REVOLVING LINE OF CREDIT AGREEMENT

BETWEEN

THE ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA (BADEA)

AND

THE REPUBLIC OF THE GAMBIA

DATED 26 April 2023



This Line of Credit Agreement (hereinafter called the "Agreement") is entered into on/2023 between:

- (1) The Arab Bank for Economic Development in Africa (BADEA), an international financial institution established by its Establishment Agreement and having its headquarters at Abdurrahman Elmahdi street P.O.Box 2640 Khartoum (11111), the Republic of Sudan, referred to hereinafter as "BADEA", and
- (2) The Government of the Republic of The Gambia represented by the Ministry of Finance & Economic Affairs having its address at the Quadrangle, Banjul, the republic of the Gambia (hereinafter referred to as the "Borrower").

(BADEA and the Borrower individually and separately herein referred to as Party, together and collectively as the Parties).

Preamble

Whereas the Borrower has requested BADEA to provide a revolving trade finance facility of an amount not exceeding fifty million US Dollars (\$50,000,000) (hereinafter referred to as the "Facility") to be used exclusively to finance importing of petroleum products, food and other essential commodities from African and Arab countries;

Whereas BADEA has agreed in consideration of the foregoing, the representations, promises, covenants and other provisions herein contained, to extend the Line of Credit to the Borrower in accordance with terms and conditions hereinafter set forth;

NOW, therefore the Parties to this Agreement hereby agree as follows:



ARTICLE I DEFINITIONS AND INTERPRETATIONS

Wherever used in this Agreement or in the Annexes hereto, unless the context otherwise requires, the terms defined herein have the meaning appearing opposite to each of them:

- (A) **Arab Country:** means any country that is a member of the League of Arab States.
- (B) African country: means any country that is a member of the African Union other than those that are members of the League of Arab States.
- (C) **Availability Period:** means the period during which the Borrower is allowed to withdraw the proceeds of the Facility.
- (D) **Business Day:** means a day on which banks are open in Khartoum, Banjul and London for general business. Where the day on which a payment is due to be made is not a Business Day, the payment shall be made on the succeeding Business Day. Interest, fees and charges (if any) accrue for the period from the due date, which is not a Business Day, to the next succeeding Business Day.
- (E) **Dollar and the sign "\$"**: mean the lawful currency of the United States of America.
- (F) **Disbursement Request:** means the request set forth under Annex "I" of this Agreement.
- (G) Effectiveness Date: means the date on which BADEA confirms in writing to the Borrower that all Effectiveness Conditions as defined in Article "VIIII" herein have been fully satisfied or waived to the satisfaction of BADEA.
- (H) Event of Default: means any event listed under Article "VIII".
- (I) Framework Agreement:- means the Framework Agreement for Protection of Investment which has to be concluded between BADEA and the Government of the Republic of The Gambia to



secure and accord treatments thereto no less favourable than that it accords to any other multilateral development finance institutions operating in Gambia.

- (J) Interest Payment Date: means the date of payment of interest and other charges following the end of the Interest Period. If any such date is not a Business Day, the Interest Payment Date will fall on the next succeeding Business Day.
- (K) **Interest Period**: means the three (3) months period calculated from the first day of the month following the date of disbursement.
- (L) **Payment Date:** means the dates of payment of the principal as stipulated in the payment schedule issued by BADEA pursuant to the provisions of Sub-Section 3.05(1) of this Agreement, provided that if any such date is not a Business Day, the payment shall be made on the succeeding Business Day.



ARTICLE II THE FACILITY

Section 2.01 BADEA agrees to extend an amount of up to fifty million Dollars (\$50,000,000) in favour of the Borrower, based on the terms and conditions set forth or referred to in this Agreement. The purpose of the Facility is to finance imports of petroleum products, food and other strategic commodities of Arab and African origins in accordance with the terms and conditions of this Agreement.

