as soon thereafter as practicable) on the second local banking day or, in the case of the purchase of Canadian Dollars with U.S. Dollars or the purchase of U.S. Dollars with Canadian Dollars, the first local banking day (for such Conversion Reference Bank or substitute bank) before such Conversion Date (or, if such second local banking day or first local banking day, as the case may be, is not a Conversion Quotation Day for such New Currency, on the Conversion Quotation Day for such New Currency next preceding such second local banking day or first local banking day, as the case may be).

"Subaccount" has the meaning assigned to that term in Section 2.06.

"Subsequent Agreed Minute" has the meaning assigned to that term in the definition of "1988 Agreed Minute".

"Substitute Canadian Dollar Domestic Rate" has the meaning assigned to that term in Section 3.08(d).

"Substitute LIBO Rate" has the meaning assigned to that term in Section 3.08(a)(i).

"Swiss Franc Fixed Rate" means, for each Swiss Franc Fixed Rate Period for each Swiss Franc Deposit Account whose applicable Interest Rate is Fixed Rate, the rate per annum equal to the sum of

(A) the average (rounded upward, if necessary, to the nearest one-sixteenth of one percent (1/16%) per annum) of the rates per annum (adjusted, if necessary, to an equivalent rate for obligations on which interest is payable semiannually) quoted by the Swiss Franc Fixed Rate Reference Banks, five Zürich banking days before the first day of such Swiss Franc Fixed Rate Period, for the issuance of cash certificates ("bons de caisse" or "Kassenobligationen") each with a tenor equal to such Swiss Franc Fixed Rate Period, plus

(B) 1% per annum.

"Swiss Franc Fixed Rate Period" means for the amounts in each Swiss Franc Deposit Account whose applicable Interest Rate is Fixed Rate, the period commencing on the Fixed Rate Annual Date and ending on the Interest Payment Date for such Deposit Account occurring on or nearest the fifth anniversary of the first day of such period, and thereafter each successive period commencing on the last day of the immediately preceding Swiss Franc Fixed Rate Period therefor and ending on the earlier of (i) the Interest Payment Date for such Deposit Account occurring on or nearest the fifth anniversary of the first day of such period and (ii) the Final Maturity Date; provided that the Swiss Franc Fixed Rate Period initially determined by reference to the Final Maturity Date shall last until such Deposit Account is paid in full.

"Swiss Franc Fixed Rate Reference Banks" means the principal office of each bank listed next to the appropriate heading in Annex J in the city indicated.

"Swiss Francs" or "SSF" each means lawful currency of the Swiss Confederation.

"Taxes" has the meaning assigned to that term in Section 5.08(a).

"Trade Commitment" has the meaning assigned to that term in the 1988 Trade Commitment Letter.

"1988 Trade Commitment Letter" means the 1988 Trade Commitment Letter dated as of September 22, 1988 among the Central Bank, The Chase Manhattan Bank, N.A., as coordinator and others.

"Trade Lending Bank" means each bank or other financial institution party to, and defined as a "Bank" in, the 1988 Trade Commitment Letter.

"Transfer Date" has the meaning assigned to that term in Section 5.03(a).

"United States" and "U.S." each means the United States of America.

"U.S. Dollar Domestic Rate" means, for each Interest Period for each U.S. Dollar Deposit Account whose applicable Interest Rate is Domestic Rate, the rate per annum (rounded upward, if necessary, to the nearest whole multiple of one-hundredth of one percent (1/100%) per annum) determined pursuant to the following formula:

$$\text{U.S. Dollar Domestic Rate} = \frac{\text{U.S. Dollar CD Rate}}{1.00 - \text{Reserve Percentage}} + \text{Assessment Rate}$$

where:

(a) "U.S. Dollar CD Rate" means the rate per annum equal to the average (rounded upward to the nearest whole multiple of one-hundredth of one percent (1/100%) per annum, if such average is not such a multiple) of the prevailing bid rates determined by each of the U.S. Dollar Domestic Rate Reference Banks based upon the bid rates per annum, at 10:00 A.M. (New York City time) (or as soon thereafter as practicable) on the first day of such Interest Period, of at least three New York certificate of deposit dealers of recognized standing selected by such Reference Bank for the purchase at face value of certificates of deposit of such Reference Bank in the amount of U.S.\$5,000,000 and maturing on the 90th or 180th calendar day, as applicable, from such date (or, if such 90th or 180th calendar day is not a New York banking day, on the next succeeding New York banking day).

(b) "Reserve Percentage" means the percentage (expressed as a decimal) which is specified on the first day of such Interest Period by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement (including, but not limited to, any marginal reserve requirement) for a member bank of the Federal Reserve System with deposits exceeding U.S.\$5,000,000,000 with respect to liabilities consisting of or including U.S. Dollar nonpersonal time deposits in the United States and with a maturity equal to 90 or 180 calendar days, as applicable, from such date.

(c) "Assessment Rate" means the net annual assessment rate estimated in good faith by Citibank, N.A., New York on such date of determination for determining the then current net annual assessment payable by Citibank, N.A., New York to the Federal Deposit Insurance Corporation (or any successor) for insuring U.S. Dollar deposits of Citibank, N.A., New York in the United States.

"U.S. Dollar Domestic Rate Reference Banks" means the principal office of each bank listed next to the appropriate headings in Annex J in the city indicated.

"U.S. Dollar Fixed Rate" means, for each U.S. Dollar Fixed Rate Period for each U.S. Dollar Deposit Account whose applicable Interest Rate is Fixed Rate, the sum of

(x) the rate per annum (adjusted, if necessary, by the U.S. Dollar Fixed Rate Reference Bank to an equivalent rate for obligations on which interest is payable semiannually) equal to the average (rounded, if necessary, to the nearest whole multiple of one ten-thousandth of one percent (0.0001%) per annum (0.00005% or more being rounded upward)) of the weekly averages for the latest two calendar weeks ending on or before the first day of such U.S. Dollar Fixed Rate Period, of the yields to maturity on U.S. Treasury securities with a five-year constant maturity that are actively traded in the over-the-counter market, as published by the Federal Reserve Bank of New York and notified by the U.S. Dollar Fixed Rate Reference Bank to the Agent, plus

(y) the U.S. Dollar Fixed Reference Rate Increment for the calendar quarter in which the first day of such U.S. Dollar Fixed Rate Period occurs.

For purposes of clause (y) above, "U.S. Dollar Fixed Reference Rate Increment" means, for any calendar quarter, an amount (expressed as a percentage) equal to 85% (rounded, if necessary, to the nearest whole multiple of one ten-thousandth of one percent (0.0001%) per annum (0.00005% or more being rounded upward)) of the difference, determined and notified by the U.S. Dollar Fixed Rate Reference Bank to the Agent, of

(i) the rate per annum (adjusted by the U.S. Dollar Fixed Rate Reference Bank to an equivalent rate for obligations on which interest is payable semiannually) determined by the U.S. Dollar Fixed Rate Reference Bank to be the average (rounded, if necessary, to the nearest whole multiple of one ten-thousandth of one percent (0.0001%) per annum (0.00005% or more being rounded upward)) of the rates per annum, for each London banking day occurring during the one-year period ending on the last day of the calendar quarter immediately preceding such calendar quarter, for deposits in U.S. Dollars offered to prime banks in the London interbank market for a period of five years, as published by Data Resources Inc. (or, if Data Resources Inc. shall not publish such rates, as published by a source agreed by the Central Bank and the Agent) minus

(ii) the rate per annum equal to the average (rounded, if necessary, to the nearest whole multiple of one ten-thousandth of one percent (0.0001%) per annum (0.00005% or more being rounded upward)) of the rates per annum determined in accordance with clause (x) above for each consecutive two-week period occurring in such one-year period.

"U.S. Dollar Fixed Rate Period" means, for each amount on deposit in each U.S. Dollar Deposit Account whose applicable Interest Rate is Fixed Rate, the period commencing on the applicable Fixed Rate Annual Date and ending on the Interest Payment Date for such Deposit Account occurring on or nearest the fifth anniversary of the first day of such period, and thereafter each

successive period commencing on the last day of the immediately preceding U.S. Dollar Fixed Rate Period therefor and ending on the earlier of (i) the Interest Payment Date for such Deposit Account occurring on or nearest the fifth anniversary of the first day of such period and (ii) the Final Maturity Date; provided, that the U.S. Dollar Fixed Rate Period initially determined by reference to the Final Maturity Date shall last until such Deposit Account is paid in full.

"U.S. Dollar Fixed Rate Reference Bank" means the principal office of the bank listed next to the appropriate heading in Annex J in the city indicated.

"U.S. Dollars" or "U.S.\$" or "USD" each means lawful currency of the United States.

"Value Date" of any Original Maturity Credit, Interim Deposit, Interim Deposit Credit, Existing DFA Credit or any other Credit hereunder means the date specified as the Value Date of such Credit, Deposit or Interim Deposit hereunder.

"World Bank" or "IBRD" each means the International Bank for Reconstruction and Development and any successor.

SECTION 1.02. Currency Equivalents. (a) Conversion Rates. Unless otherwise specifically provided herein, for all purposes of this Agreement, the equivalent of an amount of any currency (the "Original Currency") in any other currency (the "New Currency") shall be determined at the Conversion Rate applicable to the conversion of the Original Currency into the New Currency on the Conversion Date.

(b) Determination of Conversion Rate. The Conversion Rate applicable to each Conversion Date shall be determined or ascertained by the Conversion Reference Banks and Conversion Rate Banks as set forth below:

(i) Conversion Reference Banks. The Averaging Conversion Reference Bank shall determine the Conversion Rate as set forth below:

(A) Advice of Spot Rates of Exchange.
On a daily basis each Conversion Reference Bank for a New Currency will advise such Averaging Conversion Reference Bank promptly by telephone (confirmed by telex) or telex, of its Spot Rate of Exchange for such New Currency for each day

and in respect of each Deposit Currency (other than such New Currency) as an Original Currency, and upon request, in respect of any currency which is not a Deposit Currency as an Original Currency. No Conversion Reference Bank shall be obligated solely by virtue of acting as a Conversion Reference Bank hereunder to deal in foreign exchange on any date with any party hereto.

(B) Determination of Conversion Rates by Averaging Conversion Reference Bank. The Conversion Rate for each New Currency for each day and in respect of each Deposit Currency (other than such New Currency) as an Original Currency and, as appropriate in respect of any currency which is not a Deposit Currency as an Original Currency, shall be determined by the Averaging Conversion Reference Bank for such New Currency on the basis of quotations for the relevant Spot Rates of Exchange furnished to and received by such Averaging Conversion Reference Bank from the relevant Conversion Reference Banks (including such Averaging Conversion Reference Bank) for such day. If any one of the relevant Conversion Reference Banks shall not so furnish a quotation of the relevant Spot Rate of Exchange to the relevant Averaging Conversion Reference Bank for any day, the Conversion Rate for such New Currency, and each Original Currency for such day shall be based upon the quotations furnished to such Averaging Conversion Reference Bank by the other relevant Conversion Reference Banks. If more than one of the relevant Conversion Reference Banks shall not so furnish such quotation, such Averaging Conversion Reference Bank shall request the relevant quotation of Spot Rates of Exchange from three banks which regularly transact foreign exchange operations in significant amounts in a principal financial center in the home country of the relevant New Currency (or in London, Paris, Brussels or Luxembourg if the relevant New Currency is European Currency Units) or in another financial center in substantially the same time zone as such principal financial center.

(C) Resignation of Conversion Reference Banks. Any Conversion Reference Bank (including an Averaging Conversion Reference Bank) may resign upon written notice to the Averaging Conversion Reference Bank for the New Currency for which such Conversion Reference Bank acts (or, in the case of an Averaging Conversion Reference Bank, upon written notice to the Conversion Reference Banks acting for such Averaging Conversion Reference Bank) with a copy to the Central Bank; provided, that in no event shall any such resignation be effective until a successor Conversion Reference Bank (or Averaging Conversion Reference Bank) is appointed and agrees to act hereunder. Promptly upon receipt of notice of intended resignation by any Conversion Reference Bank, such Averaging Conversion Reference Bank shall, with the consent of the Central Bank, which consent shall not be unreasonably withheld (and after consultation with the other Conversion Reference Banks for the relevant New Currency in the case of a resignation by an Averaging Conversion Reference Bank), nominate a successor Conversion Reference Bank (or Averaging Conversion Reference Bank) and notify the Agent of such nomination. Such nomination shall be effective when such successor Conversion Reference Bank (or Averaging Conversion Reference Bank) agrees in writing to act as Conversion Reference Bank (or Averaging Conversion Reference Bank) hereunder.

(ii) Recordation of Conversion Rates by Conversion Rate Banks. On a daily basis, the Conversion Rate Bank for each New Currency will ascertain and record the Conversion Rate for such New Currency for each day and in respect of each relevant Deposit Currency (other than such New Currency) as an Original Currency, and upon request, in respect of any currency which is not a Deposit Currency as an Original Currency. No Conversion Rate Bank shall be obligated solely by virtue of acting as a Conversion Rate Bank hereunder to deal in foreign exchange on any date with any party hereto.

(c) Communication of Conversion Rates; Etc. On a daily basis, the relevant Conversion Rate Bank or Averaging Conversion Reference Bank will notify such

Conversion Rate by telephone (confirmed by telex) or telex to the Central Bank and to the Agent, and the Agent shall notify such Conversion Rate by telephone to each Bank which requests such notification. Each Averaging Conversion Reference Bank shall also give notice by telex to the Agent, the Central Bank and the Guarantor of the quotations used to determine each Conversion Rate. Upon the request of the Agent, each Conversion Rate Bank shall notify the Agent of the day preceding each relevant Conversion Date as of which the Conversion Rate for such Conversion Date is to be determined pursuant to the relevant definition of the Conversion Rate.

ARTICLE II

AMOUNTS AND TERMS OF THE DEPOSIT ACCOUNTS

SECTION 2.01. The Deposit Accounts and Credits.

(a) Establishment and Maintenance of Deposit Accounts. Upon and after the Initial Credit Date, the Central Bank will open in favor of each Bank (or Banks determined as provided in Section 2.02(d)) one or more Deposit Accounts denominated in each Deposit Currency and in each type of Interest Rate in which Credits are or may be made in favor of such Bank pursuant to this Agreement.

(b) Administration of Deposit Accounts.

(i) Numbering of Deposit Accounts. The Central Bank shall, upon the opening of each Deposit Account in the name of a Bank, assign (and notify the Agent of) a reference number to such Deposit Account.

(ii) Functions with Respect to Deposit Accounts. The Central Bank will make Credits, debits and otherwise reflect the transactions with respect to Deposit Accounts contemplated hereunder, including, without limitation, with respect to Original Maturity Credits, Interim Deposit Credits and Existing DFA Credits pursuant to Section 2.02, Relending Disbursements and repayments of extensions of credit made with Relending Disbursements pursuant to Section 5.10, conversions and exchanges for Qualified Investments or Qualified Debt pursuant to Section 5.11, exchanges for Brazil Investment Bonds as set forth in Section 5.12 and assignments pursuant to Section 12.10.

(iii) Confirmation of Credits. Promptly after the making of each Credit, the Central Bank shall deliver to the Bank in the name of which such Credit was made (with a copy to the Agent) a confirmation (A) of the Value Date of such Credit, (B) of the amount of such Credit and the Deposit Currency in which such Credit is denominated, (C) as to whether such Credit was made to a Domestic Deposit Account, an Existing Fixed Deposit Account, a Fixed Deposit Account or a LIBO Deposit Account, (D) if such Deposit Account is a Domestic Deposit Account or a LIBO Deposit Account, the Interest Rate applicable thereto on the Value Date thereof and (E) if such Deposit Account is a Fixed Deposit Account, the Interest Rate applicable thereto on the applicable Fixed Rate Annual Date.

(iv) Deposit Account Statements. The Central Bank shall prepare for distribution to each Bank (through the

Agent) a Deposit Account Statement as to each Deposit Account of such Bank within ten Business Days after the last day of each Deposit Account Statement Period and shall promptly provide each Bank with any other information requested by such Bank with respect to its Deposit Accounts from time to time through the Agent.

SECTION 2.02. Credits to Deposit Accounts.

(a) Credits in Respect of Original Maturities of Affected Debt. The Central Bank may receive on or after the Initial Credit Date (or, in the case of an Adopting Bank, on or after its Adoption Effective Date) from any Person, through a bank authorized to deal in foreign exchange in Brazil, in Cruzados, on account of an item of Affected Debt held by one or more Banks, part or all of the Cruzado Equivalent thereof and, in such event, shall make a Credit or Credits in favor of the holder or holders thereof (determined as provided in Section 2.02(d)) to each appropriate Deposit Account of a Bank or Banks (each an "Original Maturity Credit") in respect of part or all of such item of Affected Debt for value on the Value Date of such Original Maturity Credit, which shall be the later of the Original Maturity Date of the relevant item of Affected Debt or the date of receipt by the Central Bank from any Person, in Cruzados, of such part or all of the Cruzado Equivalent of such item of Affected Debt as contemplated by this clause; provided, however, that no Original Maturity Credit shall be made to a Deposit Account in respect of part or all of an item of Guaranteed Affected Debt if, prior to the making thereof, a Guaranteed Affected Debt Notice and a related Rejection Notice have been timely given in respect thereof; provided, further, that the Central Bank shall not be required to make any such Credit to a Deposit Account after December 31, 1994.

(b) Credits in Respect of Interim Deposits. The Central Bank may have received prior to the date hereof or may receive prior to the Initial Credit Date (or, in the case of an Adopting Bank, prior to its Adoption Effective Date) from any Person, through a bank authorized to deal in foreign exchange in Brazil, in Cruzados, on account of an item of Affected Debt, part or all of the Cruzado Equivalent thereof and, in such event, the Central Bank may have opened or may open on its books in favor of each of the holder or holders thereof a deposit (each an "Interim Deposit") in respect of part or all of such item of Affected Debt denominated in a currency, bearing interest, for value on the Value Date of such Interim Deposit and subject to such other terms and conditions as have been or shall be agreed between the Central Bank and each such holder. The Central Bank shall

(subject to the retroactive interest rate adjustments referred to in Section 2.08) pay all interest owing for the period from the Value Date of such Interim Deposit to the Value Date of the related Interim Deposit Credit (as defined below) on account of each Interim Deposit held by one or more Banks in respect of an item of Affected Debt on (A) the first interest payment date therefor occurring at least sixteen calendar days after the Initial Credit Date (or, in the case of an Adopting Bank, after its Adoption Effective Date) or (B) if such day is not a Business Day, the next succeeding Business Day, and the Central Bank shall make a Credit or Credits in favor of the Bank or Banks holding an Interim Deposit (determined as provided in Section 2.02(d)) to each appropriate Deposit Account of such Bank or Banks (each an "Interim Deposit Credit") in respect of the principal amount of such Interim Deposit made in respect of an item of Affected Debt for value on the Value Date of such Interim Deposit Credit, which shall be the interest payment date specified above; provided, however, that no Interim Deposit Credit shall be made to a Deposit Account in respect of the portion of an Interim Deposit opened in respect of part or all of an item of Guaranteed Affected Debt if, prior to the making thereof, a Guaranteed Affected Debt Notice and a related Rejection Notice have been timely given in respect thereof; provided that the Central Bank shall not be required to make any such Credit to a Deposit Account after December 31, 1994.

(c) Credits in Respect of Existing DFA Deposits.
 The Central Bank has created and maintained Existing DFA Deposits pursuant to the terms and conditions of each of the 1983, 1984, 1985 and 1986 Deposit Facility Agreements on behalf of the holders of such Existing DFA Deposits. The Central Bank shall (subject to Section 2.12 and the retroactive interest rate adjustments referred to in Section 2.08) pay all interest owing on account of each Existing DFA Deposit held by a Bank on the applicable Interim Interest Payment Date therefor, and the Central Bank shall make a Credit in favor of each Bank holding such Existing DFA Deposit to each appropriate Deposit Account of such Bank (each an "Existing DFA Credit") in respect of the principal amount of such Existing DFA Deposit for value on the Value Date of such Existing DFA Credit, which shall be such Interim Interest Payment Date; provided that the Central Bank shall not be required to make any such Credit to a Deposit Account after December 31, 1994.

(d) Syndicated Affected Debt and Interim Deposits.
 The Central Bank shall make a Credit or Credits to each appropriate Deposit Account (i) in respect of an item of Affected Debt (excluding any Existing DFA Deposit) held by

one or more Banks in favor of the Bank or Banks in the name of which such item of Affected Debt was registered with the Central Bank on the Initial Credit Date under Law No. 4,131 of September 3, 1962, as amended, or (ii) related to an Interim Deposit held by one or more Banks in favor of the Bank or Banks in the name of which such Interim Deposit was held on the Initial Credit Date; provided, however, that (x) each Bank which is an agent for another Bank or Banks under an Original Governing Instrument in respect of such item of Affected Debt and in the name of which such item of Affected Debt was so registered or such Interim Deposit was held and (y) each Bank in the name of which there was so registered or authorized any such item of Affected Debt or in the name of which any such Interim Deposit was held, which item or Interim Deposit has been assigned to, or held on behalf of or for the benefit of, any other Bank or Banks, may notify the Central Bank and the Agent on or before the Election Date for the related Original Maturity or Interim Deposit Credit (as the case may be) that a Credit or Credits in respect of such item of Affected Debt or related to such Interim Deposit is to be made to each appropriate Deposit Account of each such other Bank or Banks, and of the amount of each such Credit (such Bank being a "Representative Bank" for each such other Bank or Banks in relation to its Credit or their respective Credits, as the case may be), whereupon the Central Bank shall make a Credit or Credits in respect of such item of Affected Debt or related to such Interim Deposit to each appropriate Deposit Account of each such Bank; provided, further, that such Representative Bank, the Central Bank and the Agent shall not be responsible or liable in any way to any Person for the failure of such Representative Bank to so notify the Central Bank or the Agent. Each Bank in favor of which a Representative Bank notifies the Central Bank and the Agent that a Credit (or Credits) is to be made hereunder irrevocably authorizes the Central Bank to act in accordance with the instructions of such Representative Bank given under this clause in relation to such Credit (or Credits), and hereby irrevocably agrees to be bound by such instructions.

SECTION 2.03. Currency and Interest Basis of Credits and Deposit Accounts. (a) Currency of Credits. Each Credit shall be made by the Central Bank (in the appropriate amount determined in accordance with Section 2.04) to a Deposit Account of a Bank denominated in a Deposit Currency determined in accordance with this Section 2.03(a).

(i) Original Maturity Credits. (A) If the related item of Affected Debt is denominated in a Deposit Currency, an Original Maturity Credit with respect thereto shall be made to the appropriate Deposit Account denominated in such Deposit Currency, and if, but only if, the Bank in favor of which such Credit is to be made (acting for itself or through the relevant Representative Bank) shall have selected by notice to, or by standing instructions with, the Central Bank (with a copy to the Agent) on or before the Election Date for such Original Maturity Credit a different Deposit Currency (which shall be either Dollars or such Bank's Home Currency set forth in the appropriate column next to its name on Annex A), then, on the next succeeding Interest Payment Date such Deposit Account shall be debited in the amount of such Original Maturity Credit, such amount shall be redenominated in such different Deposit Currency and a Credit with respect to such redenominated amount shall be made to the appropriate Deposit Account denominated in such different Deposit Currency;

(B) if the related item of Affected Debt is not denominated in a Deposit Currency and the Bank in favor of which such Credit is to be made (acting for itself or through the relevant Representative Bank) shall have selected as a Deposit Currency by notice to, or by standing instructions with, the Central Bank (with a copy to the Agent) on or before the Election Date either Dollars or such Bank's Home Currency set forth in the appropriate column next to its name on Annex A, such Original Maturity Credit shall be made to the appropriate Deposit Account of such Bank denominated in the Deposit Currency so selected; and

(C) in all other cases each Original Maturity Credit shall be made to the appropriate Deposit Account of the Bank denominated in Dollars.

(ii) Other Credits. Each Interim Deposit Credit and each Existing DFA Credit shall be made to the appropriate Deposit Account denominated in the Deposit Currency of the related Interim Deposit or Existing DFA Deposit, and if, but only if, the Bank in favor of which such Credit is to be made (acting for itself or through the relevant Representative Bank) shall have selected by notice to, or by standing instructions with, the Central Bank (with a copy to the Agent) on or before the Election Date therefor a different Deposit Currency, (which shall be either Dollars or such Bank's Home Currency set forth in

the appropriate column next to its name on Annex A), then, on the Interest Payment Date next succeeding such Deposit Account shall be debited in the amount of such Interim Deposit Credit or Existing DFA Credit, as the case may be, such amount shall be redenominated in such different Deposit Currency and a Credit with respect to such redenominated amount shall be made to the appropriate Deposit Account denominated in such different Deposit Currency; provided, that each Existing Fixed Deposit Account created upon the making of an Existing DFA Credit with respect to an Existing Fixed DFA Deposit shall be denominated in the Deposit Currency of such Existing Fixed DFA Deposit, notwithstanding any selection which such Bank shall have made with respect to the Deposit Currency in which Interim Deposit or other Existing DFA Credits shall be made with respect to any other Existing DFA Deposits denominated in the same Deposit Currency as such Existing Fixed DFA Deposit.

(iii) Limitation. Notwithstanding anything herein to the contrary, each Bank may select irrevocably only one Home Currency, which Home Currency shall be (if applicable) the same for its Advances (under and as defined in each of the Parallel Financing Agreement and the Cofinancing Agreement).

(b) Interest Basis of Deposit Accounts.

(i) Type of Deposit Account. Each Bank may, for each Deposit Currency in which, pursuant to clause (a) above, Credits in its favor may or will (as the case may be) be denominated, select irrevocably and set forth in the appropriate column next to its name on Annex A one of the types of Deposit Accounts set forth below for each such Deposit Currency. Each such Deposit Account shall be a Domestic Deposit Account, Fixed Deposit Account or LIBO Deposit Account, as so set forth on Annex A for the Deposit Currency of such Deposit Account; provided, that unless a Bank shall otherwise indicate in the appropriate column next to its name on Annex A, an Existing DFA Credit with respect to each Existing Fixed DFA Deposit shall be made to an Existing Fixed Deposit Account denominated in the Deposit Currency of such Existing Fixed DFA Deposit. If no type is set forth in accordance with this Section 2.03(b), each such Deposit Account shall be a LIBO Deposit Account, or, if such type is not set forth below for the Deposit Currency of such Deposit Account, a Domestic Deposit Account, subject to the proviso immediately preceding this sentence.

<u>Deposit Currency</u>	<u>Type of Deposit Account</u>
Belgian Francs	Domestic Deposit Account Fixed Deposit Account LIBO Deposit Account
Canadian Dollars	Domestic Deposit Account LIBO Deposit Account
Deutsche Marks	Fixed Deposit Account LIBO Deposit Account *Existing Fixed Deposit Account
Dutch Guilders	Domestic Deposit Account Fixed Deposit Account LIBO Deposit Account
European Currency Units	LIBO Deposit Account
French Francs	Domestic Deposit Account Fixed Deposit Account LIBO Deposit Account
Italian Lire	Domestic Deposit Account
Japanese Yen	Domestic Deposit Account Fixed Deposit Account LIBO Deposit Account *Existing Fixed Deposit Account
Portuguese Escudos	Domestic Deposit Account
Pounds Sterling	LIBO Deposit Account
Spanish Pesetas	Domestic Deposit Account
Swiss Francs	Fixed Deposit Account LIBO Deposit Account *Existing Fixed Deposit Account
U.S. Dollars	Domestic Deposit Account Fixed Deposit Account LIBO Deposit Account

* Only available for each Bank which holds Existing Fixed DFA Deposits as of the date hereof denominated in such Deposit Currency and which does not indicate on Annex A that such Bank does not wish to maintain the Existing Fixed Rate applicable to its Existing Fixed DFA Deposits in such Deposit Currency.

(ii) Opening of Certain Deposit Accounts Relating to Fixed Rates and Existing Fixed Rates. The Central Bank shall be obliged to open and maintain more than one Deposit Account for a Bank in a Deposit Currency only in order to effectuate the transactions contemplated by this Agreement, including, but not limited to, the following:

(A) The Central Bank shall open and maintain in the name of such Bank in each Deposit Currency for which such Bank selected Fixed Rate as provided herein a LIBO Deposit Account or if LIBO Rate is unavailable in such Deposit Currency, the Central Bank shall open and maintain a Domestic Deposit Account in such Deposit Currency. All Credits (other than any Existing DFA Credit made with respect to an Existing Fixed DFA Deposit) made in the name of such Bank in such Deposit Currency shall initially be made to such LIBO or Domestic Deposit Account.

(B) The Central Bank shall, on each Fixed Rate Annual Date, open and maintain a Fixed Deposit Account in the name of such Bank in each Deposit Currency for which such Bank selected Fixed Rate as provided herein and make a Credit to such new Fixed Deposit Account in the aggregate amount (if any) credited during the year preceding such Fixed Rate Annual Date to the LIBO or Domestic Deposit Account of such Bank established pursuant to clause (A) above (including any Credit made pursuant to the last sentence of subclause (C) below with respect to an Existing Fixed Deposit Account; provided that Fixed Rate was the type of Interest Rate selected by such Bank for the Deposit Currency in which such Existing Fixed Deposit Account is denominated in accordance with clause (i) of this Section 2.03(b)).

(C) Each Existing DFA Credit to be made to an Existing Fixed Deposit Account with respect to an Existing Fixed DFA Deposit shall initially be made in accordance with Section 2.02(c) to a separate Existing Fixed Deposit Account denominated in the Deposit Currency of such Existing Fixed DFA Deposit, notwithstanding any selection in accordance with clause (i) of this Section 2.03(b) of Domestic, LIBO or Fixed Rate with respect to all other Credits to be made in the name of such Bank in such Deposit Currency. Each such Existing Fixed Deposit Account shall be maintained until the last day of the

Existing Fixed Rate Period for such Existing Fixed DFA Deposit. Upon such day, the Central Bank shall make a Credit in the amount of such Existing Fixed Deposit Account to a Deposit Account denominated in the Deposit Currency of such Existing Fixed Deposit Account, and the Interest Rate applicable to such Deposit Account to which such amount is so credited shall be the type of Interest Rate selected by such Bank with respect to such Deposit Currency in accordance with clause (i) of this Section 2.03(b), and the Value Date of such Credit shall be the date on which such Credit was made.

SECTION 2.04. Amounts to be Credited to Deposit Accounts. (a) Each Original Maturity Credit shall be made by the Central Bank to the appropriate Deposit Account in an amount

(i) if such Credit is to be made to a Deposit Account denominated in the same Deposit Currency as the currency of the related item of Affected Debt, equal to the amount of such currency which may be purchased from the Central Bank under applicable laws and regulations prevailing in Brazil on the Value Date of such Credit (through a bank authorized to deal in foreign exchange in Brazil) with the Cruzados received by the Central Bank as contemplated by Section 2.02(a) on account of such item of Affected Debt, or

(ii) if such Credit is to be made to a Deposit Account denominated in a Deposit Currency other than the currency of the related item of Affected Debt, equal to the equivalent (such equivalency to be determined on the Value Date of such Credit in accordance with Section 1.02) in such Deposit Currency (being the "New Currency" for purposes of Section 1.02) of the amount of such other currency (being the "Original Currency" for purposes of Section 1.02) which may be purchased from the Central Bank under applicable laws and regulations prevailing in Brazil on the Value Date of such Credit (through a bank authorized to deal in foreign exchange in Brazil) with the Cruzados received by the Central Bank as contemplated by Section 2.02(a) on account of such item of Affected Debt.

(b) Each Interim Deposit Credit and Existing DFA Credit shall be made by the Central Bank to the appropriate Deposit Account in an amount

(i) if such Credit is to be made to a Deposit Account denominated in the same Deposit Currency as the currency of the related Interim Deposit or Existing DFA Deposit, equal to the principal amount of such Interim Deposit or Existing DFA Deposit (as the case may be) or

(ii) if such Credit is to be made to a Deposit Account denominated in a Deposit Currency other than the currency of the related Interim Deposit or Existing DFA Deposit, equal to the equivalent (such equivalency to be determined on the Value Date of such Credit in accordance with Section 1.02) in such Deposit Currency (being the "New Currency" for purposes of Section 1.02) of the amount of the Deposit Currency (being the "Original Currency" for purposes of Section 1.02) in which such Interim Deposit or Existing DFA Deposit (as the case may be) was previously denominated. *

(c) Notwithstanding the foregoing provisions of this Section 2.04, Credits to be made to Deposit Accounts by the Central Bank in accordance with a notice given by a Representative Bank pursuant to Section 2.02(d) shall be in such amounts as are specified in such notice; provided, however, that the aggregate amount of the Credits so made (in the case of Credits denominated in an Alternate Currency, translated into U.S. Dollars on the Value Date thereof in accordance with Section 1.02) shall not exceed the amount which might have been credited to a U.S. Dollar Deposit Account in respect of the related item of Affected Debt or Interim Deposit had such notice not been given.

(d) Notwithstanding the foregoing provisions of this Section 2.04, the amount of an Original Maturity Credit in respect of all or a portion of an item of Guaranteed Affected Debt in respect of which a Guaranteed Affected Debt Notice and a related Rejection Notice have been timely given or an Interim Deposit opened in respect of all or a portion of an item of Guaranteed Affected Debt in respect of which a Guaranteed Affected Debt Notice and a related Rejection Notice have been timely given, shall not exceed the amount of the Credit which would have been made or Interim Deposit opened, as may be appropriate, had the portion of such Guaranteed Affected Debt in respect of which such Guaranteed Affected Debt Notice and Rejection Notice were timely given never been outstanding.

SECTION 2.05. Effect of Credits. (a) Certain Affected Debt Considered Paid.

(i) Subject to the making of a Credit in respect thereof and to the balance of this subsection, the portion of the item of Affected Debt in respect of which an Original Maturity Credit is to be or was (as the case may be) made or in respect of which an Interim Deposit was opened, as the case may be, shall be considered to have been paid on the Value Date of the related Original Maturity Credit or of the related Interim Deposit, as the case may be. All or the portion of an item of Affected Debt in respect of which an Original Maturity Credit is to be or was (as the case may be) made or an Interim Deposit is to be or was opened shall be considered to have been paid, effective the relevant Value Date,

(A) if a Guaranteed Affected Debt Notice may still be given in respect of all or such portion of such Original Maturity Credit or Interim Deposit (as the case may be) but has not yet been given, only if and when, a Guaranteed Affected Debt Notice may no longer be timely given in respect thereof and

(B) if a Guaranteed Affected Debt Notice has been timely given in respect of all or such portion of such Credit or Interim Deposit (as the case may be), only if and when the time during which a related Rejection Notice may be timely given in respect thereof has expired without such Rejection Notice having been given.

If a Reinstatement Notice is timely given in respect of all or a portion of an item of Affected Debt, subject to the making of a Credit to each appropriate Deposit Account in respect of all or such portion of such item of Affected Debt or related to all or the portion of the Interim Deposit opened in respect of all or such portion of such item of Affected Debt, as may be required under clause (iii) below, all or the portion of such item of Affected Debt in respect of which all or the portion of the Interim Deposit related to such item of Affected Debt was opened shall be considered to have been paid on the Value Date of such Original Maturity Credit or Interim Deposit (as the case may be).

(ii) A Bank (A) in favor of which an Original Maturity Credit may be or has been made which is related to an item of Affected Debt any portion of which

constitutes Guaranteed Affected Debt or (B) in favor of which an Interim Deposit has been opened in respect of an item of Affected Debt any portion of which constitutes Guaranteed Affected Debt, may (acting for itself or through the relevant Representative Bank) prior to the later of

(x) thirty days prior to the Original Maturity Date of such item of Affected Debt or

(y) fifteen days after the Interim Credit Date (or, in the case of an Adopting Bank, fifteen days after its Adoption Effective Date),

give notice (a "Guaranteed Affected Debt Notice") of such fact to the Central Bank (with a copy to the Agent). If a Guaranteed Affected Debt Notice is timely given in respect of any portion of an item of Affected Debt and concurrently with the giving of such Guaranteed Affected Debt Notice or not more than ninety days after the date such Guaranteed Affected Debt Notice is given, such Bank (acting for itself or through the relevant Representative Bank) gives notice (a "Rejection Notice") to the Central Bank (with a copy to the Agent) that such Bank does not wish to own all or a portion of the amount of the related Original Maturity Credit or Interim Deposit which has been made or is to be made in respect of such item or such portion of such item of Affected Debt, as may be appropriate, such Bank shall promptly repay to the Central Bank all amounts paid by the Central Bank in respect of all or a portion of the amount of the Credit so made, or of all or such portion of any related Interim Deposit, as may be appropriate, whereupon such Bank shall not own, and shall be deemed never to have owned, all or a portion of such Credit or Interim Deposit, as may be appropriate. If a Bank (acting through itself or the relevant Representative Bank), timely gives a Rejection Notice in respect of all or a portion of an Original Maturity Credit or an Interim Deposit in respect of which a Bank may wish to give a Reinstatement Notice pursuant to clause (iii) below, such Bank shall so specify in such Rejection Notice (herein referred to as a "Rejection Notice Subject to Possible Reinstatement").

(iii) Prior to 180 days after the last day on which a Rejection Notice might have been timely given in respect of all or a portion of an item of Affected Debt in respect of which a Guaranteed Affected Debt Notice and a related Rejection Notice Subject to Possible

Reinstatement have been timely given, the Bank in favor of which

(A) an Original Maturity Credit was made in respect of all or such portion of such item of Affected Debt,

(B) an Interim Deposit was opened in respect of all or such portion of such item of Affected Debt, the principal of which Interim Deposit is not considered to have been paid in full pursuant to Section 2.05(b), or

(C) an Original Maturity Credit might have been made pursuant to Section 2.02(a) in respect of all or such portion of such item of Affected Debt had a Guaranteed Affected Debt Notice and a related Rejection Notice Subject to Possible Reinstatement not been timely given in respect of all or such portion of such item of Affected Debt,

may (acting for itself or through the relevant Representative Bank) give notice (a "Reinstatement Notice") to the Central Bank (with a copy to the Agent) requesting that the Central Bank make a Credit in favor of such Bank in respect of all or such portion of such item of Affected Debt or related to all or a portion of such Interim Deposit, whereupon the Central Bank shall make a Credit to the appropriate Deposit Account as requested; subject, however, in the case of a Credit to a Deposit Account made under the circumstances referred to in clause (C) above, to its having received the Cruzado Equivalent thereof. Such Credit shall be a "Credit" for all purposes of this Agreement. The Value Date of each Credit made under the circumstances (x) referred to in clause (A) above shall be the Value Date of the Credit referred to in such clause, (y) referred to in clause (B) above shall be the Value Date which would have been applicable to an Interim Deposit Credit with respect to such Interim Deposit had such Credit been made pursuant to Section 2.02(b) or (z) referred to in clause (C) above shall be the Value Date which would have been applicable to such Credit if it were an Original Maturity Credit. Such Credit shall be denominated in such Deposit Currency as such Bank may select in accordance with the procedures set out in Section 2.03 (except that the Election Date therefor shall be the date the related Reinstatement Notice is given) and the Central Bank shall repay to the Bank in the name of which such Credit was made, on the

next Interest Payment Date for the Deposit Account to which such Credit was made, all amounts owing with respect thereto from the Value Date thereof to such Interest Payment Date.

(iv) Nothing herein shall (A) limit any action or remedy which any Bank may be entitled to take or exercise as a result of any item of Affected Debt not being considered to have been paid pursuant to clause (i) of this Section 2.05(a) on the Original Maturity Date thereof or (B) affect the rights of any Bank other than rights with respect to Affected Debt. The provisions set forth in clauses (ii) and (iii) of this Section 2.05(a) are intended to preserve the rights of the Banks against all Persons which have any obligation (whether primary or secondary, direct or contingent) in respect of Guaranteed Affected Debt.

(b) Interim Deposit Considered Paid. Subject to the making of an Interim Deposit Credit or Credits in respect of all or a portion thereof, all as herein provided, the principal of the related Interim Deposit shall be considered to have been paid in full or in part, as may be appropriate, on the Value Date of such Credit or Credits.

(c) Existing DFA Deposits. (i) Subject to the making of an Existing DFA Credit in respect thereof, all as herein provided, the principal amount of the related Existing DFA Deposit shall be considered to have been paid in full on the Value Date of such Credit.

(ii) Subject to the making of Existing DFA Credits in respect of all Existing DFA Deposits under a Deposit Facility Agreement, and, subject to Section 2.12, to the satisfaction and payment in full of all interest, fees, expenses and other obligations owed to each Bank or the Agent (under and as defined in such Deposit Facility Agreement),

(A) all agency functions and obligations of the Agent (under and as defined in the applicable Deposit Facility Agreement) shall cease with respect to each such Existing DFA Deposit and such Deposit Facility Agreement; and

(B) such Deposit Facility Agreement shall be of no further force and effect.

(iii) Each Bank which, on the date hereof, holds Existing Fixed DFA Deposits in any Deposit Currency and indicates on Annex A that it shall not maintain the Existing Fixed Rate with respect to its Existing Fixed DFA Deposits in such Deposit Currency shall not be entitled, and waives its right, to any payment of any amount to compensate such Bank for any damages, losses, costs or expenses incurred as a result of the breaking or re-fixing of the Existing Fixed Rate Period for such Existing Fixed DFA Deposit.

(iv) Nothing contained in this Agreement shall subject any Bank party to the 1985 Deposit Facility Agreement or any Bank party to the 1986 Deposit Facility Agreement to any additional obligations referred to, respectively, in Section 14.01(x) of the 1985 Deposit Facility Agreement or Section 19.01(x) of the 1986 Deposit Facility Agreement.

SECTION 2.06. Special Amounts. (a) The Central Bank may from time to time create subaccounts (each a "Subaccount") within each Deposit Account or otherwise make arrangements to identify, segregate or trace the amounts of certain Credits, amounts on deposit in Deposit Accounts or amounts which have been made available as Relending Disbursements pursuant to Section 5.10 in order to effectuate the transactions contemplated hereunder. Each such amount shall be considered an amount on deposit in the appropriate Deposit Account for all purposes of this Agreement.

(b) The Central Bank shall create Subaccounts or make other arrangements for the purposes described in subsection (a) above, including, without limitation, the following:

(i) Guaranteed Affected Debt Subaccount. The Central Bank shall, upon making an Original Maturity or Interim Deposit Credit to any Deposit Account of a Bank pursuant to Section 2.02(a) or (b), (x) for the period of time during which a Guaranteed Affected Debt Notice may be given by a Bank pursuant to Section 2.05 or (y) if a Guaranteed Affected Debt Notice has timely been given by a Bank in respect of such Original Maturity or Interim Deposit Credit, for the period of time ending 180 days after the last day on which a related Rejection Notice may be given pursuant to Section 2.05, segregate the amount of such Original Maturity Credit or Interim Deposit made to such Deposit Account in a Subaccount (a "Guaranteed Affected Debt Subaccount"). No amount on deposit in any Guaranteed Affected Debt Subaccount shall be eligible to be made available for the extension of

credit with Relending Disbursements pursuant to Section 5.10; for conversions or exchanges pursuant to Section 5.11, for any optional currency conversion pursuant to Section 2.07 or for assignments pursuant to Section 12.10, except assignments otherwise permitted pursuant to such Section to the guarantor of an item of Affected Debt on deposit in such Guaranteed Affected Debt Subaccount until after the expiration of the relevant period described in the preceding sentence.

(ii) Relending Records. The Central Bank shall maintain for each Deposit Account separate records ("Relending Records") in which each amount which has been made available from, or converted into the Deposit Currency of, such Deposit Account upon a Relending Disbursement and each amount which has been redeposited upon the repayment of an extension of credit made with a Relending Disbursement, in each case pursuant to Section 5.10, shall be noted, notwithstanding the fact that the amounts noted therein with respect only to Relending Disbursements are not then on deposit in such Deposit Account.

(iii) MYDFA Downpayment Subaccount. The Central Bank shall, upon making an Existing DFA Credit to any Deposit Account of a Bank pursuant to Section 2.02(c), all or a portion of which Credit is a MYDFA Downpayment Amount, segregate the amount of each of the 1991, 1992 and 1993 MYDFA Downpayment Amounts of such Bank credited to such Deposit Account in a separate Subaccount (each of such three Subaccounts being a "MYDFA Downpayment Subaccount") for repayment in accordance with Section 4.01(a). No amount on deposit in any MYDFA Downpayment Subaccount shall be eligible to be made available for the extension of credit with Relending Disbursements pursuant to Section 5.10, for any optional currency conversion pursuant to Section 2.07 or for any conversion or exchange pursuant to Section 5.11 or any exchange referred to in Section 5.12.

(iv) Exchangeable Debt Subaccount. The Central Bank shall, upon making any applicable Credit to any Deposit Account of an Exchanging Bank pursuant to Section 2.02, all or a portion of which Credit is identified as Exchangeable Debt, segregate the amount of each item of Exchangeable Debt credited to such Deposit Account in a Subaccount (the "Exchangeable Debt Subaccount") in order to facilitate the exchange thereof on the Closing Date (under and as defined in the Brazil Investment Bond

Exchange Agreement and Section 5.12). Such Subaccount shall be maintained until the earlier of such Closing Date and September 30, 1989. No amount on deposit in any Exchangeable Debt Subaccount shall be eligible to be made available for the extension of credit with Relending Disbursements pursuant to Section 5.10, for any optional currency conversion pursuant to Section 2.07 or for any conversion or exchange pursuant to Section 5.11 or for assignment pursuant to Section 12.10.

SECTION 2.07. Optional Currency Conversions.

(a)(i) Notwithstanding the provisions of Section 2.03 and Section 5.10(b)(i) subject to the balance of this Section 2.07, a Bank may, at least fifteen Business Days prior to the last Interest Payment Date prior to the Reconciliation Date, elect to redenominate (x) all or a part of the Eligible Funds on deposit in any of such Bank's Deposit Accounts in either U.S. Dollars or such Bank's Home Currency and (y) all or a part of any other amounts on deposit in any of such Bank's Deposit Accounts in U.S. Dollars, and, in either case, the Central Bank shall make a Credit with respect to such redenominated amounts to the Deposit Account denominated in the new Deposit Currency (which shall be of the type selected by such Bank for such Deposit Currency pursuant to Section 2.03).

(ii) A Bank shall provide notice to the Central Bank (a "Notice of Optional Conversion") at least fifteen Business Days prior to the last Interest Payment Date before the Reconciliation Date with respect to each Deposit Account as to which such Bank wishes to make an optional conversion, which notice shall identify the Deposit Accounts and the amounts thereof which are to be redenominated.

(iii) Such redenomination shall be effective in respect of the amounts on deposit in each such Deposit Account on such last Interest Payment Date prior to the Reconciliation Date and the Central Bank shall promptly notify the Agent of such redenomination.

(b)(i) Notwithstanding the provisions of Section 2.03 and the preceding provisions of this Section 2.07, if the result of a merger, reorganization, liquidation, dissolution, consolidation or other similar extraordinary transaction is to change a Bank's Home Currency, such Bank may, by notice provided to the Central Bank at least thirty Business Days prior to the last Interest Payment Date before the Reconciliation Date, request that the Central Bank redenominate its Deposit Accounts denominated in its former

Home Currency into such Bank's new Home Currency, which notice shall identify the Deposit Accounts which are to be so redenominated.

(ii) The Central Bank shall consider the approval of any such request, which approval shall not be unreasonably withheld and such Bank shall, upon the reasonable request of the Central Bank, provide evidence satisfactory to the Central Bank with respect to such transaction.

