

法規名稱：SUPPLEMENTAL AGREEMENT CONCERNING THE LOAN AGREEMENT BETWEEN THE
REPUBLIC OF CHINA AND THE SAUDI FUND FOR DEVELOPMENT

簽訂日期：民國 66 年 06 月 07 日

生效日期：民國 66 年 06 月 07 日

AGREEMENT dated 20 Jumada Al Thani 1397 A. H. corresponding to 7
June 1977 A. D. between.

(1) THE REPUBLIC OF CHINA (hereinafter called the Borrower) represented by His Excellency Yu-Chi Hsueh, Ambassador of the Republic of China to the Kingdom of Saudi Arabia.

and

(2) THE SAUDI FUND FOR DEVELOPMENT, Riyadh, Kingdom of Saudi Arabia (hereinafter called the Fund), represented by Dr. Mahsoun B. Jalal, Vice Chairman of the Board of Directors and Managing Director,

PREAMBLE

WHEREAS by the Loan Agreement No. 2/30 (Taiwan Trunkline Electrification Project) dated Moharram 4, 1396 A. H. corresponding to December 25, 1976 A. D. between the Fund and the Borrower (hereinafter called the Loan Agreement), the Fund has agreed to lend to the Borrower a loan in an amount of One hundred five million nine hundred thousand (105,900,000) Saudi Riyals to assist in the financing of Taiwan Trunk-line Electrification Project described in Schedule (2) to the Loan Agreement on the terms and conditions in the Loan Agreement set forth or referred to:

WHEREAS Section 2.04 of the Loan Agreement provides that:

"The items to be financed out of the proceeds of the Loan shall be determined by a subsequent supplemental agreement between the Fund and the Borrower. The parties accept all the provisions of said subsequent supplemental agreement as if they were fully set forth herein."

and:

WHEREAS the Fund and the Borrower, in view of the foregoing, have agreed to enter into this Agreement with is the Supplemental Agreement referred to in Section 2. 04 of the Loan Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Amendment to the Loan Agreement; Allocation of the Proceeds of the Loan

Section 1. 01. Section 2. 02 of the Loan Agreement is hereby amended to read as follows:

"Section 2. 02. The amount of the Loan may be withdrawn from the Loan Account in accordance with the provisions of Schedule (4) to this Agreement, as such Schedule may be amended from time to time by agreement between the Fund and the Borrower, for expenditures made (or, if the Fund shall so agree, to be made) in res-

pect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Loan." Section 1. 02. The following schedule is hereby added to the Loan Agreement as Schedule (4) thereto:

SCHEDULE (4)

Withdrawal of the Proceeds of the loan

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

Category	Amount of the Loan Allocated (Expressed in Saudi Riyals)	% of Expenditures to be Financed
I Stone ballasts, Wooden Sleepers, and Spring Steel Spikes under Part (B) of the Project.	5,830,000	100%
II Concrete Poles and legs, Wires and cables, Concrete Asbestos Troughs, Iron poles and accessories, Fasteners, and Cable Joints and Instruments under Part (C) of the Project.	29,230,000	100%
III Installation of electrification equipment under part (C) of the Project.	60,270,000	100%
IV Contingencies	10,570,000	
TOTAL:	105,900,000	

- 2 Notwithstanding the provisions of paragraph 1 above no withdrawal shall be made in respect of payments made for:

- (a) expenditures prior to the date of this Agreement;
- (b) taxes levied by, or in the territory of the Borrower on goods or services, or on the importation, manufacture, procurement or supply thereof.

ARTICLE II

Effectiveness

Section 2. 01. This Agreement shall become effective upon signature by both parties.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names, as of the day and year first above written, in two counterparts in the Arabic language, each of which shall be an original.

REPUBLIC OF CHINA

(Signed)

YU-CHI HSUEH

Authorized Representative

SAUDI FUND FOR DEVELOPMENT

(Signed)

MAHSOUN B. JALAL

Vice Chairman and

Managing Director