Section 2.02

- a) The Borrower shall be liable for the full re-payment of the loan, interest, fees, and other charges, including those arising from and/or in relation to the execution and enforcement of this Agreement.
- b) The Borrower shall ensure that the applicable procurement procedures, as stipulated under the laws of the Republic of The Gambia are respected.

Section 2.03

Unless BADEA may otherwise agree, the Availability Period of this Facility shall be twelve (12) months to be calculated from the first withdrawal date.



ARTICLE III INTEREST, FEES AND PAYMENTS

Section 3.01 Interest

- (1) The Borrower shall pay interest, on the Interest Payment Date, to BADEA on the amount disbursed and outstanding from time to time during each Interest Period, at Three-month term SOFR rate (floored to zero) + 3% per annum.
- (2) Interest shall accrue on a daily basis and shall be payable at quarterly intervals on each Interest Payment Date. If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period shall instead end on the next succeeding Business Day. Interest shall then be calculated up to and including that next succeeding Business Day.

Section 3.02 Facility Fees

The Borrower shall pay a non-refundable facility fee of one percent (1%) of the Facility amount to be paid to BADEA upon approval of the Facility by BADEA's Board of Directors and upon renewal of the Facility.

Section 3.03 Appraisal Fees

The Borrower shall pay a non-refundable appraisal fee of zero-point five percent (0.5%) of the Facility amount as a one-off to be paid to BADEA before or upon signing this Agreement.

Section 3.04 Commitment Fees

The Borrower shall pay a commitment fee at the rate of zero-point five percent (0.5%) per annum on the undisbursed portion of the Facility amount, which shall begin to commence one hundred and eighty (180) days from the date of signing the Agreement.

Section 3.05 Legal Fees

The Borrower shall pay a non-refundable legal fee of twenty thousand dollars (US\$20,000) upon signing the Agreement.



Section 3.06 Computation of Interest and Fees

Interest and fees for the Facility shall be computed on a daily basis, and for this purpose, each year shall be considered to consist of three hundred and sixty (360) days.

Section 3.07 Repayment of Principal

- (1) The Borrower shall repay each drawn amount of the Facility within one hundred and twenty (120) days to be calculated from the first day of the month following each withdrawal and in accordance with such schedule as will hereafter be provided to the Borrower by BADEA. All such repayments shall be transferred without any delay for whatever reason, on the Payment Date specified in such schedule to BADEA's bank account as BADEA shall from time to time designate.
- (2) The repaid amount of the Facility will be available for re-utilisation subject to no event of default and validity of the Availability Period.

Section 3.08 Late Payments

Without prejudice to the remedies available to BADEA under this Agreement or otherwise, if the Borrower fails to make any payment of interest, principal, or any other payment due on its due date pursuant to this Agreement, the Borrower shall pay a default charge at a rate of three per cent (3%) per annum above the applicable interest rate in respect of such due and unpaid amount. Such default charge shall be applicable from the date any such amount became due until the date of the actual payment.

Section 3.09 Payments Currency

The Borrower shall, unless otherwise specified, make all payments of principal and interest due to BADEA under this Agreement in Dollar at such bank account as BADEA from time to time may designate.



Section 3.10 Taxes

- (1) All payments of principal, interest and other amounts due under this Agreement shall be made without any deduction for or on account of any set-off, counterclaim taxes, duties, fees or other charges.
- (2) In the event that the Borrower is required by law to make any deduction or withholding for taxes from any payment to BADEA, then the amount of payment due from the Borrower will be increased to an amount which (after making the deduction) leaves an amount equal to the full amount to which BADEA would have received if such deduction or withholding had not been made.



ARTICLE IV THE DISBURSEMENT PROCEDURES

Section 4.01 The proceeds of the Facility shall be disbursed in three tranches as follows:

- i- Twenty million dollars (\$20,000,000) upon satisfying the prewithdrawal conditions set out in Article V.
- ii- Fifteen million dollars (\$15,000,000) which shall be available after three (3) months of disbursement of the first tranche and furnishing to BADEA the supporting documents for utilising at least eighty per cent (80%) of the first tranche.
- iii- Fifteen million dollars (\$15,000,000) which shall be available after three (3) months of disbursement of the second tranche and furnishing to BADEA the supporting documents for utilising at least eighty per cent 80% of the second tranche and the remaining twenty per cent (20%) of the first tranche.