(iii) Upon the approval by the Central Bank of such a request, any such redenomination shall be effective in respect of the amounts on deposit in each such Deposit Account on the Interest Payment Date next succeeding the date of such approval (but prior to the Reconciliation Date) and the Central Bank shall promptly notify the Agent of such redenomination.

(c) Notwithstanding the provisions of Section 2.04, the amount of each such Deposit Account which is redenominated pursuant to this Section 2.07 shall be in an amount equal to the equivalent in such Deposit Currency (being the "New Currency" for purposes of Section 1.02) of the amount of the Deposit Currency in which each amount of each such Deposit Account was previously denominated (being the "Original Currency" for purposes of Section 1.02), such equivalency to be determined with respect to the date such redenomination is effective in accordance with Section 1.02.

(d) Upon any redenomination of any Credit pursuant to this Section 2.07, the Central Bank shall provide such confirmation to the Bank and the Agent as would be required pursuant to Section 2.01(b) in respect of a Credit to a Deposit Account, provided, however, that the Value Date of such redenominated amount shall be the date of effectiveness of such redenomination.

SECTION 2.08. Retroactive Interest Rate Adjustments on Adjusted Debt. The parties agree to make retroactive interest rate adjustments on each Adjusted Deposit each as defined and to the extent provided in Annex H.

SECTION 2.09. Interest Rate Adjustments on Original Debt. The parties agree to make interest rate adjustments on Original Debt under each Original Agreement each as defined and to the extent provided in Annex I.

SECTION 2.10. Adoption. Any Person (other than a Person listed in Annex A on the Initial Credit Date) which

wishes to adopt this Agreement after the Initial Credit Date and prior to the Reconciliation Date may notify the Central Bank and the Agent of its wish to do so and thereafter may deliver to the Agent its written agreement (such Person's "Adoption Agreement"), in form satisfactory to the Central Bank and the Agent, that such Person is bound hereby from and after its Adoption Initial Credit as it would have been if it had executed this Agreement on or prior to the Initial Credit Date, whereupon such Person shall be so bound from and after its Adoption Effective Date without further action on the part of any other party hereto; provided, however, that notwithstanding anything herein to the contrary, an Adopting Bank shall, with respect to Deposit Accounts (or portions thereof) assigned to it, be bound by any and all elections with respect to such Deposit Accounts made by the assignor of such Deposit Accounts which have become effective prior to such Adopting Bank's Adoption Effective Date. Such Person's Adoption Agreement (a) shall specify its "Adoption Effective Date" which shall be a Business Day not less than fifteen nor more than thirty days after the day its Adoption Agreement is delivered to the Agent and (b) shall include with respect to such Person, the information required by Annex A, provided (subject to the proviso in the preceding sentence), that if such Adoption Agreement fails to specify (x) a Deposit Currency, such Person shall be deemed to have selected U.S. Dollars as its Deposit Currency and (y) a type of Deposit Account, such Person shall be deemed to have selected a LIBO Deposit Account as its type of Deposit Account or, if such type is not permitted herein for the Deposit Currency selected, a Domestic Deposit Account; provided, further, that Annex A shall be deemed to have been amended by the information included, or by the selections deemed to have been made by this Section 2.10, by each Adopting Bank in its Adoption Agreement.

SECTION 2.11. The Reconciliation Date. Upon the Reconciliation Date the Central Bank shall calculate, in accordance with Section 4.01(b), the Principal Payment Schedule with respect to each Deposit Account, the total amount upon which such calculation shall be based being the "Aggregate Amount" (as defined in Section 4.01(b)). Upon such calculation of the Principal Payment Schedule with respect to each Deposit Account, the Central Bank shall promptly, but in any event no later than February 15, 1995, notify each Bank through the Agent of such Principal Payment schedule.

SECTION 2.12. Agreement of Banks. Upon the receipt of all of the interest described in Section 2.06(a)(ii)(C)

and Section 6.01(d)(i) of the Parallel Financing Agreement, each Bank shall be deemed to have waived its right (if any) to receive penalty interest with respect to its 1986 Existing DFA Deposits and the 1987 and 1988 Interim Deposits (from the date of such deposits) and all other amounts of interest due from the Central Bank with respect to the amounts of the deposits under Resolution 1263.

ARTICLE, III
FEES AND INTEREST

SECTION 3.01. Agency Fee. The Central Bank agrees to pay to the Agent the Agent's annual fee payable at such times and in such amounts as have been agreed to in a letter dated as of September 22, 1988 from the Agent to the Central Bank and accepted by the Central Bank.

SECTION 3.02. Interest Rates. (a) Interest Rate Options. The interest rate options available under this Agreement for each Deposit Currency are set forth below:

<u>Deposit Currency</u>	<u>Options for Applicable Interest Rate</u>
Belgian Francs	Domestic Rate Fixed Rate LIBO Rate
Canadian Dollars	Domestic Rate LIBO Rate
Deutsche Marks	Fixed Rate LIBO Rate *Existing Fixed Rate
Dutch Guilders	Domestic Rate Fixed Rate LIBO Rate
European Currency Units	LIBO Rate
French Francs	Domestic Rate Fixed Rate LIBO Rate
Italian Lire	Domestic Rate
Japanese Yen	Domestic Rate Fixed Rate LIBO Rate *Existing Fixed Rate
Portuguese Escudos	Domestic Rate
Pounds Sterling	LIBO Rate
Spanish Pesetas	Domestic Rate

<u>Deposit Currency</u>	<u>Options for Applicable Interest Rate</u>
Swiss Francs	Fixed Rate LIBO Rate *Existing Fixed Rate
U.S. Dollars	Domestic Rate Fixed Rate LIBO Rate

* Only available for each Bank which holds Existing Fixed DFA Deposits as of the date hereof denominated in such Deposit Currency and which does not indicate on Annex A that such Bank does not wish to maintain the Existing Fixed Rate applicable to its Existing Fixed DFA Deposits in such Deposit Currency.

(b) Applicable Interest Rate. The type of Interest Rate applicable to amounts on deposit in each Deposit Account of a Bank shall be the type of Interest Rate determined in accordance with Section 2.03(b) for the Deposit Currency of such amounts.

SECTION 3.03. Interest on Fixed Deposit Accounts and Existing Fixed Rate Deposits. (a) Fixed Deposit Accounts. The Central Bank shall pay interest on the unpaid principal amount of each Fixed Deposit Account at a rate equal at all times during each Fixed Rate Period for the Deposit Currency in which such Deposit Account is denominated to the sum of

(i) the Fixed Rate for each such Fixed Rate Period for the Deposit Currency in which such Deposit Account is denominated and

(ii) the Fixed Rate Margin for such Deposit Currency,

provided, that interest on any overdue principal amount shall be payable as provided in Section 3.07.

(b) Existing Fixed Deposit Accounts. The Central Bank shall pay interest on the unpaid principal amount of each Existing Fixed Deposit Account at a rate equal at all times to the sum of

(i) the Existing Fixed Rate for such Existing Fixed Deposit Account and

(ii) the Fixed Rate Margin for the Deposit Currency in which such Deposit Account is denominated,

provided, that interest on any overdue principal amount shall be payable as provided in Section 3.07.

SECTION 3.04. Interest on Domestic Deposit Accounts. The Central Bank shall pay interest on the unpaid principal amount on deposit in each Domestic Deposit Account at a rate equal at all times during each Interest Period for the Deposit Currency in which such Deposit Account is denominated to the sum of

(i) the Domestic Rate for such Interest Period for the Deposit Currency in which such Deposit Account is denominated and

(ii) the Domestic Rate Margin for such Deposit Currency,

provided, however, that if the initial Interest Period in respect of any amount on deposit in a Domestic Deposit Account begins on a date other than an Interest Payment Date, then the Central Bank shall pay interest on such unpaid principal amount of such Deposit Account for such initial Interest Period (x) if LIBO Rate is permitted herein for the applicable Deposit Currency, as if the related Credit had been made to a LIBO Deposit Account or (y) if LIBO Rate is not permitted herein for the applicable Deposit Currency, at the Interest Rate which would have applied to such amount had such related Credit been made to such Deposit Account on the preceding Interest Payment Date; and provided, further, that interest on any overdue amount shall be payable as provided in Section 3.07.

SECTION 3.05. Interest on LIBO Deposit Accounts. The Central Bank shall pay interest on each unpaid principal amount on deposit in each LIBO Deposit Account at a rate equal at all times during each Interest Period for such amount to the sum of

(i) the LIBO Rate for such Interest Period for the Deposit Currency in which such Deposit Account is denominated and

(ii) the LIBO Rate Margin for such Deposit Currency,

provided, that interest on any overdue principal amount shall be payable as provided in Section 3.07.

SECTION 3.06. General Interest and Fee Provisions.

(a) Computation and Payment of Interest and Fees. Interest shall accrue on the unpaid principal amounts on deposit in each Deposit Account from the Value Date of each Credit to such Deposit Account and shall be payable by the Central Bank. Interest on the amount on deposit in each Deposit Account shall be paid in arrears on each Interest Payment Date for such Deposit Account. Each interest rate specified in this Agreement is a per annum percentage rate. All computations of interest shall be made on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable, provided, that (i) interest on the amounts on deposit in each Pound Sterling Deposit Account, each Canadian Dollar Domestic Deposit Account, each French Franc Fixed Deposit Account and each Japanese Yen Domestic Deposit Account, Fixed Deposit Account and Existing Fixed Deposit Account shall be so computed on the basis of a year of 365 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable; (ii) interest on each Fixed Rate Deposit Account denominated in Belgian Francs shall be so computed on the basis of a year of 360 days composed of twelve months of 30 days each; and (iii) for purposes of the Interest Act (Canada) only, the yearly rates of interest (to which the rates determined in accordance with the provisions of this Agreement (other than in respect of Deposit Accounts listed in clause (i) above) are equivalent) are the rates so determined multiplied by the actual number of days in the year and divided by 360.

(b) Determination of Interest Rates. (i) The interest rates payable under this Agreement on amounts on deposit in Deposit Accounts (other than Existing Fixed Deposit Accounts) shall be determined by the Agent on the basis of quotations for the relevant Reference Rates furnished to and received by the Agent from the relevant Reference Banks from time to time. Each Reference Bank agrees to advise the Agent promptly by telephone (confirmed by telex), telex, telegram or cable of the applicable rate to be furnished by it to the Agent. If any one or more of the relevant Reference Banks shall not so furnish a quotation of the applicable rate to the Agent for any relevant day or period, the Reference Rate for such period shall be based upon the quotations furnished to the Agent by the other relevant Reference Banks, provided that, if Annex J provides

for at least three Reference Banks for any Interest Rate, such Interest Rate must be based on quotations from at least two Reference Banks. The Agent shall

(A) promptly give notice by telex to the Central Bank of (for each Interest Period and for each Fixed Rate Period) and

(B) (1) promptly give notice by telex to each Bank of (for each Interest Period commencing upon a Borrowing or upon an Interest Payment Date and for each Fixed Rate Period) and (2) make available to each Bank upon timely request by such Bank to the Agent (for each other Interest Period),

the relevant Reference Rate, the quotation or quotations relating thereto furnished by the relevant Reference Bank or Reference Banks and the relevant interest rate based on such Reference Rate, and such notice shall be conclusive and binding for all purposes, in the absence of manifest error.

(ii) The interest rates payable under this Agreement on amounts on deposit in Existing Fixed Deposit Accounts shall be determined by the Agent on the basis of the applicable Existing Fixed Rate.

(c) Agent's Advice of Interest Due. The Agent shall advise the Central Bank by telex, telegram or cable at least seven days before each Interest Payment Date of the aggregate amount of interest payable in each Deposit Currency to the Banks entitled thereto on such Interest Payment Date, which advice shall be determined using (i) the Interest Rates determined pursuant to this Section and (ii) information supplied by the Central Bank to the Agent pursuant to Section 5.04 as to the amounts on deposit in the Deposit Accounts. Such advice shall be conclusive and binding on the Central Bank and the Guarantor for all purposes, in the absence of manifest error, but no failure to give such advice shall affect the obligation of the Central Bank to make any payment of interest when due hereunder.

(d) Adjustments for Interest Rate Fluctuations. In the computation of the amount of interest payable by the Central Bank in respect of amounts on deposit in each Deposit Account at the LIBO Rate for Deutsche Marks on any Interest Payment Date, no fluctuations in any such rate occurring after the fifteenth day prior to such Interest Payment Date shall be taken into account. The difference between the amount of interest with respect to amounts on deposit in such

Deposit Account so computed to be payable by the Central Bank on such Interest Payment Date and the amount that would have been payable had fluctuations in the LIBO Rate for Deutsche Marks been taken into account up to such Interest Payment Date shall be added to, in the case of any underpayment, or subtracted from, in the case of any overpayment, the amount of interest payable by the Central Bank on the next succeeding Interest Payment Date for amounts on deposit in such Deposit Account. If there is no next succeeding Interest Payment Date, then, on the tenth Business Day following the Interest Payment Date first referred to in the preceding sentence, in the case of an underpayment, the Central Bank shall pay the amount thereof to the Agent for the account of the Banks to which amounts on deposit in such Deposit Accounts were owed, or in the case of an overpayment, each Bank shall pay its ratable share thereof to the Agent for the account of the Central Bank. The Agent will notify the Central Bank and each such Bank by telex or cable of the amount of any such adjustment.

(e) Substitution of Reference Banks. (i) Any Reference Bank may resign upon written notice to the Agent, provided that in no event shall any such resignation be effective until a successor Reference Bank is appointed and agrees to act hereunder. Promptly upon receipt of notice of intended resignation by any Reference Bank, the Agent shall, with the prior written consent of the Central Bank (which shall not be unreasonably withheld), nominate a successor Reference Bank and notify the Banks of such nomination. Such nomination shall be effective when such successor Reference Bank agrees in writing to act as Reference Bank hereunder, provided that if Banks having more than 50% of the then aggregate unpaid amount on deposit in the Deposit Accounts for which the Interest Rate is determined by quotations of such Reference Bank object in writing to the Agent's nomination of a successor Reference Bank within ten days of such nomination, the Agent shall nominate another successor Reference Bank (with the consent of the Central Bank as provided above), which nomination shall become effective as provided in this sentence.

(ii) Any Reference Bank may be removed by the Central Bank with or without cause, provided that in no event shall any such removal be effective until a successor Reference Bank is appointed and agrees to act hereunder. Promptly upon receipt of notice from the Central Bank of removal of a Reference Bank, the Agent shall, with the prior written consent of the Central Bank (which shall not be unreasonably withheld), nominate a successor Reference Bank

and notify the Banks of such nomination. If Banks having more than 50% of the then aggregate unpaid amount on deposit in the Deposit Accounts for which the Interest Rate is determined by quotations of such Reference Bank consent in writing to the Agent's nomination of such a successor Reference Bank within ten days of such nomination, then such nomination shall be effective when such successor Reference Bank agrees in writing to act as Reference Bank hereunder. In the event such nomination does not become effective, the Agent shall nominate another successor Reference Bank (with the consent of the Central Bank as provided above), which nomination shall become effective as provided in the preceding sentence.

(f) New Definitions for Interest Rates Based upon Electronic Information Services. In the event that the Central Bank shall propose to the Banks having Deposit Accounts denominated in any Deposit Currency and to which a particular Interest Rate is applicable a new definition of such Interest Rate that would be determined on the basis of quotations available through an electronic information service, the Central Bank and representatives of the Banks will negotiate such definition in good faith, with such informal consultations with other members of the international banking community as either the Central Bank or such Banks may initiate. In the event that the Central Bank and 80% of such Banks agree upon a new definition of such Interest Rate (an "Agreed Definition") at or before 12:00 Noon (New York City time) on June 30, 1989, the Central Bank shall deliver copies of the Agreed Definition to the Agent, together with

(i) a certificate of the Central Bank to the effect that the Central Bank is satisfied that the Agreed Definition provides a yield equivalent to the yield under the old definition of such Interest Rate and

(ii) opinions of special United States Advisor to the Central Bank and the Guarantor and special New York counsel to the Bank Advisory Committee for Brazil and the Agent to the effect that the Agreed Definition is consistent with the mechanics of this Agreement.

Upon receipt of any Agreed Definition, the Agent shall promptly transmit it to the Banks. Unless, at or before 6:00 P.M. (New York City time) on the 30th calendar day after the date on which the Agent received such Agreed Definition, the Agent receives written notice from 33-1/3% or more of all Banks that they object to it, such Agreed Definition shall

become effective for all purposes of this Agreement (notwithstanding the definition of such Interest Rate in this Agreement as originally executed), from and including the first Interest Payment Date for the Deposit Accounts to which such Interest Rate is applicable occurring at least forty-five calendar days after the date on which the Agent received such Agreed Definition. The Agent shall promptly notify the Central Bank and the Banks whether it has received any such notice from 33-1/3% or more of all Banks and, if it does not receive such notice, of the date of effectiveness of any such Agreed Definition. If the Agent does receive such notice and the Central Bank so requests, negotiation of such definition will again be commenced, subject to the June 30, 1989 deadline.

SECTION 3.07. Overdue Amounts. (a) Interest on Overdue Amounts. In the event that any principal amount of, or any interest on, any Deposit Account, or any other amount (except for any amount of costs and expenses referred to in Section 9.01(a) or 12.05) payable hereunder is not paid when due, the Central Bank shall pay interest on such unpaid principal amount or (to the extent permitted by applicable law) unpaid interest or unpaid other amount from the date such principal, interest or other amount is due until the date such principal, interest or other amount is paid in full, payable on demand, at (i) in the case of any overdue principal of, or overdue interest on, any Deposit Account, a rate per annum equal to the sum of 1% plus the rate of interest payable on such Deposit Account under Section 3.03, 3.04 or 3.05, as applicable, such rate to be determined for successive periods pursuant to, or as contemplated by, clause (c)(iv) of the definition of "Interest Period" and (ii) in the case of any other overdue amount, a rate per annum equal to the sum of 1% plus the U.S. Dollar LIBO Rate, such rate to be determined for successive periods as set forth in clause (i) above.

(b) Loss Indemnity. Without prejudice to the rights of any Bank under the foregoing provisions of this Section 3.07, the Central Bank shall indemnify each Bank against any reasonable loss (excluding loss of anticipated profits) or expense which it may sustain or incur as a result of the failure by the Central Bank to pay when due any principal of, or interest on, any Deposit Account, or any other amount (except for any amount of expenses referred to in Section 9.01(a) or 12.05) payable hereunder, to the extent (but only to the extent) that any such loss or expense is not recovered pursuant to such foregoing provisions. Such indemnification shall be paid by the Central Bank within twenty days after a demand therefor by such Bank (with a copy of such demand to the Agent). Each demand for payment under

this Section 3.07(b) shall be accompanied by the demanding Bank's certificate as to the basis for the determination of the interest due on any overdue amount in accordance with this Agreement and of the amounts necessary to indemnify such Bank in respect of such loss or expense (and specifying in reasonable detail the reason therefor and the calculation thereof) submitted to the Central Bank and the Agent by such Bank, which certificate shall be prima facie evidence of such amount.

SECTION 3.08. Alternative Rates. (a) Substitute LIBO Rate.

(i) If either

(A) the Agent receives notice on or before any date on which a LIBO Rate is to be determined by the Agent pursuant to this Article III from two or more of the LIBO Reference Banks for any Deposit Currency that deposits in such Deposit Currency are not being offered by such LIBO Reference Banks to prime banks in the London interbank market for the applicable Interest Period or in an amount substantially equal to U.S.\$5,000,000 or its equivalent in the relevant Deposit Currency, or

(B) the Agent receives notice not later than 3:00 P.M. (New York City time) on or before the third Business Day of the applicable Interest Period from the Affected LIBO Banks for any Deposit Currency that the LIBO Rate for such Deposit Currency will not adequately reflect the cost to such Banks of funding or maintaining for the applicable Interest Period the unpaid amounts of their respective LIBO Deposit Accounts with such Interest Period,

then the Agent shall forthwith give notice of such event to the Central Bank and each Bank having LIBO Deposit Accounts in such Deposit Currency with such Interest Period. Within five days following the date of any such notice by the Agent, the Agent (after consultation with each Bank having LIBO Deposit Accounts in such Deposit Currency with such Interest Period) and the Central Bank shall enter into negotiations in good faith with a view to agreeing to an alternative basis (which may be based on funding in a different Deposit Currency), acceptable to the Central Bank and the Affected LIBO Banks for determining the interest rate (the "Substitute LIBO Rate") which shall be applicable during such Interest

Period for the LIBO Deposit Accounts in such Deposit Currency with such Interest Period and which shall reflect the cost to the Banks having LIBO Deposit Accounts in such Deposit Currency (as agreed upon by the Affected LIBO Banks having LIBO Deposit Accounts in such Deposit Currency with such Interest Period) of maintaining or funding such Deposit Accounts for such Interest Period from alternative sources (including both domestic and international sources) or in alternative currencies or both plus the LIBO Rate Margin.

(ii) If, at the expiration of twenty-five days from the giving of such notice by the Agent, the Agent and the Central Bank have agreed to such Substitute LIBO Rate for such Deposit Currency, such Substitute LIBO Rate shall take effect with respect to such Interest Period from the beginning of such Interest Period.

(b) Non-Agreement on Substitute LIBO Rate. If, at the expiration of twenty-five days from the giving of any notice by the Agent provided for in subsection (a) above, the Agent and the Central Bank shall not have agreed to any Substitute LIBO Rate for the relevant Deposit Currency with such Interest Period, the Agent shall (after consultation with each Bank having LIBO Deposit Accounts in such Deposit Currency with such Interest Period) give notice to the Central Bank and each such Bank of that rate of interest (as agreed upon by the Affected LIBO Banks) for the applicable Interest Period at which the Banks having LIBO Deposit Accounts in such Deposit Currency are prepared to lend an amount equal to the then unpaid amounts on deposit in each LIBO Deposit Account in such Deposit Currency with such Interest Period. Such notice shall set forth the computations made by the Agent in determining such rate of interest, which computations shall reflect the cost to each Bank having LIBO Deposit Accounts in such Deposit Currency (as determined and notified to the Agent by such Bank) of maintaining and funding for such Interest Period such Deposit Accounts from alternative sources (including both domestic and international sources) or in alternative currencies or both plus the LIBO Rate Margin.

(c) Agreement of Banks. Notwithstanding anything in Section 3.08(b) to the contrary, if the Central Bank shall so request of any Bank at any time after the giving of any notice by the Agent provided for in subsection (a) above and no later than fifteen days after the establishment of an interest rate pursuant to Section 3.08(b) in respect of any Deposit Account for which such interest rate has been established, such Bank shall:

(i) to the extent permitted by law or by the relevant central bank or other governmental authority, in consultation with the Agent, make reasonable efforts to transfer such Deposit Account to another office of such Bank or an Affiliate of such Bank, or to another financial institution which agrees to assume such Deposit Account on the terms and conditions of this Agreement (provided, always, that such Bank is able to make such transfer on terms such that such Bank or its Affiliate suffers no economic, legal, regulatory or other disadvantage unacceptable to it) with the object of avoiding the consequence of the event giving rise to the operation of Section 3.08; or

(ii) consider in good faith any proposal made by the Central Bank that such Deposit Account bear interest at another interest rate option permitted herein for Deposit Accounts denominated in the same Deposit Currency; or

(iii) if the Central Bank shall find a reputable non-Brazilian financial institution which unconditionally offers in writing to purchase such Deposit Account of any such Bank without recourse at par (in the Deposit Currency of such Deposit Account in freely transferable funds and in same day funds or such other funds as may at the time of payment be customary in the place of payment for the settlement of international payments in such Deposit Currency) on a specified date occurring prior to the end of such Interest Period for such Deposit Account, together with accrued interest thereon to the date of purchase, accept and close such purchase offer, provided, that if any Bank accepts such purchase offer and the purchase of any Deposit Account of such Bank is closed other than on an Interest Payment Date for such Deposit Account, the indemnities of Section 12.05(b) shall apply to such selling Bank as if the sale of such Deposit Account were payment of such Deposit Account, and provided, further, that

(x) if a Bank accepts such an offer and such non-Brazilian financial institution fails to purchase such Deposit Accounts on such specified date in accordance with the terms of such offer, the Central Bank shall be obligated to pay interest in respect of amounts on deposit in such Deposit Account at the rate determined pursuant to Section 3.08(b) for such Interest Period for such Deposit Accounts or

(y) if such Bank fails to accept such purchase offer, the Central Bank shall not be obligated to pay to such Bank interest for such Interest Period in respect of amounts on deposit in such Deposit Account at any rate greater than the rate determined pursuant to Section 3.06 for such Interest Period for such amounts on deposit in such Deposit Account (or, if no such rate for such Interest Period has been determined, at any rate greater than the most recent rate determined pursuant to Section 3.06).

Any expenses incurred by such Bank in complying with clauses (i) through (iii) above shall be paid by the Central Bank upon delivery by such Bank to the Central Bank (with a copy to the Agent) of a certificate as to the amount of such expense (and specifying in reasonable detail the reason therefor and the calculation thereof), which certificate shall be prima facie evidence thereof.

(d) Substitute Canadian Dollar Domestic Rate.

(i) If the Agent receives notice before 3:00 P.M. (New York City time) of the third Business Day of the applicable Interest Period from Banks having more than 50% of Canadian Dollar Domestic Deposit Accounts that the Canadian Dollar Domestic Rate for such Interest Period will not adequately reflect the cost to such Banks of funding or maintaining for the applicable Interest Period the unpaid amounts on deposit in such Deposit Accounts, the Agent shall forthwith give notice of such event to the Central Bank and each Bank having Canadian Dollar Domestic Deposit Accounts with such Interest Period. Within five days following the date of any such notice by the Agent, the Agent (after consultation with each Bank having Canadian Dollar Domestic Deposit Accounts denominated in Canadian Dollars with such Interest Period) and the Central Bank shall enter into negotiations in good faith with a view to agreeing to an alternative basis, acceptable to the Central Bank and to Banks having more than 75% of the Canadian Dollar Domestic Deposit Accounts with such Interest Period, for determining the interest rate (the "Substitute Canadian Dollar Domestic Rate") which shall be applicable during such Interest Period for Domestic Deposit Accounts with such Interest Period and which shall reflect the cost to the Banks having Canadian Dollar Domestic Deposit Accounts (as agreed upon by Banks having more than 75% of the amounts on deposit in Canadian Dollar Domestic Deposit Accounts with such Interest Period) of funding and maintaining such Deposit Accounts for such Interest Period from alternative sources plus the Domestic Rate Margin.

(ii) If, at the expiration of twenty-five days from the giving of such notice by the Agent, the Agent and the Central Bank have agreed to such Substitute Canadian Dollar Domestic Rate, such Substitute Canadian Dollar Domestic Rate shall take effect with respect to such Interest Period from the beginning of such Interest Period.

(e) Non-Agreement on Substitute Canadian Dollar Domestic Rate. If, at the expiration of twenty-five days from the giving of any notice by the Agent provided for in subsection (d) above, the Agent and the Central Bank shall not have agreed to any Substitute Canadian Dollar Domestic Rate, the Agent shall so notify each Bank having Canadian Dollar Domestic Deposit Accounts with such Interest Period and each Canadian Dollar Domestic Deposit Account with such Interest Period shall automatically become (without any further action on the part of any party) a Canadian Dollar LIBO Deposit Account from and after the beginning of the Interest Period for which such notice was delivered by the Agent.

SECTION 3.09. Interest Period Election. Any Designated Bank may make a one-time election on or prior to the execution of this Agreement by such Bank that the Interest Periods for the amounts on deposit in the Deposit Accounts of such Bank shall not exceed three Months. Such election shall be made by delivering to the Agent on or prior to the execution of this Agreement by such Bank a notice of Interest Period election in substantially the form set forth in Schedule 5 to this Agreement. It is understood that the effect of any Designated Bank's making such election is that the amounts on deposit in the Deposit Accounts of such Bank may have different Interest Periods, different Interest Payment Dates and different interest rates from the amounts on deposit in the Deposit Accounts of Banks which do not make such election. It is further understood that the relevant Reference Banks and the Agent shall make separate quotations and interest rate determinations pursuant to Section 3.06(b) for the amounts on deposit in the Deposit Accounts of Banks making such elections.

ARTICLE IV

PRINCIPAL PAYMENTS

SECTION 4.01. Scheduled Payments. (a) MYDFA Downpayments. During each of the calendar years 1991, 1992 and 1993, the Central Bank shall repay to each Bank such Bank's MYDFA Downpayment Amounts, as provided below. The Central Bank shall repay to each Bank: (x) its MYDFA 1991 Downpayment Amount in two substantially equal installments on March 15, 1991 and September 15, 1991; (y) its MYDFA 1992 Downpayment Amount in two substantially equal installments on March 15, 1992 and September 15, 1992 and (z) its MYDFA 1993 Downpayment Amount in two substantially equal installments on March 15, 1993 and September 15, 1993, provided, that the last installment in each such year shall be in the amount necessary to repay to such Bank in full such Bank's relevant MYDFA Downpayment Amount.

(b) Scheduled Payments. The Central Bank shall repay to each Bank the principal amount of each Deposit Account of such Bank in 26 consecutive semi-annual installments, the first of which shall be on March 15, 1995 and the remaining 25 of which shall be on the fifteenth day of September and March of each year thereafter (each such date being a "Principal Payment Date"). Each of such installments shall be in an amount determined by multiplying the percentage set forth below opposite the number of such installment by the Aggregate Amount (as defined below) of such Deposit Account calculated as of the Reconciliation Date; provided, that the last installment shall be in the amount necessary to repay in full the unpaid principal amount on deposit in such Deposit Account, and provided, further, that

(i) the amount of any Relending Disbursement made from a Deposit Account shall reduce the principal amount of such Deposit Account;

(ii) any amounts redeposited with the Central Bank in accordance with Section 5.10 shall be deemed to be on deposit in a Deposit Account pursuant to the definition of "Deposit Account";

(iii) the maximum amount that the Central Bank or the Guarantor shall be required to pay with respect to a Deposit Account on a Principal Payment Date (including the final Principal Payment Date) with respect thereto

shall be the principal amount then on deposit in such Deposit Account; and

(iv) if the amount of an installment due on a Principal Payment Date is greater than the amount payable on such Principal Payment Date pursuant to clause (iii) above, the excess shall be added to the installment due on the next succeeding Principal Payment Date and if such total is not paid in full on such Principal Payment Date pursuant to clause (iii) above, the amount not paid shall be added to the amount due on each succeeding Principal Payment Date (subject, in each case, to clause (iii) above); and

provided, further, that if after the Reconciliation Date the aggregate principal amount on deposit in any of a Bank's Deposit Accounts has been reduced because of a conversion or exchange pursuant to Section 5.11 or an assignment pursuant to Section 12.10, each installment with respect to such Deposit Account to be paid after the date of such conversion, exchange or assignment shall be reduced by an amount equal to the amount of such Deposit Account so converted, exchanged or assigned multiplied by a fraction,

(A) the numerator of which is the percentage set forth opposite the applicable installment number, and

(B) the denominator of which is the sum of such percentage plus each of the remaining percentages set forth opposite each installment as to which such calculation is being made.

The principal payment percentage for each installment shall be the percentage specified for such installment in the chart below:

<u>Installment Number</u>	<u>Percentage</u>	<u>Installment Number</u>	<u>Percentage</u>
1	1%	14	4.25%
2	1%	15	4.25%
3	2.5%	16	4.25%
4	2.5%	17	4.5%
5	2.75%	18	4.5%
6	2.75%	19	4.75%
7	3.5%	20	4.75%
8	3.5%	21	4.75%
9	3.75%	22	4.75%
10	3.75%	23	5%
11	4%	24	5%
12	4%	25	5%
13	4.25%	26	5%

For the purpose of this Section 4.01(b), "Aggregate Amount" means the sum of (i) the principal amount on deposit in a Deposit Account on the Reconciliation Date and (ii) the principal amount of Relending Disbursements made from such Deposit Account pursuant to Section 5.10 prior to the Reconciliation Date.

(c) Debits. The Central Bank will debit the appropriate Deposit Account of each Bank to reflect each payment of principal of Deposit Accounts held by such Bank pursuant to this Section 4.01.

SECTION 4.02. Mandatory Prepayments. (a) Upon Prepayments of External Indebtedness. If, after the date hereof, the Central Bank shall approve any foreign exchange transaction the purpose of which is to enable an obligor (including, without limitation, the Central Bank or the Guarantor) to make payment in respect of principal of an item of External Indebtedness (other than External Indebtedness covered or excluded by subsections (b) and (c) of this Section 4.02) at any time prior to the regularly scheduled repayment date therefor under its Original Governing Instrument or in an amount greater than a regularly scheduled amount, the Central Bank shall, if requested by more than 50% of the Banks on or before sixty days after the Agent has received notice of such approval pursuant to Section 8.01(d)(iii) or 8.02(d)(i), on the Interest Payment Date for each Deposit Account next succeeding such request, prepay such Deposit Account (and, if the amount on deposit in any Deposit Account of such Bank on such Interest Payment Date is less than the amount so required to be so prepaid, the amount which must be redeposited to such Deposit Account with the Central Bank pursuant to Section 5.10 shall be reduced to the extent that, and in the order in which, subsequent repayments of extensions of credit pursuant to Section 5.10 are made to or for the account of such Bank) in an aggregate amount such that the ratio of

(i) the sum of (A) the amount to be prepaid of such Deposit Account plus (B) if applicable, the amount by which the obligation of such Bank to redeposit amounts to such Deposit Account with the Central Bank pursuant to Section 5.10 is to be reduced, to

(ii) the sum of (C) the principal amount on deposit in such Deposit Account as of the date of such prepayment plus (D) the amounts which are required to be redeposited with the Central Bank pursuant to Section 5.10 (in each case before giving effect to such prepayment or reduction), shall be the same as the ratio of

(iii) the amount of the foreign exchange transaction so approved, to

(iv) the aggregate principal amount of such item of External Indebtedness outstanding on the date of such approval (prior to such prepayment);

provided, that no such mandatory prepayment will be required if

(A) the prepayment is an involuntary prepayment made pursuant to an illegality provision contained in an Original Governing Instrument, which provision, if such Original Governing Instrument was in effect on the date of this Agreement, was in effect on, and has not been amended since, the date of this Agreement;

(B) the prepayment is a prepayment permitted by increased cost, substitute LIBO or other similar contractual provision specifically designed to enable the obligor to avoid economically burdensome results and contained in an Original Governing Instrument, which provision, if such Original Governing Instrument was in effect on the date of this Agreement, was in effect on, and has not been amended since, the date of this Agreement;

(C) the prepayment is related to a credit facility which is utilized again within thirty days of the prepayment but only to the extent such credit facility is so utilized;

(D) the prepayment is a repurchase by Brazil under, and in accordance with the terms of, an existing IMF program with Brazil (excluding the IMF Standby Arrangement) for the purpose of, and limited to, repaying an amount which constitutes a prior overcompensation by the IMF under said program;

(E) the prepayment is a prepayment of an extension of credit made with a Relending Disbursement which prepayment is (x) redeposited to a Deposit Account in the Central Bank pursuant to Section 5.10(f) or (y) not required to be redeposited to a Deposit Account in the Central Bank pursuant to Section 5.10(g); or

(F) after giving effect to the prepayment, the sum of the prepayment and all other such prepayments of External Indebtedness in the same calendar year (other than those covered by (A), (B), (C), (D) and (E) above and prepayments covered or excluded by subsections (b)

and (c) below) does not exceed U.S. \$100,000,000 (or its equivalent in other currencies).

(b) Upon More Favorable Repayments of Certain Classes of External Indebtedness. If, after the date hereof, the Central Bank shall approve any foreign exchange transaction the purpose of which is to enable an obligor (including, without limitation, the Central Bank or the Guarantor) in respect of any item of Affected Debt to make any payment in respect of principal thereof which payment would cause (x) the principal amount of such Affected Debt at any time to be less than (y) the principal amount of a Deposit Account to which a Credit in respect of such Affected Debt would have been made which principal amount would have been repaid as contemplated by Section 4.01 hereof, then, the Central Bank shall, if requested by more than 50% of the Banks on or before sixty days after the Agent has received notice of such approval pursuant to Section 8.01(d)(iii) or 8.02(d)(i), on the Interest Payment Date for each Deposit Account next succeeding such request, prepay such Deposit Account (and, if the amount on deposit in any Deposit Account of such Bank on such Interest Payment Date is less than the amount so required to be prepaid, the amount which must be redeposited to such Deposit Account in the Central Bank pursuant to Section 5.10 shall be reduced to the extent that, and in the order in which, subsequent repayments of extensions of credit pursuant to Section 5.10 are made to or for the account of such Bank) in an aggregate amount such that the ratio of

(i) the sum of (A) the amount to be prepaid of such Deposit Account plus (B) if applicable, the amount by which the obligation of such Bank to redeposit amounts to such Deposit Account with the Central Bank pursuant to Section 5.10 is to be reduced, to,

(ii) the sum of (C) the principal amount on deposit in such Deposit Account as of the date of such prepayment plus (D) the amounts which are required to be redeposited with the Central Bank pursuant to Section 5.10 (in each case before giving effect to such prepayment or reduction),

shall be the same as the ratio of

(iii) the amount of the foreign exchange transaction so approved, to,

(iv) the aggregate principal amount of such item of Affected Debt outstanding on the date of such approval (prior to such prepayment);

provided, that no such mandatory prepayment will be required if, after giving effect to the approved payment, the sum of the payment and all other payments of Affected Debt made in the same calendar year does not exceed U.S. \$25,000,000 (or its equivalent in other currencies) and provided, further, that this subsection (b) shall not apply to any such approval of a foreign exchange transaction to enable an obligor to make a payment in respect of External Indebtedness required by a judgment or order of a competent court.

(c) Upon More Favorable Repayments of Existing Official Credits. (I) If after the date hereof the Central Bank shall approve any foreign exchange transaction the purpose of which is to enable an obligor (including, without limitation, the Central Bank or the Guarantor) to make any payment in respect of principal of any Existing Official Credit which would cause the principal amount thereof to be repaid earlier than the payment schedule contemplated by the 1988 Agreed Minute, or any Subsequent Agreed Minute then covering such Existing Official Credit, the Central Bank shall, on the next Interest Payment Date for each Deposit Account, prepay such Deposit Account (and, if the amount on deposit in any Deposit Account of such Bank on such Interest Payment Date is less than the amount so required to be prepaid, the amount which must be redeposited to such Deposit Account with the Central Bank pursuant to Section 5.10 shall be reduced to the extent that, and in the order in which, subsequent repayments of extensions of credit pursuant to Section 5.10 are made to or for the account of such Bank) in an aggregate amount such that the ratio of

(i) the sum of (A) the amount to be prepaid of such Deposit Account plus (B) if applicable, the amount by which the obligation of such Bank to redeposit amounts to such Deposit Account with the Central Bank pursuant to Section 5.10 is to be reduced, to

(ii) the sum of (C) the principal amount on deposit in such Deposit Account as of the date of such prepayment plus (D) the amounts which are required to be redeposited with the Central Bank pursuant to Section 5.10 (in each case before giving effect to such prepayment or reduction),

shall be the same as the ratio of

(iii) the amount of the foreign exchange transaction so approved, to,

(iv) the aggregate principal amount of such Existing Official Credit outstanding on the date of such approval (before giving effect to such prepayment);

provided, that no such mandatory prepayment will be required if the approved repayment relates to

(A) repayments made pursuant to an illegality provision contained in an Original Governing Instrument, which provision, if such Original Governing Instrument was in effect on the date of this Agreement, was in effect on, and has not been amended since, the date of this Agreement;

(B) repayments permitted by increased cost, substitute LIBO or other similar contractual provision specifically designed to enable the obligor to avoid economically burdensome results and contained in an Original Governing Instrument, which provision, if such Original Governing Instrument was in effect on the date of this Agreement, was in effect on, and has not been amended since, the date of this Agreement;

(C) repayments related to a credit facility which is utilized again within thirty days of the repayment but only to the extent such credit facility is so utilized.

(d) Effect on Installments; Notice of Prepayment.

(i) Each prepayment of a Deposit Account (and each reduction in the obligation to redeposit amounts of repayments of extensions of credit made with Relending Disbursements) made after the Reconciliation Date shall reduce the principal installments of such Deposit Account in the inverse order of their maturity.

(ii) The Central Bank shall give the Agent irrevocable notice of any prepayment pursuant to this Section 4.02 at least five Business Days prior thereto, specifying the principal amount of Deposit Accounts to be prepaid and the date of such prepayment, whereupon the principal amounts so specified, together with interest accrued thereon, shall become due and payable on the date so specified.

(e) Debits. The Central Bank will debit each appropriate Deposit Account of each Bank to reflect each prepayment of principal of Deposit Accounts held by such Bank pursuant to this Section 4.02.

ARTICLE V, PART A

OTHER PAYMENT PROVISIONS

SECTION 5.01. Payments and Computations. (a) Currency. The Central Bank shall make each payment of (i) principal of and interest on each Deposit Account in the Deposit Currency of the relevant Deposit Account and (ii) each other amount due hereunder in U.S. Dollars or in such other Deposit Currency as is specified herein for such other payment.

(b) Type of Funds. Each payment in each Deposit Currency shall be made in freely transferable funds, and shall be made in same day funds (or such other funds as may be customary for the settlement of international banking transactions for such Deposit Currency). Each payment in each Deposit Currency shall be made in time to be credited in accordance with normal banking procedures in the place of payment to the Agent's Account for such Deposit Currency prior to 11:00 A.M. (local time) on the day payment is due, except for Relending Disbursements made available pursuant to Section 5.10 and funds made available pursuant to Section 5.11.

(c) Payments to Agent. Each payment hereunder shall be paid to the Agent's Account for the relevant Deposit Currency for the account of the party or parties entitled thereto, except for Relending Disbursements made available pursuant to Section 5.10 and funds made available in Cruzados pursuant to Section 5.11. The Agent shall notify the Central Bank in accordance with its normal procedures of all amounts payable to the Agent for the account of such party or parties but no failure to give such notice shall affect the obligation of the Central Bank to make any payment when due hereunder.

(d) Distribution of Payments. At or before the time of making any payment to the Agent hereunder, the Central Bank shall advise the Agent as to the party or parties for the account of which such payment is made. Upon receipt of such payment (or upon receipt of Confirmation of Payment, if later), the Agent shall, subject to Section 5.02, promptly cause such payment to be distributed in the same currency and funds to such party or parties without regard to whether the Agent shall have received funds to be distributed in any other currency on the same date; provided, that until

so distributed such funds shall be held in trust for the party or parties entitled thereto pursuant to the provisions hereof. Amounts to be distributed by the Agent to any Bank shall be distributed to such Bank for the account of its Lending Office.

(e) Payments Not on Business Days. Whenever any payment hereunder shall be stated to be due, or whenever the last day of any Interest Period would otherwise occur, on a day other than a Business Day, such payment shall be made, and the last day of such Interest Period shall occur, on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or fees, as the case may be.

(f) No Defense or Counterclaim. The Central Bank shall make all payments hereunder unconditionally in full regardless of any defense, counterclaim or setoff, including, without limitation, any defense, counterclaim or setoff based on any law, rule or policy which is now or hereafter promulgated by any governmental authority or regulatory body and which may adversely affect the Central Bank's obligation to make, or the right of any Bank to receive, such payments.

(g) Application of Funds.

(i) As used in this subsection and in Sections 5.02 and 5.03, the term "Principal", "Interest" or "Amounts" preceded by "Central Bank" means, respectively, principal, interest and amounts (including, but not limited to, principal and interest) payable by the Central Bank and the Guarantor under this Agreement otherwise than under clause (ii) of Section 9.01(a); and "Regularly Received" means received (x) by the Agent from or on behalf of the Central Bank or the Guarantor as contemplated by this Agreement or (y) by a Bank from or on behalf of the Central Bank or the Guarantor through the Agent, as contemplated by this Agreement, and variations of such terms shall have corresponding meanings.

(ii) Funds which are Regularly Received by a Bank prior to a Declaration of Acceleration in payment of Central Bank Amounts then due and payable to such Bank shall, as among the Central Bank, the Guarantor, the other Banks and the Agent but for purposes only of the administration of this Agreement, be applied by such Bank in the following order:

first, to pay all amounts of Central Bank Interest then due and payable to such Bank ratably according to such amounts,

second, after such Central Bank Interest is paid in full, to pay all amounts of Central Bank Principal then due and payable to such Bank ratably according to such amounts, and

third, after such Central Bank Principal is paid in full, to pay all other Central Bank Amounts then due and payable to such Bank ratably according to such amounts.

(iii) Funds which are Regularly Received by a Bank after a Declaration of Acceleration in payment of Central Bank Amounts then due and payable to such Bank shall, as among the Central Bank, the Guarantor, the other Banks and the Agent but for purposes only of the administration of this Agreement, be applied by such Bank in the following order:

first, to pay all Central Bank Amounts (other than those referred to in the following clauses) then due and payable to such Bank ratably according to such amounts,

second, after such Central Bank Amounts are paid in full, to pay all amounts of Central Bank Interest then due and payable to such Bank ratably according to such amounts, and

third, after such Central Bank Interest is paid in full, to pay all amounts of Central Bank Principal then due and payable to such Bank ratably according to such amounts.

(iv) If at any time a Bank Regularly Receives insufficient funds to pay in full all Central Bank Amounts then due and payable to such Bank, such funds (other than U.S. Dollars) and such Central Bank Amounts (other than those due and payable in U.S. Dollars) shall, for purposes of determining ratatability and the application of such funds as required by clause (ii) or (iii) of this subsection, be translated into U.S. Dollars in accordance with Section 1.02 on the date such funds are Regularly Received by such Bank.

(v) The obligation of the Central Bank or the Guarantor in respect of any Central Bank Amount which is due and payable to a Bank which has Regularly Received, in payment of such Central Bank Amount, funds in a currency (a "Different Currency") other than the currency (the "Applicable Currency") in which such Central Bank Amount was payable shall be discharged to the extent only of the amount of the Applicable Currency which such Bank may, on the Business Day following Regular Receipt by such Bank of such funds in such Different Currency, in a customary spot transaction, or, if no spot market for such currency shall exist, in accordance with normal banking procedures, purchase with such funds in the Different Currency. Each Bank will notify the Central Bank (with a copy to the Agent) of the extent to which each such obligation of the Central Bank or the Guarantor is discharged pursuant to this clause and the date of such discharge, and the Central Bank shall make the appropriate debits in the appropriate amounts to each relevant Deposit Account of such Bank.

SECTION 5.02. Insufficient Funds. (a) Insufficient Funds for Current Payments. If at any time the Agent Regularly Receives insufficient funds in a Deposit Currency to pay in full the Central Bank Principal and Interest which are due and payable in such Deposit Currency on any Business Day on which there remains unpaid no Central Bank Principal or Interest which had become due and payable prior to such Business Day, the Agent shall (subject to Section 5.02(c)) distribute such funds in such Deposit Currency ratably to each Bank in proportion to the relation borne

by (x) the aggregate amount, if any, of Central Bank Principal and Interest which are due and payable to such Bank in such Deposit Currency on such Business Day

to (y) the aggregate amount of Central Bank Principal and Interest which are due and payable to all Banks in such Deposit Currency on such Business Day.

(b) Insufficient Funds for Overdue and Current Payments. If at any time the Agent Regularly Receives insufficient funds to pay the Central Bank Principal and Interest which are due and payable on any Business Day on which there remains unpaid any Central Bank Principal or Interest which had become due and payable prior to such Business Day, the Agent shall (subject to Section 5.02(c)), after conversion of such funds into U.S. Dollars as contemplated by subsection (e) below, distribute such funds

first, ratably to each Bank in proportion to the relation borne

by (x) the aggregate amount, if any, of Central Bank Principal and Interest which had become due and payable to such Bank prior to such Business Day and remains unpaid on such Business Day

to (y) the aggregate amount of Central Bank Principal and Interest which had become due and payable to all Banks prior to such Business Day and remains unpaid on such Business Day, and

second, ratably to each Bank in proportion to the relation borne

by (x) the aggregate amount, if any, of Central Bank Principal and Interest which became due and payable to such Bank on such Business Day

to (y) the aggregate amount of Central Bank Principal and Interest which became due and payable to all Banks on such Business Day.

(c) After a Declaration of Acceleration. All funds held by the Agent after a Declaration of Acceleration, whether received by the Agent before or after such Declaration of Acceleration (including, without limitation, funds received pursuant to Sections 5.01 and 5.03), shall, after conversion of such funds into U.S. Dollars as contemplated by subsection (e) below, be distributed by the Agent to each Bank ratably in proportion to the relation borne

by (x) the aggregate amount of Central Bank Amounts due and payable to such Bank on the date such distribution is made

to (y) the aggregate amount of Central Bank Amounts which are due and payable to all Banks on such date.

(d) Translation of Currencies. Central Bank Amounts which are due and payable in a currency other than U.S. Dollars shall, for purposes of determining ratABILITY as required by subsection (b) or (c) above, be translated into U.S. Dollars in accordance with Section 1.02 on the date the relevant funds are distributed.

(e) Conversion of Currencies. The Agent shall promptly convert into U.S. Dollars all funds (other than U.S. Dollars) received by it which are referred to in subsection (b) or (c) above, and for this purpose the Agent is authorized to enter into currency exchange transactions in such amounts and currencies, on such date or dates and on such terms (including, without limitation, exchange rates, commissions and fees) as the Agent in its sole discretion deems reasonable, and the Agent, upon request of the Central Bank, shall deliver to the Central Bank a summary of such currency exchange transactions.

SECTION 5.03. Sharing of Certain Payments.

(a) Certain Terms Defined. As used in this Section 5.03:

(i) "Reporting Period" means (x) the period beginning on the Initial Credit Date and ending on the tenth day of the calendar month after the calendar month in which the Initial Credit Date occurs and (y) each subsequent period beginning on the day following the last day of a Reporting Period and ending on the tenth day of the calendar month after the calendar month in which such following day occurs;

(ii) "Relevant Reporting Period" means a Reporting Period as to which a Bank has given notice to the Agent pursuant to Section 5.03(b) that it has obtained funds otherwise than by Regular Receipt in respect of any Central Bank Amount;

(iii) "Transfer Date" for a Reporting Period means the third Business Day occurring before the last Business Day of the calendar month after the calendar month in which the last day of such Reporting Period occurs;

(iv) "Sharing Conversion Date" for a Reporting Period means the Business Day occurring before the last Business Day of the calendar month after the calendar month in which the last day of such Reporting Period occurs;

(v) "Distribution Date" for a Reporting Period means the last Business Day of the calendar month after the calendar month in which the last day of such Reporting Period occurs; and

(vi) "Reporting Bank" means any Bank required to give notice to the Agent pursuant to Section 5.03(b) that

it has obtained funds otherwise than by Regular Receipt during such Reporting Period in respect of any Central Bank Amount.

(b) Notices and Transfers to Agent. Any Bank which during any Reporting Period obtains funds in currencies other than Cruzados from the Central Bank or the Guarantor otherwise than by Regular Receipt in respect of any Central Bank Amount (whether such funds are obtained through exercise of a right of banker's lien or counterclaim or litigation or otherwise) shall, prior to the third Business Day occurring after the last day of such Reporting Period, notify the Agent of the amount and currency of such funds and of the date on which they were obtained and shall, on the Transfer Date for such Reporting Period, transfer the amount thereof, in the currency thereof, to the Agent at such place as the Agent may instruct such Bank.

(c) Conversions and Calculations. Subject to Section 5.02(c), on the Sharing Conversion Date for a Relevant Reporting Period, the Agent shall:

(i) promptly convert into U.S. Dollars all funds (other than U.S. Dollars) theretofore transferred to it by each Reporting Bank pursuant to Section 5.03(b), and for this purpose the Agent is authorized to enter into currency exchange transactions in such amounts and currencies, on such date or dates and on such terms (including, without limitation, exchange rates, commissions and fees) as the Agent, in its sole discretion, deems reasonable, and the Agent, upon request of the Central Bank, shall deliver to the Central Bank a summary of such currency exchange transactions;

(ii) unless a Declaration of Acceleration shall have occurred, allocate to each Bank the amount of U.S. Dollars theretofore transferred to it by each Reporting Bank resulting from all conversions made pursuant to clause (i) above, ratably in proportion to the relation borne

by (x) the aggregate amount, if any, of Central Bank Principal and Interest which are due and payable to such Bank on such Sharing Conversion Date

to (y) the aggregate amount of Central Bank Principal and Interest which are due and payable to all Banks on such Sharing Conversion Date; and

(iii) notify each Bank of the amount of U.S. Dollars, if any, allocated to it pursuant to clause (ii) above.

(d) Distributions. On the Distribution Date for each Relevant Reporting Period, the Agent will distribute U.S. Dollars to each Bank in the amount, if any, allocated to it pursuant to clause (ii) of Section 5.03(c).

(e) Translation of Currencies. Central Bank Amounts which are due and payable in a currency other than U.S. Dollars shall, for purposes of determining ratability as required by clause (ii) of Section 5.03(c), be translated into U.S. Dollars in accordance with Section 1.02 on the relevant Sharing Conversion Date.

(f) Discharge of Indebtedness. The Central Bank, the Guarantor, the Banks and the Agent agree, for purposes of the administration of this Agreement and, subject to the following proviso, for all other purposes,

(i) that the U.S. Dollars transferred to the Agent by a Reporting Bank or resulting from conversions made pursuant to clause (i) of Section 5.03(c) and distributed to a Bank by the Agent pursuant to Section 5.02(c) or 5.03(d) shall discharge the Central Bank's and the Guarantor's obligations to such Bank under this Agreement, subject to Section 5.01(g)(v), as though such U.S. Dollars had been paid by the Central Bank to the Agent and had subsequently been distributed by the Agent to such Bank in accordance herewith; and

(ii) that no obligation of the Central Bank or the Guarantor under this Agreement to a Reporting Bank shall be deemed to be discharged by any funds obtained by such Reporting Bank otherwise than by Regular Receipt;

provided, however, that if a Reporting Bank's right under applicable law to obtain and retain funds in respect of any Central Bank Amount is dependent upon the obligation of the Central Bank or the Guarantor under this Agreement in respect of such Central Bank Amount being discharged to the extent of such funds, such obligation shall be deemed to be discharged to such extent for all purposes other than for purposes of the administration of this Agreement.

(g) Recovery of Funds from Reporting Banks.

(i) In the event that all or a portion of any funds transferred to the Agent by a Reporting Bank in accordance with Section 5.03(b) is subsequently recovered

from such Bank by the Central Bank or the Guarantor, such Bank shall advise the Agent of the amount so recovered and of the currency thereof. Within fifteen days of receiving such advice, the Agent shall give notice of such recovery to each Bank to which an amount in respect of such transferred funds was distributed in accordance with Section 5.02(c) or 5.03(d). Such notice shall instruct each such Bank to return to the Agent, at such place as the Agent may direct, the sum of

(x) an amount equal to, and in the currency of, the amount of the obligations of the Central Bank and the Guarantor to such Bank which were deemed discharged pursuant to clause (i) of Section 5.03(f) as a result of the distribution of such transferred funds or a portion thereof to such Bank in accordance with Section 5.02(c) or 5.03(d), plus

(y) an amount equal to, and in the currency of, any interest payable by such Reporting Bank on the amount so recovered from it multiplied by a fraction the numerator of which is the amount in U.S. Dollars of such transferred funds distributed to such Bank by the Agent and the denominator of which is the aggregate amount in U.S. Dollars of such transferred funds distributed to all Banks.

Each such Bank shall, not later than the fifth Business Day after the date of such notice, return the amount so specified with respect to it to the Agent, which shall convert each such amount received by it (other than an amount in U.S. Dollars) into U.S. Dollars and shall return each such amount to the Reporting Bank in respect of which such notice was delivered. For the purpose of making such conversions the Agent is authorized to enter into currency exchange transactions in such amounts and currencies, on such date or dates and on such terms (including exchange rates, commissions and fees) as the Agent, in its sole discretion, deems reasonable; provided that such currency exchange transactions shall be effected promptly upon receipt of such amount.

(ii) The Central Bank and the Guarantor agree that if the aggregate amount returned to a Reporting Bank pursuant to clause (i) above is less than the amount of funds recovered from such Reporting Bank and in respect of which such return was made, the Central Bank and the Guarantor shall indemnify and hold harmless such Reporting Bank for such deficiency. For purposes of

calculating the amount of any such deficiency, the amount of funds so recovered from the Reporting Bank shall (if not in U.S. Dollars) be translated into U.S. Dollars in accordance with Section 1.02 on the date of the recovery thereof.

(iii) Upon the return by any Bank to the Agent of any funds for return to a Reporting Bank pursuant to clause (i) above, the Central Bank shall make the appropriate credits in the appropriate amounts to each relevant Deposit Account of such Bank as of the date of such return and the Value Date of such amounts so credited shall be such date and, if such funds are returned after the Reconciliation Date, the Principal Payment Schedule shall be adjusted to reflect an increase in the amount of principal so returned.

(h) Interest on Funds Received Otherwise than by Regular Receipt. Any Bank which defaults pursuant to subsection (b) above in its obligation to make a transfer of funds obtained otherwise than by Regular Receipt shall pay interest to the Agent for the account of each Bank from the relevant Transfer Date. Such interest shall accrue from the Transfer Date on the amount of such funds owed to each Bank, and shall be payable on demand, calculated at a rate per annum equal to the highest interest rate applicable from time to time to Deposit Accounts denominated in the currency in which such funds were received by such defaulting Reporting Bank (or, if the currency of such funds is not a Deposit Currency, at the highest Interest Rate from time to time applicable to U.S. Dollar LIBO Deposit Accounts). The Central Bank shall have no liability hereunder for the failure of any Reporting Bank to pay any such interest; provided, however, that the foregoing shall not affect the obligations of the Central Bank to pay principal and interest in accordance with Articles III and IV.

SECTION 5.04. Evidence of Debt; Information as to Deposit Accounts. (a) Each Bank shall maintain on its books records with respect to amounts on deposit in each of its Deposit Accounts setting forth the amounts of principal, interest and other sums paid and payable by the Central Bank and the Guarantor from time to time hereunder with respect thereto. In case of any dispute, action or proceeding relating to any Deposit Account, the entries in each such record shall be prima facie evidence of the amount on deposit in such Deposit Account and of such amounts paid and payable.

(b) The Central Bank shall furnish the Agent with information from time to time as to the amount on deposit in each Deposit Account of each Bank. Notwithstanding any other notices delivered to the Agent pursuant to the terms of this Agreement, the Agent shall rely on such information in performing its duties hereunder (including, without limitation, Section 3.06(c)).

SECTION 5.05. Obligations of Central Bank as to Records. No failure by the Central Bank to comply with its obligations under this Agreement with respect to the establishment and maintenance of any Deposit Account of any Bank or effecting any Credit or debit to any Deposit Account of any Bank, nor any delay by the Central Bank in complying with any of such obligations, shall impair the rights of such Bank under this Agreement with respect to amounts on deposit in any Deposit Account or any obligation of the Central Bank with respect to any such amount, including, after the Reconciliation Date, any principal payment due under this Agreement, which would have arisen or been increased hereunder had the Central Bank complied with such obligations at the time specified in this Agreement and, without limiting the effect of the foregoing, any amounts owing with respect to amounts on deposit in any Deposit Account, including without limitation with respect to any principal payment thereof, shall be deemed to have arisen or been increased hereunder on the same date and in the same amount as would have arisen or been increased hereunder had the Central Bank timely complied with such obligations.

SECTION 5.06. Funds Incorrectly Disbursed. If, due to inaccurate instructions from the Central Bank or the Guarantor or any other reason, the Agent disburses funds to any Bank either (x) in excess of the ratable share allocable to such Bank or (y) on an assumption which proves to be inaccurate that sufficient funds for such payment have been provided to the Agent by the Central Bank or the Guarantor, then, upon receipt of notice of such incorrect disbursement, the recipient Bank shall promptly remit a like amount, in the same currency and in funds similar to those incorrectly disbursed, to the Agent (for the account of the Bank or Banks (if any) entitled to such funds), together with interest thereon for each day during which such recipient Bank had such amount available for its use, calculated,

(i) for amounts in any Deposit Currency in which a LIBO Deposit Account may be made, at the rate per annum at which call deposits, in an amount substantially equal to such amount, in such Deposit Currency, are offered by

the LIBO Reference Bank for such Deposit Currency (or, in the case of more than one LIBO Reference Bank for any Deposit Currency, the average (rounded upward, if necessary, to the nearest whole multiple of 1/16 of 1% per annum) of such rates for all such LIBO Reference Banks) to prime banks in the London interbank market for such day, or

(ii) for amounts in any other Deposit Currency, the rate per annum at which call deposits, in an amount substantially equal to such amount, in such Deposit Currency are offered by the principal London office of Citibank to prime banks in the London interbank market for such day, or

(iii) if no such call deposits are so offered in such Deposit Currency, interest on amounts in such Deposit Currency shall be calculated at a rate per annum equal to the Domestic Rate for such Deposit Currency in effect for such day.

As used herein, the phrase "for each day during which such recipient Bank had such amount available for its use" shall mean each day during which such recipient Bank, in accordance with its ordinary practice, would have been able to place with a prime bank in the London interbank market or, as the case may be, in the relevant domestic market such amount as a deposit in the currency in which such amount is denominated.

SECTION 5.07. Changes in Circumstances. (a) If at any time after the date of this Agreement either

(i) the introduction of or any change in applicable law, rule or regulation or in the interpretation or administration thereof by any central bank or other governmental authority, or

(ii) the compliance, in accordance with normal banking practice, by any Bank (or its Lending Office) with any guideline, request or directive by (x) any such central bank or other governmental authority (whether or not having the force of law) or (y), insofar as deposit insurance requirements or arrangements are concerned, by any self-regulatory banking association or organization of which the related Bank (or its Lending Office) and substantially all other bank or credit institutions of the same type located in the same country (or the same political subdivision of a country) as such Bank (or such

Lending Office) are members (whether or not having the force of law, but only if compliance therewith is in accordance with normal banking practice),

shall

(1) subject any Bank (or its Lending Office), to any tax, duty or other charge with respect to this Agreement, the Guaranty or its Deposit Accounts, or

(2) change the basis of taxation of payments to any Bank (or its Lending Office) of the principal of or interest on its Deposit Accounts or in respect of any other amounts due under this Agreement or the Guaranty (except for (A) changes in the rate of tax on the overall net income of a Bank (or its Lending Office) or (B) Other Taxes, in each case imposed by the jurisdiction in which such Bank's principal executive offices or Lending Office is located, or by any central bank or other governmental authority in any such jurisdiction), or

(3) impose, modify or deem applicable any reserve, special deposit or similar requirements against assets of, deposits with or for the account of, or credit extended by, any Bank (or its Lending Office) which is obligated to maintain any Deposit Account (other than any increase that is specifically taken into account in the computation of an Interest Rate for such Deposit Account), or

(4) impose on such Bank (or its Lending Office) or the London interbank market any other conditions affecting this Agreement, the Guaranty or any of the Deposit Accounts,

and the result of any of the foregoing is

(A) to increase the cost to any Bank (or its Lending Office) of maintaining or funding any of its Deposit Accounts, or

(B) to reduce the amount of any sum receivable by a Bank (or its Lending Office) hereunder or under the guaranty,

then the Central Bank shall, from time to time, within ten Business Days of a demand by such Bank (with a copy of such demand to the Agent), pay for the account of such Bank such

additional amount or amounts as will compensate such Bank for such increased cost or reduction. Each such demand shall be accompanied by a certificate as to the amount of such increased cost or reduction (and specifying in reasonable detail the reason therefor and the calculation thereof) submitted to the Central Bank and to the Agent by such Bank, which certificate shall be prima facie evidence thereof. Each Bank agrees that it will use its best efforts promptly to notify the Central Bank and the Guarantor of any event which will entitle such Bank to such additional amount or amounts pursuant to the second preceding sentence.

(b) Each Bank agrees that, upon the occurrence of any event giving rise to the operation of Section 5.07(a) with respect to such Bank, such Bank will,

(i) if requested by the Central Bank, to the extent permitted by law or by the relevant governmental authority, in consultation with the Agent, for a period of thirty days, shall seek to avoid the consequence of the event giving rise to the operation of Section 5.07(a) by using reasonable commercial efforts to transfer its Deposit Accounts to another office of such Bank or an Affiliate of such Bank, or to another financial institution which agrees to assume such Bank's Deposit Accounts on the terms and conditions of this Agreement, provided that such transfer can be made for such consideration and on such other terms so that such Bank or its Affiliate suffers no economic, legal, regulatory or other disadvantage; or

(ii) if the Central Bank shall find a reputable non-Brazilian financial institution which unconditionally offers in writing to purchase such Deposit Accounts of any such Bank without recourse at par (in the Deposit Currency of such Deposit Accounts in freely transferable funds and in same day funds or such other funds as may at the time of payment be customary in the place of payment for the settlement of international payments in such Deposit Currency) on a specified date occurring prior to the end of such Interest Period for such Deposit Accounts, together with accrued interest thereon to the date of purchase, accept such purchase offer; provided, that if a Bank accepts such an offer and such non-Brazilian financial institution fails to purchase such Deposit Accounts on such specified date in accordance with the terms of such offer, the Central Bank shall be obligated to make payments as provided in Section 5.07(a), and provided, further that, if any Bank

accepts such purchase offer and the purchase of any Deposit Accounts of such Bank is closed other than on an Interest Payment Date for such Deposit Accounts, the indemnities of Section 12.05(b) shall apply to such selling Bank as if the sale of such Deposit Accounts were payment of such Deposit Accounts.

Any expenses incurred by such Bank in so doing shall be paid by the Central Bank upon delivery to the Central Bank of a certificate in reasonable detail as to the amount of such expenses (and specifying in reasonable detail the reason therefor and the calculation thereof), which certificate shall be prima facie evidence thereof. Nothing in this Section 5.07(b) shall affect or postpone the obligations of the Central Bank to make payments as provided in Section 5.07(a).

SECTION 5.08. Taxes. (a) Payments Free and Clear. Any and all payments by the Central Bank or the Guarantor hereunder shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, assessed, imposed, levied or made by or in Brazil, any jurisdiction from which any or all such payments are made (all such jurisdictions being hereinafter referred to as "Other Applicable Jurisdictions") or any political subdivision or taxing authority thereof or therein excluding in each case any income or franchise taxes imposed on a Bank or the Agent by the jurisdiction or political subdivision in which such Bank or the Agent is organized or has its lending office or principal place of business (all such taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If the Central Bank or the Guarantor shall be required by law to deduct or withhold any Taxes from or in respect of any sum payable hereunder,

(x) the sum payable shall be increased as may be necessary so that after making all required deductions and withholdings (including deductions and withholdings applicable to additional sums payable under this Section) the Person entitled thereto receives an amount equal to the sum it would have received had no such deductions or withholdings been made,

(y) the Central Bank or the Guarantor (as the case may be) shall make such deductions or withholdings, and

(z) the Central Bank or the Guarantor (as the case may be) shall, within the term prescribed therefor in accordance with applicable law, pay the full amount deducted or withheld on behalf of the relevant Bank or Banks to the relevant taxing authority or other authority in accordance with applicable law.

(b) Stamp Taxes, Etc. In addition, the Central Bank and the Guarantor agree to pay any present or future stamp, court or documentary taxes or any other excise or property taxes, charges or similar levies imposed by Brazil or any Other Applicable Jurisdiction or any political subdivision or taxing authority thereof or therein which arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement (hereinafter referred to as "Other Taxes").

(c) Tax Receipts. Within thirty days after the date on which any payment of Taxes in respect of any payment made for the account of any Bank is required to be transferred to the Brazilian Treasury, the Central Bank will furnish to the Agent, at its address referred to in Section 12.02, a certified copy of a receipt evidencing the amount (which amount shall be calculated based on the exchange rate prevailing on the date on which such Taxes were withheld) and payment thereof. The Agent will send to such Bank a copy of each receipt received by the Agent which relates to Taxes in respect of payments made for the account of such Bank.

(d) Indemnity. The Central Bank will indemnify each Bank and the Agent for all losses resulting from the non-payment by the Central Bank or the Guarantor of Taxes and Other Taxes (including, without limitation, any Taxes or Other Taxes imposed or levied by any jurisdiction on amounts payable under this Section) or for the full amount of such Taxes or Other Taxes paid by such Bank or the Agent (as the case may be) or for any liability (including penalties, interest and expenses) arising therefrom, or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within thirty days from the date such Bank or the Agent (as the case may be) makes written demand therefor (in the case of a Bank, with a copy to the Agent).

SECTION 5.09. Inability to Fund; Illegality.

(a) Funding. In the event that:

(i) any Bank which has a LIBO Deposit Account in a particular currency shall certify to the Central Bank and to the Agent (which certificate shall be conclusive

absent manifest error) that by reason of circumstances affecting the London interbank market generally and unrelated to its individual credit standing it is unable after diligent solicitation to obtain funds in such currency in such market for an Interest Period and that by reason thereof such Bank will be unable to fund or maintain such Deposit Account for such Interest Period with funds obtained in such market; or

(ii) any Bank shall certify that the introduction of or any change in or in the interpretation or administration of any law, rule, regulation or directive, or that compliance, in accordance with normal banking practice, with any guideline, request or directive by any central bank or other governmental authority (whether or not having the force of law), by such Bank has made or will make it unlawful or impracticable for such Bank to maintain or fund any Deposit Account for an Interest Period in the currency in which it is denominated,

such Bank may elect, by notice to the Agent and the Central Bank, that (x) such Deposit Account be redenominated in such Bank's Home Currency (the Interest Rate applicable to such redenominated Deposit Account shall be an Interest Rate permitted herein, which such Bank may select, and the principal amount of a Deposit Account redenominated in a new Deposit Currency shall be determined pursuant to Section 1.02 (for the purpose of such calculation the Original Currency is the currency in which the Deposit Account is denominated before the redenomination and the New Currency is the currency in which the Deposit Account is to be redenominated)) or (y) if such Deposit Account is a LIBO Deposit Account, that interest thereon be calculated on another basis permitted hereby for Deposit Accounts denominated in the Deposit Currency in which such Deposit Account is redenominated. From the date of such election, in a case described in clause (i) above, or from the date when the event described in clause (ii) above becomes effective, the relevant Deposit Account of such Bank shall

(A) in the case of Deposit Accounts that are to be redenominated in such Bank's Home Currency, be denominated in the Deposit Currency selected by such Bank and shall bear interest at the Interest Rate selected by such Bank from the Interest Rates permitted herein for such Deposit Currency, or

(B) in the case of LIBO Deposit Accounts on which interest is to be calculated on another basis permitted

hereby, bear interest at the Interest Rate selected by such Bank from the Interest Rates permitted herein for such Deposit Currency.

(b) Agreement of Banks. Notwithstanding anything in Section 5.09(a) to the contrary, if the Central Bank shall so request of any Bank within fifteen days of the receipt by the Central Bank of a notice made pursuant to Section 5.09(a) in respect of any Deposit Account for which such election has been made, such Bank shall:

(i) to the extent permitted by law or by the relevant governmental authority, in consultation with the Agent, for a period of thirty days shall seek to avoid the consequence of the event giving rise to the operation of Section 5.09(a) by using reasonable commercial efforts to transfer any such Deposit Account to another office of such Bank or an Affiliate of such Bank, or to another financial institution which agrees to assume such Deposit Account on the terms and conditions of this Agreement, provided that such transfer can be made for such consideration and on such other terms so that such Bank or its Affiliate suffers no economic, legal, regulatory or other disadvantage; or

(ii) if the Central Bank shall find a reputable non-Brazilian financial institution which unconditionally offers in writing to purchase any such Deposit Account of any such Bank without recourse at par (in the Deposit Currency of such Deposit Account in freely transferable funds and in same day funds or such other funds as may at the time of payment be customary in the place of payment for the settlement of international payments in such Deposit Currency) on a specified date occurring prior to the end of such Interest Period for such Deposit Account, together with accrued interest thereon to the date of purchase, accept such purchase offer, provided, that if any Bank accepts such purchase offer and the purchase of any Deposit Account of such Bank is closed other than on an Interest Payment Date for such Deposit Account, the indemnities of Section 12.05(b) shall apply to such selling Bank as if the sale of such Deposit Account were payment of such Deposit Account, and provided, further, that if a Bank accepts such an offer and such non-Brazilian financial institution fails to purchase such Deposit Account on such specified date in accordance with the terms of such offer, the Central Bank shall be obligated to permit the election for such Deposit Account pursuant to Section 5.09(a). Any expenses incurred by

such Bank in complying with clause (i) or (ii) above shall be paid by the Central Bank upon delivery by such Bank to the Central Bank (with a copy to the Agent) of a certificate as to the amount of such expense (and specifying in reasonable detail the reason therefor and the calculation thereof), which certificate shall be prima facie evidence thereof.

ARTICLE V, PART B

RELENDING, CONVERSIONS
AND EXCHANGES

SECTION 5.10. Relending. (a) Extensions of Credit. At any time during the term of this Agreement, the Central Bank shall, subject to the limitations set forth in Annex G and to this Section 5.10 and on not less than five Business Days' notice by a Bank to the Central Bank, make available to such Bank at the Central Bank all or a portion of the amounts on deposit in any Deposit Account (excluding amounts on deposit in any Guaranteed Affected Debt Subaccount, MYDFA Downpayment Subaccount or Exchangeable Debt Subaccount) of a Bank in order to permit such Bank to make an extension of credit to a private or public sector Brazilian borrower as contemplated in this Section 5.10 and in Annex G.

Such notice shall specify the proposed extension of credit as one to a private or public sector Brazilian borrower, the aggregate amount from a Deposit Account or Accounts to be made available to such borrower (the "Relending Disbursement"), the Deposit Account or Accounts (and the amount from each) from which a Relending Disbursement is to be made and the date of such Relending Disbursement (the "Relending Disbursement Date").

(b) Relending Disbursements. (i) Currency of Relending Disbursements.

(A) Each Relending Disbursement shall be made by the Central Bank in the same Deposit Currency as the Deposit Account or Accounts from which such Relending Disbursement is to be made, except as provided in clause (B); provided, that each Relending Disbursement may be made in only one Deposit Currency.

(B) If a Bank so specifies in its request, the Central Bank shall make all or part of such Relending Disbursement from Eligible Funds in a Deposit Account of such Bank in a Deposit Currency other than the Deposit Currency of such Deposit Account, which shall be either U.S. Dollars or such Bank's Home Currency, provided, that such Relending Disbursement is made prior to the last Interest Payment Date preceding the Reconciliation Date.

(C) In the event of any request referred to in clause (B), the Central Bank will make all or that portion of the Relending Disbursement which is to be made available in an amount of the requested Deposit Currency (being the "New Currency" for purposes of Section 1.02) equal to the equivalent in such New Currency of the amount of the Deposit Currency in which the related Deposit Account is denominated (being the "Original Currency" for purposes of Section 1.02), such equivalency to be determined with respect to the Relending Disbursement Date, and the Deposit Account of such Bank denominated in such requested Deposit Currency (which, if not in existence at the time, shall, in accordance with Section 2.01(a), be opened) shall for all purposes of this Agreement, except for the payment of interest accrued on the aggregate principal amount of such Relending Disbursement prior to such Relending Disbursement Date, be considered to have been the Deposit Account from which such Relending Disbursement was made.

(D) No Relending Disbursement shall be made by the Central Bank if a Declaration of Acceleration has been made prior to the date such Relending Disbursement would otherwise have been made.

(ii) Amount of Relending Disbursements. The amount of any Relending Disbursement shall in any case not exceed the amounts (or the equivalent thereof) on deposit in any relevant Deposit Account or Accounts available for such purpose on the Relending Disbursement Date.

(iii) Fixed Rates. Amounts on deposit in Fixed Rate or Existing Fixed Rate Deposit Accounts and amounts on deposit in Deposit Accounts created pursuant to Section 2.03(b)(ii)(A) shall not be made available for extensions of credit pursuant to this Section 5.10.

(c) Adjustments to Reflect Relending Disbursements, Section 5.10 Notices.

(i) Debits. Upon the making of a Relending Disbursement at the request of a Bank, the unpaid principal amount on deposit in each relevant Deposit Account of such Bank shall be reduced by debiting such Deposit Account in the amount of the Relending Disbursement made therefrom, and

(x) the principal amount of such Deposit Account so debited shall cease to be outstanding or on deposit in a "Deposit Account" for all purposes of this Agreement, subject to the redeposit of any amount of any such Relending Disbursement in a Deposit Account and the corresponding reinstatement of the Central Bank's obligations with respect to any amount so redeposited, as more fully set forth in clause (f) below, and

(y) the Central Bank and such Bank shall deliver to the Agent a Section 5.10 Notice reducing the principal amount of each relevant Deposit Account by the amount which is no longer on deposit in such Deposit Account as provided in this clause (c)(i). Each Section 5.10 Notice shall be effective upon receipt by the Agent.

(ii) Relending Records. Upon any Relending Disbursement, the Central Bank shall make the required adjustments to the appropriate Relending Records of the relevant Bank.

(d) Payment of Interest. Interest on the principal amount of a Relending Disbursement made from a Deposit Account accrued to the date on which such Relending Disbursement occurs shall be payable at the Interest Rate applicable to such Deposit Account on the next succeeding Interest Payment Date therefor.

(e) Relending Terms. Each Bank agrees that the terms and conditions of each extension of credit made with a Relending Disbursement will comply with the requirements of this Section 5.10 and of Annex G.

(f) Redeposit of Repayments of Extensions of Credit.

(i) Redeposit Obligation. Each Bank agrees that it shall promptly redeposit with the Central Bank the principal amount of each repayment made prior to the Relending Redeposit Termination Date to or for the account of such Bank with respect to an extension of credit made with a Relending Disbursement to the Deposit Account of such Bank denominated in the Deposit Currency in which the related Relending Disbursement was made. The Central Bank shall, as of the date of any such repayment, make a Credit to such Deposit Account in the amount of such repayment. Immediately upon the redeposit

of any such amount, the Central Bank will become liable hereunder for such amount, as so increased (including, without limitation, the obligation to pay the principal of, and interest on, the amount so redeposited in such Deposit Account); provided, that the Value Date of any such redeposited amount shall be the date on which such repayment was made. Upon any such Credit, the Central Bank shall make the required adjustments to the appropriate Relending Records of such Bank.

(ii) Redeposit Confirmation. Immediately upon effecting any Credit described in subclause (i) above to a Deposit Account of a Bank, the Central Bank shall deliver a Redeposit Confirmation Notice to such Bank and the Agent.

(iii) Redeposited Amounts. All or any part of each amount redeposited with the Central Bank pursuant to this Section 5.10(f) and credited to a Deposit Account of a Bank will thereafter be eligible for extensions of credit hereunder, subject to the limitations set forth in this Section 5.10 and Annex G.

(g) Termination and Reduction of Redeposit Obligation.

(i) Relending Redeposit Termination Date. No Bank shall have an obligation to redeposit any repayment of any extension of credit pursuant to this Section 5.10 after the Relending Redeposit Termination Date.

(ii) Optional Termination or Reduction. A Bank may reduce or terminate its obligation to redeposit repayments of any extension of credit made from a Relending Disbursement to the extent that such Bank has made other arrangements with respect to all or a portion of such extension of credit such that all or a portion of the amounts made available from such Relending Disbursement

(A) are not available to such Bank for any purpose other than the further extension of credit in accordance with the terms and conditions of this Section 5.10 and Annex G; provided, that the terms of any such arrangement provide for an amortization schedule such that the principal amount outstanding under such arrangement will at all times be at least equal to the principal amount which would have been outstanding under such arrangement if such arrangement had provided for the same amortization

schedule as is provided hereby (or would be if the time of determination occurs prior to the Reconciliation Date) for the Deposit Account or Accounts from which such Relending Disbursement was made, or

(B) are no longer outstanding to any borrower because they have been forgiven in writing by such Bank, converted into a Qualified Investment, exchanged for Qualified Debt or reduced in whole or in part by a similar transaction.

The Central Bank and any Bank which has reduced or terminated its obligation to redeposit repayments of the principal amount of any extension of credit made from a Relending Disbursement shall deliver to the Agent a Reduction Notice specifying the amount by which such Bank's obligation to redeposit has been reduced and the Central Bank shall thereupon (x) make the required adjustments to the appropriate Relending Records of such Bank and (y) if such payment occurs on or after the Reconciliation Date, make the required adjustments to the relevant principal payment schedule pursuant to Section 4.01(b).

(iii) Reduction Relating to Mandatory Prepayment.

(A) If the principal amount on deposit in any Deposit Account on any date on which a prepayment is to be made by the Central Bank pursuant to Section 4.02 is less than the portion of such prepayment to be made with respect to such Deposit Account, such Bank's obligation to redeposit repayments of the principal amount of extensions of credit to such Deposit Account described in clause (f) above received after such date (which would otherwise be required to be redeposited) shall be decreased in the order in which such repayments are received by an aggregate amount equal to the amount of such prepayment which is not so made.

(B) Upon any reduction of an amount to be redeposited by any Bank with respect to a repayment of an extension of credit pursuant to subclause (A) above, the Central Bank and such Bank shall notify the Agent thereof in writing (which notice shall meet the requirements set forth in clause (h)(i), (ii) or (iii) of this Section 5.10), and the Central Bank shall thereupon (x) make the required adjustments to the appropriate Relending Records of such Bank and (y) if such payment occurs on or after

the Reconciliation Date, the amount of each installment of principal with respect to such Deposit Account shall be reduced in accordance with Section 4.01(b).

(h) Special Provision for Notices to the Agent. Each Section 5.10 Notice and each Reduction Notice is a communication to the Agent from both the Central Bank and a Bank. Each such Section 5.10 Notice shall specify the amount of the reduction in the principal amount of the amounts on deposit in each relevant Deposit Account. Each such Reduction Notice shall specify the amount of the reduction in the obligation to redeposit repayments of any extension of credit made from a Relending Disbursement. The form of each such Section 5.10 Notice and Reduction Notice requires that both the Central Bank and such Bank send each such Notice to the Agent. The requirement of joint notice by the Central Bank and the Bank may be satisfied in any one of three ways:

(i) By joint signature and delivery to the Agent by the Central Bank and a Bank of any such Notice;

(ii) By separate transmittal to the Agent (including telex or facsimile transmittal acceptable to the Agent) by each of the Central Bank and a Bank of a substantially identical Notice; or

(iii) By transmittal to the Agent (including telex or such facsimile) by either the Central Bank or a Bank of any such Notice, followed by the Agent's receipt of written confirmation (including telex or such facsimile) by the other party to such Notice of the information set forth in such Notice, which confirmation shall be in form and substance satisfactory to the Agent.

SECTION 5.11. Conversions and Exchanges.

(a) Qualified Investments. Subject to all required Brazilian governmental authorizations, including authorization by the Central Bank required under Resolution 1460 or pursuant to Article 50 of Decree No. 55,762, dated February 17, 1965 and Law No. 4,131, dated September 3, 1962, each as amended from time to time, as applicable, all or a portion of the amounts on deposit in any Deposit Account or Accounts (excluding amounts on deposit in any Guaranteed Affected Debt Subaccount, MYDFA Downpayment Subaccount or Exchangeable Debt Subaccount) of a Bank may be converted in accordance with this Section 5.11 (x) into any investment which may be registered as a foreign investment with the Central Bank in accordance with the terms and conditions

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of its authorizations or (y) for application in connection with any export or other trade transaction provided for by any program authorized by Brazil for such purpose (each a "Qualified Investment").

(b) Qualified Debt. Subject to all required Brazilian governmental authorizations, including Central Bank authorizations and regulations, if any, all or a portion of the amounts on deposit in any Deposit Account or Accounts (excluding any Guaranteed Affected Debt Subaccount, MYDFA Downpayment Subaccount or Exchangeable Debt Subaccount) of a Bank may be exchanged in accordance with this Section 5.11 for indebtedness of any Person that

(i) if such indebtedness is External Indebtedness

(x) has a Weighted Average Life to Maturity not less than the Weighted Average Life to Maturity of the amounts on deposit in Deposit Accounts being exchanged for such External Indebtedness at the time of such exchange; or

(y) is offered in exchange for all or a portion of the amounts on deposit in the Deposit Accounts of all Banks under this Agreement pro rata in accordance with the principal amounts on deposit in the Deposit Accounts (excluding amounts on deposit in any Guaranteed Affected Debt Subaccount, MYDFA Downpayment Subaccount or Exchangeable Debt Subaccount) under this Agreement on the same terms; or

(z) is offered in exchange for all or a portion of the amounts on deposit in the Deposit Accounts of any non-financial institution which is an Original Bank, provided such amounts were credited to each such Deposit Account in respect of Affected Debt or Interim Deposits held by such non-financial institution on the date hereof or in respect of Guaranteed Affected Debt of which such non-financial institution was the "guarantor" on the date hereof (such clause (i)(x), (y) and (z) indebtedness being "Qualified External Indebtedness"); and

(ii) if such indebtedness is denominated in Cruzados, is not by its terms convertible into or exchangeable for any instrument or security other than an instrument or security which is a Qualified Investment or

Qualified External Indebtedness, or may not at the option of the holder be denominated or payable in a currency other than Cruzados ("Qualified Cruzado Indebtedness").

Qualified External Indebtedness and Qualified Cruzado Indebtedness shall together be referred to as "Qualified Debt."

For purposes of the definition of "Qualified External Indebtedness," the following terms shall have the following meanings:

"Weighted Average Life to Maturity" means, with respect to any indebtedness, at the time of determination, the number of years obtained by dividing the then Remaining Debt Years of such indebtedness by the then outstanding principal amount of such indebtedness.

"Remaining Debt Years" means, with respect to any indebtedness at the time of determination, the amount obtained by

(x) multiplying

(i) the amount of each then remaining required principal repayment, including each final maturity, sinking fund payment, installment maturity, serial maturity or other required payment or redemption, by

(ii) the number of years (calculated to the nearest one-quarter) which is (or would be if the indebtedness with respect to which such determination is being made is an amount on deposit in a Deposit Account and the time of determination occurs prior to the Reconciliation Date) scheduled to elapse between the time of determination and the date which is (or would be as the case may be) scheduled for such repayment, maturity, payment or redemption and

(y) adding together all of the products obtained in (x).

(c) Conversions and Exchanges and Payment of Interest.

(i) At any time during the term of this Agreement, the Central Bank and any Bank may agree upon a conversion into a Qualified Investment or an exchange for Qualified

Debt. Upon the closing date of any such conversion or exchange of all or a portion of the amounts on deposit in any Deposit Account or Accounts of such Bank into a Qualified Investment or for Qualified Debt, (x) each amount of each Deposit Account so converted or exchanged shall cease to be outstanding or on deposit in a "Deposit Account" for all purposes of this Agreement, and the Central Bank shall have no further obligations under this Agreement in respect of any such amount ceasing to be on deposit in any Deposit Account and (y) the Central Bank and such Bank shall deliver to the Agent a Section 5.11 Notice reducing the principal amount of each relevant Deposit Account by such amount which is no longer on deposit in such Deposit Account as provided in clause (ii) below by the principal amount converted or exchanged for a Qualified Investment or Qualified Debt (as the case may be). Each Section 5.11 Notice shall be effective upon receipt by the Agent.

(ii) Upon any conversion or exchange of amounts on deposit in a Deposit Account pursuant to this Section 5.11, the unpaid principal amount of each Deposit Account from which such amount was withdrawn for such conversion or exchange shall be reduced by the principal amount so converted or exchanged by reducing the aggregate principal amount outstanding in such Deposit Account from which such amount was withdrawn by such principal amount and, if such conversion or exchange occurs after the Reconciliation Date, the amount of each installment of principal with respect to such Deposit Account shall be reduced in accordance with Section 4.01(b), provided that interest on the principal amount that is converted or exchanged accrued to the date on which such conversion or exchange occurs, whether such date occurs prior to or on or after the Reconciliation Date, shall be payable at the Interest Rate applicable to the Deposit Account from which such amount was converted or exchanged on the next succeeding Interest Payment Date therefor; provided, further, that the amount of such interest payable shall be reduced by the amount of interest that the Section 5.11 Notice delivered in connection with such conversion or exchange specifies is also to be subject to such conversion or exchange.

(d) Special Provision for Notices to the Agent. Each Section 5.11 Notice is a communication to the Agent from both the Central Bank and a Bank. Each such Notice shall specify the amount of the reduction in the principal amount of the amounts on deposit in one or more Deposit Accounts.

The form of each such Section 5.11 Notice requires that both the Central Bank and such Bank send each such Notice to the Agent. The requirement of joint notice by the Central Bank and the Bank may be satisfied in any one of three ways:

(i) By joint signature and delivery to the Agent by the Central Bank and a Bank of any such Notice;

(ii) By separate transmittal to the Agent (including telex or facsimile transmittal acceptable to the Agent) by each of the Central Bank and a Bank of a substantially identical Notice; or

(iii) By transmittal to the Agent (including telex or such facsimile) by either the Central Bank or a Bank of any such Notice, followed by the Agent's receipt of written confirmation (including telex or such facsimile) by the other party to such Notice of the information set forth in such Notice, which confirmation shall be in form and substance satisfactory to the Agent.

SECTION 5.12. Exchange for Brazil Investment Bonds.

(a) Pursuant to the applicable terms and conditions of the Brazil Investment Bond Exchange Agreement, each Bank which has executed such Brazil Investment Bond Exchange Agreement (an "Exchanging Bank") may exchange on the Closing Date (as defined in the Brazil Investment Bond Exchange Agreement) Exchangeable Debt for an equal aggregate principal amount (or the equivalent thereof) of Brazil Investment Bonds (each such exchange being a "Brazil Investment Bond Exchange").

(b) Promptly upon delivery thereof, each Exchanging Bank shall deliver to the Central Bank and the Guarantor (as guarantor) a copy of the Exchangeable Debt Schedule submitted by it to the Issuer pursuant to the Brazil Investment Bond Exchange Agreement. Each Exchanging Bank shall also provide the Central Bank with information with respect to the Exchangeable Debt identified on such Schedule as to currency elections pursuant to Section 2.03, including each Deposit Currency in which the amount of such Debt is to be credited to such Bank's Deposit Accounts and the Interest Rate selected by such Bank for each such Deposit Currency. A Credit shall be made pursuant to Section 2.06 to an Exchangeable Debt Subaccount of the relevant Bank in the amount of each Credit made to any Deposit Account of a Bank with respect to an item of Exchangeable Debt.

(c) Upon the issuance and delivery of the Brazil Investment Bonds, the unpaid principal amount of each Deposit Account which was exchanged for Brazil Investment Bonds shall

be deemed to have been paid, and the Central Bank shall thereupon debit such Deposit Account in an amount equal to the amount of such Deposit Account which was so exchanged; provided that interest on the principal amount of such Deposit Account that is exchanged, accrued to the date on which such exchange occurs, shall be payable at the Interest Rate applicable to the Deposit Account from which such amount was exchanged as follows: (x) if such date occurs on an Interest Payment Date for Deposit Accounts bearing interest at the Interest Rate that was applicable to such Deposit Account immediately prior to such exchange, on such Interest Payment Date and (y) if such date does not occur on an Interest Payment Date for such Deposit Account, on the next succeeding Interest Payment Date therefor.

(d) Each Bank which is an Exchanging Bank shall not be entitled, and waives its right, to any payment of any amount to compensate such Bank for any damages, losses, costs or expenses incurred as a result of the breaking or re-fixing of any interest period under any Original Governing Instrument with respect to any Exchangeable Debt; provided any such damages, losses, costs or expenses result from the exchange of such Debt for Brazil Investment Bonds.

SECTION 5.13. Effect of Certain Transactions.

(a) The parties hereto agree that none of the following events shall give rise to any prepayment obligation under Section 4.02 of this Agreement or be subject to the sharing requirements of Section 5.03 of this Agreement:

(i) the making available of amounts for the purpose of an extension of credit in accordance with Section 5.10 hereof, Section 5.10 of the Parallel Financing Agreement or Section 2.07 of the New Money Trade Deposit Facility or the receipt of any repayment or prepayment of any such extension of credit which is redeposited or readvanced or not required to be redeposited or readvanced in accordance with the terms hereof or such 1988 New Money Facility; or

(ii) the conversion, exchange or cancellation of any amount in accordance with Section 5.11 or Section 5.12 hereof, Section 5.11 or Section 5.12 of the Parallel Financing Agreement, Section 5.11 of the Cofinancing Agreement, Section 5.11 of the New Money Trade Deposit Facility, Section 2.06 of the NMB Subscription Agreement or Section 2.05 of the Brazil Investment Bond Exchange Agreement.

(b) The parties hereto agree that the exchange by any Exchanging Bank of Exchangeable Debt for Brazil Investment Bonds pursuant to the Brazil Investment Bond Exchange Agreement shall not give rise to any prepayment obligation, or be subject to the sharing requirements or otherwise contravene, violate or affect any other provisions, in each case of any Original Governing Instrument with respect to any such Exchangeable Debt.

ARTICLE VI

CONDITIONS TO INITIAL CREDIT DATE

SECTION 6.01. Conditions Precedent to the Initial Credit Date. The Initial Credit Date shall be the day on which

(a) the Agent shall have received five executed originals of each of the documents listed below, each dated in accordance with the respective Exhibit, and the statements and opinions contained in each such document shall be true and complete as of such date:

(i) a letter from the agent under the Parallel Financing Agreement, the Cofinancing Agreement and the New Money Trade Deposit Facility, and the closing agent under the NMB Subscription Agreement, substantially in the form of Exhibit I, as to the occurrence of the New Money Facilities Date;

(ii) a letter from the closing agent under the Brazil Investment Bond Exchange Agreement, substantially in the form of Exhibit V, as to the execution and delivery of the Brazil Investment Bond Exchange Agreement;

(iii) a letter from the coordinator under the 1988 Interbank Commitment Letter, substantially in the form of Exhibit VI, as to the execution and delivery of the 1988 Interbank Commitment Letter by Interbank Lending Banks having aggregate commitments thereunder of U.S. \$4.4 billion or more;

(iv) a letter from the coordinator under the 1988 Trade Commitment Letter, substantially in the form of Exhibit VII, as to the execution and delivery of the 1988 Trade Commitment Letter by Trade Lending Banks having aggregate commitments thereunder of U.S.\$9.7 billion or more;

(v) a certificate of an authorized official of the Central Bank, substantially in the form of Exhibit VIII, accompanied by certified copies and certified English translations of all documents evidencing all legislative, administrative and other governmental authorizations and approvals required to be obtained by the Central Bank in connection with the execution, delivery and performance of this Agreement;

(vi) a certificate of an authorized official of the Guarantor, substantially in the form of Exhibit IX, accompanied by certified copies and certified English translations of all documents evidencing all legislative, administrative and other governmental authorizations and approvals required to be obtained by the Guarantor in connection with the execution, delivery and performance of this Agreement;

(vii) a certificate of an authorized official of the Central Bank, substantially in the form of Exhibit X, as to the name, authority and true signature of each official of the Central Bank authorized to sign this Agreement and the other documents or certificates to which the Central Bank is a party to be delivered pursuant to this Agreement;

(viii) a certificate of an authorized official of the Guarantor, substantially in the form of Exhibit XI, as to the name, authority and true signature of each official of the Guarantor authorized to sign this Agreement and the other documents or certificates to which the Guarantor is a party to be delivered pursuant to this Agreement;

(ix) a favorable legal opinion of the General Counsel to the Central Bank, substantially in the form of Exhibit XII-A;

(x) a favorable legal opinion of a duly authorized Attorney of the National Treasury of Brazil, counsel to the Guarantor, substantially in the form of Exhibit XIII-A.