<u>Section 4.02</u> The Borrower shall request disbursements by delivering to BADEA a Disbursement Request in the form provided in Annex (I), supported by the relevant documents where applicable, at least ten (10) Business Days prior to the proposed date of disbursement.

Section 4.03 Upon receipt of the requested amount, the Borrower shall notify BADEA by Disbursement Receipt Notice in the form provided in Annex (II). Disbursements shall be made to the account that the Borrower designates in the Disbursement Request.

Section 4.04 The supporting documents stipulated in section (4.02) of this Agreement will include, but not limited to, the following: -

- a) Full description of each transaction, including the name of the imported commodity, cost, country of origin and names and nationalities of the suppliers.
- b) Payment arrangements of the transactions and related documents,
- Mode of disbursement requested for the transaction (direct transfer to the supplier or reimbursement, where applicable),

- d) Supply contract signed with the supplier,
- e) All sale invoices, certificates of origin, shipping documents and other documents relating to the importation, where applicable,
- f) Other relevant documents as BADEA may request.



ARTICLE V PRE-WITHDRAWAL CONDITIONS

<u>Section 5.01</u> Withdrawal of the Facility proceeds shall be subject to fulfilment of the following conditions:

- (i) Declaration of effectiveness of the Agreement pursuant to Section 9.01.
- (ii) Signing and ratifying the Framework Agreement between BADEA and the Republic of The Gambia.
- (iii) Evidence, in the form of Annex (III), of the authority of the person or persons who will, on behalf of the Borrower, sign the requests and certifications provided for in this Agreement, or take any other action or execute any other document required or permitted to be taken or executed by the Borrower under this Agreement, and the authenticated specimen signature of each such person.



ARTICLE VI SUSPENSION AND CANCELLATION BY BADEA OF WITHDRAWALS

<u>Section 6.01</u> If any of the following events have occurred and continue for more than thirty (30) days from the date of notification thereof, BADEA may by notice to the Borrower suspend or cancel in whole or in part the Borrower's right to withdraw:

- (a) A default on the part of the Borrower in payment of the principal, interest or any other payment due under the Line of Credit.
- (b) The promulgation of any laws or regulations by the Borrower which might adversely affect the implementation of this Agreement.
- (c) If the first withdrawal has not been made within six (6) months from the Effectiveness Date, or such other period as agreed by BADEA and notified to the Borrower.
- (d) If any Event of Default occurs and continues for fifteen (15) days.
- (e) The Borrower fails to perform any other obligation under this Agreement, and any such failure continues for a period of fifteen (15) days.

Section 6.02 Upon the giving of such notice, the right of the Borrower to make further withdrawals under the Facility shall be suspended or cancelled as indicated in such notice. The exercise by BADEA of the right of suspension, in this case, shall not preclude BADEA from exercising its right of cancellation as provided for under any other provision of this Agreement.



ARTICLE VII

PARTICULAR UNDERTAKINGS AND COVENANTS

<u>Section 7.01</u> The Borrower shall act in connection with the purpose of the Facility with due diligence and efficiency and in accordance with known sound financial, administrative, environmental, and social business practices.

<u>Section 7.02</u> The Borrower undertakes to conduct its business and operations with due diligence and efficiency and shall fully comply with all relevant and applicable laws and regulations in effect from time to time.

<u>Section 7.03</u> The Borrower shall furnish BADEA with follow-up reports in the forms provided in Annex IV (A) and (B)". The Borrower shall provide BADEA with any additional information that BADEA might reasonably request.

<u>Section 7.04</u> The Borrower undertakes to obtain and maintain in force (or where appropriate, promptly renews) all authorisations, licenses, approvals or consents necessary to transfer any monies due to BADEA in Dollars pursuant to the provisions of this Agreement.