(xi) a favorable legal opinion of Arnold & Porter, special United States Advisor to the Central Bank and the Guarantor, substantially in the form of Exhibit XIV-A;

(xii) a favorable legal opinion of Pinheiro Guimaraes - Advogados, special Brazilian counsel to the Banks, substantially in the form of Exhibit XV-A;

(xiii) a favorable legal opinion of Shearman & Sterling, special New York counsel to the Bank Advisory Committee for Brazil and the Agent, substantially in the form of Exhibit XVI-A;

(xiv) letters of each of the process agents in New York and London, substantially in the form of Exhibit XVII; and

(b) the following statements shall be true and the Agent shall have received five executed originals of a certificate of an authorized official of each of the Central Bank and the Guarantor, in substantially the form of Exhibit XVIII, dated in accordance with such Exhibit, certifying that:

(i) no demand by the Majority Banks (as defined in the Interim Agreement) in accordance with Section 2.06 of the Interim Agreement has been made;

(ii) Resolution 1263 and Circular 1132 have been revoked;

(iii) the measures contained in the telex dated February 20, 1987 of the Borrower to the International Financial Community and the instructions contained in the telex dated February 23, 1987, of the Central Bank to the Brazilian banks have each been terminated;

(c) the following statements shall be true and the Agent shall have received five executed originals of a certificate of an authorized official of each of the Central Bank and the Guarantor, in substantially the form of Exhibit XXVII, dated in accordance with such Exhibit, certifying that:

(i) the representations and warranties contained in Sections 7.01 and 7.02 are true and correct on and as of the Initial Credit Date as though made on and as of such date;

(ii) the Central Bank is in compliance with each covenant contained in Section 8.01 and the Guarantor is in compliance with each covenant contained in Section 8.02;

(iii) no Event of Termination or event which, with the giving of notice or the lapse of time, or both, would become an Event of Termination has occurred and is continuing;

(iv) (A) this Agreement has been executed and delivered by (x) all of the parties to each of the 1983 and 1984 Deposit Facility Agreements and (y) 95% of the parties to each of the 1985 and 1986 Deposit Facility Agreements and

(B) this Agreement has been executed and delivered by at least 95% of the lenders parties to the Original Agreements referred to in Annex I; and

(v) to the best of the Central Bank's knowledge, the aggregate principal amount of Nonconsenting Debt does not exceed 5% of the sum of the aggregate principal amount of (A) Affected Debt held by the Banks, (B) Interim Deposits held by the Banks and (C) Nonconsenting Debt.

SECTION 6.02. Nonconforming Documents. Documentation which does not conform to the requirements of Section 6.01 may be accepted only with the consent of more than 50% of the Banks.

SECTION 6.03. Notice by Agent. As soon as practicable after all of the conditions for the Initial Credit Date have been satisfied, the Agent shall notify the Original Banks, the Central Bank and the Guarantor that such conditions have been satisfied and shall specify the day on which the Initial Credit Date occurred. After the delivery by the Agent of any such notice as to the occurrence of an Initial Credit Date, upon the request of any Bank, the Agent shall photocopy the documents received by the Agent in satisfaction of the conditions for the Initial Credit Date and shall transmit to such Bank a set of copies of such documents.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

SECTION 7.01. Representations and Warranties of the Central Bank. The Central Bank hereby represents and warrants as follows:

(a) Existence. The Central Bank is a Brazilian public autonomous institution ("autarquia") duly organized, validly existing and in good standing under the laws of Brazil (including, without limitation, the laws governing public administration).

(b) Power and Authority. The Central Bank has full power, authority and legal right to execute and deliver this Agreement and to perform and observe the provisions of this Agreement on its part to be performed or observed.

(c) Due Authorization, Etc. The execution, delivery and performance by the Central Bank of this Agreement have been duly authorized by all necessary legislative, administrative, governmental and other action, and do not and will not contravene (i) the constitution of Brazil or any treaty, law (including, without limitation, Law No. 4,595 of December 31, 1964, as amended, Decree Law No. 1,312 of February 15, 1974, as amended, and Decree Law No. 4,657 of September 4, 1942, as amended), rule, regulation, order, decree, writ, judgment, award, injunction or similar legal restriction as now in effect, or (ii) any contractual restriction binding on or affecting the Central Bank.

(d) Government Approvals. No authorization or approval (including exchange control approval) or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Central Bank of this Agreement, except for the statement of the Minister Head of the Secretariat of Planning of the Presidency of the Republic pursuant to Article 4 of Decree Law No. 1,312 of February 15, 1974, as amended, which has been duly obtained and is in full force and effect.

(e) Valid Agreement. This Agreement is the legal, valid and binding obligation of the Central Bank enforceable against the Central Bank in accordance with its terms.

(f) Obligations Pari Passu. The obligations of the Central Bank under this Agreement rank at least pari passu in right of payment with all other unsecured External Indebtedness of the Central Bank. There is no Lien upon or with respect to any of the present or future properties (including, without limitation, International Monetary Assets) or revenues of the Central Bank which secures or otherwise provides for payment of External Indebtedness of any Person, except for Liens described in Annex F hereto.

(g) No Legal Proceedings. Except for the suit brought before the Federal court in the City of Rio de Janeiro (Suit No. 5418100) in connection with the 1983 Deposit Facility Agreement, which suit is currently on appeal before the Tribunal Federal de Recursos, there is no pending or, to the best of the Central Bank's knowledge, threatened action or proceeding affecting the Central Bank before any court, governmental agency or arbitrator which may materially adversely affect the financial condition or operations of the Central Bank or the ability of the Central Bank to perform its obligations under this Agreement or which purports to affect the legality, validity or enforceability of this Agreement.

(h) Withholding Tax. There is no tax, levy, impost, deduction, charge or withholding imposed, levied or made by or in Brazil or any political subdivision or taxing authority thereof or therein either (i) on or by virtue of the execution or delivery of this Agreement or any other document to be furnished hereunder or (ii) on any payment to be made by the Central Bank pursuant to this Agreement. The Central Bank is permitted to make all payments pursuant to this Agreement free and clear of all taxes, levies, imposts, deductions, charges or withholdings imposed, levied or made by or in Brazil or any political subdivision or taxing authority thereof or therein, and no such payment in the hands of any Bank or the Agent will be subject to any tax, levy, impost, deduction, charge or withholding imposed, levied or made by or in Brazil or any political subdivision or taxing authority therein or thereof.

(i) No Filing. To ensure the legality, validity, enforceability or admissibility in evidence of this Agreement in Brazil, it is not necessary that this Agreement or any other document be filed or recorded with any court or other authority in Brazil or that any stamp or similar tax be paid on or in respect of this Agreement or any other document to be furnished under this Agreement.

(j) Proper Form. After being translated into Portuguese by a sworn translator, this Agreement will be in proper legal form under the laws of Brazil for the enforcement thereof in Brazil.

(k) Affected Debt. To the best knowledge of the Central Bank, there is no Person that is not listed on the signature pages of this Agreement which holds External Indebtedness that would constitute Affected Debt if such Person were a Bank.

(l) Civil and Commercial Law of Brazil. The Central Bank is subject to the civil and commercial law of Brazil with respect to its obligations under this Agreement. The Central Bank has no right of immunity from any judicial proceedings or from execution of judgment in Brazil or from the enforcement therein of any judgment (except for the limitation on alienation of public property referred to in Article 67 of the Civil Code of Brazil) on the grounds of sovereignty or otherwise in respect of any matter arising out of or relating to its obligations under this Agreement. Brazil is not a party to any agreement with the United States which relates in any way to Brazil's or the Central Bank's immunity from suit, from the jurisdiction of any court, from attachment of its property prior to judgment or in aid of execution of a judgment, from execution of a judgment or from any other legal process.

(m) Choice of Law. In any action or proceeding involving the Central Bank arising out of or relating to this Agreement in any court of Brazil, a Bank would be entitled to the recognition and effectiveness of the provisions of Section 12.11.

(n) Resolution 1263 Deposits. In respect of all outstanding Resolution 1263 Deposits, the Central Bank has opened, on a timely basis, and maintained deposits in the appropriate foreign currency.

(o) No Demand. No demand by the Majority Banks (as defined in the Interim Agreement) in accordance with Section 2.06 of the Interim Agreement has been made.

SECTION 7.02. Representations and Warranties of the Guarantor. The Guarantor hereby represents and warrants as follows:

(a) Power and Authority. The Guarantor has full power, authority and legal right to execute and deliver this Agreement and to perform and observe the provisions of this Agreement on its part to be performed or observed.

(b) Due Authorization, Etc. The execution, delivery and performance by the Guarantor of this Agreement have been duly authorized by all necessary legislative, administrative and other governmental action and do not and will not contravene (i) the constitution of Brazil or any treaty, law (including, without limitation, Decree Law No. 1,312 of February 15, 1974, as amended, and Decree Law No. 4,657 of September 4, 1942, as amended), rule, regulation, order, decree, writ, judgment, award, injunction or similar legal restriction as now in effect, or (ii) any contractual restriction binding on or affecting the Guarantor.

(c) Government Approvals. No authorization or approval (including exchange control approval) or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Guarantor of this Agreement, except for the approval of the Attorney General of the National Treasury of Brazil of the terms and conditions of this Agreement relating to the Guarantor and the approval of the Minister of Finance of Brazil with respect to the guaranty of the Guarantor contained in Article IX, each of which has been duly obtained and is in full force and effect.

(d) Valid Agreement. This Agreement is the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms.

(e) Full Faith and Credit. Each of the obligations of the Guarantor under this Agreement is the direct, unconditional and general obligation of the Guarantor for the performance and payment of which the full faith and credit of Brazil is pledged.

(f) Obligations Pari Passu. The obligations of the Guarantor under this Agreement rank at least pari passu in right of payment with all other unsecured External Indebtedness of the Guarantor. There is no Lien upon or with respect to any of the present or future properties (including, without limitation, International Monetary Assets) or revenues of the Guarantor which secures or otherwise provides for payment of External Indebtedness of any Person, except for Liens described in Annex F hereto.

(g) No Legal Proceedings. Except for the suit brought before the Federal court in the City of Rio de Janeiro (Suit No. 5418100) in connection with the 1983 Deposit Facility Agreement, which suit is currently on appeal before the Tribunal Federal de Recursos, there is no pending or, to the best of the Guarantor's knowledge, threatened action or proceeding affecting the Guarantor before any court, governmental agency or arbitrator, which may materially adversely affect the financial condition or operations of the Guarantor or the ability of the Guarantor to perform its obligations under this Agreement or which purports to affect the legality, validity or enforceability of this Agreement.

(h) Withholding Tax. There is no tax, levy, impost, deduction, charge or withholding imposed, levied or made by or in Brazil or any political subdivision or taxing authority thereof or therein either (i) on or by virtue of the execution or delivery of this Agreement or any other document to be furnished hereunder or (ii) on any payment to be made by the Guarantor pursuant to this Agreement. The Guarantor is permitted to make all payments pursuant to this Agreement free and clear of all taxes, levies, imposts, deductions, charges or withholdings imposed, levied or made by or in Brazil or any political subdivision or taxing authority thereof or therein, and no such payment in the hands of any Bank or the Agent will be subject to any tax, levy, impost, deduction, charge or withholding imposed, levied or made by or in Brazil or any political subdivision or taxing authority therein or thereof.

(i) No Filing. To ensure the legality, validity, enforceability or admissibility in evidence of this Agreement in Brazil, it is not necessary that this Agreement or any other document be filed or recorded with any court or other authority in Brazil or that any stamp or similar tax be paid on or in respect of this Agreement or any other document to be furnished under this Agreement.

(j) Proper Form. After being translated into Portuguese by a sworn translator, this Agreement will be in proper legal form under the laws of Brazil for the enforcement thereof in Brazil.

(k) Enforceability of Arbitral Decision. Any decision of an arbitral tribunal under and pursuant to the provisions of Section 12.08 which conforms with Brazilian public policy and law will be enforceable in the Federal courts of Brazil without reexamination of the merits.

(l) IMF; IBRD. Brazil is a member and eligible to use the general resources of the IMF. Brazil is a member of IBRD.

(m) Immunity from Proceedings. Brazil has no right of immunity from any judicial proceedings or from execution of judgment in Brazil or from the enforcement therein of any arbitral decision (except for the limitation on alienation of public property referred to in Article 67 of the Civil Code of Brazil) on the grounds of sovereignty or otherwise in respect of any matter arising out of or relating to its obligations under this Agreement.

(n) Choice of Law. In any action or proceeding involving the Guarantor arising out of or relating to this Agreement in any court of Brazil, a Bank would be entitled to the recognition and effectiveness of the provisions of Section 12.11.

(o) Resolution 1263 Deposits. In respect of each Resolution 1263 Deposit guaranteed by Brazil on the date of this Agreement, the Guarantor has caused the Central Bank to open on a timely basis the appropriate foreign currency deposit and to maintain such deposit.

(p) No Demand. No demand by the Majority Banks (as defined in the Interim Agreement) in accordance with Section 2.06 of the Interim Agreement has been made.

(q) 1988 Information Memoranda. The 1988 Information Memoranda were prepared by the Central Bank and the Guarantor in good faith on the basis of the latest information available to the Central Bank and the Guarantor at the time; to the best knowledge of the Central Bank and the Guarantor, such information does not

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contain any material misstatement of fact; and the projections contained therein reflect the good faith judgment of the Central Bank and the Guarantor.

ARTICLE VIII

COVENANTS

SECTION 8.01. Covenants of the Central Bank. The Central Bank covenants and agrees that from and after the date of this Agreement and for so long as any amount hereunder shall remain unpaid or any Bank shall have an obligation to redeposit amounts pursuant to Section 5.10, the Central Bank will, unless at least 66-2/3% of the Banks shall otherwise consent in writing:

(a) Obligations Pari Passu. Ensure that at all times its obligations under this Agreement constitute direct unconditional general obligations of the Central Bank ranking at least pari passu in right of payment with all other unsecured External Indebtedness of the Central Bank now or hereafter outstanding.

(b) No Liens. Not create or suffer to exist any Lien upon or with respect to any of its present or future properties (including, without limitation, International Monetary Assets) or revenues, in each case to secure or otherwise provide for payment of External Indebtedness of any Person, except for Liens described in Annex F hereto.

(c) Government Approvals. Obtain and maintain in full force and effect

(i) all authorizations or approvals (including exchange control approvals) or registrations or filings with any governmental authority or regulatory body (except as provided in clause (ii) below) which may at any time be required under Brazilian law and which it is entitled to obtain and maintain with respect to the execution, delivery and performance of this Agreement by the Central Bank or the validity or enforceability hereof or its obligations hereunder, and

(ii) within thirty days after the Initial Credit Date, all administrative and other governmental action necessary under Brazilian law to permit relendings on the terms set forth in Section 5.10, and

take all necessary and appropriate governmental and administrative action which it is entitled to take to ensure the continuance in force of all approvals, authorizations, registrations and filings so obtained and to ensure the continued enforceability of its obligations under this Agreement.

(d) Reporting Requirements. Furnish to the Agent in sufficient copies for distribution to each Bank:

(i) as soon as available and in any event within sixty days after the end of each of the first eleven calendar months of each fiscal year of the Central Bank, a copy of the official balance sheet of the Central Bank as of the end of such month;

(ii) as soon as available and in any event within 180 days after the end of each fiscal year of the Central Bank, a copy of the official annual report for such year for the Central Bank containing financial statements for the Central Bank for such year;

(iii) as soon as possible and in any event within five days of the approval by the Central Bank of a foreign exchange transaction referred to in Section 4.02, a statement of the Head of the External Debt Department of the Central Bank setting forth the details with respect to such approval;

(iv) as soon as possible and in any event within five days after the Central Bank acquires knowledge of the occurrence of each Event of Termination or each event which, with the giving of notice or lapse of time, or both, would constitute an Event of Termination, continuing on the date of such statement, a statement of an authorized senior official of the Central Bank setting forth the details of such Event of Termination or event and the action which the Central Bank proposes to take with respect thereto; and

(v) at the times specified therefor in Annex C hereto, the statements, documents and other material and information set forth in said Annex C.

(e) Translation Into the Portuguese Language, Etc. Promptly after the date hereof, take all steps necessary (i) to obtain a translation into the Portuguese language

of this Agreement by a sworn translator and (ii) to effect the publication of, and have published, a summary of this Agreement, in Portuguese, in the Diario Oficial da Uniao, and within ninety days after the date hereof deliver to the Agent evidence of such publication.

(f) Foreign Currency for Other Downpayment Amounts. Ensure that currencies (other than Cruzados) shall be available to any Person to permit the payment when due of each Other Downpayment Amount directly to each Bank entitled thereto on terms comparable to those available to the Central Bank and the Guarantor and Governmental Agencies to permit the payment when due of principal of or interest on External Indebtedness (other than under this Agreement) as to which the Central Bank, the Guarantor or any Governmental Agency has any obligation to make payment and take no action the effect of which would be to impose any restrictions on, or requirements with respect to, the availability of currencies (other than Cruzados) for the payment when due of such Other Downpayment Amounts by such Persons.

(g) Interim Agreement. Notwithstanding the satisfaction of the Conditions Precedent to the Borrowing on the Second Availability Date under (and as such terms are defined in) the Interim Agreement, not request a Borrowing of the Second Commitments under (and as such terms are defined in) the Interim Agreement prior to the Initial Credit Date.

SECTION 8.02. Covenants of the Guarantor. The Guarantor covenants and agrees that from and after the date of this Agreement and for so long as any amount hereunder shall remain unpaid or any Bank shall have an obligation to redeposit amounts pursuant to Section 5.10, the Guarantor will, unless at least 66-2/3% of the Banks shall otherwise consent in writing:

(a) Obligations Pari Passu. Ensure that at all times its obligations under this Agreement constitute direct unconditional general obligations of the Guarantor ranking at least pari passu in right of payment with all other unsecured External Indebtedness of Brazil now or hereafter outstanding.

(b) No Liens. Not create or suffer to exist any Lien upon or with respect to any of its present or future properties (including, without limitation, International Monetary Assets) or revenues in each case to secure or otherwise provide for payment of External Indebtedness of any Person, except for Liens described in Annex F hereto.

(c) Government Approvals. Obtain and maintain, or cause to be obtained and maintained, in full force and effect

(i) all authorizations or approvals (including exchange control approvals) or registrations or filings with any governmental authority or regulatory body (except as provided in clause (ii) below) which may at any time be required with respect to the execution, delivery and performance of this Agreement by the Guarantor or the validity or enforceability hereof or its and the Central Bank's obligations hereunder, and

(ii) within thirty days after the Initial Credit Date all administrative and other governmental action necessary under Brazilian law to permit relendings on the terms set forth in Section 5.10,

and take all necessary and appropriate action to ensure the continuance in force of all approvals, authorizations, registrations and filings so obtained and to ensure the continued enforceability of its and the Central Bank's obligations under this Agreement.

(d) Reporting Requirements. Furnish to the Agent in sufficient copies for distribution to each Bank:

(i) as soon as possible and in any event within five days of the approval by the Central Bank of a foreign exchange transaction referred to in Section 4.02, a statement of a duly authorized official of the Ministry of Finance of Brazil setting forth the details with respect to such approval;

(ii) as soon as possible and in any event within five days after the Guarantor acquires knowledge of the occurrence of each Event of Termination or each event which, with the giving of notice or the lapse of time, or both, would constitute an Event of Termination, continuing on the date of such statement, a statement of a duly authorized official of the Ministry of Finance of Brazil setting forth details of such Event of Termination or event and the action which the Guarantor proposes to take with respect thereto;

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(iii) on the Initial Credit Date, a certificate of an authorized official of the Guarantor, in substantially the form of Annex E certifying as to the documents comprising the IMF supported program; and

(iv) at the times specified therefor in Annex C, the statements, documents and other material and information set forth in said Annex C.

(e) Paris Club Agreements.

(i) Duly comply with the 1988 Agreed Minute and each Subsequent Agreed Minute and

(ii) furnish to the Agent, in sufficient copies for distribution to each Bank, within thirty days of the execution thereof, each Subsequent Agreed Minute in respect of Existing Official Credits.

(f) Restructuring of Amounts Due to Official Agencies. During the period from the end of the consolidation period of the 1988 Agreed Minute up to and including December 31, 1993, unless the Guarantor certifies on or prior to January 31 in any year that, to the best of its knowledge, credit received from its Paris Club creditor members for the prior calendar year exceeded External Indebtedness owed to or guaranteed by its Paris Club creditor members and due during such year, use its best efforts to reach agreement with non-Brazilian official agencies, in form and substance consistent with Paris Club practices, for the refinancing or rescheduling of Existing Official Credits.

(g) Enhanced Article IV Consultation. If at any time during the Article IV Period, the Guarantor shall not have in effect an IMF stand-by facility or extended fund arrangement, request that the IMF implement the Article IV Procedures as promptly as practicable (but in any event no later than three months after the first day of the Article IV Period) and, for the Article IV Period, the Guarantor shall comply with such procedures. For purposes of this Section 8.02(g), "Article IV Period" means the period commencing on the date the Guarantor shall not have in effect an IMF stand-by facility or extended fund arrangement and ending on the earlier of (x) the date on which the Guarantor shall have in effect an IMF stand-by facility or extended fund arrangement and (y) December 31, 1993; and "Article IV Procedures" means the procedures set forth in Annex D.

(h) IMF and IBRD. Maintain its membership in IBRD and the IMF, and its eligibility to use the general resources of, the IMF and, until the scheduled termination thereof, maintain in effect the IMF Standby Arrangement and purchase the full amount of each tranche thereof on the scheduled date therefor or such later date on which the Guarantor is authorized to purchase such tranche.

(i) Multilateral and Non-Brazilian Official Agencies. Seek to obtain from multilateral and non-Brazilian official agencies any shortfall in the Guarantor's requirements for external resources which the Guarantor is unable to meet through normal market channels as a result of a material deterioration in the financial condition of the Guarantor.

ARTICLE IX

THE GUARANTY

SECTION 9.01. (a) Obligations Guaranteed. The Guarantor hereby unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of (i) all amounts now or hereafter payable by the Central Bank hereunder whether for principal, interest, fees, expenses or otherwise, and (ii) all amounts now or hereafter payable in respect of Public Sector Affected Debt and interest thereon, which amounts are not presently guaranteed specifically by Brazil, except in respect of any such amounts payable in respect of Public Sector Affected Debt incurred by a Brazilian bank for the purpose of repassing the funds so borrowed in accordance with Resolution 63 (the amounts specified in clauses (i) and (ii) being the "Guaranteed Obligations") and, subject to Section 12.05 (c) hereof, any and all expenses (including but not limited to reasonable counsel fees and expenses) incurred by the Agent or the Banks in enforcing rights against the Guarantor under this Agreement. Each such payment in respect of any Guaranteed Obligation referred to in clause (i) shall be made in accordance with this Agreement, and each such payment in respect of any Guaranteed Obligation referred to in clause (ii) shall be made in accordance with the relevant Original Governing Instruments, as affected hereby.

(b) Guaranty Unconditional. The Guarantor guarantees that each Guaranteed Obligation referred to in clause (i) of Section 9.01(a) will be paid strictly in accordance with the terms of this Agreement and that each Guaranteed Obligation referred to in clause (ii) of Section 9.01(a) will be paid strictly in accordance with the terms of the relevant Original Governing Instruments, as affected hereby, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Agent or any Bank with respect thereto. The liability of the Guarantor under this Agreement with respect to the Guaranteed Obligations shall be absolute and unconditional irrespective of:

(i) any lack of validity or enforceability of this Agreement or any other agreement or instrument relating hereto (including, without limitation, any incapacity (to sue or be sued or otherwise) or the lack of any governmental approval);

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from this Agreement or any Original Governing Instrument or any other agreement, document or instrument;

(iii) any incapacity (to sue or be sued or otherwise, and including, without limitation, any lack of legal personality), legal limitation, disability or other circumstance of or relating to any obligor in respect of a Guaranteed Obligation or any officer thereof;

(iv) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to departure from another guaranty, for all or any of the Guaranteed Obligations;

(v) any bankruptcy, insolvency, dissolution, liquidation, reorganization, adjustment, composition or similar circumstance of or relating to any obligor in respect of a Guaranteed Obligation;

(vi) any incorrectness, incompleteness or omission of any authorization or approval or other action, or any notice or filing, in connection with this Agreement or any Original Governing Instrument or any other document or instrument; or any irregularity, unenforceability or invalidity of any of the Guaranteed Obligations; or

(vii) any other circumstances (other than final payment in full) which might otherwise constitute a defense available to, or a discharge of any obligor in respect of any of the Guaranteed Obligations, or a basis for any counterclaim by the Central Bank in respect of this Agreement or the Guarantor in respect of this guaranty.

The guaranty provided in this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned to the Central Bank or the Guarantor by the Agent or any Bank including, without limitation, upon the insolvency, bankruptcy, or reorganization of any obligor in respect of any of the Guaranteed Obligations for any reason, all as though such payment had not been made.

(c) Waiver. The Guarantor hereby waives (i) promptness, diligence, presentment, demand of payment under this guaranty and protest; (ii) all notices (whether of non-payment, dishonor, protest or otherwise) with respect to the Deposit Accounts, the Public Sector Affected Debt, this Agreement and the Original Governing Instruments; and (iii) any requirement that the Agent or any Bank exhaust any right or take any action against the Central Bank, any other obligor in respect of any of the Guaranteed Obligations or any other Person or any collateral.

(d) Subrogation. (i) The Guarantor will not (except to the extent required by applicable Brazilian law), until all the Guaranteed Obligations referred to in clause (i) of Section 9.01(a) shall have been paid in full, (A) exercise any rights which it may acquire by way of subrogation under the guaranty provided in this Agreement by any payment made hereunder or otherwise in respect of any of such Guaranteed Obligations, or (B) take any action against the Central Bank or any of its property or assets for or on account of any payments made hereunder or otherwise in respect of such Guaranteed Obligations. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all such Guaranteed Obligations shall not have been paid in full, such amount shall (except to the extent required by applicable law) be held in trust for the benefit of the Agent and the Banks and shall forthwith be paid to the Agent to be credited and applied in accordance with the terms of this Agreement. If (x) the Guarantor shall make payment to the Agent or the Banks of all or part of such Guaranteed Obligations and (y) all such Guaranteed Obligations shall be paid in full, the Agent and the Banks will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in such Guaranteed Obligations resulting from such payment by the Guarantor.

(ii) The Guarantor will not (except to the extent required by applicable Brazilian law), until all the Guaranteed Obligations referred to in clause (ii) of Section 9.01(a) in respect of which a Governmental Agency or the Central Bank shall be obligated shall have been paid in full, (A) exercise any rights which it may acquire by way of subrogation under the guaranty provided in this Agreement, by any payment made hereunder or otherwise in respect of any such Guaranteed

Obligations, or (B) take any action against such Governmental Agency or the Central Bank or any of its property or assets for or on account of any payments made hereunder or otherwise in respect of such Guaranteed Obligations. If any such amount shall be paid to the Guarantor on account of such subrogation rights at any time when all of such Guaranteed Obligations shall not have been paid in full, such amount shall (except to the extent required by applicable law) be held in trust for the benefit of the Banks which hold any of such Guaranteed Obligations and shall forthwith be paid to the Agent to be paid to such Banks ratably in accordance with the unpaid principal amount of such Guaranteed Obligations held by them to be credited and applied in accordance with the relevant Original Governing Instruments. If (x) the Guarantor shall make payment to the Agent or such Banks of all or any part of such Guaranteed Obligations and (y) all such Guaranteed Obligations shall be paid in full, the Agent and the Banks will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in such Guaranteed Obligations resulting from such payment by the Guarantor.

(e) Continuing Guaranty. The guaranty provided in this Agreement is a continuing guaranty and shall (i) remain in full force and effect until each Bank shall receive payment in full (after the Final Maturity Date) of all the Guaranteed Obligations and all other amounts payable under this guaranty, (ii) be binding upon the Guarantor, its successors and assigns and (iii) inure to the benefit of and be enforceable by the Banks, the Agent and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Bank may assign or otherwise transfer any of its rights and obligations hereunder to any other Person subject to the conditions set forth in Section 12.10(b), and such other Person shall thereupon become vested with all the rights in respect thereof granted to such Bank in this Section or otherwise. The Guarantor hereby agrees that its liability hereunder shall not be discharged or released by any change in the laws, rules, regulations, structure or powers of Brazil.

ARTICLE X

EVENTS OF TERMINATION

SECTION 10.01. Events of Termination. If any of the following events ("Events of Termination") shall occur and be continuing:

(a) Non-Payment. The Central Bank or the Guarantor shall fail to pay any amount of principal of or interest on any Deposit Account or any fees payable hereunder when due, or shall fail to pay any other amount payable hereunder within thirty days of the day when due (other than any such amount payable by the Guarantor pursuant to clause (ii) of Section 9.01(a)); or

(b) Misrepresentation. Any written representation or warranty made by the Central Bank or the Guarantor (or any of their respective officers or officials) under or in connection with this Agreement shall prove to have been incorrect in any material respect when made; or

(c) Failure To Perform Certain Covenants. The Central Bank or the Guarantor shall fail to perform or observe any of the covenants binding on it contained in Section 8.01 (other than clauses (i), (ii) and (v) of subsection (d) thereof) or Section 8.02 (other than clause (i) of subsection (d) thereof); or

(d) Failure To Perform Other Terms. The Central Bank or the Guarantor shall fail to perform or observe any term, covenant or agreement contained in this Agreement on its part to be performed or observed (other than those referred to in subsection (a), (b) or (c) of this Section) and any such failure shall remain unremedied for thirty days after written notice thereof shall have been given to the Central Bank or the Guarantor, as the case may be, by the Agent or any Bank; or

(e) Cross Defaults. (i) An "Event of Default" under (and as defined in) the Parallel Financing Agreement or the Cofinancing Agreement or the New Money Trade Deposit Facility shall occur; or

(ii) the Central Bank or Brazil shall fail to pay

(A) by the earliest of (x) seven days after the Borrowing on the Second Availability Date under

(and as such terms are defined in) the Interim Agreement, (y) the day preceding the Tranche 1 Borrowing under (and as defined in) the Parallel Financing Agreement and (z) January 31, 1989 (the earliest of such dates being the "First Mandatory Payment Date"), any principal of any deposit made by a Person with the Central Bank before the Cut-off Date under (and as defined in) the Parallel Financing Agreement pursuant to Resolution 1263 or any unpaid interest thereon accrued through the First Mandatory Payment Date; or

(B) by the earliest of (x) thirty days after the First Mandatory Payment Date, (y) the day preceding the Tranche 2 Borrowing under (and as defined in) the Parallel Financing Agreement and (z) January 31, 1989 (the earliest of such dates being the "Second Mandatory Payment Date"), any principal of any deposit made by a Person with the Central Bank on or after the Cut-off Date pursuant to Resolution 1263 or any unpaid interest thereon accrued through the Second Mandatory Payment Date; or

(iii) any of Banco do Brasil S.A., Banco Nacional de Desenvolvimento Economico e Social-BNDES, Companhia Vale do Rio Doce-CVRD or Petroleo Brasileiro S.A.-Petrobras (individually, an "Other Obligor") shall fail to pay by the First Mandatory Payment Date any interest on any of its External Indebtedness (the due date of which occurred before the Cut-off Date) or shall fail to pay by the Second Mandatory Payment Date any interest on any of its External Indebtedness (the due date of which occurred on or after the Cut-off Date but on or before the date on which Resolution 1263 is revoked); or

(iv) (A) the Central Bank or Brazil shall fail to pay on any due date for payment thereof (whether at maturity, upon acceleration or otherwise) any amount (other than amounts referred to in clause (ii) above) with respect to any of its External Indebtedness (other than in respect of the Deposit Accounts hereunder or the Advances under (and as defined in) the Parallel Financing Agreement or the Cofinancing Agreement or the Deposits under (and as defined in) the New Money Trade Deposit Facility or External Indebtedness owed to IBRD) or

(B) any Other Obligor shall fail to pay on any due date for payment thereof (whether at maturity, upon acceleration or otherwise) any amount (other than amounts referred to in clause (iii) above) with respect to any of its External Indebtedness (other than External Indebtedness owed to IBRD) and such failure shall continue for at least two Business Days after notice given by a Bank to the Central Bank and the Guarantor (with a copy to the Agent) or by the Agent to the Central Bank and the Guarantor that such obligation is overdue; provided, however, that any failure to pay by the Central Bank, Brazil or any Other Obligor referred to in this clause (iv) shall not constitute an Event of Default if

(x) in the aggregate such unpaid amounts shall not exceed U.S. \$50,000,000 (or its equivalent in other currencies) and

(y) such amount shall have been paid within thirty days (for purposes of this subsection (e), the due date of any External Indebtedness arising by virtue of any direct or indirect guaranty shall be deemed to be the due date of the External Indebtedness which enjoys the benefit of such direct or indirect guaranty); or

(v) (A) The Central Bank, the Guarantor or any Other Obligor shall fail to pay principal, interest or premium or any combination thereof aggregating in excess of U.S. \$50,000,000 (or its equivalent in other currencies) in respect of any External Indebtedness owed to IBRD by the Central Bank, the Guarantor or any Other Obligor (as the case may be) when due (whether at maturity, upon acceleration or otherwise), and such failure shall continue, unless waived in writing, for a period of forty-five consecutive days; or (B) any External Indebtedness owed to IBRD by the Central Bank, the Guarantor or any Other Obligor, is accelerated or declared to be due and payable or required to be prepaid (other than by a regularly scheduled required prepayment) prior to the stated maturity thereof; or

(vi) The Central Bank, the Guarantor or any Other Obligor shall fail to observe or perform any term, covenant or agreement other than as set forth in clauses (iv) and (v) above, contained in any indenture, contract, agreement or other instrument by which it is bound evidencing or securing External Indebtedness aggregating in excess of U.S. \$50,000,000 (or its equivalent in other

currencies) (other than in respect of the Deposit Accounts or the Advances under (and as defined in) the Parallel Financing Agreement or the Cofinancing Agreement or the Deposits under (and as defined in) the New Money Trade Deposit Facility or External Indebtedness owed to IBRD) or any other event or condition shall occur, if the effect of such failure or occurrence is to accelerate, or to permit any party or parties thereto or the holder or holders of any obligations issued thereunder to accelerate (assuming any required notice to be given at the time such failure or occurrence occurs, but allowing for the expiration of any period of grace specified as being applicable thereto at the time of the execution of such agreement), the maturity of any such External Indebtedness; or any such External Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment) prior to the stated maturity thereof; provided that, notwithstanding the provisions of clauses (i) through (vi) of this subsection (e), it shall not constitute an Event of Default if the Central Bank, Brazil or any Other Obligor shall fail to pay

(A) any interest described in Section 2.12 of this Agreement, provided that the waiver contained therein becomes effective on or before January 31, 1989; or

(B) any portion of the interest due on Original Debt (as defined in Annex I), as contemplated by such Annex, provided that the balance of such interest due is paid as contemplated by such Annex; or

(C) any portion of the interest due on Adjusted Deposits (as defined in Annex H), as contemplated by such Annex; or

(D) costs and expenses, provided that such costs and expenses are paid as contemplated by Annex K; or

(f) Inability To Pay Debts. The Central Bank, the Guarantor or any Other Obligor shall generally not pay its debts as such debts become due or shall admit in writing its inability to pay its debts generally or the Central Bank or the Guarantor shall declare a moratorium on the payment of its debts or the debts of any Other Obligor, it being understood that any request by the

Central Bank or the Guarantor for the implementation of the Financing Plan, and any action, statement or declaration relating thereto does not and will not constitute an Event of Termination hereunder; or

(g) Judgment. Any judgment or order for the payment of money (other than Cruzados) in excess of U.S. \$25,000,000 (or its equivalent in other currencies) shall be rendered against the Central Bank, the Guarantor or any Other Obligor and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be any period of fifteen consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(h) Other Event. 66-2/3% or more of the Banks shall notify the Agent, the Central Bank and the Guarantor that they have determined in good faith that an event has occurred, or circumstances have arisen, which give reasonable grounds for believing that the Central Bank or the Guarantor may not (or may not be able to) perform or observe in the normal course its respective obligations under this Agreement; or

(i) IMF Membership. The Guarantor shall cease to be a member and eligible to use the general resources of the IMF; or

(j) Foreign Currency Not Available to Private Sector Debtors. Currencies other than Cruzados are not generally available to Brazilian private sector debtors, on terms comparable to those available to the Central Bank, the Guarantor and Governmental Agencies, to permit the payment when due of principal of or interest on External Indebtedness of such private sector debtors as to which none of Brazil, the Central Bank or any Governmental Agency has an obligation to make payment; or

(k) Central Bank No Longer Depository. The Central Bank shall not at all times remain the central bank and monetary authority of Brazil and own or hold and act as depository of substantially all of the International Monetary Assets; provided, however, that if the Central Bank shall cease to be the central bank and monetary authority of Brazil and shall cease to own or hold and act as depository of substantially all of the International Monetary Assets, there shall be no Event of Default pursuant to this clause (k) if (i) the successor

to the Central Bank shall be duly organized and operating under the laws of Brazil as the central bank and monetary authority of Brazil, (ii) such successor shall own or hold and act as depository of substantially all of such International Monetary Assets, (iii) such successor shall expressly assume the due and punctual performance of all the obligations, covenants and conditions hereunder to be performed by the Central Bank by documentation satisfactory to more than 66-2/3% of the Banks, and (iv) such successor shall not, immediately after the assumption referred to in clause (iii) hereof, be in default in the performance of any such obligations, covenants or conditions; or

(l) Restrictions on Relending. The Central Bank, the Guarantor or any Governmental Agency shall take any action the effect of which is to restrict, directly or indirectly, or impose any requirements with respect to, (i) the right of a Bank to extend credit to any Person with amounts made available to it in accordance with Section 5.10 to any greater extent than the right of any Bank to extend medium-term credit in Brazil is restricted as of the date of this Agreement (other than as set forth in Section 5.10) or (ii) the terms and conditions of any such extension of credit to any Person with amounts made available to it in accordance with Section 5.10 (other than as set forth in Section 5.10) to any greater extent than the terms and conditions of such extensions of medium-term credit are restricted as of the date of this Agreement; or

(m) Suspension Under Trade Commitment Letter. The Trade Commitments (i) of at least three Trade Lending Banks and (ii) in an aggregate amount in excess of five percent of the aggregate Trade Commitments as of the last day of the immediately preceding "Conversion Period" under (and as defined in) the 1988 Trade Commitment Letter shall be then suspended in accordance with paragraph 9 of the 1988 Trade Commitment Letter; or

(n) Suspension Under Interbank Commitment Letter. The Interbank Commitments (i) of at least three Interbank Lending Banks and (ii) in an aggregate amount in excess of five percent of the aggregate Interbank Commitments as of the last day of the immediately preceding "Conversion Period" under (and as defined in) the 1988 Interbank Commitment Letter shall be then suspended in accordance with paragraph 9 of the 1988 Interbank Commitment Letter; or

(o) Trade or Interbank Shortfall. At any time,

(i) after the termination of the 1988 Trade Commitment Letter, the aggregate amount of Trade Credit is less than 90% of the aggregate Trade Commitments on the date of termination of the 1988 Trade Commitment Letter; or

(ii) after the termination of the 1988 Interbank Commitment Letter, the aggregate amount of Interbank Outstandings is less than 90% of the aggregate Interbank Commitments on the date of termination of the 1988 Interbank Commitment Letter, and

at least 66-2/3% of the Banks shall have determined in good faith, after consultation with the Central Bank, that circumstances exist which give reasonable grounds to conclude that such event is likely to continue and to render materially more difficult the performance of the obligations of the Central Bank or the Guarantor under this Agreement and shall have notified the Agent, the Central Bank and the Guarantor of such determination; or

(p) Approvals. Any governmental or other authorization or approval necessary to enable the Central Bank or the Guarantor to comply with any of their respective obligations under this Agreement or the Guaranty shall be revoked, withdrawn or withheld or shall otherwise fail to be issued or remain in full force and effect;

then, and in any such event, the Agent shall (i) at the request, or may with the consent, of more than 50% of the Banks, or, in the case of subsection (c), (d), (h), or (o), of more than 66-2/3% of the Banks, by notice to the Central Bank and the Guarantor, declare the right and obligation of the Central Bank to make Credits to the Deposit Accounts as provided in Section 2.02 to be terminated, whereupon the same shall forthwith terminate, and (ii) at the request, or may with the consent, of more than 50% of the Banks, or, in the case of subsection (c), (d), (h) or (o), of more than 66-2/3% of the Banks, by notice to the Central Bank and the Guarantor, declare the entire unpaid principal amount of the Deposit Accounts, all interest accrued and unpaid thereon and all other amounts payable under this Agreement to be forthwith due and payable, whereupon (A) the Deposit Accounts, all such accrued interest and all such other amounts shall become and be forthwith due and payable,

without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Central Bank and the Guarantor and (B) the obligation of each Bank to redeposit repayments of extensions of credit pursuant to Section 5.10 shall be forthwith terminated.

SECTION 10.02. Transmittal of Notices of Termination. If the Agent receives a Notice of Termination from any Bank, it shall promptly notify each other Bank of the contents thereof.

ARTICLE XI

THE AGENT

SECTION 11.01. Limited Appointment and Responsibilities of the Agent. The Agent shall perform the mechanical and clerical functions in connection with the administration of this Agreement which are specifically set forth herein for the Agent, and in connection therewith shall have such powers as are reasonably incidental thereto. The responsibilities of the Agent are strictly limited to those specifically set forth in this Agreement, and no unstated functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Agent. Neither the Agent nor any member of the Bank Advisory Committee for Brazil shall be agent, trustee or fiduciary hereunder for the Central Bank, the Guarantor or any Bank except as otherwise expressly provided in this Agreement.

SECTION 11.02. Discretion of the Agent. (a) **No Duty to Exercise Discretion; Consultations.** As to any matters not expressly set forth in this Agreement as a function or responsibility or discretionary power of the Agent, the Agent shall not be required to exercise any discretion or take any action, except that the Agent may, in its sole discretion, act or refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Requisite Banks (as defined below) and such instructions shall be binding upon the Agent and all Banks and all holders of the Deposit Accounts, the Existing DFA Deposits, the Interim Deposits and Affected Debt. If, with respect to a proposed action to be taken by it, the Agent shall determine in good faith that the provisions of this Agreement relating to the functions or responsibilities or discretionary powers of the Agent are or may be ambiguous or inconsistent, the Agent may so notify the appropriate parties hereto (identifying the proposed action and the provisions that it considers are or may be ambiguous or inconsistent) and may decline either to perform such function or responsibility or to exercise such discretionary power unless it has received the written confirmation of the Requisite Banks that the Requisite Banks concur in the circumstances that the action proposed to be taken by the Agent is consistent with the terms of this Agreement or is otherwise appropriate. The Agent shall be fully protected in acting or refraining from acting upon the confirmation of the Requisite Banks in this respect, and such confirmation shall

be binding upon the Agent and all Banks and all holders of the Deposit Accounts, the Existing DFA Deposits and the Interim Deposits. For the purposes of this Section, the term "Requisite Banks" shall mean:

(i) in respect of matters affecting all Banks, more than 50% of the Banks, and

(ii) in respect of matters affecting only a class of Banks (as defined by Deposit Currency or Interest Rate or other comparable criteria), more than 50% of the Banks of such class.

This subsection is for the protection of the Agent, but the Agent shall not be required to obtain any such written confirmation of the Requisite Banks in order to perform any function or responsibility or to exercise any discretionary power of the Agent set forth in this Agreement. Nothing in this subsection shall be construed to permit any additional obligation to be imposed upon any Bank, the Central Bank or the Guarantor, to permit the reduction or postponement of payment of any amount to which any Bank is entitled hereunder, or to alter the requirements of Section 12.01 with respect to amendments, waivers or consents.

(b) No Requirement to Take Certain Actions. The Agent shall not in any event be required to take any action which in the judgment of the Agent (i) is contrary to this Agreement or applicable law or (ii) exposes the Agent to personal liability.

(c) Exercise of Discretion Not an Undertaking to Do So Again. If in one or more instances the Agent takes any action or assumes any responsibility not specifically delegated to it pursuant to the provisions of this Agreement, neither the taking of such action nor the assumption of such responsibility shall be deemed to be an express or implied undertaking on the part of the Agent that it will take the same or similar action or assume the same or similar responsibility in any other instance.

(d) Reliance on Documents. The Agent may rely on information received from the Central Bank pursuant to this Agreement, including, without limitation, pursuant to Sections 5.04, 5.10, 5.11, 5.12 and 12.10, as to the amount on deposit in any Deposit Account and other matters. The Agent shall have no responsibility to review or verify the accuracy or completeness of any information contained in any notice or certificate or other communication received by the Agent from any Person. The Agent shall incur

no liability under or in respect of this Agreement by acting upon any notice, consent, certificate or other instrument or writing (including, without limitation, a telegram, cable or telex) believed by it to be genuine and signed or sent by the proper party or parties or by acting upon any representation or warranty of the Central Bank or the Guarantor made in this Agreement or in any document delivered pursuant to the provisions hereof. To the extent that the Agent is required by any provision of this Agreement to take any action or prepare any report in reliance upon any information, report or document to be furnished by any other party to this Agreement, the failure of any such other party to furnish such information, report or document shall excuse the Agent from taking such action or preparing such required report; provided, that the Agent may in its discretion (but only to the extent not inconsistent with the other provisions hereof) partially take such required action or partially prepare such required report on the basis of the information, reports or documents furnished to it by other parties hereto.

(e) Reliance on Counsel. The Agent may consult with legal counsel (including counsel for the Central Bank or the Guarantor) and other experts and consultants selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, experts or consultants, provided that any such advice of counsel for the Central Bank or the Guarantor shall be in writing.

(f) No Duty to Inquire. The Agent shall have no duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement on the part of the Central Bank or the Guarantor.

(g) No Responsibility for Validity of Documents. Neither the Agent nor any member of the Bank Advisory Committee for Brazil shall be responsible to any Bank for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto.

(h) No Duty to Initiate Suits. The Agent shall not in any event be required to initiate any suit, action or proceeding (arbitral or otherwise) arising out of or in connection with this Agreement.

(i) Computation of Percentage of Banks. Prior to being required to take any action at the request, with the consent or upon the instructions of Banks holding a specified

percentage of the aggregate principal amount of the Deposit Accounts, the Existing DFA Deposits, the Interim Deposits or Relending Disbursements required to be redeposited, the Agent shall be entitled to have confirmed to it by the Central Bank or the Banks or both the aggregate principal amount thereof and in any such event may rely conclusively upon such confirmation.

(j) No Duty to Monitor Relending, Conversions and Exchanges or Determination of the Principal Payment Schedule.