Section 7.05 The Borrower undertakes to ensure that any claims and rights under the Facility rank at least *pari passu* with all other unsubordinated claims against the Borrower.

<u>Section 7.06</u> The Borrower undertakes to observe the environmental standards internationally required for all Import transactions financed out of the Facility proceeds as are applicable to it.

<u>Section 7.07</u> The Borrower undertakes to comply with the highest global standards policies and procedures of combating money laundering, financing terrorism, corruption and bribery crimes.



ARTICLE VIII EVENTS OF DEFAULT

Section 8.01 Events of Default

It is an Event of Default if one of the following occurs:

- (a) The Borrower uses any part of the proceeds of the Facility for a purpose other than the purposes for which the Facility has been extended or other than financing imports of products for which the disbursement was requested.
- (b) The Borrower fails to repay when due any part of the principal amount of, or any interest or other charges on the Facility.
- (c) The Borrower fails to observe or perform any of its obligations under this Agreement (other than for the repayment of principal or payment of interest) or any other agreement between the Borrower and BADEA and any such failure continues for a period of sixty (60) days after BADEA notifies the Borrower of that failure.

Section 8.02 Acceleration after Default

If any Event of Default occurs and continues (whether it is voluntary or involuntary, or results from operations of law or otherwise), BADEA may, by reasonable notice to the Borrower, require the Borrower to repay the outstanding balance of Line of Credit or part thereof as specified in that notice. On receipt of any such notice, the Borrower shall immediately repay the outstanding balance of the Line of Credit (or any part thereof specified in that notice), all interest accrued thereon and any other amounts then payable under this Agreement including any and all fees, costs and expenses incurred by BADEA as a consequence of such repayment. The Borrower waives any right it might have to further notice, presentment, demand or protest in respect of that demand for immediate payment.



ARTICLE VIIII EFFECTIVENESS CONDITIONS

<u>Section 9.01</u> Unless otherwise agreed by BADEA, this Agreement shall not become effective until the Borrower satisfies the following conditions:

- (a) Signing and ratifying the Agreement in accordance with the applicable laws in this respect.
- (b) Proof of opening a remittance account with the Remitting Bank.
- (c) Payment of all fees in accordance with the Agreement.
- (d) Furnishing to BADEA a legal opinion issued by the Borrower's Attorney General affirming that the Agreement:
 - i- has been duly authorized, executed and delivered.
 - ii- constitutes legal, valid and binding obligations to the Borrower.
 - iii- is enforceable in accordance with the law of the Republic of The Gambia and nothing herein contained conflicts with any national laws.

Section 9.02 If all documents required to be delivered pursuant to Section 10.01 of this Agreement shall not have been delivered within one hundred twenty (120) days from the signing date of this Agreement or other such later date as shall be determined by BADEA, BADEA reserves the right to cancel the Facility unilaterally at any time thereafter and terminate this Agreement by giving notice to the Borrower. Shall BADEA exercises its right under this section or under this article, the Borrower shall solely be responsible for any claims or losses sustained as a result of such termination. BADEA shall not be responsible in any way, for any loss, or losses suffered or sustained by the Borrower, as a result of, or in relation to, the termination of this Agreement.



ARTICLE X THE DURATION AND TERMINATION

<u>Section 10.01</u> This Facility is concluded for a period of one (1) calendar year from the date of the first disbursement. BADEA may agree upon written request from the Borrower to renew it for an additional year subject to the Borrower's satisfactory performance and payment of the relevant payments stipulated in Article III.

<u>Section 10.02</u> Each Party has the right to terminate this Agreement by giving a three (3) months written notice to the other Party and in the event of termination as aforesaid, the rights and obligations already accrued shall not be affected.

Section 10.03 Unless BADEA otherwise agreed, at request of the Borrower, this Agreement will be automatically terminated without any further notice when the Borrower fails to submit any disbursement request within ninety (90) days from the Effectiveness Date of the Agreement.