The Agent shall have no duty or responsibility:

(A) with respect to (i) the terms or conditions of any proposed extension of credit in connection with which a Bank has requested a Relending Disbursement under Section 5.10, including, without limitation, whether such terms and conditions comply with the limitations set forth herein or in Annex G, (ii) whether or not any required authorization for any extension of credit pursuant to Section 5.10 has been obtained, (iii) the utilization of the proceeds of any Relending Disbursement or (iv) the making of a redeposit with respect to a Relending Disbursement; or

(B) with respect to (i) the terms or conditions of any proposed conversion into a Qualified Investment or proposed exchange for Qualified Debt under Section 5.11, including, without limitation, whether such terms and conditions satisfy the definition of Qualified Investment or Qualified Debt (as the case may be), (ii) whether or not any required authorization for any conversion or exchange under Section 5.11 has been obtained or (iii) the utilization of the proceeds of any amounts converted or exchanged by a Bank under Section 5.11; or

(C) to review or verify the accuracy or adequacy of the statements of a Bank or the Central Bank contained in any notice received by the Agent with respect to Sections 5.10 and 5.11, including, without limitation, any Section 5.10 Notice, Reduction Notice, Redeposit Confirmation Notice, notice pursuant to Section 5.10(g)(iii) or Section 5.11 Notice; or

(D) whatsoever with respect to or in connection with the calculations made by the Central Bank with respect to reductions in the Principal Amount of or Principal Payment schedule with respect to any Deposit Account, or with respect to the payment of interest by

the Central Bank on the principal amount of any Deposit Account, which has been reduced or increased as a result of or in connection with, an extension of credit pursuant to Section 5.10 or a redeposit pursuant to Section 5.10(f), a conversion or exchange pursuant to Section 5.11 or an assignment pursuant to Section 12.10.

SECTION 11.03. Limitations on Liability of the Agent and the Bank Advisory Committee for Brazil. (a) The Agent. Neither the Agent nor any of its Affiliates, directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them in connection with this Agreement (including, without limitation, any action taken or omitted to be taken prior to the date hereof by the Agent in preparation for acting hereunder) except for its or their own gross negligence or wilful misconduct. This Section 11.03(a) is for the benefit and protection of the Agent only.

(b) The Bank Advisory Committee for Brazil. No member of the Bank Advisory Committee for Brazil, as such, shall have any duties or obligations whatsoever with respect to this Agreement or any other document or any matter related hereto.

SECTION 11.04. Representations and Warranties of the Banks. Each Bank represents and warrants and agrees to and with each other Bank, each member of the Bank Advisory Committee for Brazil and the Agent as follows:

(a) Independent Investigation by Each Bank. Such Bank is familiar with such matters (including, without limitation, the economic and financial condition of the Central Bank and the Guarantor) as in its opinion may affect the performance by the Central Bank and the Guarantor of their respective obligations hereunder and in that connection has made its own independent appraisal of the economic affairs, financial condition, foreign exchange and reserve holdings, prospective foreign exchange income and holdings, creditworthiness, condition, affairs, status and nature of the Central Bank and the Guarantor. Such Bank will continue to be solely responsible for making its own independent appraisal of all such matters in the future and has not relied, and will not hereafter rely, on any other Bank, any member of the Bank Advisory Committee for Brazil, the Agent or any of their respective Affiliates (i) to check or inquire on such Bank's behalf into the adequacy, accuracy or completeness of any information provided by the Central

Bank or the Guarantor in connection herewith or therewith, whether or not such information has been or is hereafter distributed by any other Bank, any member of the Bank Advisory Committee for Brazil, the Agent or any of their respective Affiliates, (ii) to assess or keep under review on such Bank's behalf such information or any of the matters referred to in this subsection or (iii) to inform such Bank concerning the results of any such appraisal, check, inquiry, assessment or review made by such other Bank, such member of the Bank Advisory Committee for Brazil, the Agent or any of their respective Affiliates.

(b) Independent Appraisal by Each Bank. In deciding whether or not to enter into this Agreement, such Bank has relied upon its own independent appraisal of the matters referred to in subsection (a) above, and such Bank expressly agrees that it is not relying upon (i) any representation or warranty, express or implied, made to it by any other Bank, any member of the Bank Advisory Committee for Brazil, the Agent or any of their respective Affiliates with respect to the matters contemplated herein or (ii) any oral or written communication made by any other Bank, any member of the Bank Advisory Committee for Brazil, the Agent or any of their respective Affiliates. Each Bank acknowledges that a copy of this Agreement and of the other 1988 Agreements and a copy of the Exhibits, Annexes and Schedules hereto and thereto, the related Explanatory Communications dated September 18, 1988 and the 1988 Information Memoranda have been made available to it and to its individual legal counsel for review.

(c) Parties Having Other Relationships. Such Bank is aware that each other Bank, each member of the Bank Advisory Committee for Brazil, the Agent and their respective Affiliates may have, in addition to this Agreement, existing credit relationships with the Central Bank, the Guarantor, Governmental Agencies and other Persons organized under the laws of or located in Brazil and that in many cases these existing relationships are substantial and in some cases involve existing agency or similar responsibilities of such other Bank, such member of the Bank Advisory Committee for Brazil, the Agent or their respective Affiliates. Such Bank acknowledges and accepts that such other relationships in fact exist and that the nature and extent of such other relationships have not been specifically disclosed to such Bank and that each other Bank, each member of the Bank Advisory Committee for Brazil, the Agent and their respective

Affiliates may also in the future accept deposits from, lend money to, act as trustee under indentures of, act as agent or in a similar function under any credit relationship with, and generally engage in any kind of business with, the Central Bank, the Guarantor, any Governmental Agency and any other Person, all as if such other Bank, member of the Bank Advisory Committee for Brazil, the Agent or Affiliate thereof were not a party to this Agreement. Such Bank acknowledges that each other Bank, each member of the Bank Advisory Committee for Brazil, the Agent and their respective Affiliates may exercise all contractual and legal rights and remedies which may exist from time to time with respect to such other existing and future relationships without any duty to account therefor to such Bank.

(d) No Duty to Investigate Events of Termination. Except as otherwise provided in Section 10.02 as to the Agent, none of any Bank, any member of the Bank Advisory Committee for Brazil or the Agent shall have any duty or obligation to any Bank to ascertain or inquire or inform it as to the occurrence of any Event of Termination or any event or condition which, with the giving of notice or the lapse of time or both, or upon a determination, would constitute an Event of Termination, and each Bank, each member of the Bank Advisory Committee for Brazil and the Agent and their respective Affiliates may communicate in writing or orally with the Central Bank, the Guarantor, any Bank, the Agent or any other Person about the occurrence of any such Event of Termination, event or condition or about any other matter whatsoever arising in the administration, coordination and performance of this Agreement, all without communicating with any Bank about any such matter. Each Bank may in its discretion, but without any obligation to any other Bank, any member of the Bank Advisory Committee for Brazil or the Agent, notify the Agent of the occurrence of any such Event of Termination, event or condition by giving a Notice of Termination with respect thereto. However, in no event shall any other Bank, any member of the Bank Advisory Committee for Brazil or their respective Affiliates or (except as provided in Section 10.02) the Agent or its Affiliates be under any duty to notify any Bank or the Agent about any "Event of Termination", any event or condition which could become an "Event of Termination" or any other default or termination under any other agreement relating to any credit relationship referred to in subsection (c) above or about any matter relating to any such agreement.

SECTION 11.05. Indemnification by Banks. (a) Expenses. The Banks agree to indemnify the Agent and the members of the Bank Advisory Committee for Brazil in their capacities as such (to the extent not reimbursed by the Central Bank or the Guarantor), for their respective ratable shares of any and all liabilities, obligations, losses, damages, penalties, judgments, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on or incurred by the Agent or any member of the Bank Advisory Committee for Brazil in its capacity as such in any way relating to or arising out of this Agreement or any other document delivered hereunder or any action taken or omitted to be taken by the Agent under this Agreement or such other document (including, without limitation, any action taken or omitted to be taken prior to the date hereof by the members of the Bank Advisory Committee for Brazil as such or by the Agent in connection with this Agreement), provided that no Bank shall be liable for any portion of any such amount resulting from the gross negligence or wilful misconduct of the Agent or any member of the Bank Advisory Committee for Brazil. Without limiting the generality of the foregoing, each Bank agrees that it will, subject to the limitations set forth in the proviso to the preceding sentence, upon demand pay or reimburse the Agent and each member of the Bank Advisory Committee for Brazil (to the extent that the Agent or such member of the Bank Advisory Committee for Brazil (as the case may be) is not reimbursed by the Central Bank or the Guarantor) for its ratable share of any out-of-pocket expenses (including fees of special New York and special Brazilian counsel to the Agent, the Banks or the members of the Bank Advisory Committee for Brazil) incurred in connection with the negotiation, preparation, printing, syndication, reproduction, signing and administration of this Agreement or any amendment hereof or waiver or consent hereunder or in connection with investigating any matter in connection with this Agreement or preserving any rights of the Banks, the members of the Bank Advisory Committee for Brazil or the Agent hereunder or obtaining legal advice in respect of the rights and responsibilities of the Banks, the members of the Bank Advisory Committee for Brazil or the Agent hereunder.

(b) Calculation of Ratable Shares. For purposes of this Section, the ratable shares of the Banks shall be determined pursuant to the definition of "Banks" preceded by " % of the".

SECTION 11.06. Successor Agent. Subject to the written acceptance of a successor Agent as provided in the

penultimate sentence of this Section, the Agent may resign at any time by giving written notice thereof to the Banks, the Central Bank and the Guarantor and may be removed at any time with or without cause by more than 50% of the Banks. Upon any such removal or notice of resignation, more than 50% of the Banks shall have the right, after consultation with the Central Bank, to appoint a successor Agent, and such Banks shall endeavor in good faith to appoint a successor Agent. If no successor Agent shall have been appointed by more than 50% of the Banks and shall have accepted such appointment within 60 days after such removal or notice of resignation, then the retiring Agent may, after consultation with the Central Bank, appoint a successor Agent, which shall have banking offices in New York City and which shall be a commercial bank having a combined capital and surplus of at least U.S. \$1,000,000,000 or its equivalent in another currency or shall be a merchant bank which is an Affiliate of such a commercial bank. No appointment of a successor Agent pursuant to the two preceding sentences shall be effective without the consent of the Central Bank and the Guarantor (which consent shall not be unreasonably withheld), provided that such consent of the Central Bank and the Guarantor is hereby irrevocably granted if such successor Agent is a member of the Bank Advisory Committee for Brazil. Upon the acceptance in writing by a successor Agent of any appointment as Agent hereunder, such successor Agent shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and upon (but only upon) such acceptance, the retiring Agent shall be discharged from further responsibilities under this Agreement. The provisions of this Article XI shall continue to inure to the benefit of the retiring Agent as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

Section 11.07. Agent to Furnish Certain Documents.
 The Agent will distribute to each Bank a copy of each certificate, balance sheet, report, opinion or other document received by it pursuant to Section 8.01(d) or 8.02(d) of this Agreement, as well as information pursuant to Annex C received by the Agent except that the Agent need not distribute such copies of information to a Bank if such copies or information have been distributed to such Bank under any of the other 1988 Agreements.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. Amendments, Etc., Consultation Procedure. (a) Amendments. No amendment or waiver of any provision of this Agreement, nor (subject to Section 6.02) consent to any departure by the Central Bank or the Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Guarantor, the Central Bank and

(i) at least 66-2/3% of the Banks, or

(ii) at least 50% of the Banks in the case of an amendment or waiver of, or any consent to any departure from, the terms and conditions of (x) Section 10.01 (other than subsection (c), (d), (h) or (o) thereof or the phrase "or in the case of subsection (c), (d), (h) or (o), of more than 66-2/3% of the Banks contained therein") or (y) Section 11.02,

(including, without limitation, by exchange of telexes) and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, provided that no amendment, waiver or consent shall,

(A) unless in writing and signed by at least 95% of the Banks, (I) except as noted in clause (B)(II) below, change the percentage of the Banks which shall be required for the Banks or any of them to take any action hereunder, (II) reduce the amount of any principal, interest, fee or other amount payable hereunder to any Bank, (III) postpone any date fixed for any payment in respect of any principal of, or interest on, the Deposit Accounts or other amounts due hereunder, (IV) diminish any of the Guarantor's obligations to any Bank under Article IX or (V) amend or waive any provision of, or consent to any departure by the Central Bank from, Section 2.01, 3.06, 5.02 or 5.03 or of or from this proviso of this Section; and

(B) unless in writing and signed by all the Banks, (I) subject the Banks to any additional obligations or (II) change the percentage which shall be required for the Banks or any of them to take any action under these clauses (B)(I) and (B)(II);

provided, further, that no amendment, waiver or consent shall, unless in writing and signed by the Agent or by a member of the Bank Advisory Committee for Brazil in addition to the Banks required hereinabove to take such action affect the rights or duties of the Agent or such member of the Bank Advisory Committee for Brazil under this Agreement.

(b) Errors in Annex A. Notwithstanding the foregoing, any error, inconsistency or omission in the information set forth in Annex A hereto or in the signature pages hereof, with respect to any Bank may be corrected (x) prior to the Initial Credit Date, by notice to the Agent from such Bank received prior to such date or (y) at any time on or after the Initial Credit Date, by the written agreement of such Bank, the Central Bank and the Agent.

(c) Consultation Procedure. It is understood that any party hereto may propose consultations for the purpose of requesting modifications of this Agreement by amendment, waiver or consent; provided that no such modification shall be effective unless made in accordance with Section 12.01(a) and (b). During any period of consultation among the parties in respect of such proposal or any period while any proposed modification is being discussed, this Agreement shall continue to apply in accordance with its terms.

SECTION 12.02. Notices, Etc. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including, without limitation, by telex, telegram or cable) and mailed or sent or delivered, if to the Central Bank, at SBS-Projecao No. 33, Ed. Sede 4º Andar, 70.074 Brasilia, DF, Brazil, Attention: Head of External Debt Management Department (DEDIV) (Telex No. 61-1299 BCBR BR or 61-2098 BCBR BR), if to the Guarantor, at Ministerio da Fazenda, Bloco 5, Esplanada dos Ministerios, 70.048 Brasilia, DF, Brazil, Attention: Ministro da Fazenda (Telex No. 61-1506 MFAZ-BR), if to the Agent, at 399 Park Avenue, New York, New York 10043, Attention: Western Hemisphere Agency Department (Telex No. RCA INTL 236066 CIG WH UR, WU INTL 662409 CITI CIB, WU DOMESTIC 6801527 CITI CIB, WU DOMESTIC 669830 CITI CIB), and if to a Bank or any other party hereto, at such address as shall be designated from time to time by such Bank or other party in a written notice to the Central Bank, the Guarantor and the Agent or, in the case of any such notice by the Central Bank, the Guarantor or the Agent, to each other party hereto. All notices and communications shall be given by hand or by telex, telegram or cable; provided that in the event that telex or cable communications are non-operational, such notices and communications may be given by mail, but the sender shall use reasonable efforts to confirm notices or communications given by mail as soon as telex or cable communications become

operational. All such notices and communications shall be effective when delivered by hand or seven days after being deposited in the mails, air mail, postage prepaid, or, in the case of telegraph or cable, when sent as addressed as set forth above, or, in the case of telex, when the telex is sent and the appropriate answerback is received, except that notices and communications to the Agent shall not be effective until received by the Agent. All notices, communications and other documents delivered hereunder shall, unless submitted in the English language, be accompanied by a certified English translation thereof, which certified English translation shall (except in the case of laws or official determinations of Brazil, the Central Bank or any Governmental Agency) be controlling absent manifest error in the case of any doubt as to the proper interpretation or construction of the document which it purports to translate.

SECTION 12.03. No Waiver; Cumulative Remedies. No failure on the part of the Agent or any Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 12.04. Accounting Terms; Banking Terms.
 (a) Any accounting term not specifically defined herein shall be construed in accordance with generally accepted United States accounting principles consistently applied, except as otherwise stated herein.

(b) All banking terms not specifically defined herein shall be construed in accordance with general usage among international commercial banks in New York, New York and London, England; provided that terms applicable to any specific Deposit Currency shall be construed in accordance with the usages applicable to such Deposit Currency in its country of issue or, in the case of European Currency Units, in the European Economic Community.

SECTION 12.05. Costs and Expenses. (a)
Preparation, Enforcement, Etc. The Central Bank agrees to pay within ninety days after receipt of a demand therefor:

(i) all reasonable costs and expenses of the members of the Bank Advisory Committee for Brazil, the Agent (to the extent not payable under the agency fee letter specified in Section 3.01) or the agent or the coordinator, as the case may be, under any of the other 1988 Agreements (to the extent not payable under the relevant agency or coordinator fee letter) in connection

with the implementation of the Financing Plan, including, without limitation, the preparation, execution and delivery of this Agreement or any of the other 1988 Agreements and the documents to be delivered hereunder or thereunder (including telex, telephone and other communication costs, printing, reproduction and delivery expenses and the reasonable fees and out-of-pocket expenses of special New York, Brazilian and other counsel for the Bank Advisory Committee for Brazil, the Agent or the agent or the coordinator, as the case may be, and any of the other 1988 Agreements); provided, however, that all such reasonable costs and expenses incurred after the first Availability Date (under and as defined in the Parallel Financing Agreement) with respect to which claims have been submitted by (i) the Bank Advisory Committee for Brazil, shall be subject to the provisions of a letter dated the date hereof from the Bank Advisory Committee for Brazil to the Central Bank, (ii) the Agent, shall be subject to the provisions of the agency fee letter specified in Section 3.01 and (iii) such agent or coordinator, as the case may be, shall be subject to the provisions of the relevant agency or coordinator fee letter;

(ii) all reasonable costs and expenses of the Agent (including, without limitation, all reasonable counsel fees) (to the extent not payable under the agency fee letter specified in Section 3.01) and the agent or the coordinator, as the case may be, under any of the other 1988 Agreements (to the extent not payable under the relevant agency or coordinator fee letter) incurred in the administration of this Agreement or any of the other 1988 Agreements and the other agreements, letters or documents to be delivered hereunder or thereunder or in connection with any reasonable investigation of any Event of Termination or alleged Event of Termination hereunder or event of default or suspension or alleged event of default or suspension, as the case may be, under any of the other 1988 Agreements, or reasonable attempt to preserve any rights of the Banks generally or of the Agent hereunder or of the agent or the coordinator, as the case may be, under any of the other 1988 Agreements or obtaining legal advice in respect of the rights and responsibilities of the Banks or the Agent hereunder or the agent or the coordinator, as the case may be, under any of the other 1988 Agreements generally; provided, however, that all such reasonable costs and expenses incurred after the first Availability Date (under and as defined in the Parallel Financing Agreement) with respect to which claims have been submitted by (i) the Agent, shall be subject to the provisions of the agency fee letter specified in Section 3.01 and (ii) such agent or

coordinator, as the case may be, shall be subject to the provisions of the relevant agency or coordinator fee letter;

(iii) all out-of-pocket expenses of each Bank (including, without limitation, all reasonable counsel fees and court costs, stamp taxes, duties and fees) incurred in connection with any reasonable investigation of any Event of Termination or alleged Event of Termination or event of default or suspension or alleged event of default or suspension or the enforcement of this Agreement or of any of the other 1988 Agreements and the other agreements, letters or documents to be delivered hereunder or thereunder or other protection of its rights in the event of any failure by the Central Bank or Brazil to comply with the provisions hereof or thereof; and

(iv) any and all liabilities, obligations, losses (excluding loss of anticipated profits), damages, penalties, judgments and reasonable costs and expenses of any kind or nature whatsoever which may be imposed on or incurred by the members of the Bank Advisory Committee for Brazil as such, the Agent or the agent or the coordinator, as the case may be, under any of the other 1988 Agreements relating to or arising out of the syndication, execution, delivery, performance or administration of this Agreement or any of the other 1988 Agreements or any action taken or omitted by the Agent or the agent or coordinator, as the case may be, under any of the other 1988 Agreements in preparing to act as Agent or agent or coordinator, as the case may be, under any of the other 1988 Agreements; provided, however, that all such reasonable costs and expenses incurred after the first Availability Date (under and as defined in the Parallel Financing Agreement) with respect to which claims have been submitted by (i) the Bank Advisory Committee for Brazil, shall be subject to the provisions of a letter dated the date hereof from the Bank Advisory Committee for Brazil to the Borrower, (ii) the Agent, shall be subject to the provisions of the agency fee letter specified in Section 3.01 and (iii) such agent or coordinator, as the case may be, shall be subject to the provisions of the relevant agency or coordinator fee letter;

provided, that the Central Bank shall not be liable for any such amount resulting from the gross negligence or wilful misconduct of any Person seeking payment hereunder, provided further that neither the Central Bank nor Brazil shall be required by this Section 12.05 to pay any costs, expenses or amount in respect of any item for which the Central Bank or Brazil, as the case may be, has already paid in full pursuant to any costs or expenses or indemnities provision of any of the other 1988 Agreements. Each demand for payment under

Person's certificate as to the amount of such expenses or costs (and specifying in reasonable detail the reason therefor and the calculation thereof) submitted to the Central Bank and the Agent by such Person which certificate shall be prima facie evidence thereof.

(b) Indemnity. If, due to payments made by the Central Bank or the Guarantor pursuant to Section 5.07 or Article IV or due to acceleration pursuant to Section 10.01 or due to any other reason (other than pursuant to Section 5.10, 5.11 or 5.12), any Bank receives payment of any principal amount of (x) any Domestic Deposit Account or any LIBO Deposit Account other than on an Interest Payment Date with respect to such Deposit Account or (y) any Fixed Deposit Account or any Existing Fixed Deposit Account on any date other than the date which is (or would be, if such payment occurs prior to the Reconciliation Date) scheduled for payment pursuant to Section 4.01, the Central Bank shall, upon demand by such Bank (with a copy of such demand to the Agent), pay to the Agent for the account of such Bank any amounts required to compensate such Bank in the Deposit Currency of such Bank for any additional losses, costs or expenses which it may reasonably incur as a result of such payment, including, without limitation, any loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by any Bank to fund or maintain such Deposit Account. Each demand for payment under this Section 12.05(b) shall be accompanied by the demanding Bank's certificate as to the amount of such expenses, costs or losses (and specifying in reasonable detail the reason therefor and the calculation thereof) submitted to the Central Bank and the Agent by such Bank, which certificate shall be prima facie evidence thereof.

(c) Subrogation. If any Bank pays any amount which the Central Bank or the Guarantor is obligated to pay to the Agent or any member of the Bank Advisory Committee for Brazil hereunder, such Bank shall be subrogated to the rights of the Agent or such member of the Bank Advisory Committee for Brazil (as the case may be) against the Central Bank or the Guarantor in respect of such amount. Nothing in this Section shall relieve the Central Bank or the Guarantor of any liability under this Agreement to any party hereto.

SECTION 12.06. Judgment. (a) Conversion of Currency. If for the purpose of obtaining judgment in any court or an arbitral award it is necessary to convert a sum due hereunder in any currency (the "Agreement Currency") into another currency (a "Judgment Currency"), the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in

accordance with normal banking procedures the Agent could purchase the Agreement Currency with such Judgment Currency on the Business Day preceding that on which final judgment or award is given.

(b) Obligation to Pay Agreement Currency. The obligation of the Central Bank or the Guarantor in respect of any sum due from it hereunder in the Agreement Currency to any Bank or the Agent shall, notwithstanding any judgment or award in a Judgment Currency, be discharged only to the extent that on the Business Day following receipt by such Bank or the Agent (as the case may be) of any sum adjudged or determined to be so due in such Judgment Currency such Bank or the Agent (as the case may be) may in accordance with normal banking procedures purchase the Agreement Currency with such Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due (as determined by applying the rule of subsection (a) above) to such Bank or the Agent (as the case may be) in the Agreement Currency, the Central Bank and the Guarantor agree, as a separate obligation and notwithstanding any such judgment, to indemnify such Bank or the Agent (as the case may be) against such loss, and if the amount of the Agreement Currency so purchased exceeds the sum originally due to any Bank or the Agent (as the case may be) in the Agreement Currency, such Bank or the Agent (as the case may be) agrees promptly to remit to the Central Bank or the Guarantor, as may be appropriate, such excess.

(c) No Adverse Change in Regulations. The Central Bank will not amend its regulations or adopt any new regulation if the effect of such amendment or new regulation would be to affect adversely the rights of any Bank under this Section 12.06.

SECTION 12.07. Jurisdiction; Immunities.

(a) Consent to Jurisdiction.

(i) The Central Bank hereby irrevocably submits to the non-exclusive jurisdiction of any New York State or Federal court sitting in New York City, the High Court of Justice in London and of any competent Federal court in Brazil in any action or proceeding arising out of or relating to this Agreement, and the Central Bank hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court or in such Federal court, or in the High Court of Justice in London or in such Federal court in Brazil. The Central Bank hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

(ii) The Central Bank hereby irrevocably appoints (A) Banco do Brasil S.A. (the "New York Process Agent"), with an office on the date hereof at 550 Fifth Avenue, New York, New York 10036, United States, as its agent to receive on behalf of itself and its property service of copies of the summons and complaint and any other process which may be served in any such action or proceeding brought in such New York State or Federal court sitting in New York City and (B) Banco do Brasil S.A. (the "London Process Agent"), with an office on the date hereof at 15-17 King Street, London EC2 P2NA, England, as its agent to receive on behalf of itself and its property service of copies of the summons and complaint and any other process which may be served in any such action or proceeding brought in the High Court of Justice in London. The Central Bank covenants and agrees that it shall take any and all reasonable action to cause such agents to continue to act as agents, and if either of such agents shall not be maintained, the Central Bank covenants and agrees that it will appoint without delay another such agent reasonably satisfactory to the Agent and shall promptly deliver to the Agent evidence in writing of such other agent's acceptance of such appointment, substantially in the form of Exhibit XVII which shall, if necessary, include a waiver by such agent of any immunity, sovereign or otherwise, which it may have with respect to any service of process. Nothing contained in this clause (ii) or in subsection (b) of this Section 12.07 shall constitute a consent for the purposes of subsection (c) below.

(iii) Such service of process may, to the extent permitted by applicable law, be made by mailing or delivering a copy of such process to the Central Bank in care of the appropriate Process Agent at such Process Agent's above address, and the Central Bank hereby irrevocably authorizes and directs each Process Agent to accept such service on its behalf.

(iv) The Central Bank agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Other Rights Not Affected. Nothing in this Section shall affect the right of any Bank or the Agent to serve legal process in any other manner permitted by law or affect the right of any Bank or the Agent to bring any action or proceeding against the Central Bank or its property in the courts of other jurisdictions.

(c) Immunities. To the extent that the Central Bank has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, the Central Bank hereby irrevocably waives such immunity in respect of its obligations under this Agreement and, without limiting the generality of the foregoing, consents generally for the purposes of the State Immunity Act of 1978 of the United Kingdom to the giving of any relief or the issue of any process. The foregoing waiver and consent are intended to be effective to the fullest extent now or hereafter permitted by applicable law of any jurisdiction in which any suit, action or proceeding with respect to this Agreement may be commenced; provided, however, that such waiver of immunity and consent with respect to its property shall be effective with respect to property only if it is not held for the Central Bank's own account or if it is used in commercial activities.

(d) Entire Agreement. Subsection (c) of this Section 12.07 which, to the extent permitted by the applicable law referred to therein, is to be construed in accordance with Section 12.11, sets forth the entire agreement of the parties hereto with respect to the subject matter thereof and supersedes all prior agreements, understandings, arrangements and communications, whether oral or written, with respect to such subject matter.

SECTION 12.08. Disputes Between the Guarantor and the Banks; Jurisdiction over the Guarantor. (a) Arbitration.

(i) If any dispute, difference or question relating to the performance, interpretation or construction of this Agreement (otherwise than pursuant to legal proceedings instituted against the Guarantor in the Federal courts of Brazil) shall arise with respect to a claim or demand for payment by the Guarantor under this Agreement, between, on the one hand, one or more of the Banks and/or the Agent (the Person or Persons having made such claim or demand being herein collectively called the "Payee") and, on the other hand, the Guarantor, either the Payee, on the one hand, or the Guarantor, on the other hand (the "Referring Party"), may, by written notice (the "Referral Notice") to the other party (the "Other Party"), refer such dispute, difference or question to arbitration, whereupon the Other Party (upon receipt of the Referral Notice) and the Referring Party shall be obligated to refer such dispute, difference or question to arbitration proceedings as set forth herein. The Referral Notice shall describe the nature of such

dispute, difference or question and request the formation of an arbitral tribunal for the purposes of such arbitration.

(ii) Such arbitral tribunal shall consist of three arbitrators (each of whom shall be fluent in English), one appointed by the Referring Party and one by the Other Party (the party appointing each such arbitrator to notify the other of the name of such arbitrator within ten days of the date of the Referral Notice). The arbitrators so selected shall within twenty days of the date of the Referral Notice agree on a third arbitrator, who may be (but need not be) of the same nationality as any of the parties to the arbitration, and who shall be a practicing member of the bar of the State of New York. If any of the arbitrators shall not be appointed within the time limits specified above, such arbitrator shall be appointed by the President of the World Bank at the request of any party; provided, however, that if the President of the World Bank shall decline or fail, within twenty days, to make such an appointment, then such arbitrator shall be appointed by the President or Vice President, for the time being, of The Chartered Institute of Arbitrators, presently located at 75 Cannon Street, London, England.

(iii) Unless otherwise agreed by the parties to the arbitration, all hearings shall be held and all submissions shall be made by the parties within thirty days of the date of the selection of the third arbitrator and the decisions of the arbitrators shall be made within ten days of the later of the date of the closing of the hearings or the date of the final submissions by the parties.

(iv) Except as otherwise provided herein, and to the extent consistent with circumstances, arbitration proceedings hereunder shall be governed by Articles 41-43, 45, 47-48 and 60-61 of the Convention on the Settlement of Investment Disputes between States and Nationals of Other States. In case of conflict or inconsistency between any of the provisions of this Agreement and said Convention, any Article thereof or any of the Rules referred to in Article 44 of said Convention, the provisions of this Agreement shall be controlling, notwithstanding any mandatory provision in said Convention (including said Article 44) or said Rules to the contrary. Such arbitration proceedings, including the rendering of the arbitral decision, shall take place in New York, New York and the language of such proceedings (including written submissions by the parties) shall be English. Any arbitral tribunal

established hereunder shall state the reasons for its decisions in writing and shall make such decisions entirely on the basis of the substantive law specified in Section 12.11 and not on the basis of the principle of ex aequo et bono or otherwise. The decision of any such arbitral tribunal shall be final to the fullest extent permitted by law and a court judgment may be entered thereon.

(v) The Guarantor agrees that in any such arbitration it will not raise any defense which it could not raise but for the fact that it is a sovereign state, and further agrees that application may be made for judicial acceptance of such a decision and an order of enforcement to any court lawfully entitled to accept such decision and issue such order, for which purpose the Guarantor hereby waives all defenses of immunity (whether on the basis of sovereignty or otherwise). No arbitration proceedings hereunder shall be binding upon or in any way affect the rights or interests of any party other than the Referring Party and the Other Party with respect to such arbitration.

(b) Waiver of Immunities. To the extent that the Guarantor is or becomes entitled to any immunity from any judicial proceedings or from execution of judgment in Brazil (except for the limitation on alienation of public property referred to in Article 67 of the Civil Code of Brazil) or from the enforcement therein of any arbitration decision on the grounds of sovereignty or otherwise in respect of any matter arising out of or relating to its obligations under this Agreement, the Guarantor does hereby and will irrevocably and unconditionally agree not to plead or claim any such immunity with respect to its obligations or any other matter under or arising out of or in connection with this Agreement. The Guarantor hereby agrees that any action or proceeding with respect to this Agreement may be brought against it in any competent federal court in Brazil.

SECTION 12.09. Binding Effect. (a) Execution and Effectiveness of this Agreement. This Agreement is being executed on the date of this Agreement simultaneously by the Central Bank, the Guarantor, the Agent and Banks (including members of the Bank Advisory Committee for Brazil) and is binding on and effective against each such party as of the date of this Agreement. Upon execution of this Agreement by other Banks, this Agreement shall be binding on and effective against each such other Bank as of the date of this Agreement. This Agreement shall inure to the benefit of each party hereto and its respective successors or permitted assigns.

(b) Termination. This Agreement and all rights, obligations and duties of the parties hereunder shall terminate on the day which is three calendar months after the date of this Agreement if the Initial Credit Date shall not have occurred prior to such day; provided that such termination date may be extended to a day which is more than three but not more than six calendar months after the date of this Agreement with the consent of the Agent in its sole discretion and may be further extended to a day which is more than three but not more than nine calendar months after the date of this Agreement with the consent of the Agent in its sole discretion; provided further that such termination date may be further extended with the consent of 100% of the Banks which have signed this Agreement.

(c) Survival. Without prejudice to the survival of any other agreement of the Central Bank or the Guarantor hereunder, the agreements of the Central Bank contained in Sections 5.07, 5.08 and 12.05, the agreements of the Guarantor contained in Article IX and the agreements of the Banks contained in Section 11.05 shall survive any termination of this Agreement with respect to the period preceding any such termination and the payment in full of the Deposit Accounts and interest thereon.

SECTION 12.10. Assignments; Lending Office. (a) Neither the Central Bank nor the Guarantor shall assign its respective rights or obligations under this Agreement.

(b) Any Bank may, at its own expense, at any time assign to any Person (an "Assignee") all or part of, or any interest in, any Deposit Account opened in its name; provided, that,

(i) the Central Bank and the Agent shall treat such Bank as a Bank named herein for all purposes until the thirtieth day after the date on which the Central Bank and the Agent shall have received, in respect of all or part of, or an interest in, such Deposit Account, (A) an Assignment Notice signed by such Bank and (B) an Agreement to be Bound signed by the Assignee, and any such Agreement to be Bound by a non-financial institution shall contain a notice, for the benefit of the Central Bank and the Guarantor, that the assigned Deposit Account (or part thereof or interest therein) may be subject to restructuring as if such non-financial institution Assignee were a financial institution. Upon receipt of such Assignment Notice and Agreement to be Bound, the Central Bank will (x) take such action as may be required to register such assignment on its books in the name of such Assignee and (y) will create a Deposit Account or make a Credit to the appropriate Deposit Account of such

Assignee in the amount of the assignment, such registration and Credit or Deposit Account to be effective as of the date specified in such Assignment Notice and Agreement to be Bound; provided that, if the thirtieth day referred to in this clause (i) occurs within the twenty-one days prior to an Interest Payment Date, the Central Bank and the Agent shall not be required to recognize any assignment in the manner set forth in this clause (i) until after such Interest Payment Date; provided, further, that the operation of the preceding proviso shall not have the effect of extending the period of non-recognition after receipt of an Assignment Notice and Agreement to be Bound beyond fifty-one days;

(ii) notwithstanding anything to the contrary, an Assignee of a Deposit Account or of a part thereof or an interest therein shall be bound by any and all elections with respect to such Deposit Account made by the assignor thereof or of any part thereof or interest therein which have become effective prior to receipt by the Central Bank and the Agent of the relevant Assignment Notice and Agreement to be Bound;

(iii) on and after the thirtieth day referred to in clause (i) above, all payments in respect of the assigned Deposit Account or part thereof or interest therein shall be made to the Assignee and all payments in respect of any unassigned part of or interest in such Deposit Account shall be made to such Bank, and the Assignee shall become (w) a "Bank" for all purposes hereof and (x) a direct creditor of the Central Bank for all purposes with respect to the assigned Deposit Account or part thereof or interest therein, and the assigning Bank shall cease to be (y) a "Bank" for all purposes hereof and (z) a direct creditor of the Central Bank for all purposes with respect to the assigned Deposit Account or part thereof or interest therein; and

(iv) if the assigning Bank is a Designated Bank and the Assignee is not a Designated Bank, the Interest Periods for any Deposit Account (or portion thereof) assigned shall continue to be determined as if such Assignee were a Designated Bank until the first day from and including the thirtieth day referred to in clause (i) above, occurs which is an Interest Payment Date for such Assigned Deposit Account and an Interest Payment Date for Deposit Accounts held by non-Designated Banks bearing interest at the same rate as such assigned Deposit Account, whereupon Interest Periods for such assigned Deposit Account shall have a duration equal to that of Interest Periods for Deposit Accounts held by

In compliance of A.P. 2)

non-Designated Banks bearing interest at the same rate as such assigned Deposit Account.

Nothing in this Section 12.10 shall prevent any Bank from granting participations in its rights under this Agreement.

(c) As used in this Section, "assign" means assign or otherwise transfer, whether or not resulting, as a matter of law, in the assignee or transferee being a direct creditor of an obligor, and "assignment" has a correlative meaning.

(d) Upon or prior to the execution of this Agreement each Bank shall confirm or advise the Agent of the identity of the relevant Lending Office of such Bank, and the Agent shall notify the Central Bank of each such Lending Office. Any Bank may at any time change its Lending Office by giving notice to the Central Bank and the Agent designating a different office of such Bank (or its Affiliate) as the Lending Office of such Bank for purposes of this Agreement; provided, however, that the Central Bank shall not be obligated under Section 5.07 to make any greater payment to a Bank which changes any Lending Office pursuant to this Section than such Bank would have been entitled to receive if its Lending Office had not been changed unless such Lending Office was changed (i) with the Central Bank's prior written consent, which expressly refers to this Section 12.10(d) or (ii) at a time when the circumstances giving rise to such greater payment did not exist.

(e) Upon the assignment in accordance with the provisions with respect to assignments set forth in this Section 12.10 of all or a portion of an extension of credit made with a Relending Disbursement, the assignor Bank shall assign a corresponding portion of its rights and obligations under this Agreement (including, without limitation, its obligation to redeposit the repayments of the principal of all or the assigned portion of such extension of credit) and, upon such assignment of such rights and obligations, shall deliver a notice to the Central Bank, whereupon the Central Bank and such Bank shall notify the Agent of the particulars of such assignment. The Central Bank shall make the appropriate adjustments to the Relending Records of the assignor and the Assignee, and, if such assignment occurs after the Reconciliation Date, to the principal payment schedules of the assignor and the Assignee.

SECTION 12.11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, United States.

SECTION 12.12. Obligations of the Banks Several. The obligations of the Banks hereunder are several. The failure of any Bank to carry out its obligations hereunder shall not relieve (i) the Central Bank or the Guarantor of any of its respective obligations hereunder to the Agent or any other Bank or (ii) any other Bank or the Agent of any of its respective obligations hereunder, nor shall any Bank or the Agent be responsible for the obligations of, or any action taken or omitted by, any other Bank hereunder. The amounts payable at any time hereunder to each Bank shall be a separate and independent debt and each Bank shall be entitled to protect and enforce its rights arising out of this Agreement, and it shall not be necessary for any other Bank or the Agent to be joined as an additional party in any proceedings for such purpose.

SECTION 12.13. Calculation to Nearest Currency Unit. Whenever any payments are to be made ratably or any amount is to be divided equally, such proration or division shall be calculated to the nearest integral unit of the Deposit Currency in which such calculation is to be made.

SECTION 12.14. Characterization of Deposit Accounts. The characterization herein of the Deposit Accounts as "Deposit Accounts" shall not prevent or affect the characterization under applicable laws by a Bank of any Deposit Account opened in its favor as any other type of debt obligation, including the characterization by a Bank of a Deposit Account opened in its favor as a loan.

SECTION 12.15. Execution in Counterparts; Severability. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Two complete sets of counterparts shall be delivered to the Central Bank, one complete set of counterparts shall be delivered to the Guarantor and two complete sets of counterparts shall be delivered to the Agent. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall not, to the fullest extent permitted by applicable law, invalidate or render illegal or unenforceable such provision in any other jurisdiction or with respect to any other party.

SECTION 12.16. Entire Agreement; Solely for Benefit of Parties. Without limiting the effect of Section 12.07(d), this Agreement (i) sets forth the entire agreement of the parties hereto with respect to the subject matter hereof

(other than as to the agency fee letter referred to in Section 3.01 and the Bank Advisory Committee for Brazil letter referred to in Section 12.05) and supersedes all prior agreements, understandings, arrangements and communications, whether oral or written, in respect thereof, and (ii) is solely for the benefit of the parties hereto, and no other Person shall be entitled to rely on, or is intended to receive any benefit under, this Agreement.

SECTION 12.17. Table of Contents and Section Headings. The table of contents and the headings herein are intended for convenience only and shall be ignored in construing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials, officers or agents thereunto duly authorized, as of the date first above written.

THE CENTRAL BANK

BANCO CENTRAL DO BRASIL

Witnessed:

By _____

By: _____

By _____

THE GUARANTOR

REPUBLICA FEDERATIVA DO
BRASIL

By: _____

THE AGENT

CITIBANK, N.A.

By: _____

ANNEX A

DEPOSIT CURRENCIES AND TYPES OF DEPOSIT ACCOUNTS

1	2	3	4	5
<u>of Bank</u>	<u>Lending Office</u>	<u>Deposit Currency or Currencies</u>	<u>Type of Deposit Account or Accounts</u>	<u>Election for Existing Fixed Rate Deposit</u>
		(1)	(2)	(3)

List all Deposit Currencies in which Deposit Accounts may be denominated (i.e. in which Interim Deposits, Existing DFA Deposits and Items of Affected Debt are denominated) with the symbol "" before the Deposit Currency that each Bank has selected as its Home Currency.

Specify type of Deposit Account for each Deposit Currency listed in column 3.

NOTE: For each Deposit Currency in which an Existing Fixed DFA Deposit may be denominated under the applicable Deposit Facility Agreement, an EXISTING FIXED DEPOSIT ACCOUNT will be AUTOMATICALLY specified by the Agent UNLESS the Bank in whose favor the Existing DFA Credit in respect of such Existing Fixed DFA Deposit will be made EXPRESSLY REJECTS such type of Deposit Account from this Annex A. If a Bank expressly rejects such Existing Fixed Deposit Account, such Bank shall not be entitled to, and waives its right to, any payment of any amount to compensate such Bank for any damages, losses, costs or expenses incurred as a result of the breaking or refixing of the Existing Fixed Rate Period with respect to the related Existing Fixed DFA Deposits.

ANNEX B

CERTAIN EXTERNAL INDEBTEDNESS EXCLUDED FROM AFFECTED DEBT

<u>Issuer</u>	<u>Currency Original Principal Amount and Date of Issue</u>	<u>Manager</u>
ELETROBRAS-Centrals Eletricas Brasileiras S.A.	Yen 10,000 Million, 1978	The Bank of Tokyo,
LIGHT Servicos de Eletricidade S.A.	DM 125 Million, 1980 Gironzentrale	Westdeutsch Landesbank
BNCC-Banco Nacional de Credito Cooperativo	Yen 10,000 Million, 1981	Long-Term Credit Bank of Japan
USIMINAS - Usinas Siderurgicas de Minas Gerais S.A.	Yen 10,000 Million, 1982	The Bank of Tokyo,
NUCLEBRAS-Empresas Nucleares Brasileiras S.A.	DM 125 Million, 1982	Deutsche Bank A.G.
CVRD-Companhia Vale do Rio Doce 1982	Yen 5,000 Million,	Nomura Securities
BNDES-Banco Nacional do Desenvolvimento Economico e Social	U.S. \$25 Million, 1973	The Bank of Tokyo,

ANNEX C

CERTAIN ECONOMIC REPORTING REQUIREMENTS

A. General Economic Reporting

(1) Within ninety days following the end of each calendar quarter, a report (a "Report") in the form and with such scope and completeness as the 1988 Information Memoranda. Each Report will contain detailed historical financial and statistical information for the latest relevant quarter and preceding periods as appropriate together with relevant explanation, and will include, without limitation, the following:

(A) Data on internal economic activity (growth, wages, industrial and agricultural production, prices and inflation) (substantially as presented in the 1988 Information Memoranda in nine tables);

(B) Data on monetary variables and policy (substantially as presented in the 1988 Information Memoranda in six tables);

(C) Data on public finances (substantially as presented in the 1988 Information Memoranda in nine tables); and

(D) Data on the external sector (trade and capital flows, international reserves, debt, etc.) (substantially as presented in the 1988 Information Memoranda in twenty-four tables).

(2) Each Report will reflect such substantive additions to or deletions of the economic data and information currently furnished in the 1988 Information Memoranda as shall be agreed from time to time in writing by the Central Bank and at least 50% of the Banks.

(3) Each Report due by December 31 of each calendar year will include appropriate trends and forecasts of key economic variables for the subsequent year as to each of the following terms with all material relevant explanations in reasonable detail (including explicit descriptions of any policy changes contemplated in order to reach the forecasted levels and the assumptions about the behavior of such variables). Such trends and forecasts should comprise, without limitation:

(A) Real growth and inflation

(B) Budget deficit (on nominal and operational definitions) and summary of the "unified budget" for such subsequent year

(C) Balance of trade, current account

(D) Anticipated sources and uses of foreign financial resources necessary to meet the requirements of the overall balance of payments for such year

(E) Level of international reserves and balance of payments reserves

Each Report due in such subsequent year will describe (with material relevant explanation in reasonable detail) any subsequent modifications or adjustments in such trends and forecasts during the course of such year.

(4) Within thirty days after the commencement of any litigation or administrative or arbitration proceeding of the kind described in each New Money Facility and in the Multi-Year Deposit Facility Agreement, a detailed report of the nature and probable outcome thereof.

(5) Promptly upon request, such other financial, statistical and general information about the Guarantor or the Brazilian economy as any Bank through the Agent may from time to time reasonably request and such other information respecting the condition or operations, financial or otherwise, of the Central Bank or the Guarantor as any Bank through the Agent may from time to time reasonably request.

B. IMF Reporting During an IMF Arrangement

(1) Within five days of the Initial Credit Date of the Multi-Year Deposit Facility Agreement, a schedule detailing quarterly or similar periodic targets or ceilings for the relevant period under any IMF Standby or Extended Fund Arrangement (each an "IMF Arrangement") in effect.

(2) As soon as available, and to the extent not specifically prohibited by the IMF, the final IMF staff report prepared in connection with such IMF Arrangement.

(3) Within five days of submission to the IMF, end-of-calendar-quarter data on the items included in the schedule described in B(1) above.

(4) Within five days of approval by the IMF, notification of such agreed modification of IMF performance requirements included in the schedule described in B(1) above.

(5) Within five days of submission to the IMF, all appropriate information made available to the IMF and, within five days of receipt from the IMF and, to the extent not specifically prohibited by the IMF, all reports on Brazil by the IMF staff.

ANNEX D

ARTICLE IV PROCEDURES

Article IV of the Articles of Agreement of the International Monetary Fund (the "IMF" or the "Fund") provides that member countries regularly carry out consultations with the Fund on an annual basis. The Fund staff prepares and submits to the IMF Executive Board a comprehensive report on each Article IV consultation. Brazil will request from the IMF an enhancement of these consultations as set forth below, in order to complement the country's own procedures for assessing its economic performance and the implementation of economic and financial policies. In order to facilitate the Article IV consultations Brazil and the Fund will exchange views on a regular basis on all matters relevant to such consultations.

In the context of Brazil's Article IV consultations, Brazil will request the staff of the IMF to review and appraise the country's economic and financial progress during the previous year and appraise the economic objectives, policies and projections of the Government for the forthcoming year. The Brazilian authorities will provide all reasonable assistance and information required by the staff of the IMF to conduct these reviews.

Brazil will request the Fund staff to include in its annual Article IV consultation report a summary of the discussions between Brazil and the Fund on the country's financial and economic policies and the staff's appraisal of these policies. This report will cover the items of economic policy and objectives listed in Attachment 1 to this Annex. In evaluating the performance of the Brazilian economy, particular attention will be paid in this report to the effect of economic policies being pursued by the Government, to changes in external developments which could affect economic performance, to the evolution of the country's balance of payments and to the viability of Brazil's external payments position. The Fund staff will prepare its annual report for submission to the Executive Board within the time frame established by normal Fund procedures for such reports.

To assist the Government with this process, Brazil will request that the Fund staff make a mid-year visit to Brazil in each year to conduct mid-year consultations on the Brazilian economy and to prepare a report based on these consultations. This report will address the progress

achieved in the implementation of Brazil's economic policies. It will evaluate the performance of the Brazilian economy essentially on the same basis as described above for the annual Article IV report and will contain a description of the country's main economic developments, a summary of the policy discussions with the Brazilian authorities and the conclusions reached by the Fund staff in its evaluation.

Brazil will, to the extent not specifically prohibited by the IMF, provide the Banks with copies of all reports received by Brazil from the IMF as such reports become available, insofar as they relate to matters of appropriate concern to the Banks. The reports to be provided shall in all events include the reports specifically referred to in the preceding paragraphs.

ATTACHMENT 1 TO ANNEX D

A. Economic policies:

1. Fiscal policy
2. Monetary and credit policy, including:
 - (a) exchange rate policy
 - (b) interest rate policy
 - (c) administered price policy
 - (d) wage policy
 - (e) income policy
 - (f) internal debt management
3. Foreign financing policy

B. Macroeconomic objectives for:

1. Growth of real GDP
2. Inflation
3. Balance of payments:
 - (a) trade and current account (with special reference to export and import trends)
 - (b) external financing flows
 - (c) public and private sector external debt
4. Fiscal policy:
 - (a) public receipts
 - (b) savings in public and private sectors
 - (c) public sector deficit

ANNEX E

FORM OF CERTIFICATE OF BRAZIL WITH RESPECT
TO DOCUMENTS COMPRISING THE IMF SUPPORTED PROGRAM

Reference is made to the

(i) Multi-Year Deposit Facility Agreement dated as of September 22, 1988 among Banco Central do Brasil (the "Central Bank"), Republica Federativa do Brasil ("Brazil"), Citibank, N.A., as Agent, and others, and to Section 8.02(d)(iii) thereof;

(ii) Parallel Financing Agreement dated as of September 22, 1988 among the Central Bank, Brazil, Citibank, N.A., as Agent, and others, and to Section 8.02(d)(iii) thereof; and

(iii) Commercial Bank Cofinancing Agreement dated as of September 22, 1988 among Brazil, the Central Bank, Citibank, N.A., as Agent, and others, and to Section 8.01(d)(iii) thereof.

I, _____ [name and office of authorized official], do HEREBY CERTIFY that pages 13 through 47 of volume 17 of "Brazil: Economic Program", dated June, 1988, contain the documentation in connection with the IMF supported program, including the transmittal letter to the IMF in connection therewith, the statement of economic policy that is the basis for Brazil's agreement with the IMF and a detailed summary of the IMF supported program.

IN WITNESS WHEREOF, I have signed this certificate
this ___ day of _____, 1988.

REPUBLICA FEDERATIVA DO BRASIL

By: _____
Title: _____

ANNEX F

PERMITTED LIENS

1. Liens on International Monetary Assets in favor of the Bank for International Settlements or other multinational monetary authorities or central banks or treasuries of sovereign states other than the Guarantor or any combination of the foregoing securing extensions of credit the duration of which does not exceed one year.
2. Liens on property acquired (or deemed to be acquired) under a financial lease, or claims arising from the use or loss of or damage to such property, provided that (a) each such Lien secures only rentals and other amounts payable under such lease and (b) such property was not owned by the person creating such Lien at any time prior to becoming subject to such lease unless at the time of the acquisition of such property contractual arrangements contemplated that such lease would be executed.
3. Liens arising by operation of law (and not pursuant to any agreement) which have not been foreclosed or otherwise enforced against the properties to which they apply.
4. Liens arising in connection with contracts entered into substantially simultaneously for sales and purchases at market prices of precious metals or government securities.
5. Liens in existence on September 4, 1986 provided that (a) such Liens remain confined to the properties currently affected thereby and properties which become affected by such Liens under contracts in effect on the date of this Agreement and (b) such Liens secure or provide for the payment of only those obligations so secured or provided for on the date of the Agreement or any refinancing of such obligations.
6. Liens upon property securing the payment of the purchase price of such property or to secure External Indebtedness incurred solely for the purpose of financing the acquisition of such property; and any renewal or extension of any such Lien which is limited to the original property covered thereby and which secures solely any renewal or extension of the original secured financing.

7. Liens existing on such property at the time of its acquisition and any renewal or extension of any such Lien which is limited to the original property covered thereby and which secures solely any renewal or extension of the original secured financing; provided that the aggregate principal of the External Indebtedness secured by the Liens referred to in clause (6) above and this clause (7) does not exceed 120% of the purchase price of such property at any time outstanding.

8. Liens which arise pursuant to any order of attachment, distraint or similar legal process arising in connection with court proceedings so long as the execution or other enforcement thereof is effectively stayed and the claims secured thereby are being contested in good faith by appropriate proceedings, provided that any such Lien is released or discharged in any case within one year of its imposition.

9. Liens securing or providing for the payment of External Indebtedness incurred in connection with any Project Financing, provided that the properties to which any such Lien applies are (A) properties which are the subject of such Project Financing or (B) revenues or claims which arise from the operation, failure to meet specifications, exploitation, sale or loss of, or damage to, such properties (as used in this paragraph 9, "Project Financing" means any financing (but not a refinancing) of the acquisition, construction or development of any properties in connection with a project if the Person or Persons providing such financing expressly agree to look to the properties financed and the revenues to be generated by the operation of, or loss of or damage to, such properties as the principal source of repayment for the moneys advanced and have been provided with a feasibility study prepared by competent independent experts on the basis of which it was reasonable to conclude that such project would generate sufficient foreign currency income to repay substantially all of the principal of and interest on all External Indebtedness incurred in connection with such project).

10. Liens arising in the course of ordinary commercial banking transactions (and expiring within one year thereafter) to finance the importation or exportation of goods or services into or from Brazil.

11. Liens arising out of the establishment of margin deposits and similar securities in connection with interest rate and foreign currency hedging operations.

12. Liens arising on past due trade receivables in connection with the incurrence of External Indebtedness, provided that the equivalent in U.S. Dollars (determined as of the date of incurrence of such External Indebtedness) of the aggregate principal amount of External Indebtedness incurred in any calendar year (other than refinancings of previously incurred External Indebtedness so secured to the extent that such refinancings do not increase the equivalent in U.S. Dollars of the aggregate principal amount of such External Indebtedness) secured thereby shall not exceed (A) U.S.\$100,000,000 in 1988 and (B) U.S.\$100,000,000 in any year thereafter, provided further that immediately after giving effect to the incurrence of any External Indebtedness secured thereby, the equivalent in U.S. Dollars of the aggregate principal amount of External Indebtedness secured thereby shall not exceed U.S.\$200,000,000 at any one time outstanding.

13. Liens in addition to those permitted by paragraphs 1 through 12 above, provided that the aggregate amount of the External Indebtedness secured by such additional Liens shall not at any time exceed (A) the equivalent of U.S.\$150,000,000, in 1988, (B) U.S.\$200,000,000 in 1989, and (C) U.S.\$250,000,000 in each calendar year thereafter.

14. The renewal or extension of any Lien described in paragraphs 2 through 12 above with respect to the same property theretofore subject thereto (without increasing the principal amount of the External Indebtedness secured thereby and for a period of time coterminous with that of the External Indebtedness it secures) and Liens on any property, assets or revenues granted in substitution for other Liens on the same property, assets or revenues which are described in paragraphs 2 through 12 above, provided that (a) at the date of creation of such substituted Lien, the equivalent in U.S. Dollars of the amount secured by such substituted Lien is being substituted, and (b) such substituted Lien may secure External Indebtedness only if such original Lien secured External Indebtedness.

15. Other Liens created with the consent of more than 50% of the Banks.

ANNEX G
RELENDING

A. General.

Banks parties to the Multi-Year Deposit Facility Agreement and/or the Parallel Financing Agreement (together, the "Agreements") may at any time during the term of each such Agreement use amounts deposited with the Central Bank in Deposit Accounts pursuant to the Multi-Year Deposit Facility Agreement and Advances extended pursuant to the terms of the Parallel Financing Agreement for Relending Disbursements for the purpose of the extension of credit to private and public sector Brazilian borrowers, subject to the applicable terms and conditions contained in each such Agreement and in this Annex. Except as otherwise defined herein, terms used in this Annex are used as defined in the Multi-Year Deposit Facility Agreement or the Parallel Financing Agreement (as the case may be).

B. Quotas; Application and Approval Procedures.

1. Introduction.

The following provisions will apply to the availability of amounts under the Agreements to Banks parties thereto for the extension of credit pursuant to the terms thereof to private and public sector Brazilian borrowers.

2. Private Sector Relendings.

(a) Private Sector Quotas.

The minimum amounts that shall be made available by the Central Bank under the Agreements for Relending Disbursements to private sector Brazilian borrowers shall be:

(A) 1988 Amount to be Available in 1989. An amount equal to at least \$100 million for each full calendar month after the Initial Credit Date plus a pro rata portion of \$100 million for the balance of the calendar month in which the Initial Credit Date occurs (each of which amounts shall be cumulative

through December 31, 1988), shall be made available during each of the first six calendar months in 1989, as set forth in clause (B)(i)(x) below.

(B) 1989 and 1990.

(i) 1989.

(x) During each of the first six calendar months commencing January 1, 1989 and ending June 30, 1989, an amount equal to at least the sum of

(I) U.S. Dollars 125 million plus

(II) One-sixth of the aggregate amount determined in accordance with clause (A) above

shall be available, each of which monthly amounts shall be cumulative in such six-month period; and

(y) During each of the remaining six calendar months commencing July 1, 1989 and ending December 31, 1989, an amount equal to at least U.S. Dollars 125 million shall be available, each of which monthly amounts shall be cumulative in such six-month period; and

(ii) 1990.

During each calendar month in the calendar year 1990 commencing on January 1, 1990 an amount equal to at least U.S. Dollars 129.2 million shall be available, each of which monthly amounts shall be cumulative in the two six-month periods during each such calendar year commencing January 1 and ending June 30 and commencing July 1 and ending December 31.

(C) 1991 and Thereafter. During each calendar month in each calendar year beginning in 1991, and for each calendar year until the termination of both of the Agreements, an amount at least equal to one-twelfth of the aggregate principal amount of the maturities of External Indebtedness (including,

without limitation, the scheduled principal maturities of extensions of credit made with Relending Disbursements under either of the Agreements to private sector Brazilian borrowers and the amount of Resolution 63 repasses to such borrowers in each such calendar year) of all private sector Brazilian borrowers in each such calendar year shall be available in each such month, each of which monthly amounts shall be cumulative within each of the two six-month periods, as provided in (B)(ii) above, during each such calendar year.

(D) Increase in Quota Amounts. The Central Bank and Brazil shall increase the foregoing amounts to be made available for Relending Disbursements for the purpose of the extension of credit to private sector Brazilian borrowers in each year after the Initial Credit Date of the Multi-Year Deposit Facility Agreement to the extent such increase is consistent with Brazil's economic position. In particular the Central Bank shall increase such amounts to be made available to include as soon as prudently possible the amounts of private sector maturities during the years 1986, 1987 and 1988 that were not available prior to such Initial Credit Date for relending transactions.

(E) Applications. The foregoing minimum amounts shall apply on an aggregate basis to all Banks parties to either or both of the Agreements. The Central Bank shall process all applications by all such parties for extensions of credit to private sector borrowers on a first-in first-out basis and shall allocate approvals of such applications in accordance with the Private Sector Application Procedures set forth below.

(b) Private Sector Application Procedures.

Private Sector Relending Applications may be submitted (with approval being subject to paragraph 4 below) by a private sector borrower at any time after January 1, 1989. Upon receipt of a Private Sector Relending Application, the Central Bank will immediately stamp such Relending Application with the date and time of receipt thereof. Each Private Sector Relending Application will include the name of the Bank and the proposed borrower. The name of the Bank may not be changed or substituted after submission of such Private

Sector Relending Application. Private Sector Relending Applications submitted during any of the six-month periods described in paragraph 2(a) above that are not approved during such period will expire at the end of each such period.

(c) List of Applications.

Beginning on February 15, 1989, and for the entire term of each of the Agreements, the Central Bank shall furnish to each Bank (through the applicable Agent) by February 15, April 15, August 15 and October 15 in each year a list of all Private Sector Relending Applications submitted during the preceding month, including the identity of the Bank, the date and time of receipt of the Private Sector Relending Application and the amount thereof (but not the identity of the borrower).

(d) Private Sector Approval Procedures.

(i) Each Bank will be eligible for the approval of Private Sector Relending Applications in any six calendar month period commencing January 1, 1989, referred to in paragraph 2(a) above in an aggregate amount not in excess of one monthly quota amount applicable during such six-month period.

(ii) During the first three months in each of the six calendar month periods commencing January 1, 1989, the Central Bank will approve Private Sector Relending Applications submitted by borrowers with respect to extensions of credit with Relending Disbursements to be made by Banks that were original parties to the Parallel Financing Agreement, the Cofinancing Agreement, the New Money Trade Deposit Facility or the New Money Bond Subscription Agreement ("Original Participants") on a first-in first-out basis in an aggregate amount not in excess of U.S. Dollars 5 million for each Original Participant. Such Private Sector Relending Applications may be made with respect to amounts under either of the Agreements. During the three months remaining in each such six-month period, the Central Bank will approve Private Sector Relending Applications, giving priority first to Private Sector Relending Applications submitted during the first three months of any such six-month period by Original Participants in amounts not in excess of U.S. Dollars 5 million for each Original

Participant, second to Private Sector Relending Applications submitted by Original Participants in any amount (subject to sub-clause (i) of this clause (d)) and third to Private Sector Relending Applications submitted by other Banks (subject to sub-clause (i) of this clause (d)).

(iii) After December 31, 1991, Private Sector Relending Applications will be processed by the Central Bank on a first-in first-out basis, giving priority to applications submitted by Original Participants with respect to proposed Relending Disbursements to be made from amounts under either Agreement. Except as provided in this sub-clause (iii), the Central Bank's procedures for approval after such date may, but need not, include the limitations set forth in sub-clauses (i) and (ii) of this clause (d).

3. Public Sector Relendings.

(a) The Central Bank shall make available amounts from the Agreements to Banks for Relending Disbursements (subject to normal internal approval procedures) to public sector Brazilian borrowers, subject to the limitation that the aggregate amount so made available by the Central Bank for the extension of credit to any such borrower need not exceed for any calendar year an amount equal to the sum of (i) such borrower's principal maturities in such year of External Indebtedness owed to commercial banks, if any, and (ii) the total interest payable by such borrower during such year on all of its External Indebtedness.

(b) The Central Bank shall consider on a case-by-case basis requests by Banks for loans to public sector Brazilian borrowers to finance local costs.

(c) The Central Bank shall process all applications for extensions of credit to public sector borrowers on a first-in first-out basis.

4. Certification by Banks.

Each Bank which proposes to make an extension of credit with a Relending Disbursement from under either Agreement will be required to certify that it is in compliance with its commitments under the 1988 Interbank

and Trade Commitment Letters. Such Relending Disbursement shall also be subject to the compliance of such Bank with each of such commitments under the terms of the relevant Letter.

5. Effectiveness of Approvals.

Approvals for extensions of credit to be made with Relending Disbursements issued by the Central Bank shall be effective for fifteen days. In the case of a private sector relending, the expiration of any three-month period or six-month period shall not affect any such approval or the disbursement of any extension of credit in accordance therewith. In the event any extension of credit is not disbursed prior to the expiry of a relending approval, the amount thereof will be re-included in the amount available for any relevant period.

C. Terms of Relending Transactions.

The terms and conditions of each extension of credit made with a Relending Disbursement under either of the Agreements to a private or public sector Brazilian borrower (including, without limitation, the terms and conditions relating to principal amortization, interest rates and fees) shall be as agreed between any such Bank (or Banks, if a syndicated loan) and such borrower, subject to the following requirements:

1. Purpose.

Extensions of credit made with Relending Disbursements must be made in accordance with law and regulations in effect in Brazil at the time such credit is extended, provided, however, that no amounts made available as Relending Disbursements may be used to provide for import financing under Resolution No. 1485 dated May 25, 1988 of the Central Bank (other than the local costs portions of any such financing), to fund any Trade Credit, to fund any Interbank Outstandings or to fund any Eligible Trade Credit.

2. Interest and Expenses.

(a) Interest. Extensions of credit made with Relending Disbursements may bear interest at interest rates (including fixed interest rates) and margins as agreed between the Bank (or Banks) and the applicable borrower, provided that the Central Bank shall not withhold any approval or authorization of or related to a

relending application (whether a private or public sector application) or extension of credit to be made with a Relending Disbursement merely because such extension of credit incorporates an interest rate as follows:

(i) Private Sector Borrowers. For extensions of credit to be made with Relending Disbursements to private sector Brazilian borrowers (including Resolution 63 loans whether to public or private sector borrowers), up to 15/16% per annum over a London Interbank Offered ("LIBO") or domestic rate or at a comparable fixed rate, such LIBO or domestic rates to be equivalent to the LIBO and domestic rates included in the Agreements; and

(ii) Public Sector Borrowers. Except as provided in clause (i) above with respect to Resolution 63 Loans, for extensions of credit to be made with Relending Disbursements to public sector Brazilian borrowers (with or without a guaranty from Brazil), up to 13/16% per annum over a LIBO or domestic rate or at a comparable fixed rate, such LIBO or domestic rates to be equivalent to the LIBO and domestic rates included in the Agreements.

(b) Expenses. The Central Bank will approve in accordance with its normal practice amounts of expenses incurred in connection with the making, syndication, administration or enforcement of each Relending Disbursement and related extension of credit, whether or not such expenses are payable in a currency other than Cruzados.

3. Tenors and Grace Periods.

Tenors and grace periods for extensions of credit to be made with Relending Disbursements may be those agreed between the Bank and the borrower, subject to the limitations described below.

(a) Private Sector Relendings.

(i) Minimum Tenors.

(A) Multi-Year Deposit Facility Agreement Relending Disbursements. The lesser of seven years and the remaining tenor of such Agreement.

(B) Parallel Financing Agreement Relending Disbursements. The lesser of six years and the remaining tenor of such Agreement.

(C) Resolution 229. Extensions of credit made with Relending Disbursements with respect to which Part A of the certificate of registration of foreign currency indebtedness has a tenor that meets the applicable limitations with respect to minimum tenors set forth in (A) or (B) above may be made under Resolution 229 (or any successor thereto) for the purpose of extending credit for shorter tenors in accordance with the provisions of Resolution 229.

(ii) Grace Periods.

(A) Multi-Year Deposit Facility Agreement Relending Disbursements. Prior to December 31, 1993, at least five years.

(B) Parallel Financing Agreement Relending Disbursements. Prior to April 15, 1993, at least three years.

(b) Public Sector Relendings.

(i) Minimum Tenors. The lesser of twelve years or the remaining tenor of the Agreement from which such Relending Disbursement is made.

(ii) Grace Periods. Extensions of credit made from Relending Disbursements from the Multi-Year Deposit Facility Agreement prior to December 31, 1993 and from the Parallel Financing Agreement prior to April 15, 1993 to public sector Brazilian borrowers must, in each case, have grace periods of at least five years.

4. Amortizations; Payments.

Each agreement with respect to any extension of credit made with a Relending Disbursement may provide that any repayment of any extension of credit made prior to the Relending Redeposit or Readvance Termination Date (as defined in the Agreement from which the related Relending Disbursement was made) shall not be considered

paid by the borrower to the Bank entitled thereto until the Central Bank delivers a Redeposit or Readvance Confirmation Notice at the place designated for payments in such relending agreement.

5. Relending Documentation.

A Bank in favor of which a Relending Disbursement is made for purposes of an extension of credit to a borrower shall enter into customary foreign currency loan documentation with the proposed borrower, providing for, among other matters, the applicable terms and conditions described above.

6. Assignments.

Each agreement with respect to an extension of credit to a borrower shall provide that assignments of rights and benefits thereunder prior to the Relending Redeposit or Readvance Termination Date may only be made to Persons that are parties to or that agree to become bound by the terms of the Multi-Year Deposit Facility Agreement or the Parallel Financing Agreement, as the case may be and each such assignment shall meet the relevant requirements of the applicable Agreement.

ANNEX H

RETROACTIVE INTEREST RATE ADJUSTMENT AGREEMENT

1. Retroactive Interest Rate Adjustment Agreement.

This Annex sets forth the agreement of the parties to the Multi-Year Deposit Facility Agreement to give retroactive economic effect to certain interest rates on certain Existing DFA Deposits as herein provided. Terms defined in the Multi-Year Deposit Facility Agreement are used herein with such meaning except that the following terms shall have the following meanings for the purpose of this Annex.

"Adjusted Deposit" means each Existing DFA Deposit created and outstanding under the 1983 Deposit Facility Agreement, 1984 Deposit Facility Agreement, 1985 Deposit Facility Agreement, 1986 Deposit Facility Agreement or the Interim Arrangements.

"Domestic Rate Adjusted Deposit" means each deposit created and outstanding under the 1983 Deposit Facility Agreement or the 1984 Deposit Facility Agreement that bears interest as a Domestic Deposit under (and as defined in) either such agreement.

"Interest Change Date" means, with respect to each Adjusted Deposit, the first interest payment date for such Deposit under its existing agreement or Interim Arrangement occurring at least sixteen calendar days after the Initial Credit Date.

"Interim Arrangements" means the interim arrangements described in telexes dated December 22, 1986, March 31, 1987, June 29, 1987, September 30, 1987 and December 29, 1987 from the Central Bank to the International Financial Community relating to interim deposits opened by the Central Bank in respect of Affected Debt maturing after January 1, 1987 and on or before June 30, 1988.

"Margin Differential" means:

(i) for each Domestic Deposit (other than a Domestic Deposit denominated in Japanese Yen) under (and as defined in) the 1983 Deposit Facility Agreement, 1.0625% (1.875% - .8125%);

(ii) for each Domestic Deposit under (and as defined in) the 1983 Deposit Facility Agreement denominated in Japanese Yen, 0.7375% (1.55% - .8125%);

(iii) for each LIBO Deposit under (and as defined in) the 1983 Deposit Facility Agreement, 1.3125% (2.125% - .8125%);

(iv) for each Fixed Deposit (other than a Fixed Deposit denominated in Japanese Yen) under (and as defined in) the 1983 Deposit Facility Agreement, 1.3125% (2.125% - .8125%);

(v) for each Fixed Deposit under (and as defined in) the 1983 Deposit Facility Agreement denominated in Japanese Yen, 1.5325% (1.75% - .2175%);

(vi) for each Domestic Deposit (other than a Domestic Deposit denominated in Japanese Yen) under (and as defined in) the 1984 Deposit Facility Agreement, 0.9375% (1.750% - .8125%);

(vii) for each Domestic Deposit under (and as defined in) the 1984 Deposit Facility Agreement denominated in Japanese Yen, 0.6125% (1.425% - .8125%);

(viii) for each LIBO Deposit under (and as defined in) the 1984 Deposit Facility Agreement, 1.1875% (2% - .8125%);

(ix) for each Fixed Deposit (other than a Fixed Deposit denominated in Japanese Yen) under (and as defined in) the 1984 Deposit Facility Agreement, 1.1875% (2% - .8125%);

(x) for each Fixed Deposit under (and as defined in) the 1984 Deposit Facility Agreement denominated in Japanese Yen, 1.4325% (1.65% - .2175%);

(xi) for each Domestic Deposit and each LIBO Deposit under (and as defined in) the 1985 Deposit Facility Agreement, .3125% (1.125% - .8125%);

(xii) for each Fixed Deposit (other than a Fixed Deposit denominated in Japanese Yen) under (and as defined in) the 1985 Deposit Facility Agreement, .3125% (1.125% - .8125%);

(xiii) for each Fixed Deposit under (and as defined in) the 1985 Deposit Facility Agreement denominated in Japanese Yen, .3125% (.53% - .2175%);

(xiv) for each Domestic Deposit and each LIBO Deposit under (and as defined in) the 1986 Deposit Facility Agreement, .3125% (1.125% - .8125%); and

(xv) for each interim deposit under an Interim Arrangement, .3125% (1.125% - .8125%).

"Margin Differential Amount" means, for each Adjusted Deposit, an amount calculated as interest on such Deposit from January 1, 1988 to the Interest Change Date for such Deposit at a rate per annum equal to the Margin Differential for such Deposit and computed on the basis set forth in Section 3.06 of the Multi-Year Deposit Facility Agreement.

2. Adjustment for Margin Differential Amounts.

Notwithstanding any other provision of the Multi-Year Deposit Facility Agreement or any agreement or Interim Arrangement under which an Adjusted Deposit is outstanding, the amount of interest otherwise due and payable on each Adjusted Deposit on the Interest Change Date for such Deposit shall be reduced by the Margin Differential Amount for such Deposit.

3. Additional Adjustment on Domestic Rate Adjusted Deposits.

(i) Adjustment on Interest Change Date.

Notwithstanding any other provision of the Multi-Year Deposit Facility Agreement or any agreement under which a Domestic Rate Adjusted Deposit is outstanding, the amount of interest otherwise due and payable on each Domestic Rate Adjusted Deposit on the Interest Change Date for such Deposit shall be adjusted by the difference between the Domestic Rate Amount (as defined below) for such Deposit and the Adjustment Rate Amount (as defined below) for such Deposit. If the Domestic Rate Amount exceeds the Adjustment Rate Amount, the interest due on the Interest Change Date shall be reduced by the difference. If the Adjustment Rate Amount exceeds the Domestic Rate Amount, the interest due on the Interest Change Date shall be increased by the difference.

(ii) "Domestic Rate Amount" means, for each Domestic Rate Adjusted Deposit, an amount calculated as provided in clause (iv) below as interest on such Deposit at the applicable domestic rate under its existing agreement for the period from the first interest payment date for such Deposit in 1988 under

its existing agreement or Interim Arrangement to the Interest Change Date for such Deposit.

(iii) "Adjustment Rate Amount" means, for each Domestic Rate Adjusted Deposit, an amount calculated as provided in clause (iv) below as interest on such Deposit at the higher of the LIBO Rate or the Domestic Rate for the currency of such Deposit (subject to clause (iv)(C) below) for each applicable interest period under the relevant Deposit Facility Agreement beginning on the first interest payment date for such Deposit under such Deposit Facility Agreement in 1988 under its existing agreement and ending on the Interest Change Date for such Deposit.

(iv) Calculations. For purposes of calculating the Domestic Rate Amount and the Adjustment Rate Amount for any Adjusted Domestic Rate Deposit, the following principles shall apply:

- (A) Interest attributable to the Domestic Rate Margin shall be excluded from the calculation of both the Domestic Rate Amount and the Adjustment Rate Amount;
- (B) The LIBO Rate for any period shall be calculated as if such period were a LIBO Interest Period;
- (C) The Domestic Rate or LIBO Rate (as the case may be) to be used to calculate the Adjustment Rate Amount for any period shall be the Domestic Rate or LIBO Rate (as the case may be) applicable in the Deposit Currency of such Deposit from and after the Interest Change Date for such Deposit (assuming no change in the Deposit Currency of a Deposit as a result of currency conversion and without giving effect, for purposes only of calculating the Adjustment Rate Amount, to the Japanese Yen Domestic Rate for Trust Banks), but calculated as if such rate were applicable during such period;
- (D) For any period during which the higher of the LIBO Rate and the Domestic Rate is to be used to calculate the Adjustment Rate Amount, the rate that produces the higher Adjustment Rate Amount for such period shall be used;

- (E) For each such Deposit, all calculations for any period shall be from and including the first day of such period to but excluding the last day of such period, on the basis set forth for such Deposit in Section 3.06 of the Multi-Year Deposit Facility Agreement; and
- (F) All calculations shall be made consistently with Section 3.06 of the Multi-Year Deposit Facility Agreement.

4. Order and Timing of Adjustments. The adjustments required pursuant to paragraphs 2 and 3 above shall be made on the applicable Interest Change Date first pursuant to paragraph 2 and second pursuant to paragraph 3. If any adjustment cannot be made in full on the Interest Change Date for any Adjusted Deposit, such adjustment shall be made on one or more subsequent Interest Payment Dates through a reduction or increase of the amount of interest paid by the Central Bank. The Central Bank and the Bank as to which an Existing DFA Credit in respect of such Adjusted Deposit was made to a Deposit Account shall, after good faith negotiation, implement such required adjustment by a direct payment between the Central Bank and such Bank to the extent necessary to complete such adjustment.

5. Adjusted Deposits Subject to Currency Conversion. If (i) the currency of any Adjusted Deposit is redenominated pursuant to Section 2.03(a) or 2.07 of the Multi-Year Deposit Facility Agreement and (ii) any adjustments required pursuant to paragraphs 2 or 3 above cannot be made in full in the original currency (the "Old Currency") of such Deposit prior to or simultaneous with the redenomination of such Deposit in a new currency (the "New Currency"), then such adjustments may be completed by an adjustment at the Interest Adjustment Conversion Rate. For this purpose, "Interest Adjustment Conversion Rate" means, with respect to any Interest Payment Date on which an interest adjustment is to be made in a New Currency rather than in the Old Currency of such Deposit, the exchange rate derived from the average of the buy and sell spot rates of exchange at the close of business in London on the most recent London banking day preceding such interest payment date by at least seven calendar days, as quoted, in the absence of manifest error, by the Financial Times of London (or, if such rates are not so quoted, a comparable publication or source to be selected by the Agent).

6. Agent's Advice of Interest Due. The Agent shall give effect to paragraphs 2, 3 and 4 above in the performance of any duty under Section 3.06(c) of the Multi-Year Deposit Facility Agreement to advise the amount of interest payable in each Deposit Currency on each Interest Payment Date.

ANNEX I

INTEREST RATE ADJUSTMENT AGREEMENT

1. Interest Rate Adjustment Agreement for Original Debt. This Annex sets forth the agreement of the parties to the Multi-Year Deposit Facility Agreement to adjust interest rates on Original Debt under its Original Agreement as herein provided. Terms defined in the Multi-Year Deposit Facility Agreement are used herein with such meaning except that the following terms shall have the following meanings for the purpose of this Annex:

"Domestic Rate" means, with respect to each currency and with respect to each relevant interest or reference period, the Domestic Rate determined for such currency and interest or reference period in accordance with the relevant definition of Domestic Rate contained in the Multi-Year Deposit Facility Agreement.

"Domestic Rate Original Debt" means each Original Debt whose interest rate under its Original Agreement is based on a domestic reference rate such as a specified "prime rate" or "base rate" or a domestic cost-of-funds rate and not on an interbank rate offered in London, Bahrain, Nassau, New York, Paris, Singapore or another financial center.

"Interest Rate Election" means, (i) with respect to Domestic Rate Original Debt identified in an Interest Rate Election Notice, the LIBO Rate or Domestic Rate elected pursuant to paragraph 5 below for such Original Debt on such Notice, and (ii) with respect to each Domestic Rate Original Debt for which an automatic interest rate election is made pursuant to paragraph 5 below, the automatic election specified in such paragraph.

"Interest Rate Election Notice" means, with respect to each Domestic Rate Original Debt identified therein, a notice substantially in the form of Attachment 1 to this Annex, signed and delivered in accordance with paragraph 5 below, which identifies such Original Debt and sets forth the Interest Rate Election for such Original Debt.

"Interest Rate Election Period" means the period ending on the later of sixty calendar days after the date of the Multi-Year Deposit Facility Agreement and fifteen calendar days after the Initial Credit Date.

"LIBO Rate" means, with respect to each currency and with respect to each relevant interest or reference period, the LIBO Rate determined for such currency and interest or reference period in accordance with the relevant definition of LIBO Rate contained in the Multi-Year Deposit Facility Agreement.

"LIBO Rate Original Debt" means each Original Debt whose interest rate under its Original Agreement is based on an interbank rate offered in London, Bahrain, Nassau, New York, Paris, Singapore or another financial center.

"New Margin" means .8125%.

"Original Agreement" means each Original Governing Instrument under which there was issued any Original Debt.

"Original Contractual Margin" means, with respect to each LIBO Rate Original Debt and each Domestic Rate Original Debt, the margin element of the interest rate applicable to such Original Debt under its Original Agreement, provided that such margin element shall be the basic margin and not any higher margin applicable to overdue amounts.

"Original Contractual Reference Rate" means, with respect to each LIBO Rate Original Debt and each Domestic Rate Original Debt, the reference rate element of the interest rate applicable to such Original Debt under its Original Agreement.

"Original Debt" means (i) any Public Sector Affected Debt (except for (x) any External Indebtedness under the 1983 New Money Agreement, the 1984 New Money Agreement, the 1983 Deposit Facility Agreement, the 1984 Deposit Facility Agreement, the 1985 Deposit Facility Agreement, the 1986 Deposit Facility Agreement and the Interim Deposits or (y) each portion of such Public Sector Affected Debt with respect to which a Credit has been made to a Deposit Account under the Multi-Year Deposit Facility Agreement or (z) any External Indebtedness incurred by a Brazilian Borrower for the purpose of repassing the funds so borrowed by a Brazilian borrower in accordance with Resolution 63 ("Resolution 63 Debt")) and (ii) any External Indebtedness (excluding Resolution 63 Debt) that would constitute Public Sector Affected Debt but for the fact that such Indebtedness matures after 1993 or is excluded from the definition of "Affected Debt" by virtue of clause (K) or (L) thereof.

"Reference Rate Change Date" means, with respect to each Original Debt, the first interest payment date to occur after January 1, 1989 under the Original Agreement for such Original Debt.

2. Existing Interest Rate Provisions. The interest rate provisions applicable to each Original Debt under its Original Agreement shall continue to apply to such Original Debt until such interest rate provisions are modified pursuant to paragraphs 3 and 4 below, whereupon such interest rate provisions shall continue to apply as so modified.

3. LIBO Rate Original Debt. Each LIBO Rate Original Debt shall bear interest as follows:

- (a) To January 1, 1989, at a rate equal to the sum of
 - (x) the Original Contractual Reference Rate and
 - (y) the Original Contractual Margin;
- (b) From January 1, 1989 to the Reference Rate Change Date, at a rate equal to the sum of
 - (x) the Original Contractual Reference Rate and
 - (y) the New Margin;
- (c) After the Reference Rate Change Date, at a rate equal to the sum of
 - (x) the LIBO Rate and
 - (y) the New Margin.

4. Domestic Rate Original Debt. Each Domestic Rate Original Debt shall bear interest as follows:

- (a) To January 1, 1989, at a rate equal to the sum of
 - (x) the Original Contractual Reference Rate and
 - (y) the Original Contractual Margin;
- (b) From January 1, 1989 to the Reference Rate Change Date, at a rate equal to the sum of
 - (x) the Original Contractual Reference Rate and
 - (y) the New Margin;
- (c) After the Reference Rate Change Date, at a rate equal to the sum of
 - (x) the Domestic Rate and
 - (y) the New Margin; provided that if the Interest Rate Election for such Domestic Rate Original Debt is LIBO Rate, then at a rate equal to the sum of
 - (xx) the LIBO Rate and
 - (yy) the New Margin.

5. Interest Rate Election. (a) Limited Election Option. The option to make a new interest rate election is available only for Domestic Rate Original Debt. Each lender party to an Original Agreement under which a Domestic Rate Original Debt is outstanding shall, subject to the following provisos, have the option of making an Interest Rate Election in accordance with this paragraph with respect to such Original Debt; provided that (1) if an Interest Rate Election is not made as set forth below, the Interest Rate Election shall automatically be the LIBO Rate or the Domestic Rate, if the LIBO Rate is not permitted in the applicable currency, and (2) that the Interest Rate Election for each Domestic Rate Original Debt whose interest rate is based on a domestic cost-of-funds rate shall automatically be the Domestic Rate.

(b) Interest Rate Election Notice. Each lender making an Interest Rate Election shall do so by delivering to each of the obligor and agent bank, if any, under the relevant Original Agreement, within the Interest Rate Election Period, one executed counterpart of an Interest Rate Election Notice identifying the Domestic Rate Original Debt for which an election is being made. Only one election may be made for each Domestic Rate Original Debt identified in an Interest Rate Election Notice, and such election shall apply to the entire amount of such Original Debt. If any Domestic Rate Original Debt identified in an Interest Rate Election Notice has been partially assigned after submission of an Interest Rate Election Notice, the Interest Rate Election indicated in such Notice shall apply to all portions of such Original Debt; and all lenders to which such Original Debt has been partially assigned shall sign the Interest Rate Election Notice identifying such Original Debt.

6. Fixed Rate Original Debt. This Annex does not modify in any way the interest rates applicable to any Original Debt that bears interest at a fixed rate under the Original Agreement for such Original Debt.

7. Other Original Debt. With respect to Original Debt for which provision is not made in paragraphs 3, 4 and 6 above, the obligor, lender and agent bank, if any, shall use their best efforts to agree on an interest rate to be applied to such Original Debt that shall provide a yield comparable to that of the interest rates under the Multi-Year Deposit Facility Agreement. The applicable margin for any such agreed upon interest rate shall be the New Margin. This Agreement is not intended to increase the rate of interest payable under any Original Agreement.

8. Interest Payment Dates, Interest Periods and Reference Periods. This Annex does not modify in any way the interest payment dates or the length of any interest period or reference period for which any interest rate is determined for any Original Debt under its Original Agreement, and all such interest payment dates, interest periods and reference periods shall continue to be determined in accordance with such Original Agreement.

9. Reference Bank Agreement. Each Reference Bank under the Multi-Year Deposit Facility Agreement will provide quotations upon request from the obligor or agent bank, if any, under any Original Agreement and from any bank party to any Original Agreement under which there is no agent bank responsible for the determination of interest rates based upon quotations from reference banks.

10. Effectiveness. The interest rate adjustment agreements contained in this Annex shall apply with respect to the Original Debt outstanding under each Original Agreement subject only to the occurrence of the Initial Credit Date under the Multi-Year Deposit Facility Agreement and the parties thereto agree to take such additional action, if any, necessary to make such interest rate adjustment agreements fully effective with respect to such Original Agreement and, pending such effectiveness, to implement to the fullest extent possible such interest rate adjustment agreements with respect to the Original Debt outstanding under such Original Agreement. It is understood that the effectiveness of the interest rate adjustment agreements contained in this Annex with respect to each Original Agreement is not conditioned upon such effectiveness with respect to any other Original Agreement. The Central Bank acknowledges and agrees that its execution of the Multi-Year Deposit Facility Agreement as obligor shall also constitute its signature in its capacity as obligor under any applicable Original Agreement with respect to Original Debt and in its capacity as attorney-in-fact for each obligor under each Original Agreement. The Guarantor also acknowledges and agrees that its execution of the Multi-Year Deposit Facility Agreement as guarantor shall also constitute its signature in its capacity as obligor or guarantor under each Original Agreement.

ATTACHMENT 1 TO ANNEX I

FORM OF INTEREST RATE ELECTION NOTICE

TO: _____, as obligor
[TO: _____, as agent bank]
FROM: _____, as lender
DATE:
RE: [Identify Original Agreement]

We refer to the Original Agreement identified above and to Annex I to the Multi-Year Deposit Facility Agreement dated as of September 22, 1988 (the "Multi-Year Deposit Facility Agreement") among Banco Central do Brasil, Republica Federativa do Brasil, as guarantor, Citibank, N.A., as agent, and others. Terms defined in such Annex I are used herein as therein defined.

1. This communication constitutes an Interest Rate Election Notice.
2. The undersigned hereby makes with respect to the Original Debt identified below the Interest Rate Election set forth opposite such Debt.

<u>Original Debt</u>		<u>Interest Rate Election*</u>
<u>Amount</u>	<u>Currency</u>	

[Name of lender]

By: _____
Title:

* LIBO Rate or Domestic Rate

ANNEX J

REFERENCE BANKS, CONVERSION RATE BANKS
AND CONVERSION REFERENCE BANKS

<u>Currency</u>	<u>Rate/Type</u>	<u>Bank</u>	<u>City</u>	
Belgian Francs	Domestic	Generale Bank S.A./N.V.	Brussels	
		Banque Bruxelles Lambert S.A.	Brussels	
		Kredietbank N.V.	Brussels	
	Fixed	Generale Bank S.A./N.V.	Brussels	
	LIBO		Generale Bank S.A./N.V.	London
			Banque Bruxelles Lambert S.A.	Brussels
			Kredietbank N.V.	London
	Conversion Reference		(AVG) Generale Bank S.A./N.V.	Brussels
			Banque Bruxelles Lambert S.A.	Brussels
			Kredietbank N.V.	Brussels
	Canadian Dollars	Domestic	Bank of Montreal	Toronto
			The Toronto-Dominion Bank	Toronto
The Royal Bank of Canada			Toronto	
LIBO			Bank of Montreal	London
			The Toronto-Dominion Bank	London
			The Royal Bank of Canada	London
Conversion Reference			(AVG) Bank of Montreal	Toronto
			The Toronto-Dominion Bank	Toronto
			The Royal Bank of Canada	Toronto

<u>Currency</u>	<u>Rate/Type</u>	<u>Bank</u>	<u>City</u>
Deutsche Marks	Fixed (Landesbank)	Landesbank Stuttgart Girozentrale	Stuttgart
		Norddeutsche Landesbank Girozentrale	Hannover
		Westdeutsche Landesbank Girozentrale	Dusseldorf
	Fixed (Commercial Banks)	(AVG) Commerzbank AG	Frankfurt/Main
		Bank fuer Gemeinwirtschaft	Frankfurt/Main
		Bayerische Vereinsbank AG	Munich
	LIBO	Commerzbank AG	London
		Bayerische Vereinsbank AG	London
		Dresdner Bank AG	London
	Conversion Rate	Commerzbank AG	Frankfurt/Main
	Reserve Percentage	Dresdner Bank AG	Frankfurt/Main
	Dutch Guilders	Domestic	Algemene Bank Nederland N.V.
Amsterdam-Rotterdam Bank N.V.			Amsterdam
Cooperatieve Centrale Raiffeisen- Boerenleenbank B.A.			Amsterdam
Fixed		Algemene Bank Nederland N.V.	Amsterdam
		Amsterdam-Rotterdam Bank N.V.	Amsterdam
		Cooperatieve Centrale Raiffeisen- Boerenleenbank B.A.	Amsterdam

<u>Currency</u>	<u>Rate/Type</u>	<u>Bank</u>	<u>City</u>
	LIBO	Algemene Bank Nederland N.V.	London
		Amsterdam-Rotterdam Bank N.V.	London
		Cooperatieve Centrale Raiffeisen- Boerenleenbank B.A.	London
	Conversion Reference	(AVG) Algemene Bank Nederland N.V.	Amsterdam
		Nederlandsche Middenstandsbank N.V.	Amsterdam
		Amsterdam-Rotterdam Bank N.V.	Amsterdam
European Currency Units	LIBO	Credit Lyonnais	London
		Generale Bank S.A./N.V.	London
		Kredietbank N.V.	London
	Conversion Reference	(AVG) Credit Lyonnais	Paris
		Generale Bank S.A./N.V.	Brussels
		Kredietbank N.V.	Brussels
French Francs	Domestic	Credit Lyonnais	Paris
	Fixed	Credit Lyonnais	Paris
	LIBO	Credit Lyonnais	London
		Banque National de Paris	London
		Banque Paribas	London
	Conversion Rate	Credit Lyonnais	Paris

<u>Currency</u>	<u>Rate/Type</u>	<u>Bank</u>	<u>City</u>
Italian Lire	Domestic	Banca Nazionale del Lavoro	Rome
	Conversion Reference	(AVG) Banco di Roma	Rome
		Banca Commerciale Italiana	Milan
Japanese Yen		Banca Nazionale del Lavoro	Rome
	Domestic	The Bank of Tokyo, Ltd.	Tokyo
		The Sumitomo Bank, Limited	Tokyo
		The Mitsubishi Bank, Limited	Tokyo
	Domestic (Trust Banks)	Yasuda Trust & Banking Co., Ltd.	Tokyo
	Fixed	The Industrial Bank of Japan, Ltd.	Tokyo
	LIBO	The Bank of Tokyo, Ltd.	London
	The Sumitomo Bank, Limited	London	
	The Dai-ichi Kangyo Bank, Limited	London	
Conversion Reference	(AVG) The Bank of Tokyo, Ltd.	Tokyo	
	The Sumitomo Bank, Limited	Tokyo	
	The Fuji Bank, Limited	Tokyo	
	The Mitsubishi Bank, Limited	Tokyo	

<u>Currency</u>	<u>Rate/Type</u>	<u>Bank</u>	<u>City</u>	
Portuguese Escudos	Domestic	Banco Espirito Santo e Comercial de Lisboa E.P.	Lisbon	
		Banco Totta e Acores	Lisbon	
		Banco Portugues do Atlantico	Lisbon	
	Conversion Reference	(AVG) Banco Portugues do Atlantico	Lisbon	
	Pounds Sterling	LIBO	Banco Espirito Santo e Comercial de Lisboa	Lisbon
			Banco Totta e Acores	Lisbo
Barclays Bank Plc.			London	
Lloyds Bank Plc			London	
Midland Bank plc			London	
Conversion Rate	Lloyds Bank Plc	London		
Spanish Peseta	Domestic	Banco de Bilbao	Madrid	
		Banco Hispano Americano	Madrid	
		Banco Exterior de Espana, S.A.	Madrid	
	Conversion Reference	(AVG) Banco Hispano Americano	Madrid	
			Banco de Bilbao	Madrid
			Banco Exterior de Espana, S.A.	Madrid
Swiss Francs	Fixed	Credit Suisse	Zurich	
		Swiss Bank Corporation	Zurich	
		Union Bank of Switzerland	Zurich	

<u>Currency</u>	<u>Rate/Type</u>	<u>Bank</u>	<u>City</u>
U.S. Dollars	LIBO	Credit Suisse	London
		Swiss Bank Corporation	London
		Union Bank of Switzerland	London
	Conversion Reference	(AVG) Union Bank of Switzerland	Zurich
		Credit Suisse	Zurich
		Swiss Bank Corporation	Zurich
	Domestic	Citibank, N.A.	New York
		Manufacturers Hanover Trust Company	New York
		Morgan Guaranty Trust Company of New York	New York
	Fixed	Morgan Guaranty Trust Company of New York	New York
	LIBO	The Chase Manhattan Bank, N.A.	London
		Citibank, N.A.	London
		Morgan Guaranty Trust Company of New York	London
	Conversion Reference	(AVG) Citibank, N.A.	New York
The Chase Manhattan Bank, N.A.		New York	
Morgan Guaranty Trust Company of New York		New York	

ANNEX K

COSTS AND EXPENSES

Except as otherwise defined herein, terms used in this Annex are used as defined in the Multi-Year Deposit Facility Agreement or the Parallel Financing Agreement (as the case may be).

All reasonable costs and expenses owed to financial institutions by the Central Bank (including, without limitation, any such costs and expenses guaranteed by the Guarantor) as to which claims have been submitted to the Central Bank, and all costs and expenses with respect to unmatured public sector loans guaranteed by the Guarantor as to which claims have been received by the Guarantor (Secretaria do Tesouro Nacional, Ministerio da Fazenda, Brasilia):

- A. on or before September 15, 1988, shall be paid by the Central Bank or Guarantor, as the case may be, as follows:
 - (1) 85% of such costs and expenses on or before the earlier of November 15, 1988 and the Cut-off Date with respect to the first Availability Date;
 - (2) 15% of such costs and expenses within 180 days after such earlier date; and

- B. after September 15, 1988, and prior to the earlier of November 15, 1988 and the Cut-off Date with respect to the first Availability Date, shall be paid by the Central Bank or Guarantor, as the case may be, as follows:
 - (1) 85% of such costs and expenses within 15 days after the earlier of December 1, 1988 and the Cut-off Date with respect to the first Availability Date; and
 - (2) 15% of such costs and expenses within 270 days after such earlier date; and

- C. after the earlier of November 15, 1988 and the Cut-off Date with respect to the first Availability Date, shall be paid by the Central Bank or Guarantor, as the case may be, as follows: 100% of such costs and expenses within 90 days after receipt of such claim;

provided, however, that any costs or expenses described in Section 12.05 of the Multi-Year Deposit Facility Agreement or the Parallel Financing Agreement and incurred by a member of the Bank Advisory Committee for Brazil, the Agent, or any Bank with respect to which claims are submitted to the Central Bank after the first Availability Date shall be subject to the provisions of Section 12.05.