ARTICLE XI GENERAL PROVISIONS

<u>Section 11.01</u> This Agreement shall be governed by and interpreted in accordance with the English Law.

<u>Section 11.02</u> Any dispute or difference (collectively Disputes) which may arise between the Parties hereto or as to the rights or obligations of any of them or otherwise in connection with this Agreement shall be settled by:

- (i) Amicable resolution: Competent seniors of both Parties shall cooperate in good faith to amicably resolve the Dispute within a maximum period of thirty days from the date on which the Dispute arose.
- (ii) Arbitration: Any Dispute that cannot be amicably resolved by the Parties pursuant to section 11.02 (i) shall be finally settled by arbitration in accordance with the rules of London Court of International Arbitration (the "Rules"). The arbitration panel shall have three arbitrators, BADEA and the Borrower shall each appoint one arbitrator and the two arbitrators shall appoint the third arbitrator, and failing to do so, the third arbitrator shall be appointed by London Court of International Arbitration in accordance with Rules.

Where the Rules do not provide for a particular situation, the arbitrators shall, in their absolute discretion, determine what course of action should be followed and the arbitrators' decision shall be final. The place and seat of arbitration shall be London, and the English language shall be used throughout the arbitral proceedings.

<u>Section 11.03</u> The address, e-mail and telephone number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Agreement is:



For BADEA:

Director General

The Arab Bank for Economic Development in Africa (BADEA)

P.O. BOX 2640

Post Code (11111), Khartoum

Republic of Sudan

Tel.:

(249-183) 773709 / 773646

Fax:

(249-183) 770600 / 770498

E-mail: badea@badea.org

For the Borrower:

Minister of Finance and Economic Affairs

Ministry of Finance and Economic Affairs

The Quadrangle, Banjul

Republic of The Gambia

Tel: (220) 4227221/4227529/4223784/4227636

Fax : (220) 4227954 / 4228551 E-Mail: info@mofea.gov.gm

Section 11.04 This Agreement binds and benefits the Parties and their respective successors and assignees. However, the Borrower shall not, without the written consent of BADEA, assign or delegate any of its rights or obligations under this Agreement. Any purported assignment in violation of this provision shall be void.

Section 11.05 Any amendment of any provision of this Agreement shall be in writing and signed by both Parties.

Section 11.06 No failure or delay by BADEA in exercising any power, remedy, discretion, authority or other rights under this Agreement shall waive or impair that right or any other rights of BADEA. No single or partial exercise of such a right shall preclude its additional or future exercise. No such waiver shall waive any other right under this Agreement. All waivers or consents given under this Agreement shall be in writing.



ARTICLE XII ENTIRE AGREEMENT

<u>Section 12.01</u> This Agreement represents the entire Agreement between the Parties hereto in relation to the subject matter hereof and supersedes and cancels all previous negotiations, commitments, communications or writings with respect thereto and shall not be amended or in any way altered except by an instrument in writing signed by a duly authorized representative of each of the Parties hereto.

<u>Section 12.02</u> This Agreement may be executed in two counterparts, each of which is an original, but both of which together constitute one and the same Agreement.



IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names by authorized representatives as of the date first above written.

FOR

THE ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA

Signature:

Name: Dr. Sidi Ould TAH

Title: Director General



FOR

THE REPUBLIC OF THE GAMBIA

Signature:

Name: Seedy K.M. Keita

Title: Minister of Finance and Economic Affairs

ANNEX "I" FORM OF DISBURSMENT REQUEST

[Letterhead of the Borrower]

[Date]

The Arab Bank for Economic Development in Africa (BADEA)