SCHEDULE 1

INFORMATION TO BE CONTAINED IN
DEPOSIT ACCOUNT STATEMENT

TO: [BANK NAME]

Deposit Account Statement Period: From _____, _____ to _____, _____
(the last date being the "Deposit Account Statement Date")

Number of Deposit Accounts Held by Bank: _____ Interest Payment(s) Made During Deposit Account Statement Period: _____ on _____, _____

1. Balances:

a. Deposit Account Number: _____ [List] or Subaccount Numbers: [_____] through [_____] (inclusive)

b. Currency of Deposit Account: _____ Applicable Interest Rate: _____

c. Balance in Deposit Account as of Deposit Account Statement Date: _____

d. Subaccount Balances as of Deposit Account Statement Date: _____ (Total)

(i) Guaranteed Affected Debt Subaccount: _____

(ii) MYDFA Downpayment Amount
Subaccounts:

_____ (total)

1991: _____

1992: _____

1993: _____

(iii) Exchangeable Debt Subaccount:

e. Eligible Funds: _____

f. Activity During Deposit Account Statement Period:

(i) Credits (includes Original Maturity, Interim Deposit or Existing DFA Credits, Relending Redeposits, Assignments and Transfers to Bank, Optional Currency Conversion)

<u>Amount</u>	<u>Date</u>	<u>Reason¹</u>	<u>Deposit Account Credited</u>	<u>Other Information</u>
				[see section g below]

¹ Specify: Original Maturity, Interim Deposit or Existing DFA Credit, Relending Redeposit, Assignment or Transfer to Bank or Optional Currency Conversion.

- (ii) Debits (including Relending Disbursements, Assignments and Transfers from Bank, Section 5.11 Conversions or Exchanges, Optional Currency Conversions, MYDFA Downpayments, Principal Payments)

<u>Amount</u>	<u>Date</u>	<u>Reason*</u>	<u>Deposit Account Debited</u>	<u>Other Information</u>
				[see section below]

g. Other Information:

(i) Credits:

- (A) Original Maturity, Interim Deposit or Existing DFA Credit Information to be provided:

<u>Amount of Credit</u>	<u>Source of Credit</u>	<u>Value Date of Credit</u>
-------------------------	-------------------------	-----------------------------

(B) Relending Redeposits:

<u>Amount of Redeposit</u>	<u>Source of Redeposit</u>	<u>Date of Redeposit</u>
----------------------------	----------------------------	--------------------------

(C) Assignments/Transfers to Bank: [Include Information]

(D) Currency Conversions: [Include Information]

(ii) Debits:

(A) Relending Disbursements:

(B) Assignments and Transfers from Banks:

(C) Section 5.11 Conversions or Exchanges:

(D) Downpayments:

(E) Principal Repayments:

(F) Prepayments:

* Specify: Relending Disbursement, Assignment or Transfer from Bank, Section 5.11 Conversion or Exchange, Optional Currency Conversion, MYDFA Downpayment (specify 1991, 1992, 1993), Principal Payment (specify amount, "carryover" amount, etc.).

SCHEDULE 2

FORM OF SECTION 5.10 NOTICE

To: Citibank, N.A.,
as Agent for the Banks
parties to the Agreement
referred to below
Attn: Western Hemisphere Agency Dept.
Telex No.: 669380 CIGWH NYR (WU Domestic)
236066 CIGWH UR (RCA Int'l)

[From: Banco Central do Brasil
Attn: Head of External Debt
Management Department (DEDIV)
Telex No.: 61-1299 BCBR BR
61-2098 BCBR BR][1]

[From: _____, as Bank][1]

Date:

We refer to the Multi-Year Deposit Facility Agreement dated as of September 22, 1988 (the "Multi-Year Deposit Facility Agreement") among Banco Central do Brasil, Republica Federativa do Brasil, the financial institutions parties thereto and Citibank, N.A., as Agent for the Banks. Terms defined in the Multi-Year Deposit Facility Agreement are used herein as therein defined.

1. This communication is a Section 5.10 Notice pursuant to Section 5.10 of the Multi-Year Deposit Facility Agreement.

2. We advise you of the particulars of the reduction of the principal amount of each Deposit Account described below, resulting from an extension of credit made with a Relending Disbursement under Section 5.10 of the Multi-Year Deposit Facility Agreement.[2]

1 Notice to be from Central Bank and the Bank. This joint notice requirement may be satisfied in any one of three ways specified in Section 5.10(h).

2 Repeat all particulars for the reduction of the principal amount of each Deposit Account debited with respect to the Relending Disbursement.

Bank:
Deposit Account No: [1]
Principal amount of reduction and type and Deposit
Currency of Deposit Account: [2][3]
Relending Disbursement Date:

Regards,

[Bank Officer][4]
on behalf of
Banco Central do Brasil

[Bank Officer]
on behalf of
[Bank Name][4]

-
- 1 Identify each Deposit Account to be reduced as a result of a Relending Disbursement.
 - 2 Identify the principal amount, type of Deposit Account and Deposit Currency made available for the Relending Disbursement from each Deposit Account.
 - 3 Insert the aggregate amount of the Relending Disbursement in the Deposit Currency.
 - 4 Notice to be from Central Bank and the Bank. This joint notice requirement may be satisfied in any one of three ways specified in Section 5.10(h).

SCHEDULE 3

FORM OF REDEPOSIT CONFIRMATION NOTICE

To: _____, as Bank

To: Citibank, N.A.,
as Agent for the Banks
parties to the Agreement
referred to below
Attn: Western Hemisphere Agency Dept.
Telex No.: 669380 CIGWH NYR (WU Domestic)
236066 CIGWH UR (RCA Int'l)

From: Banco Central do Brasil
Attn: Head of External Debt
Management Department (DEDIV)
Telex No.: 61-1299 BCBR BR
61-2098 BCBR BR

Date:

We refer to the Multi-Year Deposit Facility Agreement dated as of September 22, 1988 (the "Multi-Year Deposit Facility Agreement") among Banco Central do Brasil, Republica Federativa do Brasil, the financial institutions parties thereto and Citibank, N.A., as Agent for the Banks. Terms defined in the Multi-Year Deposit Facility Agreement are used herein as therein defined.

1. This communication is a Redeposit Confirmation Notice pursuant to Section 5.10 of the Multi-Year Deposit Facility Agreement.
2. We confirm to you that we have received from you the amount of [1].
3. We confirm to you that such amount has been deposited in your _____ [2] [insert type and

-
- 1 Insert amount and Deposit Currency of the redeposit.
 - 2 Insert type and Deposit Currency(ies) of Deposit Account(s).

Deposit Currency of Deposit Account] Deposit Account No. _____
and that such amount is and has been outstanding under the
Multi-Year Deposit Facility Agreement since _____ [1].
The outstanding balance (giving effect to such deposit) in
such Deposit Account is _____ [2].

4. This Confirmation shall be governed by, and
construed in accordance with, the laws of the State of New
York, United States.

Regards,

[Authorized Officer]
on behalf of
Banco Central do Brasil

-
- 1 Insert date of receipt of amount set forth in paragraph 2.
 - 2 Insert balance(s), type and Deposit Currency(ies) of
Deposit Account(s).

SCHEDULE 4

FORM OF REDUCTION NOTICE

To: Citibank, N.A.,
as Agent for the Banks
parties to the Agreement
referred to below
Attn: Western Hemisphere Agency Dept.
Telex No.: 669380 CIGWH NYR (WU Domestic)
236066 CIGWH UR (RCA Int'l)

[From: Banco Central do Brasil
Attn: Head of External Debt
Management Department (DEDIV)
Telex No.: 61-1299 BCBR BR
61-2098 BCBR BR][¹]

[From: _____, as Bank][¹]

Date:

We refer to the Multi-Year Deposit Facility Agreement dated as of September 22, 1988 (the "Multi-Year Deposit Facility Agreement") among Banco Central do Brasil, Republica Federativa do Brasil, the financial institutions parties thereto and Citibank, N.A., as Agent for the Banks. Terms defined in the Multi-Year Deposit Facility Agreement are used herein as therein defined.

1. This communication is a Reduction Notice pursuant to Section 5.10 of the Multi-Year Deposit Facility Agreement.

2. We advise you of the particulars of the reduction in the Bank's obligation to redeposit repayments of an extension of credit made from a Relending Disbursement under Section 5.10 of the Multi-Year Deposit Facility Agreement. [²]

¹ Notice to be from Central Bank and the Bank. This joint notice requirement may be satisfied in any one of three ways specified in Section 5.10(h).

² Repeat all particulars for the reduction of the obligation to redeposit repayments of an extension of credit made from a Relending Disbursement pursuant to Section 5.10 of the Multi-Year Deposit Facility Agreement.

Bank:
Deposit Account No.: [1]
Deposit Currency of Deposit Account: [2]
Principal amount of reduction: [3]

Regards,

[Authorized Officer]
on behalf of
Banco Central do Brasil[4]

[Bank Officer]
on behalf of
[Bank Name][4]

-
- 1 Identify each Deposit Account from which the Relending Disbursement was made.
 - 2 Identify the type and Deposit Currency of the Deposit Account.
 - 3 Insert principal amount of reduction of Bank's obligation to redeposit repayments of extensions of credit pursuant to Section 5.10.
 - 4 Notice to be from Central Bank and the Bank. This joint notice requirement may be satisfied in any one of three ways specified in Section 5.10(h).

SCHEDULE 5

FORM OF INTEREST PERIOD ELECTION FOR DESIGNATED BANKS

To: Citibank, N.A.,
as Agent for the Banks
parties to the Agreement
referred to below
Attn: Western Hemisphere Agency Dept.
Telex No.: 669380 CIGWH NYR (WU Domestic)
236066 CIGWH UR (RCA Int'l)

From: _____, as Bank

Date: [1]

We refer to the Multi-Year Deposit Facility Agreement dated as of September 22, 1988 (the "Multi-Year Deposit Facility Agreement") among Banco Central do Brasil, Republica Federativa do Brasil, the financial institutions parties thereto and Citibank, N.A., as Agent for the Banks. Terms defined in the Multi-Year Deposit Facility Agreement are used herein as therein defined.

1. This communication is an Interest Period Election Notice pursuant to Section 3.09 of the Multi-Year Deposit Facility Agreement.

2. We give you notice, pursuant to Section 3.09 of the Multi-Year Deposit Facility Agreement, that we irrevocably elect that the Interest Periods for our [LIBO Deposit Accounts] [and] [Domestic Deposit Account] under the Multi-Year Deposit Facility Agreement shall not exceed three months.

3. We confirm that we are a Designated Bank under the Multi-Year Deposit Facility Agreement.

Regards,

[Bank Officer]
on behalf of
[Bank Name]

¹ To be given on or prior to the date of the execution of the Multi-Year Deposit Facility Agreement by such Bank.

SCHEDULE 6

FORM OF SECTION 5.11 NOTICE

To: Citibank, N.A.,
as Agent for the Banks
parties to the Agreement
referred to below
Attn: Western Hemisphere Agency Dept.
Telex No.: 669380 CIGWH NYR (WU Domestic)
236066 CIGWH UR (RCA Int'l)

From: [Banco Central do Brasil
Attn: Head of External Debt
Management Department (DEDIV)
Telex No.: 61-1299 BCBR BR
61-2098 BCBR BR][¹]

From: [_____, as Bank][¹]

Date:

We refer to the Multi-Year Deposit Facility Agreement dated as of September 22, 1988 (the "Multi-Year Deposit Facility Agreement") among Banco Central do Brasil, Republica Federativa do Brasil, the financial institutions parties thereto and Citibank, N.A., as Agent for the Banks. Terms defined in the Multi-Year Deposit Facility Agreement are used herein as therein defined.

1. This communication is a Section 5.11 Notice pursuant to Section 5.11 of the Multi-Year Deposit Facility Agreement.

2. We advise you of the particulars of the reduction of the principal amount of each Deposit Account described below, resulting from a conversion or exchange under Section 5.11 of the Multi-Year Deposit Facility Agreement.[²]

¹ Notice to be from Central Bank and the Bank. This joint notice requirement may be satisfied in any one of three ways specified in Section 5.11(d).

² Repeat all particulars for each Deposit Account debited with respect to the conversion or exchange.

Bank:
Deposit Account No: [1]
Principal amount of reduction and Deposit Currency of
Deposit Account: [2]
Amount of accrued interest subject to conversion or
exchange: [3]
Closing date of conversion or exchange: .

Regards,

[Authorized Officer]
on behalf of
Banco Central do Brasil[4]

[Bank Officer]
on behalf of
[Bank Name][4]

-
- 1 Identify each Deposit Account reduced as a result of a conversion or exchange.
 - 2 Insert amount of reduction, type and Deposit Currency of Deposit Account.
 - 3 Include only if accrued interest is also to be subject to conversion or exchange.
 - 4 Notice to be from Central Bank and the Bank. This joint notice requirement may be satisfied in any one of three ways specified in Section 5.11(d).

SCHEDULE 7

FORM OF ASSIGNMENT NOTICE

To: Banco Central do Brasil
Attn: Head of External Debt
Management Department (DEDIV)
Telex No.: 61-1299 BCBR BR
61-2098 BCBR BR

To: Citibank, N.A.,
as Agent for the Banks
parties to the Agreement
referred to below
Attn: Western Hemisphere Agency Dept.
Telex No.: 669380 CIGWH NYR (WU Domestic)
236066 CIGWH UR (RCA Int'l)

From: _____, as Bank

Date: [1]

We refer to the Multi-Year Deposit Facility Agreement dated as of September 22, 1988 (the "Multi-Year Deposit Facility Agreement") among Banco Central do Brasil, Republica Federativa do Brasil, the financial institutions parties thereto and Citibank, N.A., as Agent for the Banks. Terms defined in the Multi-Year Deposit Facility Agreement are used herein as therein defined.

1. This communication is an Assignment Notice pursuant to Section 12.10 of the Multi-Year Deposit Facility Agreement.

2. We notify you that we have assigned to [name of assignee] (the "Assignee") our rights and obligations with respect to [2] [(a) the principal amount(s) on deposit in the Deposit Account(s) under the Multi-Year Deposit Facility Agreement] [and] [(b)(x) the principal amount required to be redeposited in accordance with Section 5.10(f)(i) of the Multi-Year Deposit Facility Agreement that was made available from [each] such Deposit Account pursuant to Section 5.10

1 To be completed by Bank.

2 Insert as applicable.

of the Multi-Year Deposit Facility Agreement to make [an] extension(s) of credit under the loan agreement(s), and (y) such loan agreement(s),] in each case identified below.

Information regarding amounts on Deposit:

<u>Deposit Currency</u>	<u>Interest Rate</u>	<u>Principal Amount(s) of Outstanding Amount(s) Assigned</u>	<u>Total Amount(s) Assigned</u>
[¹]	[¹]	[¹]	[¹]

Information regarding relending (if any):

<u>Certificate of Registration Number</u>	<u>Principal Amount(s) of Extension(s) of Credit Made with Relending Disbursement(s)</u>	<u>Borrower(s)</u>	<u>Total Amount(s) Assigned</u>
[¹]	[¹]	[¹]	[¹]

3. As between us and the Assignee, the effective date of such assignment is [¹].

[4. For the purposes of the definition of Japanese Yen Domestic Rate, we have been notified by the Assignee that the Assignee's Reserve Percentage is [¹ %].][²]

Regards,

[Bank Officer]
on behalf of
[Bank Name]

1 To be completed by Bank.

2 To be used for the assignment of Deposit Accounts (or portions thereof) denominated in Japanese Yen for which the applicable Interest Rate is the Japanese Yen Domestic Rate.

SCHEDULE 8

FORM OF AGREEMENT TO BE BOUND

To: Banco Central do Brasil
Attn: Head of External Debt
Management Department (DEDIV)
Telex No.: 61-1299 BCBR BR
61-2098 BCBR BR

To: Citibank, N.A.,
as Agent for the Banks
parties to the Agreement
referred to below
Attn: Western Hemisphere Agency Dept.
Telex No.: 669380 CIGWH NYR (WU Domestic)
236066 CIGWH UR (RCA Int'l)

From: _____, as Assignee

Date: [1]

We refer to the Multi-Year Deposit Facility Agreement dated as of September 22, 1988 (the "Multi-Year Deposit Facility Agreement") among Banco Central do Brasil, Republica Federativa do Brasil, the financial institutions parties thereto and Citibank, N.A., as Agent for the Banks. Terms defined in the Multi-Year Deposit Facility Agreement are used herein as therein defined.

1. This communication is an Agreement to be Bound pursuant to Section 12.10 of the Multi-Year Deposit Facility Agreement.

2. We notify you that [name of assignor] (the "Assignor") has assigned to us its rights and obligations with respect to [2] [(a) the principal amount(s) on deposit in the Deposit Account(s) under the Multi-Year Deposit Facility Agreement] [and] [(b)(x) the principal amount required to be redeposited pursuant to Section 5.10 of the Multi-Year Deposit Facility Agreement that was made available from [each] such Deposit Account pursuant to Section 5.10 of the Multi-Year Deposit Facility Agreement to make [an] extension(s) of credit under the loan agreement(s), and (y) such loan agreement(s),] in each case identified below.

1 To be completed by Assignee.

2 Insert as applicable.

Information regarding amounts on Deposit:

<u>Deposit Currency</u>	<u>Interest Rate</u>	<u>Principal Amount(s) of Outstanding Amount(s) Assigned</u>	<u>Total Amount(s) Assigned</u>
[1]	[1]	[1]	[1]

Information regarding relending (if any):

<u>Certificate of Registration Number</u>	<u>Principal Amount(s) of Extension(s) of Credit Made with Relending Disbursement(s)</u>	<u>Borrower(s)</u>	<u>Total Amount(s) Assigned</u>
[1]	[1]	[1]	[1]

[3. We agree, for the benefit of the Central Bank and Brazil that the assigned amounts described above may be subject to restructuring and that, should such restructuring occur, we shall be treated for purposes of such restructuring as if we were a financial institution.][2]

4. We agree that we are bound by the Multi-Year Deposit Facility Agreement as fully and to the same extent as if we had originally executed the Multi-Year Deposit Facility Agreement. We assume all rights and obligations of a Bank under the Multi-Year Deposit Facility Agreement. This Agreement to be Bound is being executed for the benefit of and may be relied upon by all parties to the Multi-Year Deposit Facility Agreement.

1 To be completed by Assignee.

2 To be used only if the Assignee is a non-financial institution.

[5. For the purposes of the definition of Japanese Yen Domestic Rate, our Reserve Percentage is [1]%.][1]

[6. For the purposes of the definition of Deutsche Mark Fixed Rate, we certify that we are not a Landesbank and that we will hold the Deposit Account(s) solely for our own account.][2]

7. As between us and the Assignor, the effective date of such assignment is [3].

8. Our administrative details with respect to such assignment are as follows:

- A. Address for notices: [Name of Bank]
[Address]
[Name of contact]
[Telex No./Telephone No.]
- B. Payment instructions: [Name of Bank]
[City/Country]
[Name of Account]
[Account No.]
- C. Lending Office:

Regards,

[Authorized Officer]
on behalf of
[Assignee Name]

-
- 1 To be used for the assignment of Deposit Accounts (or portions thereof) denominated in Japanese Yen for which the applicable Interest Rate is the Japanese Yen Domestic Rate.
- 2 To be used for the assignment of Deposit Accounts (or portions thereof) denominated in Deutsche Marks for which the applicable Interest Rate is the Deutsche Mark Fixed Reference Rate for Commercial Banks.
- 3 To be completed by Assignee.

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ABU DHABI INTERNATIONAL BANK

BY _____
TITLE:

ABU DHABI INVESTMENT COMPANY

BY _____
TITLE:

ADELA COMPANIA DE INVERSIONES
(PANAMA) S.A.

BY _____
TITLE:

ADELA INTERNATIONAL FINANCING
COMPANY S.A.

BY _____
TITLE:

ADELA INVESTMENT COMPANY S.A.

BY _____
TITLE:

AGIP PETROLI SPA

BY _____
TITLE:

AJNOMOTO COMPANY INCORPORATED

BY _____
TITLE:

S-2

AL BAHRAIN ARAB AFRICAN BANK E.C.

BY _____
TITLE:

AL SAUDI BANQUE

BY _____
TITLE:

AL-AHLI COMMERCIAL BANK, B.S.C.

BY _____
TITLE:

ALAHLI BANK OF KUWAIT KSC

BY _____
TITLE:

ALBANK ALSAUDI ALHOLLANDI

BY _____
TITLE:

ALFRED H. SCHYTTE - COLOGNE

BY _____
TITLE:

ALGEMENE BANK NEDERLAND (SCHWEIZ) AG

BY _____
TITLE:

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ALGEMENE BANK NEDERLAND N.V.

BY _____
TITLE:

ALLIED ARAB BANK LIMITED

BY _____
TITLE:

ALLIED BANK INTERNATIONAL

BY _____
TITLE:

ALLIED CORPORATION

BY _____
TITLE:

ALLIED IRISH BANKS PLC

BY _____
TITLE:

ALLOMAN CORPORATION

BY _____
TITLE:

ALUBAF ARAB INTERNATIONAL BANK E.C.

BY _____
TITLE:

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AMERICAN EXPRESS BANK LTD.

BY _____
TITLE:

AMERICAN INTERNATIONAL UNDERWRITERS, LTD

BY _____
TITLE:

AMERICAN NATIONAL BANK AND TRUST CO.

BY _____
TITLE:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

BY _____
TITLE:

AMERICAN OPTICAL CORPORATION

BY _____
TITLE:

AMERICAN SECURITY BANK, N.A.

BY _____
TITLE:

AMERITRUST COMPANY
NATIONAL ASSOCIATION

BY _____
TITLE:

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AMSOUTH BANK, N.A.

BY _____
TITLE:

AMSTERDAM-ROTTERDAM BANK, N.V.

BY _____
TITLE:

ANDELSBANKEN A.S.
-DANE BANK-

BY _____
TITLE:

AOKI CORPORATION

BY _____
TITLE:

ARAB AFRICAN INTERNATIONAL BANK
(NASSAU BRANCH)

BY _____
TITLE:

ARAB ASIAN BANK EC

BY _____
TITLE:

ARAB BANK (SWITZERLAND) LTD.

BY _____
TITLE:

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ARAB BANK FOR INVESTMENT AND
FOREIGN TRADE

BY _____
TITLE:

ARAB BANK LIMITED

BY _____
TITLE:

ARAB BANK OF CALIFORNIA - IBF

BY _____
TITLE:

ARAB BANKING CORPORATION (B.S.C.)

BY _____
TITLE:

ARAB LATIN AMERICAN BANK
-ARLABANK-

BY _____
TITLE:

ARAB LIBYAN TUNISIAN BANK S.A.L. (THE)

BY _____
TITLE:

ARAB TRUST COMPANY K.S.C.

BY _____
TITLE:

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ARAB TURKISH BANK/ISTANBUL

BY _____
TITLE:

ARBUTHNOT LATHAM BANK LIMITED

BY _____
TITLE:

ARMAND VON ERNST AND COMPANY BANKERS

BY _____
TITLE:

ASAHI MUTUAL LIFE INSURANCE
COMPANY

BY _____
TITLE:

ASEA BROWN BOVERI AB
DEPT. AEF

BY _____
TITLE:

ASIA PACIFIC CAPITAL CORPORATION

BY _____
TITLE:

ASIAN-AMERICAN MERCHANT BANK LIMITED

BY _____
TITLE:

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ASSOCIATED JAPANESE BANK
(INTERNATIONAL) LTD.

BY _____
TITLE:

ATLANTIC FINANZ VERWAITUNGS AG

BY _____
TITLE:

ATLANTIC TRADING AND FINANCIAL CORP.

BY _____
TITLE:

AUSTRALIA AND NEW ZEALAND
BANKING GROUP LIMITED

BY _____
TITLE:

AUSTRALIAN EUROPEAN FINANCE
CORPOATION N.V.

BY _____
TITLE:

B. METZLER SEEL, SOHN & COMPANY
KOMMANDITGESELLSCHAFT AUF AKTIEN

BY _____
TITLE:

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B.A.I.I. PLC

BY _____
TITLE:

BACOB SAVINGS BANK S.C.

BY _____
TITLE:

BADEN-WUERTTEMBERGISCHE BANK AG

BY _____
TITLE:

BADISCHE KOMMUNALE LANDESBANK
-GIROZENTRALE-

BY _____
TITLE:

BADISCHE KOMMUNALE LANDESBANK
INTERNATIONAL S.A. LUXEMBOURG

BY _____
TITLE:

BAER HOLDING LIMITED

BY _____
TITLE:

BAHRAIN INVESTMENT BANK B.S.C.

BY _____
TITLE:

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BANCA CATALANA, S.A.

BY _____
TITLE:

BANCA COMMERCIALE ITALIANA

BY _____
TITLE:

BANCA D'AMERICA E D'ITALIA (MILAN)

BY _____
TITLE:

BANCA DEL CERESIO

BY _____
TITLE:

BANCA DEL GOTTARDO

BY _____
TITLE:

BANCA DELLA SVIZZERA ITALIANA

BY _____
TITLE:

BANCA DELLA SVIZZERA ITALIANA
(OVERSEAS) LTD.

BY _____
TITLE:

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BANCA MARCH, S.A.

BY _____
TITLE:

BANCA NAZIONALE DEL LAVORO

BY _____
TITLE:

BANCA NAZIONALE DELL'AGRICOLTURA

BY _____
TITLE:

BANCA POPOLARE DI NOVARA

BY _____
TITLE:

BANCA SERFIN, S.N.C.

BY _____
TITLE:

BANCA UNIONE DI CREDITO

BY _____
TITLE:

BANCO ARABE ESPANOL, S.A.

BY _____
TITLE:

S-12

BANCO ATLANTICO, S.A.

BY _____
TITLE:

BANCO AUXILIAR S.A.

BY _____
TITLE:

BANCO BAMERINDUS DO BRASIL S.A.
NEW YORK BRANCH

BY _____
TITLE:

BANCO BORGES E IRMAO

BY _____
TITLE:

BANCO BRASILEIRO DE DESCONTOS, S.A.

BY _____
TITLE:

BANCO CAFETERO

BY _____
TITLE:

BANCO CAFETERO (PANAMA), S.A.

BY _____
TITLE:

S-13

BANCO CAFETERO, S.A.

BY _____
TITLE:

BANCO CENTRAL CORPORATION

BY _____
TITLE:

BANCO CENTRAL OF NEW YORK

BY _____
TITLE:

BANCO CENTRAL, S.A.

BY _____
TITLE:

BANCO COMERCIAL ANTIOQUENO, S.A.

BY _____
TITLE:

BANCO CONSOLIDADO - NEW YORK BRANCH

BY _____
TITLE:

BANCO CONSOLIDADO N.V., VENEZUELA

BY _____
TITLE:

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BANCO CONSOLIDADO, N.V. CURACAO

BY _____
TITLE:

BANCO DE BILBAO, S.A.

BY _____
TITLE:

BANCO DE BOGOTA S.A.

BY _____
TITLE:

BANCO DE BOGOTA
NEW YORK AGENCY

BY _____
TITLE:

BANCO DE CHILE

BY _____
TITLE:

BANCO DE CREDITO DEL PERU

BY _____
TITLE:

BANCO DE CREDITO NACIONAL S.A.

BY _____
TITLE:

S-15

BANCO DE IBEROAMERICA, S.A.

BY _____
TITLE:

BANCO DE LA NACION ARGENTINA
GRAND CAYMAN BRANCH

BY _____
TITLE:

BANCO DE LA NACION DEL PERU

BY _____
TITLE:

BANCO DE LA PROVINCIA DE BUENOS AIRES
NEW YORK INTERNATIONAL BANKING FACILITY

BY _____
TITLE:

BANCO DE LA PROVINCIA DE
BUENOS AIRES

BY _____
TITLE:

BANCO DE LA REPUBLICA ORIENTAL
DEL URUGUAY

BY _____
TITLE:

S-16

BANCO DE PONCE
NEW YORK AGENCY

BY _____
TITLE:

BANCO DE SABADELL, S.A.

BY _____
TITLE:

BANCO DE SANTA CRUZ DE LA SIERRA
(PANAMA) S.A.

BY _____
TITLE:

BANCO DE SANTANDER S.A.

BY _____
TITLE:

BANCO DE VENEZUELA

BY _____
TITLE:

BANCO DE VIZCAYA, S.A.

BY _____
TITLE:

BANCO DEL ESTADO DE CHILE

BY _____
TITLE:

S-17

BANCO DI NAPOLI INTERNATIONAL S.A.

BY _____
TITLE:

BANCO DI NAPOLI
NEW YORK BRANCH

BY _____
TITLE:

BANCO DI ROMA (BELGIO) S.A.

BY _____
TITLE:

BANCO DI ROMA (FRANCE) S.A.

BY _____
TITLE:

BANCO DI ROMA INTERNATIONAL, S.A.

BY _____
TITLE:

BANCO DI ROMA PER LA SVIZZERA

BY _____
TITLE:

BANCO DI ROMA SPA

BY _____
TITLE:

S-18

BANCO DI SANTO SPIRITO

BY _____
TITLE:

BANCO DI SICILIA

BY _____
TITLE:

BANCO DO BRASIL - GRAND CAYMAN
BRANCH

BY _____
TITLE:

BANCO DO BRASIL S.A.

BY _____
TITLE:

BANCO DO COMMERCIO E INDUSTRIA DE
SAO PAULO S.A.

BY _____
TITLE:

BANCO DO ESTADO DE SAO PAULO, S.A.

BY _____
TITLE:

BANCO DO ESTADO DO RIO DE JANEIRO,
GRAND CAYMAN BRANCH

BY _____
TITLE:

S-19

BANCO ECONOMICO S.A.
CAYMAN ISLANDS BRANCH

BY _____
TITLE:

BANCO EDWARDS

BY _____
TITLE:

BANCO ESPANOL DE CREDITO, S.A.

BY _____
TITLE:

BANCO ESPIRITO SANTO E COMERCIAL
DE LISBOA LONDON BRANCH

BY _____
TITLE:

BANCO EXTERIOR DE ESPANA S.A.

BY _____
TITLE:

BANCO EXTERIOR DE LOS ANDES Y
DE ESPANA, S.A.

BY _____
TITLE:

S-20

BANCO FIDUCIARIO DE PANAMA S.A.
(EX. PANAMA BANK AND TRUST CO. INC.)

BY _____
TITLE:

BANCO FONSECAS E. BURNAY E. P.
INTERNATIONAL DIVISION

BY _____
TITLE:

BANCO GANADERO, S.A.

BY _____
TITLE:

BANCO HISPANO AMERICANO, S.A.

BY _____
TITLE:

BANCO INDUSTRIAL COLOMBIANO
DE PANAMA, S.A.

BY _____
TITLE:

BANCO INDUSTRIAL DE VENEZUELA C.A.
NEW YORK AGENCY

BY _____
TITLE:

S-21

BANCO INTERAMERICANO DE AHORRO Y
PRESTAMO

BY _____
TITLE:

BANCO INTERNACIONAL DE COLOMBIA LIMITED

BY _____
TITLE:

BANCO INTERNACIONAL DE COMERCIO,
S.A.

BY _____
TITLE:

BANCO ITAU S.A. - GRAND CAYMAN BRANCH

BY _____
TITLE:

BANCO LATINAMERICANO DE EXPORTACIONES
S.A. (BLADDEX)

BY _____
TITLE:

BANCO LATINO N.V.

BY _____
TITLE:

BANCO MERCANTIL DE SAO PAULO S.A.

BY _____
TITLE:

S-22

BANCO MERCANTIL Y AGRICOLA

BY _____
TITLE:

BANCO MERCANTIL, C.A.

BY _____
TITLE:

BANCO MEXICANO SOMEX, S.N.C.

BY _____
TITLE:

BANCO NACIONAL DE MEXICO, S.N.C.

BY _____
TITLE:

BANCO NACIONAL DE PANAMA, PANAMA

BY _____
TITLE:

BANCO NACIONAL S.A.
NEW YORK AGENCY

BY _____
TITLE:

BANCO NOROESTE S.A.
CAYMAN ISLANDS BRANCH

BY _____
TITLE:

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BANCO PASTOR, S.A.

BY _____
TITLE:

BANCO PINTO E SOTTO MAYOR

BY _____
TITLE:

BANCO POPULAR ESPANOL, S.A.

BY _____
TITLE:

BANCO PORTUGUES DO ATLANTICO

BY _____
TITLE:

BANCO PROMOTOR DE COMERCIO DE PANAMA

BY _____
TITLE:

BANCO REAL S.A.

BY _____
TITLE:

BANCO RIO DE LA PLATA (PANAMA) S.A.

BY _____
TITLE:

S-24

BANCO SAFRA S.A.

BY _____
TITLE:

BANCO SAUDI ESPANOL, S.A.
-SAUDES BANK-

BY _____
TITLE:

BANCO SIMEON S.A.

BY _____
TITLE:

BANCO TOTTA & ACORES

BY _____
TITLE:

BANCO UNION, C.A. PANAMA BRANCH

BY _____
TITLE:

BANCO URQUIJO UNION S.A.

BY _____
TITLE:

BANCO ZARAGOZANO

BY _____
TITLE:

S-25

BANCOHIO NATIONAL BANK

BY _____
TITLE: _____

BANCOMER, S.N.C

BY _____
TITLE: _____

BANDAG INCORPORATED

BY _____
TITLE: _____

BANESTO BANKING CORPORATION

BY _____
TITLE: _____

BANK BUMIPUTRA MALAYSIA BERHAD

BY _____
TITLE: _____

BANK CANTRADE LTD.

BY _____
TITLE: _____

BANK DER BONDSSPAARBANKEN N.V.

BY _____
TITLE: _____

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BANK FOR CREDIT AND FOREIGN COMMERCE
(OVERSEAS) LTD.

BY _____
TITLE:

BANK FOR FOREIGN ECONOMIC AFFAIRS OF THE
USSR, ZURICH BRANCH

BY _____
TITLE:

BANK FUER ARBEIT UND WIRTSCHAFT
AKTIENGESELLSCHAFT

BY _____
TITLE:

BANK FUER HANDEL UND INDUSTRIE
AKTIENGESELLSCHAFT

BY _____
TITLE:

BANK FUR GEMEINWIRTSCHAFT
AKTIENGESELLSCHAFT

BY _____
TITLE:

BANK FUR KREDIT UND AUSSENHANDEL A.G.

BY _____
TITLE:

S-27

BANK JULIUS BAER AND CO. LTD.

By _____
TITLE:

BANK KG WINTER AND CO.

BY _____
TITLE:

BANK LEU LTD

BY _____
TITLE:

BANK LEUMI LE ISRAEL BM

BY _____
TITLE:

BANK MEES AND HOPE NV

BY _____
TITLE:

BANK OF AMERICA NT & SA

BY _____
TITLE:

BANK OF BAHRAIN AND KUWAIT BSC

BY _____
TITLE:

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BANK OF BARODA

BY _____
TITLE:

BANK OF BARODA
BOMBAY OFFICE

BY _____
TITLE:

BANK OF BOSTON - CONNECTICUT

BY _____
TITLE:

BANK OF CALIFORNIA, N.A. (THE)

BY _____
TITLE:

BANK OF CHINA, SINGAPORE BRANCH

BY _____
TITLE:

BANK OF CREDIT & COMMERCE INTL S.A.

BY _____
TITLE:

BANK OF CREDIT AND COMMERCE HONG
KONG LTD.

BY _____
TITLE:

S-29

BANK OF HAWAII

BY _____
TITLE:

BANK OF INDIA
CAYMAN ISLANDS BRANCH

BY _____
TITLE:

BANK OF IRELAND

BY _____
TITLE:

BANK OF KUWAIT AND THE MIDDLE EAST KSC
(THE)

BY _____
TITLE:

BANK OF MONTREAL

BY _____
TITLE:

BANK OF NEW ENGLAND, N.A.

BY _____
TITLE:

BANK OF NEW PROVIDENCE LIMITED

BY _____
TITLE:

S-30

BANK OF NEW YORK (THE)

BY _____
TITLE:

BANK OF NOVA SCOTIA (THE)

BY _____
TITLE:

BANK OF TOKYO (HOLLAND) N.V. (THE)

BY _____
TITLE:

BANK OF TOKYO (SCHWEIZ) AG

BY _____
TITLE:

BANK OF TOKYO INTERNATIONAL LIMITED

BY _____
TITLE:

BANK OF TOKYO, LTD. (THE)

BY _____
TITLE:

BANK OF YOKOHAMA LTD. (THE)

BY _____
TITLE:

S-31

BANK ONE INDIANAPOLIS, N.A.

BY _____
TITLE:

BANK ONE, MILWAUKEE, NA

BY _____
TITLE:

BANK OPPENHEIM PIERSON INTERNATIONAL
S.A., LUXEMBOURG

BY _____
TITLE:

BANK SAMAYE IRAN

BY _____
TITLE:

BANK VAN ROESELARE EN WEST-VLAANDEREN NV

BY _____
TITLE:

BANK VOOR NEDERLANDSCHE GEMEENTEN N.V.

BY _____
TITLE:

BANK WINTER & CO. AG

BY _____
TITLE:

S-32

BANKERS INTERNATIONAL CORP.

BY _____
TITLE:

BANKERS TRUST COMPANY

BY _____
TITLE:

BANKERS TRUST INTERNATIONAL LIMITED

BY _____
TITLE:

BANKEST OVERSEAS CURACAO N.V. -
ANT. HOL.

BY _____
TITLE:

BANKHAUS ELLWANGER UND GEIGER

BY _____
TITLE:

BANKHAUS GEBRUDER BETHMANN

BY _____
TITLE:

BANKHAUS HERMANN LAMPE
KOMMANDITGESELLSCHAFT

BY _____
TITLE:

S-33

BANKHAUS JOHN AND COMPANY

BY _____
TITLE:

BANKHAUS MAX FLESSA UND CO.

BY _____
TITLE:

BANKINVEST

BY _____
TITLE:

BANPAIS SNC

BY _____
TITLE:

BANQUE ARABE ET INTERNATIONALE
D'INVESTISSEMENT (B.A.I.I.)

BY _____
TITLE:

BANQUE BELGE LIMITED

BY _____
TITLE:

BANQUE BRUXELLES LAMBERT S.A.

BY _____
TITLE:

S-34

BANQUE CANTONALE DE ZURICHE

BY _____
TITLE:

BANQUE COMMERCIALE POUR L'EUROPE
DU NORD (EUROBANK)

BY _____
TITLE:

BANQUE D'AFFAIRES FRANCO ARABE

BY _____
TITLE:

BANQUE DE COMMERCE ET DE PLACEMENTS SA

BY _____
TITLE:

BANQUE DE CREDIT NACIONAL SAL

BY _____
TITLE:

BANQUE DE GESTION PRIVEE - SIB

BY _____
TITLE:

BANQUE DE L'UNION EUROPEENNE

BY _____
TITLE:

S-35

BANQUE DE L'UNION MARITIME ET
FINANCIERE

BY _____
TITLE:

BANQUE DE LA MEDITERRANEE FRANCE S.A.

BY _____
TITLE:

BANQUE DE LA MEDITERRANEE-LIBANO

BY _____
TITLE:

BANQUE DE NEUFLIZE, SCHLUMBERGER,
MALLET

BY _____
TITLE:

BANQUE DEMACHY ET ASSOCIES

BY _____
TITLE:

BANQUE EUROPEENNE DE CREDIT S.A.

BY _____
TITLE:

BANQUE EUROPEENNE DE TOKYO S.A.

BY _____
TITLE:

S-36

BANQUE EUROPEENNE POUR L'AMERIQUE
LATINE (BEAL) S.A.

BY _____
TITLE:

BANQUE EUROPEENNE POUR LE MOYEN
ORIENT BELGIQUE S.A.

BY _____
TITLE:

BANQUE FEDERATIVE DU CREDIT MUTUEL

BY _____
TITLE:

BANQUE FRANCAISE DU COMMERCE EXTERIEUR

BY _____
TITLE:

BANQUE FRANCO - PORTUGAISE

BY _____
TITLE:

BANQUE FRANCO YUGOSLAVE

BY _____
TITLE:

BANQUE FRANCO-ALLEMANDE S.A.

BY _____
TITLE:

S-37

BANQUE GENERALE DU LUXEMBOURG S.A.

BY _____
TITLE:

BANQUE GUTZWILLER, KURZ, BUNGENER S.A.

BY _____
TITLE:

BANQUE INDOSUEZ

BY _____
TITLE:

BANQUE INTERCOMMERCIALE DE GESTION

BY _____
TITLE:

BANQUE INTERCONTINENTALE ARABE

BY _____
TITLE:

BANQUE INTERNATIONALE A LUXEMBOURG S.A.

BY _____
TITLE:

BANQUE INTERNATIONALE DE GESTION
ET DE TRESORERIE

BY _____
TITLE:

S-38

BANQUE INTERNATIONALE POUR
L'AFRIQUE OCCIDENTALE

BY _____
TITLE:

BANQUE LOUIS-DREYFUS

BY _____
TITLE:

BANQUE NATIONALE DE GRECE (FRANCE)

BY _____
TITLE:

BANQUE NATIONALE DE PARIS

BY _____
TITLE:

BANQUE NORDEUROPE S.A.

BY _____
TITLE:

BANQUE ODIER BUNGENER COURVOISIER

BY _____
TITLE:

BANQUE PARIBAS

BY _____
TITLE:

S-39

BANQUE PETROFIGAZ

BY _____
TITLE:

BANQUE PORTUGAISE A LUXEMBOURG,
SA/ LUXEMBOURG

BY _____
TITLE:

BANQUE POUR LE COMMERCE INTERNATIONAL
S.A.

BY _____
TITLE:

BANQUE PRIVEE DE GESTION FINANCIERE
B.P.G.F.

BY _____
TITLE:

BANQUE REGIONALE DE L'OUEST

BY _____
TITLE:

BANQUE ROMANDE, GENEVA

BY _____
TITLE:

BANQUE SCALBERT DUPONT, S.A.

BY _____
TITLE:

S-40

BANQUE SCANDINAVE EN SUISSE

BY _____
TITLE: _____

BANQUE SUDAMERIS

BY _____
TITLE: _____

BANQUE SUDAMERIS FRANCE

BY _____
TITLE: _____

BANQUE SUDAMERIS,
MIAMI AGENCY

BY _____
TITLE: _____

BANQUE SUDAMERIS
SUCURSAL DE PANAMA

BY _____
TITLE: _____

BANQUE VERNES ET COMMERCIALE DE PARIS

BY _____
TITLE: _____

BANQUE VEUVE MORIN-PONS

BY _____
TITLE: _____

S-41

BANQUE WORMS

BY _____
TITLE:

BARCLAYS BANK PLC

BY _____
TITLE:

BARCLAYS BANK SA

BY _____
TITLE:

BARCLAYS INTERNATIONAL CREDIT S.A.
(BICSA)

BY _____
TITLE:

BARING BROTHERS & CO., LIMITED

BY _____
TITLE:

BASS & WERZ

BY _____
TITLE:

BAYERISCHE HYPOTHEKEN- UND WECHSEL-
BANK AKTIENGESELLSCHAFT

BY _____
TITLE:

S-42

BAYERISCHE LANDESBANK GIROZENTRALE

BY _____
TITLE:

BAYERISCHE LANDESBANK INTERNATIONAL S.A.

BY _____
TITLE:

BAYERISCHE VEREINSBANK
AKTIENGESELLSCHAFT

BY _____
TITLE:

BCI LIMITED

BY _____
TITLE:

BERGEN BANK A/S

BY _____
TITLE:

BERGEN BANK INTERNATIONAL S.A.

BY _____
TITLE:

BERLINER BANK AKTIENGESELLSCHAFT

BY _____
TITLE:

S-43

BERLINER HANDELS- UND FRANKFURTER BANK

BY _____
TITLE:

BFG: LUXEMBOURG SOCIETE ANONYME

BY _____
TITLE:

BHF-BANK INTERNATIONAL

BY _____
TITLE:

BIAPE INTERNATIONAL BANK LTD.

BY _____
TITLE:

BILBAO INTERNATIONAL BANK (JERSEY)
LIMITED

BY _____
TITLE:

BOEING COMMERCIAL AIRPLANE COMPANY

BY _____
TITLE:

BOHUSBANKEN

BY _____
TITLE:

S-44

BORDEN INC.

BY _____
TITLE:

BRASFINA SOC. FIN. S.A.

BY _____
TITLE:

BRASILIAN AMERICAN MERCHANT BANK - BAMB

BY _____
TITLE:

BRAUN AG

BY _____
TITLE:

BRED (BANQUE REGIONALE D'ESCOMPTE
ET DE DEPOTS)

BY _____
TITLE:

BREMER LANDESBANK KREDITANSTALT
OLDENBURG-GIROZENTRALE-

BY _____
TITLE:

BRINVEST COMPANY, LIMITED

BY _____
TITLE:

S-45

BROWN, SHIPLEY & CO. LIMITED

BY _____
TITLE:

C. ITOH AND CO., LTD.

BY _____
TITLE:

CAISSE CENTRALE DES BANQUES POPULAIRES

BY _____
TITLE:

CAISSE D'EPARGNE DE L'ETAT
LUXEMBOURG

BY _____
TITLE:

CAISSE D'EPARGNE DU DISTRICT
DE COURTEIARY

BY _____
TITLE:

CAISSE DES DEPOTS ET CONSIGNATIONS

BY _____
TITLE:

CAISSE NATIONALE DE CREDIT AGRICOLE

BY _____
TITLE:

S-46

CAIXA GERAL DE DEPOSITOS

BY _____
TITLE:

CALIFORNIA FIRST BANK

BY _____
TITLE:

CANADIAN COMMERCIAL BANK, BY ITS
LIQUIDATOR, PRICE WATERHOUSE LIMITED

BY _____
TITLE:

CANADIAN IMPERIAL BANK OF COMMERCE

BY _____
TITLE:

CANADIAN IMPERIAL BANK OF COMMERCE
(INTERNATIONAL) S.A.

BY _____
TITLE:

CARREFOUR NEDERLAND BV - ROTTERDAM

BY _____
TITLE:

CASA BANCARIA RIVER TRADE

BY _____
TITLE:

S-47

CASSA DI RISPARMIO DELLE PROVINCIE
LOMBARDE - CARIPLO LONDON BRANCH

BY _____
TITLE:

CAYMAN FINANCING AND CONSTRUCTION CORP.

BY _____
TITLE:

CCIC FINANCE LIMITED

BY _____
TITLE:

CESKOSLOVENSKA OBCHODNI BANKA, S.A.

BY _____
TITLE:

CHARTERHOUSE BANK LTD

BY _____
TITLE:

CHASE LINCOLN FIRST BANK, N.A.

BY _____
TITLE:

CHASE MANHATTAN BANK (AUSTRIA) A.G.

BY _____
TITLE:

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CHASE MANHATTAN BANK, N.A. (THE)

BY _____
TITLE:

CHEKIANG FIRST BANK LTD.