Attention: Director of Operations Department

Request No. [] for Financing imports of petroleum, food and essenti	ial
products		

- 1. We refer to the Agreement dated [............] (the "Line of Credit Agreement"), between the Republic of The Gambia (the "Borrower") and the Arab Bank for Economic Development in Africa ("BADEA"). Words and expressions used in this letter shall bear the same meanings given to them in the Line of Credit Agreement.
- 2. The Borrower irrevocably requests the disbursement on, [______], (or as soon as practicable thereafter) of the sum of [______] under the Line of Credit. You are requested to pay such amount to the Borrower's account at [Name and address of bank] in [_______], Account No. [_______], for further credit to the Borrower's account at [Name and address of Bank], Account No. [_______].
- 3. The Borrower further certifies that:
 - (a) no Event of Default has happened and is continuing.
 - (b) after giving effect to the Disbursement Request, the Borrower will not be in violation of:
 - (i) any provision contained in any document to which the Borrower is a party (including the Agreement) or by which the Borrower is bound;

(ii) any applicable law, rule or regulation, directly or indirectly, limiting or otherwise restricting the Borrower's borrowing power or authority or its ability to borrow; or

The above certifications are effective as of the date of this Disbursement Request and shall continue to be effective as of the date of disbursement. If any certification is no longer valid as of or prior to the date of this Disbursement Request, the Borrower undertakes to immediately notify BADEA.

Yours faithfully,

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Ву:	
Name:	
Title:	

Enclosures:

- Invoices (photocopies).
- L/Cs (photocopies).
- Other documents.



ANNEX II FORM OF DISBURSEMENT RECEIPT

[Letterhead of the Borrower]

[Date]

The Arab Bank for Economic Development in Africa ("BADEA") P.O. Box 2640 Khartoum 11111

Republic of Sudan

Disbursement Receipt No. [
I, on behalf of the Republic of the Gambia, hereby acknowledge receipt on the date hereof, of the sum of [] disbursed to us by the Arab Bank for Economic Development in Africa ("BADEA") under the loan provided for in the Agreement dated between ourselves and BADEA.
Yours faithfully,
By:
Name:
Title:



ANNEX "III" FORM OF CERTIFICATE OF INCUMBENCY AND AUTHORITY

[Letterhead of the Borrower]

[Date]

The Arab Bank for Economic Development in Africa "BADEA" P.O.Box 2640 Khartoum 11111 Sudan

Certificate of Incumbency and Authority

With reference to the Agreement between the Republic of the Gambia (the "Borrower") and the Arab Bank for Economic Development in Africa ("BADEA" dated [] I, the undersigned [] and duly authorized representative of the Borrower do hereby certify that the following are the names offices and true specimen signatures of the persons each of whom are, and will continue to be, authorized:
(a) to sign on behalf of the Borrower the Disbursement Requests of the proceed of Line of Credit provided for by the Agreement;
(b) to sign the certifications provided for in the Agreement; and
(c) to take any other action required or permitted to be taken, done, signed or executed under the Agreement or any other agreement to which BADEA and the Borrower may be parties.
You may assume that any such person continues to be authorized until you receive authorized written notice from the Borrower that they, or any of them, is no longer so authorized.

Yours faithfully,

THE BORROWER

Ву:	
Name:	
Title:	



Name	Office	Specimen Signature



BADEA LINE OF CREDIT TO THE REPUBLIC OF THE GAMBIA ANNEX 'IV' (A)

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Comments

PLEASE ADD HERE THE PROJECTED OPERATIONS (NOT YET APPROVED ON THE LINE) AND SPECIFY: AMOUNTS, GOODS, ORIGIN OF GOODS, IMPORTER COUNTRIES, APPROXIMATE DATE OF IMPLEMENTATION. OTHER OPERATIONS IN PROCESS:

COMMENTS ON THE ONGOING IMPLEMENTATION:



BADEA LINE OF CREDIT TO THE REPUBLIC OF THE GAMBIA

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ASSESSMENT:

Prospects of the line of credit: Constraints:

Measures to take in order to improve the performance:

Others:

NB: IN THIS ANNUAL REPORT, YOU CAN ADD MORE PAGES IN ORDER TO EASILY DEVELOP THE COMMENTS OF THE IMPLEMENTATION OF THE LINE OF CREDIT.