BY _____
TITLE:

CHEMICAL BANK

BY _____
TITLE:

CHIBA BANK, LTD. (THE)

BY _____
TITLE:

CHICAGO-TOKYO BANK (THE)

BY _____
TITLE:

CHILTINGTON LIMITED

BY _____
TITLE:

CHIYODA MUTUAL LIFE INSURANCE
COMPANY (THE)

BY _____
TITLE:

S-49

CHO HUNG BANK LONDON

BY _____
TITLE:

CHRISTIANIA BANK OG KREDITKASSE

BY _____
TITLE:

CHUO TRUST AND BANKING COMPANY,
LIMITED (THE)

BY _____
TITLE:

CIA. FINANCIERA Y COMERCIAL CARIBANA
S.A.

BY _____
TITLE:

CISALPINE OVERSEAS BANK LTD
(NOW BANCO AMBROSIANO OVERSEAS LTD)

BY _____
TITLE:

CITIBANK, N.A.

BY _____
TITLE:

S-50

CITIZENS AND SOUTHERN NATIONAL BANK
(THE)

BY _____
TITLE:

CLARK INTERNATIONAL MARKETING

BY _____
TITLE:

COASTALSOUTH LIMITED

BY _____
TITLE:

COBEGRUND FINANZ UND IMMOBILIENANSTALT

BY _____
TITLE:

COLONIAL BANK AND TRUST
GRAND CAYMAN

BY _____
TITLE:

COMERICA BANK-DETROIT

BY _____
TITLE:

COMMERCIAL BANK OF KUWAIT S.A.K.
(THE)

BY _____
TITLE:

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COMMERCIAL CREDIT INTERNATIONAL BANKING
CORPORATION

BY _____
TITLE:

COMMERCIAL SHEARING, INC.

BY _____
TITLE:

COMMERZBANK AKTIENGESELLSCHAFT

BY _____
TITLE:

COMMERZBANK INTERNATIONAL S.A.

BY _____
TITLE:

COMPAFINA BANK

BY _____
TITLE:

COMPAGNIE FINANCIERE ESPIRITO SANTO S.A.

BY _____
TITLE:

COMPAGNIE FINANCIERE MIDLAND S.A.

BY _____
TITLE:

S-52

COMPAGNIE GENERALE DE RADIOLOGIE

BY _____
TITLE:

COMPAGNIE LUXEMBOURGEOISE DE LA DRESDNER
BANK AG - DRESDNER BANK INTERNATIONAL -

BY _____
TITLE:

COMPAR (BAHAMAS) LIMITED

BY _____
TITLE:

CONNECTICUT NATIONAL BANK (THE)

BY _____
TITLE:

CONRAD HINRICH DONNER BANK, HAMBURG

BY _____
TITLE:

CONSTRUCTORS SADEMI INTERNATIONAL LTD.

BY _____
TITLE:

CONTI TRADE

BY _____
TITLE:

S-53

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

BY _____
TITLE:

CONTROL DATA CORPORATION

BY _____
TITLE:

COOPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A.

BY _____
TITLE:

COOPERATIVE BANK P.L.C.

BY _____
TITLE:

COPENHAGEN HANDELSBANK A/S

BY _____
TITLE:

COPENHAGEN HANDELSBANK
INTERNATIONAL S.A.

BY _____
TITLE:

COSTRANSTOR FINANZ UND IMMOBILIEN A.G.

BY _____
TITLE:

S-54

COUTTS & CO

BY _____
TITLE:

CREDINVEST AG ZURICH

BY _____
TITLE:

CREDIT AND FINANCE CORPORATION
LIMITED

BY _____
TITLE:

CREDIT CHIMIQUE

BY _____
TITLE:

CREDIT COMMERCIAL DE FRANCE

BY _____
TITLE:

CREDIT DU NORD

BY _____
TITLE:

CREDIT FRANCAIS INTERNATIONAL

BY _____
TITLE:

S-55

CREDIT GENERAL S.A. DE BANQUE

BY _____
TITLE:

CREDIT INDUSTRIEL DE L'OUVEST S.A.

BY _____
TITLE:

CREDIT INDUSTRIEL ET COMMERCIAL
DE PARIS

BY _____
TITLE:

CREDIT LYONNAIS

BY _____
TITLE:

CREDIT LYONNAIS BANK NEDERLAND N.V.

BY _____
TITLE:

CREDIT NAVAL

BY _____
TITLE:

CREDIT SUISSE

BY _____
TITLE:

S-56

CREDIT SUISSE FIRST BOSTON LIMITED

BY _____
TITLE:

CREDITANSTALT-BANKVEREIN

BY _____
TITLE:

CREDITO EMILIANO

BY _____
TITLE:

CREDITO ITALIANO SPA

BY _____
TITLE:

CREDITWEST S.P.A.

BY _____
TITLE:

CRESTAR BANK

BY _____
TITLE:

CROWN FINANCIAL CORPORATION

BY _____
TITLE:

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DAI-ICHI KANGYO BANK (SCHWEIZ) AG

BY _____
TITLE:

DAI-ICHI KANGYO BANK NEDERLAND N.V.

BY _____
TITLE:

DAI-ICHI KANGYO BANK, LIMITED (THE)

BY _____
TITLE:

DAI-ICHI MUTUAL LIFE INSURANCE
COMPANY (THE)

BY _____
TITLE:

DAIHYAKU MUTUAL LIFE INSURANCE
COMPANY

BY _____
TITLE:

DAIWA BANK LIMITED (THE)

BY _____
TITLE:

DAIWA BANK TRUST COMPANY

BY _____
TITLE:

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DAIWA EUROPE N.V.

BY _____
TITLE:

DAIWA SECURITIES (HONG KONG) LTD.

BY _____
TITLE:

DAIWA SINGAPORE LIMITED

BY _____
TITLE:

DELBRUECK U. CO.

BY _____
TITLE:

DELTEC BANKING CORPORATION LIMITED (THE)

BY _____
TITLE:

DEN NORSKE CREDITBANK

BY _____
TITLE:

DEN NORSKE CREDITBANK PLC

BY _____
TITLE:

S-59

DEPOSIT GUARANTY NATIONAL BANK

BY _____
TITLE:

DEUTSCH-SUEDAMERIKANISCHE BANK AG

BY _____
TITLE:

DEUTSCHE BANK AG

BY _____
TITLE:

DEUTSCHE BANK LUXEMBOURG S.A.

BY _____
TITLE:

DEUTSCHE GIROZENTRALE
-DEUTSCHE KOMMUNALBANK-

BY _____
TITLE:

DEUTSCHE SIEDLUNGS-UND LANDESRENTENGANG-
RFA G

BY _____
TITLE:

DEVELOPMENT BANK OF SINGAPORE LTD.

BY _____
TITLE:

S-60

DG BANK (SWITZERLAND) LTD.

BY _____

TITLE: _____

DG BANK DEUTSCHE GENOSSENSCHAFTSBANK
LOS ANGELES AGENCY

BY _____

TITLE: _____

DG BANK
DEUTSCHE GENOSSENSCHAFTSBANK

BY _____

TITLE: _____

DIE ERSTE OESTERREICHISCHE
SPAR-CASSE-BANK

BY _____

TITLE: _____

DISCOUNT BANK AND TRUST COMPANY, ZURICH

BY _____

TITLE: _____

DISCOUNT BANK OVERSEAS

BY _____

TITLE: _____

DKB ASIA LIMITED

BY _____

TITLE: _____

S-61

DNC AMERICA BANKING CORPORATION

BY _____
TITLE:

DONAU - BANK AG

BY _____
TITLE:

DOW CHEMICAL COMPANY (THE)

BY _____
TITLE:

DREIECK FINANZ AG

BY _____
TITLE:

DRESDNER BANK AKTIENGESELLSCHAFT

BY _____
TITLE:

DUBAI ORIENTAL FINANCE LTD.

BY _____
TITLE:

DURENER BANK - RFA G

BY _____
TITLE:

S-62

EAGLE NATIONAL BANK OF MIAMI

BY _____
TITLE:

ECOLAB INCORPORATED

BY _____
TITLE:

ELECTRO BANQUE

BY _____
TITLE:

ELECTRONIC RENTALS GROUP PLC

BY _____
TITLE:

EQUIMARK CORP.

BY _____
TITLE:

ERICSSON INFORMATION SYSTEMS AB

BY _____
TITLE:

ERNST LEITZ WETZLAR GMBH

BY _____
TITLE:

S-63

EURO-LATINAMERICAN BANK PLC

BY _____
TITLE:

EUROCREDIT BANK (CAYMAN)

BY _____
TITLE:

EUROPEAN AMERICAN BANCORP

BY _____
TITLE:

EUROPEAN ARAB BANK LIMITED

BY _____
TITLE:

EUROPEAN ARAB FINANCE BANK

BY _____
TITLE:

EUROPEAN BANKING COMPANY S.A.
BRUSSELS

BY _____
TITLE:

EUROPEAN BRAZILIAN BANK PLC

BY _____
TITLE:

S-64

EXIMBANK - WASHINGTON D.C.

BY _____
TITLE:

EXPORT CREDIT CORPORATION

BY _____
TITLE:

F. VAN LANSCHOT BANKIERS N.V.

BY _____
TITLE:

FEDERAL MOGUL CORPORATION

BY _____
TITLE:

FIAP LTD.

BY _____
TITLE:

FIDELITY BANK, N.A.

BY _____
TITLE:

FINANCIERA VILLAFLOR S.A.

BY _____
TITLE:

S-65

FINANCIERE INDOSUEZ GENEVE

BY _____
TITLE:

FINANZ AG ZURICH

BY _____
TITLE:

FINAVEST AG

BY _____
TITLE:

FINMESA S.A.

BY _____
TITLE:

FIRST AMTENN CORP., U.S.

BY _____
TITLE:

FIRST AND MERCHANTS CORP.

BY _____
TITLE:

FIRST ATLANTA CORP.

BY _____
TITLE:

S-66

FIRST BANK NATIONAL ASSOCIATION

BY _____
TITLE:

FIRST CHICAGO INTERNATIONAL FINANCE
CORP.

BY _____
TITLE:

FIRST CITY BANK OF DALLAS

BY _____
TITLE:

FIRST FIDELITY BANK N.A., NEW JERSEY

BY _____
TITLE:

FIRST INTERSTATE BANK OF CALIFORNIA

BY _____
TITLE:

FIRST INTERSTATE BANK OF OREGON, N.A.

BY _____
TITLE:

FIRST INTERSTATE CAPITAL MARKETS LIMITED

BY _____
TITLE:

S-67

FIRST JERSEY NATIONAL BANK

BY _____
TITLE:

FIRST KENTUCKY NATIONAL CORP.

BY _____
TITLE:

FIRST NATIONAL BANK OF BOSTON (THE)

BY _____
TITLE:

FIRST NATIONAL BANK OF CHICAGO, (THE)

BY _____
TITLE:

FIRST NATIONAL BANK OF COMMERCE

BY _____
TITLE:

FIRST NATIONAL BANK OF LOUISVILLE

BY _____
TITLE:

FIRST NATIONAL BANK OF MARYLAND (THE)

BY _____
TITLE:

S-68

FIRST NATIONAL BANK OF TOLEDO

BY _____
TITLE:

FIRST OF AMERICA BANK - DETROIT N.A.

BY _____
TITLE:

FIRST OKLAHOMA BANCORPORATION - EUA G

BY _____
TITLE:

FIRST PANAMA CORP. - PANAMA

BY _____
TITLE:

FIRST PENNSYLVANIA BANK, N.A.

BY _____
TITLE:

FIRST SECURITY BANK OF UTAH N.A.

BY _____
TITLE:

FIRST TENNESSEE BANK
NATIONAL ASSOCIATION

BY _____
TITLE:

S-69

FIRST UNION NATIONAL BANK OF
NORTH CAROLINA

BY _____
TITLE:

FIRST WISCONSIN NATIONAL BANK
OF MILWAUKEE

BY _____
TITLE:

FISHER + PORTER COMPANY

BY _____
TITLE:

FLEET NATIONAL BANK

BY _____
TITLE:

FLORIDA NATIONAL BANK OF MIAMI

BY _____
TITLE:

FORFAITIERUNG UND FINANZ AG

BY _____
TITLE:

FORSTA SPARBANKEN

BY _____
TITLE:

S-70

FRAGAR S.A.

BY _____
TITLE:

FRANKFURT BUKAREST BANK A.G.

BY _____
TITLE:

FRENCH AMERICAN BANKING CORPORATION,
PARIS

BY _____
TITLE:

FUJI BANK (SCHWEIZ) AG

BY _____
TITLE:

FUJI BANK AND TRUST COMPANY (THE)

BY _____
TITLE:

FUJI BANK, LIMITED (THE)

BY _____
TITLE:

FUJITA CORPORATION

BY _____
TITLE:

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FUKOKU MUTUAL LIFE INSURANCE
COMPANY

BY _____
TITLE:

FULTON NATIONAL BANK OF ATLANTA

BY _____
TITLE:

G.D. SEARLE AND CO. - SKOKIE

BY _____
TITLE:

G.F.E. BENELUX S.A.

BY _____
TITLE:

G.M. PFAFF AKTIENGESELLSCHAFT

BY _____
TITLE:

GARANTIA BANK, LIMITED (THE)

BY _____
TITLE:

GENERALE BANK S.A./N.V.

BY _____
TITLE:

S-72

GENOSSENSCHAFTLICHE ZENTRALBANK A.G.

BY _____
TITLE:

GEORGE E. FAILING CO. - ENID -
US OF AMERICA

BY _____
TITLE:

GFC INTERNATIONAL FINANCE N.V.

BY _____
TITLE:

GIROZENTRALE UND BANK DER
OESTERREICHISCHEN SPARKASSEN AG

BY _____
TITLE:

GLOBAL FINANCIAL GROUP LTD. - NEW YORK

BY _____
TITLE:

GLOBALEASE, INC.
LEFAC INTERNATIONAL

BY _____
TITLE:

GOTABANKEN

BY _____
TITLE:

S-73

GOTTHARD BANK INTERNATIONAL LTD.

BY _____
TITLE:

GOVERNOR AND COMPANY OF THE
BANK OF SCOTLAND (THE)

BY _____
TITLE:

GREATER TRANSPACIFIC COMPANY, (THE)

BY _____
TITLE:

GRINDLAYS BANK P.L.C.

BY _____
TITLE:

GTE VALERON TROY

BY _____
TITLE:

GULF BANK K.S.C. (THE)

BY _____
TITLE:

GULF INTERNATIONAL BANK B.S.C.

BY _____
TITLE:

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GULF RIYAD BANK E.C.

BY _____
TITLE:

H. ALBERT DE BARY AND CO. N.V.

BY _____
TITLE:

HACHIJUNI BANK, LTD. (THE)

BY _____
TITLE:

HAMBROS BANK LIMITED

BY _____
TITLE:

HAMBURGISCHE LANDESBANK
-GIROZENTRALE-

BY _____
TITLE:

HANDELSBANK N.W.

BY _____
TITLE:

HARRIS TRUST AND SAVINGS BANK

BY _____
TITLE:

S-75

HARRISON OVERSEAS CORPORATION

BY _____
TITLE:

HAUCH (GEORG) E SOHN

BY _____
TITLE:

HAWAII FINANCIAL CORPORATION
(HONG KONG) LIMITED

BY _____
TITLE:

HELABA LUXEMBOURG HESSISCHE LANDESBANK
INTERNATIONAL S.A.

BY _____
TITLE:

HENKEL KGAA

BY _____
TITLE:

HESSISCHE LANDESBANK - GIROZENTRALE

BY _____
TITLE:

HILL SAMUEL & CO. LIMITED

BY _____
TITLE:

S-76

HIROSHIMA BANK, LTD. (THE)

BY _____
TITLE:

HOKKAIDO TAKUSHOKU BANK LIMITED (THE)

BY _____
TITLE:

HOKURIKU BANK, LTD. (THE)

BY _____
TITLE:

HONGKONG AND SHANGHAI BANKING
CORPORATION (THE)

BY _____
TITLE:

HONGKONG BANK OF CANADA

BY _____
TITLE:

HORIZON BANK, NATIONAL ASSOCIATION

BY _____
TITLE:

HUGO KAHN & CO. BANKERS - SUICA

BY _____
TITLE:

S-77

HUNTINGTON NATIONAL BANK

BY _____
TITLE: _____

HYPOBANK INTERNATIONAL S.A.,
LUXEMBOURG

BY _____
TITLE: _____

HYPOTEKAR-UND HANDELSBANK WINTERTHUR-
SUICA

BY _____
TITLE: _____

IBERO-AMERIKA BANK
AKTIENGESELLSCHAFT

BY _____
TITLE: _____

IBJ ASIA LTD., HK

BY _____
TITLE: _____

IBJ SCHRODER BANK AND TRUST COMPANY

BY _____
TITLE: _____

IFIM INTERNATIONAL BV AMSTERDAM

BY _____
TITLE: _____

S-78

IKD INTERNATIONAL

BY _____
TITLE:

IMPERIAL CLEVITE

BY _____
TITLE:

INARCO INTERNATIONAL BANK N.V.

BY _____
TITLE:

INDEX - WERKE KG HAHN TESSKY

BY _____
TITLE:

INDIAN OVERSEAS BANK

BY _____
TITLE:

INDIANA NATIONAL BANK (THE)

BY _____
TITLE:

INDUSTRIAL BANK OF JAPAN,
LIMITED (THE)

BY _____
TITLE:

S-79

INDUSTRIAL BANK OF KUWAIT K.S.C. (THE)

BY _____
TITLE:

INDUSTRIAL MULTINATIONAL INVESTMENTS
LIMITED JERSEY C.I.

BY _____
TITLE:

INTERCONTINENTAL BANK

BY _____
TITLE:

INTEREUROPA INVESTMENT CORP. - PANAMA

BY _____
TITLE:

INTERKOTEKS FINANCE S.A.

BY _____
TITLE:

INTERLEGO A.G.

BY _____
TITLE:

INTERNATIONAL BANK LIMITED

BY _____
TITLE:

S-80

INTERNATIONAL BANK OF CALIFORNIA NA
SAN FRANCISCO BRANCH

BY _____
TITLE:

INTERNATIONAL BANK OF MIAMI, N.A. (THE)

BY _____
TITLE:

INTERNATIONAL BANKERS FRANCE

BY _____
TITLE:

INTERNATIONAL COMMERCIAL BANK PLC

BY _____
TITLE:

INTERNATIONAL MEXICAN BANK LIMITED

BY _____
TITLE:

INTERNATIONAL TRADE
AND INVESTMENT BANK S.A.

BY _____
TITLE:

INTERNATIONAL UNION BANK, S.A.

BY _____
TITLE:

S-81

INTERNATIONALE BANK FUER AUSSENHANDEL
AKTIENGESELLSCHAFT

BY _____
TITLE:

INTERNATIONALE GENOSSENSCHAFTSBANK AG

BY _____
TITLE:

INVESTICOMO KOMEACIJALKA BANKA

BY _____
TITLE:

IRAN OVERSEAS INVESTMENT CORPORATION
LIMITED

BY _____
TITLE:

IRISH BANK OF COMMERCE LIMITED, DUBLIN.

BY _____
TITLE:

IRVING INTERNATIONAL FINANCING
CORPORATION

BY _____
TITLE:

IRVING TRUST COMPANY

BY _____
TITLE:

S-82

ISRAEL DISCOUNT BANK HOLDING CORP. LTD.

BY _____
TITLE:

ISTITUTO BANCARIO SAN PAOLO DI TORINO

BY _____
TITLE:

ITALIAN INTERNATIONAL BANK PLC

BY _____
TITLE:

J. HENRY SCHRODER WAGG & CO. LIMITED

BY _____
TITLE:

J.P. MORGAN NEDERLAND N.V.

BY _____
TITLE:

JAPAN INTERNATIONAL BANK LIMITED

BY _____
TITLE:

JUNO S.A. DE FINANZAS

BY _____
TITLE:

S-83

KABELMETAL ELECTRO GMBH

BY _____
TITLE:

KANSALLIS INTERNATIONAL BANK S.A.

BY _____
TITLE:

KLAUSEN FINANZ A.G.

BY _____
TITLE:

KLEINWORT BENSON LIMITED

BY _____
TITLE:

KONE CORPORATION

BY _____
TITLE:

KOREA EXCHANGE BANK, LONDON BRANCH

BY _____
TITLE:

KOREA EXCHANGE BANK
LOS ANGELES AGENCY

BY _____
TITLE:

S-84

KOREA FIRST BANK

BY _____
TITLE:

KREDIETBANK N.V.

BY _____
TITLE:

KREDIETBANK S.A. LUXEMBOURGEOISE

BY _____
TITLE:

KUMIAI CHEMICAL INDUSTRY CO., LTD.

BY _____
TITLE:

KUWAIT FOREIGN TRADING CONTRACTING &
INVESTMENT CO. (S.A.K.)

BY _____
TITLE:

KUWAIT INVESTMENT COMPANY (S.A.K.)

BY _____
TITLE:

KUWAIT PACIFIC FINANCE COMPANY LIMITED

BY _____
TITLE:

S-85

KUWAIT REAL ESTATE BANK, K.S.C.

BY _____
TITLE:

KUWAITI-FRENCH BANK

BY _____
TITLE:

KYOWA BANK, LTD. (THE)

BY _____
TITLE:

L'EUROPEENNE DE BANQUE

BY _____
TITLE:

L.M.T. BANK LIMITED

BY _____
TITLE:

LA ROCHE AND COMPANY BANQUIERS

BY _____
TITLE:

LANDESBANK RHEINLAND-PFALZ
-GIROZENTRALE-

BY _____
TITLE:

S-86

LANDESBANK SAAR GIROZENTRALE

BY _____
TITLE:

LANDESBANK SCHLESWIG-HOLSTEIN
GIROZENTRALE

BY _____
TITLE:

LANDESBANK SCHLESWIG-HOLSTEIN
INTERNATIONAL S.A.

BY _____
TITLE:

LANDESBANK STUTTGART GIROZENTRALE

BY _____
TITLE:

LANDESBANK STUTTGART
LONDON BRANCH

BY _____
TITLE:

LANDESKREDITBANK BADEN-WURTTENBERG

BY _____
TITLE:

LAVORO BANK OVERSEAS N.V.

BY _____
TITLE:

S-87

LAZARD BROTHERS AND CO., LIMITED

BY _____
TITLE:

LIBRA BANK PLC

BY _____
TITLE:

LIBYAN ARAB FOREIGN BANK

BY _____
TITLE:

LLOYDS BANK CANADA

BY _____
TITLE:

LLOYDS BANK PLC

BY _____
TITLE:

LOCABAIL INTERNATIONAL FINANCE LTD.

BY _____
TITLE:

LOCTITE CORPORATION

BY _____
TITLE:

S-88

LONDON & CONTINENTAL BANKERS LIMITED

BY _____
TITLE:

LONG TERM CREDIT BANK OF JAPAN (EUROPE)
S.A. (THE)

BY _____
TITLE:

LONG-TERM CREDIT BANK OF JAPAN,
LIMITED (THE)

BY _____
TITLE:

LTCB ASIA LIMITED

BY _____
TITLE:

M&I MARSHALL & ILSELY BANK

BY _____
TITLE:

MALAYAN BANKING BERHAD

BY _____
TITLE:

MANUFACTURERS AND TRADERS TRUST COMPANY

BY _____
TITLE:

S-89

MANUFACTURERS HANOVER BANK OF CANADA

BY _____
TITLE:

MANUFACTURERS HANOVER BANK/FRANCE

BY _____
TITLE:

MANUFACTURERS HANOVER LEASING
INTERNATIONAL CORP.

BY _____
TITLE:

MANUFACTURERS HANOVER TRUST COMPANY

BY _____
TITLE:

MANUFACTURERS NATIONAL CORPORATION

BY _____
TITLE:

MARIELLE INVESTMENTS N.V.

BY _____
TITLE:

MARINE MIDLAND BANK N.A.

BY _____
TITLE:

S-90

MARUBENI CORPORATION

BY _____
TITLE:

MARYLAND NATIONAL BANK

BY _____
TITLE:

MBANK HOUSTON, N.A.

BY _____
TITLE:

MEES & HOPE FINANZGESELLSCHAFT AG

BY _____
TITLE:

MELITTA MINDER

BY _____
TITLE:

MELLON BANK, N.A.

BY _____
TITLE:

MERCANTILE BANK N.A.

BY _____
TITLE:

S-91

MERCATOR INVESTMENT CO. LTD.

BY _____
TITLE:

MERCHANTS NATIONAL BANK AND TRUST
COMPANY OF INDIANAPOLIS

BY _____
TITLE:

MERCK, FINCK & COMPANY

BY _____
TITLE:

MERRILL LYNCH BANK AND TRUST COMPANY
(CAYMAN) LIMITED

BY _____
TITLE:

MIAMI NATIONAL BANK

BY _____
TITLE:

MIDDLE EAST BANK - DUBAI

BY _____
TITLE:

MIDDLE EAST FINANCE INTERNATIONAL
LTD.

BY _____
TITLE:

S-92

MIDLAND BANK PLC

BY _____
TITLE:

MIDLAND INTERNATIONAL TRADE SERVICES
(USA) CORPORATION

BY _____
TITLE:

MIDLANTIC NATIONAL BANK

BY _____
TITLE:

MIRE SAFETY APPLIANCE COMPANY (MSA)

BY _____
TITLE:

MITSUBISHI BANK OF CALIFORNIA (THE)

BY _____
TITLE:

MITSUBISHI BANK, LIMITED (THE)

BY _____
TITLE:

MITSUBISHI CORPORATION

BY _____
TITLE:

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MITSUBISHI TRUST & BANKING CORPORATION
(EUROPE) S.A.

BY _____
TITLE:

MITSUBISHI TRUST AND BANKING CORPORATION
(THE)

BY _____
TITLE:

MITSUBISHI TRUST FINANCE (ASIA)
LIMITED

BY _____
TITLE:

MITSUI BANK, LIMITED (THE)

BY _____
TITLE:

MITSUI FINANCE ASIA LIMITED

BY _____
TITLE:

MITSUI MANUFACTURERS BANK

BY _____
TITLE:

S-94

MITSUI MUTUAL LIFE INSURANCE
COMPANY

BY _____
TITLE:

MITSUI TRUST AND BANKING
COMPANY LIMITED (THE)

BY _____
TITLE:

MMS MARKETING AND MANAGEMENT SERVICES
CORPORATION - PANAMA

BY _____
TITLE:

MONTE DEI PASCHI DI SIENA

BY _____
TITLE:

MONTPELLIER ENTERPRISE CORPORATION

BY _____
TITLE:

MORGAN GRENFELL AND CO. LIMITED

BY _____
TITLE:

S-95

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

BY _____
TITLE:

MOSCOW NARODNY BANK

BY _____
TITLE:

MULTI BANKING CORPORATION (OVERSEAS)
LIMITED, GRAND CAYMAN

BY _____
TITLE:

MULTI COMMERCIAL BANK

BY _____
TITLE:

MULTIBANCO COMERMEX, S.N.C.

BY _____
TITLE:

MULTIBANCO MERCANTIL DE MEXICO S.N.C.

BY _____
TITLE:

MULTIFINANCE S.A.

BY _____
TITLE:

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MULTIINVEST

BY _____
TITLE:

N.V. BEKAERT S.A.

BY _____
TITLE:

NATIONAL AUSTRALIA BANK LIMITED

BY _____
TITLE:

NATIONAL BANK OF ABU DHABI

BY _____
TITLE:

NATIONAL BANK OF BAHRAIN B.F.C.

BY _____
TITLE:

NATIONAL BANK OF CANADA

BY _____
TITLE:

NATIONAL BANK OF DETROIT

BY _____
TITLE:

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NATIONAL BANK OF GREECE

BY _____
TITLE:

NATIONAL BANK OF HUNGARY

BY _____
TITLE:

NATIONAL BANK OF KUWAIT S.A.K.

BY _____
TITLE:

NATIONAL BANK OF WASHINGTON (THE)

BY _____
TITLE:

NATIONAL CITY BANK

BY _____
TITLE:

NATIONAL COMMERCIAL BANK

BY _____
TITLE:

NATIONAL COMMERCIAL BANKING CORPORATION
OF AUSTRALIA

BY _____
TITLE:

S-98

NATIONAL WESTMINSTER BANK PLC

BY _____
TITLE:

NCNB NATIONAL BANK OF FLORIDA

BY _____
TITLE:

NCNB NATIONAL BANK OF NORTH CAROLINA

BY _____
TITLE:

NCNB TEXAS NATIONAL BANK

BY _____
TITLE:

NEDBANK LIMITED

BY _____
TITLE:

NEDERLANDSCHE MIDDENSTANDBANK N.V.

BY _____
TITLE:

NEDERLANDSE CREDIETBANK N.V.

BY _____
TITLE:

S-99

NEDERLANDSE INVESTERINGSBANK ONTWIKKE
RINGSLANDEN

BY _____
TITLE:

NEW JERSEY NATIONAL BANK

BY _____
TITLE:

NIKKO (LUXEMBOURG) S.A. (THE)

BY _____
TITLE:

NIPPON CREDIT BANK LTD. (THE)

BY _____
TITLE:

NIPPON CREDIT INTERNATIONAL
(HONG KONG) LTD.

BY _____
TITLE:

NIPPON DANTAI LIFE INSURANCE
CO., LTD.

BY _____
TITLE:

NIPPON LIFE INSURANCE COMPANY

BY _____
TITLE:

S-100

NIPPON TRUST BANK LIMITED

BY _____
TITLE:

NMB BANK (DEUTSCHLAND) AG.

BY _____
TITLE:

NOMURA EUROPE N.V.

BY _____
TITLE:

NORBANKEN

BY _____
TITLE:

NORDDEUTSCHE LANDESBANK GIROZENTRALE

BY _____
TITLE:

NORDFINANZ-BANK ZURICH

BY _____
TITLE:

NORECO FINANZ AG

BY _____
TITLE:

S-101

NORTH AMERICAN FINANCIAL CORP.

BY _____
TITLE:

NORTHEAST BANK CORP.

BY _____
TITLE:

NORTHERN TRUST COMPANY (THE)

BY _____
TITLE:

NORWEST BANK MINNEAPOLIS, N.A.

BY _____
TITLE:

NUOVA IND. ELETRICHE DI LEGHANO S.P.A.

BY _____
TITLE:

NUOVO BANCO AMBROSIANO S.P.A.

BY _____
TITLE:

OCE - VANDER GRITEN N.V.

BY _____
TITLE:

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OESTERREICHISCHE LAENDERBANK
AKTIENGESELLSCHAFT

BY _____
TITLE:

OESTERREICHISCHE VOLKSBANKEN-
AKTIENGESELLSCHAFT

BY _____
TITLE:

OFFICINE SAVIO S.P.A.

BY _____
TITLE:

OLD STONE BANK, A FEDERAL SAVINGS BANK

BY _____
TITLE:

OLIN HUNT SPECIALTY PRODUCTS

BY _____
TITLE:

OMARK INDUSTRIES, INC.

BY _____
TITLE:

OST-WEST HANDELSBANK AG

BY _____
TITLE:

S-103

OSTGOTA ENSKILDA BANK

BY _____
TITLE:

OVERSEAS LENDING CORPORATION

BY _____
TITLE:

PARTNERSHIP PACIFIC BANK NV

BY _____
TITLE:

PATERSON JENKS, PLC

BY _____
TITLE:

PEOPLES NATIONAL BANK OF WASHINGTON

BY _____
TITLE:

PFIZER INC. - NEW YORK

BY _____
TITLE:

PHILADELPHIA INTERNATIONAL BANK
NEW YORK

BY _____
TITLE:

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PHILADELPHIA NATIONAL BANK (THE)

BY _____
TITLE:

PHILIPP BROTHERS AG

BY _____
TITLE:

PHILIPPINE NATIONAL BANK

BY _____
TITLE:

PHILIPS GLOEILAMPENFABRIEKEN N.V.

BY _____
TITLE:

PICTET AND CIE

BY _____
TITLE:

PIERSON, HELDRING & PIERSON (U.K.) LTD.

BY _____
TITLE:

PIONEER HI BRED INTERNATIONAL
DES MOINES

BY _____
TITLE:

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PITTSBURGH NATIONAL BANK

BY _____
TITLE:

PKBANKEN

BY _____
TITLE:

PKBANKEN INTERNATIONAL (LUXEMBOURG) S.A.

BY _____
TITLE:

POSTIPANKKI (U.K.) LIMITED

BY _____
TITLE:

PRIVATBANKEN INTERNATIONAL (DENMARK) SA

BY _____
TITLE:

PRIVATBANKEN LIMITED

BY _____
TITLE:

PROVINSBANKEN INTERNATIONAL
(LUXEMBOURG) S.A.

BY _____
TITLE:

S-106

PRUDENTIAL-BACHE LATIN AMERICA, INC.

BY _____
TITLE:

QATAR NATIONAL BANK

BY _____
TITLE:

RABOBANK NEDERLAND

BY _____
TITLE:

RAIFFEISENBANK WIEN

BY _____
TITLE:

RAINIER NATIONAL BANK

BY _____
TITLE:

REISS AND COMPANY BANKIERS

BY _____
TITLE:

REPUBLIC NATIONAL BANK OF NEW YORK

BY _____
TITLE:

S-107

REPUBLIC NATIONAL BANK OF NEW YORK
(INTERNATIONAL) LIMITED

BY _____
TITLE:

REPUBLIC NEW YORK INVESTMENT CORPORATION

BY _____
TITLE:

RHODE ISLAND HOSPITAL TRUST
NATIONAL BANK

BY _____
TITLE:

RHONE PAULENO S.A. (COURBEVOIE)

BY _____
TITLE:

RIGGS NATIONAL BANK OF WASHINGTON, D.C.
(THE)

BY _____
TITLE:

RIYAD BANK

BY _____
TITLE:

ROSENTHAL INTERNATIONAL LIMITED

BY _____
TITLE:

S-108

ROTHCHILDS BANK AG

BY _____
TITLE:

ROTHSCHILD N.W.E. SONS

BY _____
TITLE:

ROYAL BANK OF CANADA (THE)

BY _____
TITLE:

ROYAL BANK OF CANADA TRADE FINANCE LTD.

BY _____
TITLE:

ROYAL BANK OF SCOTLAND PLC (THE)

BY _____
TITLE:

ROYAL TRUST BANK (SWITZERLAND)

BY _____
TITLE:

S.B. INTERNATIONAL

BY _____
TITLE:

S-109

S.G. WARBURG & CO. LTD.

BY _____
TITLE:

SAFRABANK, MIAMI

BY _____
TITLE:

SAITAMA BANK LIMITED (THE)

BY _____
TITLE:

SAITAMA INTERNATIONAL (HONG KONG)
LIMITED

BY _____
TITLE:

SAL. OPPENHEIM JR. & CIE.

BY _____
TITLE:

SALOMON BROTHERS INC.

BY _____
TITLE:

SAMUEL MONTAGUE AND COMPANY, LIMITED

BY _____
TITLE:

S-110

SANDOZ LIMITED

BY _____
TITLE:

SANDVIK AB

BY _____
TITLE:

SANWA BANK CALIFORNIA

BY _____
TITLE:

SANWA BANK, LIMITED (THE)

BY _____
TITLE:

SANYO ELECTRIC TRADING COMPANY, LIMITED

BY _____
TITLE:

SAPAG - S.A. PARTICIPATIONS

BY _____
TITLE:

SAUDI AMERICAN BANK

BY _____
TITLE:

S-111

SAUDI BRITISH BANK
(AL-BANK AL-SAUDI AL-BRITANI)

BY _____
TITLE:

SAUDI CAIRO BANK

BY _____
TITLE:

SAUDI EUROPEAN BANK S.A.

BY _____
TITLE:

SAUDI INTERNATIONAL BANK
AL-BANK AL-SAUDI AL-ALAMI LIMITED

BY _____
TITLE:

SAUDI NATIONAL COMMERCIAL BANK,
OBU-BAHRAIN

BY _____
TITLE:

SCANDINAVIAN BANK GROUP PLC

BY _____
TITLE:

S-112

SCHWEITZERISCHE SCHIFFSHYPOTHEKENBANK
BASEL/SWITZERLAND

BY _____
TITLE:

SCHWEIZERISCHE KREDITANSTALT
(DEUTCHLAND) AG NIEDERLASSUNG FUERTH

BY _____
TITLE:

SDS BANK LIMITED

BY _____
TITLE:

SECO TOOLS AB

BY _____
TITLE:

SECURITY PACIFIC NATIONAL BANK

BY _____
TITLE:

SEVENTY SEVEN (77) BANK LIMITED

BY _____
TITLE:

SHANGHAI COMMERCIAL BANK LTD
SAN FRANCISCO AGENCY

BY _____
TITLE:

S-113

SHAWMUT BANK, N.A.

BY _____
TITLE:

SHAWMUT WORCESTER COUNTY BANK, N.A.

BY _____
TITLE:

SHEARSON LEHMAN ASSET TRADING INC.

BY _____
TITLE:

SHERBANK

BY _____
TITLE:

SHIZUOKA BANK, LTD. (THE)

BY _____
TITLE:

SIAM COMMERCIAL BANK LTD.

BY _____
TITLE:

SIEMENS AKTIENGESELLSCHAFT
(SIEMENS AG)

BY _____
TITLE:

S-114

SIGNET BANK/VIRGINIA

BY _____
TITLE:

SINGAPORE NOMURA MERCHANT BANKING
LIMITED

BY _____
TITLE:

SINGER AND FRIEDLANDER LIMITED

BY _____
TITLE:

SKANDINAVISKA ENSKILDA BANKEN

BY _____
TITLE:

SKANDINAVISKA ENSKILDA BANKEN
(LUXEMBOURG) S.A.

BY _____
TITLE:

SKANDINAVISKA ENSKILDA BANKEN
CORPORATION

BY _____
TITLE:

SKIBS A/S STORLI

BY _____
TITLE:

S-115

SLATER, WALKER LIMITED

BY _____
TITLE:

SLOMAN BANK KG

BY _____
TITLE:

SOCIEDADE FINANCEIRA PORTUGUESA

BY _____
TITLE:

SOCIETE BANCAIRE JULIUS BAER

BY _____
TITLE:

SOCIETE CENTRALE DE BANQUE

BY _____
TITLE:

SOCIETE D'ADMINISTRATION ET DE
FINANCEMENT (SAFI) S.A.

BY _____
TITLE:

SOCIETE EUROPEENNE DE BANQUE S.A.

BY _____
TITLE:

S-116

SOCIETE FINANCIERE EUROPEENE
(LUXEMBOURG)

BY _____
TITLE:

SOCIETE FINANCIERE PRIVEE

BY _____
TITLE:

SOCIETE GENERALE

BY _____
TITLE:

SOCIETE GENERALE ALSACIENNE DE BANQUE

BY _____
TITLE:

SOCIETE GENERALE MERCHANT BANK PLC
LONDON

BY _____
TITLE:

SOCIETE INTERNATIONALE DE BANQUE

BY _____
TITLE:

SOCIETE LYONNAISE DE BANQUE

BY _____
TITLE:

S-117

SOCIETE NATIONALE DES TELECOMMUNICATIONS
DE SENEGAL (SONATEL)

BY _____
TITLE: _____

SOCIETY NATIONAL BANK

BY _____
TITLE: _____

SOFIS LIMITED

BY _____
TITLE: _____

SOMAX FINANCE, LIMITED

BY _____
TITLE: _____

SOOFINCO S.A.

BY _____
TITLE: _____

SOUTHEAST BANK N.A.

BY _____
TITLE: _____

SOVRAN BANK/CENTRAL SOUTH

BY _____
TITLE: _____

S-118

SPARBANKEN SKANE

BY _____
TITLE: _____

SPAREKASSEN SDS

BY _____
TITLE: _____

STADTSPARKASSE MUNSTER

BY _____
TITLE: _____

STAFF UNI INVESTMENT ESTABLISHMENT

BY _____
TITLE: _____

STANDARD CHARTERED BANK

BY _____
TITLE: _____

STATE BANK OF INDIA

BY _____
TITLE: _____

STATE STREET BANK AND TRUST COMPANY

BY _____
TITLE: _____

S-119

SUDINVEST ENTERPRISE S.A.

BY _____
TITLE:

SULZER BROTHERS LTD.

BY _____
TITLE:

SUMITOMO BANK OF CALIFORNIA (THE)

BY _____
TITLE:

SUMITOMO BANK, LIMITED (THE)

BY _____
TITLE:

SUMITOMO CORPORATION

BY _____
TITLE:

SUMITOMO FINANCE (ASIA) LIMITED

BY _____
TITLE:

SUMITOMO LIFE INSURANCE COMPANY

BY _____
TITLE:

S-120

SUMITOMO TRUST AND BANKING
COMPANY LIMITED (THE)

BY _____
TITLE:

SUN BANK N.A.

BY _____
TITLE:

SVENSKA HANDELSBANKEN

BY _____
TITLE:

SVENSKA HANDELSBANKEN S.A.

BY _____
TITLE:

SVERIGES INVESTERINGSBANK A.B.

BY _____
TITLE:

SWEDBANK, STOCKHOLM

BY _____
TITLE:

SWISS BANK CORPORATION

BY _____
TITLE:

S-121

SWISS VOLKSBANK

BY _____
TITLE:

TAIYO KOBE BANK, LIMITED (THE)

BY _____
TITLE:

TAIYO KOBE FINANCE HONGKONG LIMITED

BY _____
TITLE:

TAIYO MUTUAL LIFE INSURANCE
COMPANY (THE)

BY _____
TITLE:

TAKUGIN INTERNATIONAL (ASIA) LIMITED

BY _____
TITLE:

TAKUGIN INTERNATIONAL BANK (EUROPE)
S.A.

BY _____
TITLE:

TARBET COMPANY, LIMITED

BY _____
TITLE:

S-122

TARPAN BAY INVESTMENTS CO. INC

BY _____
TITLE:

TAT LEE BANK LIMITED

BY _____
TITLE:

TESRAL FINANCE S.A.

BY _____
TITLE:

TEXAS COMMERCE BANK NATIONAL ASSOCIATION

BY _____
TITLE:

TEXBAUM FINANZIERUNGS-ANSTALT

BY _____
TITLE:

THE MEIJI MUTUAL LIFE INSURANCE
COMPANY

BY _____
TITLE:

TOKAI ASIA LIMITED

BY _____
TITLE:

S-123

TOKAI BANK, LIMITED (THE)

BY _____
TITLE:

TOKYO MARINE AND FIRE INSURANCE
COMPANY, LTD.

BY _____
TITLE:

TOKYO MUTUAL LIFE INSURANCE COMPANY

BY _____
TITLE:

TORONTO-DOMINION BANK (THE)

BY _____
TITLE:

TOYO TRUST AND BANKING CO., LTD.

BY _____
TITLE:

TRADE DEVELOPMENT BANK

BY _____
TITLE:

TRINKAUS & BURKHARDT (INTERNATIONAL)
S.A.

BY _____
TITLE:

S-124

TRUETZSCHLER GMBH AND CO.

BY _____
TITLE:

TRUST COMPANY BANK

BY _____
TITLE:

TSB ENGLAND & WALES PLC

BY _____
TITLE:

UBAE ARAB GERMAN BANK SOCIETE ANONYME

BY _____
TITLE:

UBAF ARAB AMERICAN BANK

BY _____
TITLE:

UBAF BANK LIMITED

BY _____
TITLE:

UBAN INTERNATIONAL LIMITED,
HONG KONG

BY _____
TITLE:

S-125

UDDEHOLMS A.B. HAGFORT

BY _____
TITLE:

UHAG UEBERSEE HANDEL A.G. - ZURICH

BY _____
TITLE:

UMB BANK AND TRUST COMPANY

BY _____
TITLE:

UNIBANCO - UNIAO DE BANCOS BRASILEIROS
S.A.

BY _____
TITLE:

UNION BANK OF FINLAND LTD

BY _____
TITLE:

UNION BANK OF INDIA

BY _____
TITLE:

UNION BANK OF NORWAY, LTD.

BY _____
TITLE:

S-126

UNION BANK OF SWITZERLAND

BY _____
TITLE:

UNION BANK OF THE MIDDLE EAST LTD.

BY _____
TITLE:

UNION CHELSEA NATIONAL BANK

BY _____
TITLE:

UNION DE BANQUES ARABES ET FRANCAISES
U.B.A.F.

BY _____
TITLE:

UNION INTERNATIONAL PUBLIC LTD. CO

BY _____
TITLE:

UNION MEDITERRANEENNE DE BANQUES

BY _____
TITLE:

UNION TRUST COMPANY, CT

BY _____
TITLE:

S-127

UNION TUNISIENNE DE BANQUES

BY _____
TITLE:

UNITED BANK LIMITED

BY _____
TITLE:

UNITED BANK OF ARIZONA

BY _____
TITLE:

UNITED BANK OF KUWAIT, LTD. (THE)

BY _____
TITLE:

UNITED DOMINIONS TRUST LTD.

BY _____
TITLE:

UNITED GULF BANK

BY _____
TITLE:

UNITED MIZRAHI BANK LIMITED

BY _____
TITLE:

S-128

UNITED OVERSEAS BANK, GENEVA

BY _____
TITLE:

UNITED STATES BANKNOTE CORP.

BY _____
TITLE:

UNITED STATES NATIONAL BANK OF OREGON

BY _____
TITLE:

UNITED STATES TRUST COMPANY OF NEW YORK

BY _____
TITLE:

UNITED VIRGINIA BANK INTERNATIONAL
GEORGETOWN

BY _____
TITLE:

UNITRADING INTERNATIONAL CORPORATION

BY _____
TITLE:

UNIVERSE TANKSHIPS INC.

BY _____
TITLE:

S-129

UTAH INTERNATIONAL (SAN FRANCISCO)

BY _____
TITLE:

UTO BANK

BY _____
TITLE:

UZTRAL FINANCIAL CORP.

BY _____
TITLE:

VALLEY NATIONAL BANK OF ARIZONA (THE)

BY _____
TITLE:

VEREINS- UND WESTBANK INTERNATIONALE
SOCIETE ANONYME

BY _____
TITLE:

VEREINS-UND WESTBANK A.G.

BY _____
TITLE:

VERWALTUNGS UND PRIVATE BANK A.G.

BY _____
TITLE:

S-130

VIA BANQUE

BY _____
TITLE:

VOLKSBANK WERTHEIM AG.

BY _____
TITLE:

WACHOVIA BANK AND TRUST COMPANY N.A.

BY _____
TITLE:

WARDLEY INTERNATIONAL BANK LIMITED

BY _____
TITLE:

WELLS FARGO BANK, N.A.

BY _____
TITLE:

WEST HYDRO CONTRACTORS (W.H.C.) S.A.

BY _____
TITLE:

WESTDEUTSCHE LANDESBANK GIROZENTRALE

BY _____
TITLE:

S-131

WESTLB INTERNATIONAL S.A.

BY _____
TITLE:

WESTPAC BANKING CORPORATION

BY _____
TITLE:

WESTVACO CORPORATION

BY _____
TITLE:

WMC FINANCE LTD.

BY _____
TITLE:

WURTTENBERGISCHE KOMMUNALE LANDESBANK
GIROZENTRALE, STUTTGART

BY _____
TITLE:

XEROX CORPORATION

BY _____
TITLE:

YAMAGUCHI BANK LTD. (THE)

BY _____
TITLE:

S-132

YAMAICHI INTERNATIONAL (NEDERLAND) NV

BY _____
TITLE:

YASUDA TRUST AND BANKING COMPANY
LIMITED (THE)

BY _____
TITLE:

YORE SPARBANK

BY _____
TITLE:

ZAHNRADIAFRIK FRIEDRICHSHAFEN A.G.

BY _____
TITLE:

ZENTRALSPARKASSE DER GEMEINDE WIEN

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