

**Disbursement Procedures
under the EDCF Loan**

***ECONOMIC DEVELOPMENT
COOPERATION FUND***

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Disbursement Procedures under the EDCF Loan

ARTICLE I General

Section 1.01. Purpose

The purpose of these Disbursement Procedures (the "**Disbursement Procedures**") is to set forth the procedures to be followed by the Borrowers (and the Project Executing Agencies where applicable) for disbursement of proceeds of Loans extended by the Export-Import Bank of Korea (the "**Bank**") from the resources of the Economic Development Cooperation Fund (the "**EDCF**"). Terms not otherwise defined in the Disbursement Procedures shall have the meanings ascribed to them in the "General Terms and Conditions Applicable to EDCF Loan Agreements."

Section 1.02. Standard Procedures

(a) The standard procedures for disbursement of EDCF Loans consist of:

- (i) Commitment Procedure;
- (ii) Reimbursement Procedure; and
- (iii) Direct Payment Procedure.

(b) The Borrower may use any or all of these procedures in accordance with the provisions of the relevant Loan Agreement.

Section 1.03. Minimum Amount of Application

The amount of each application for disbursement shall not be less than Thirty Million Korean Won (₩30,000,000) or its equivalent except the final disbursement under the Loan Agreement.

Section 1.04. Advice of Disbursement to the Borrower

The Bank will expeditiously process each disbursement application received from the Borrower. If and to the extent the disbursement application is approved, payment is promptly arranged and the Borrower shall be advised of such disbursement. If for any reason the application is not approved, the Bank shall promptly notify the Borrower of the extent of disapproval with reasons.

Section 1.05. Expenses

All banking charges or fees accrued in connection with the disbursement procedures are for the Borrower's account, provided, however, that such charges or fees may be borne by the supplier, contractor or consultant (collectively the "**Supplier**") according to the terms of the relevant supply contract.

ARTICLE II Commitment Procedure

Section 2.01. Introduction

(a) Under the Commitment Procedure, the Borrower shall arrange an irrevocable letter of credit (the "**Letter of Credit**") issued in favor of the Supplier to make payment for the import of goods and services which are eligible for financing under the Loan Agreement.

(b) The Letter of Credit shall provide that a bank doing business in the Supplier's country (the "**Advising Bank**") shall reimburse itself from a designated Korean foreign exchange bank in Seoul (the "**Paying Bank**").

(c) The Paying Bank shall obtain reimbursement from the Bank under the assurance of the Bank. Such assurance, whenever provided, takes the form of a letter of commitment (the "**Letter of Commitment**") whereby the Bank undertakes to reimburse, on certain conditions, the amount paid or to be paid by the Paying Bank under and in accordance with the specified Letter of Credit.

Note: When the Advising Bank is a designated foreign exchange bank in Seoul, the Advising Bank is identical to the Paying Bank.

Section 2.02. Issuance of the Letter of Credit and the Letter of Commitment

(a) The Borrower or its designated authority shall request the foreign exchange bank in the Borrower's country as designated in the Loan Agreement (the "**Issuing Bank**") to issue the Letter of Credit in accordance with the terms of the relevant supply contract.

(b) The Issuing Bank shall issue the Letter of Credit, on behalf of and under authorization of the Borrower, in favor of the Supplier through the Advising Bank substantially in the form of Annex 1 for goods and in the form of Annex 2 for services respectively. The Paying Bank shall send a copy of the Letter of Credit to the Bank in order to obtain the Letter of Commitment from the Bank.

(c) When the Bank finds such Letter of Credit in order and in conformity with the provisions of the Loan Agreement and the terms of the contract concerned, the Bank shall issue the Letter of Commitment to the Paying Bank in the form of Annex 3.

(d) Upon receipt of the Letter of Commitment, the Paying Bank shall send the Letter of Credit, which shall become effective when the Paying Bank acknowledges receipt of the Letter of Commitment from the Bank, to the Supplier through the Advising Bank. The Paying Bank shall simultaneously send a copy of the Letter of Commitment to the Issuing Bank.

Section 2.03. Bank's Reimbursement

(a) The Advising Bank shall make payment to the Supplier pursuant to the Letter of Credit and request the Paying Bank to reimburse the funds by sending one set of documents specified in the Letter of Credit. Simultaneously the Advising Bank shall send the remaining sets of documents directly to the Issuing Bank.

(b) Upon receipt of such request, the Paying Bank shall present to the Bank the Request for Reimbursement in the form of Annex 4 attached hereto.

(c) The Bank shall, within fifteen (15) business days of its receipt of the Request for Reimbursement, make reimbursement of the requested amount to the Paying Bank in accordance with the Letter of Commitment. Such reimbursement by the Bank shall constitute a valid disbursement of the Loan under the Loan Agreement.

Section 2.04. Contract in US Dollar

(a) In case the relevant contract is fixed and payable in US Dollars, Forms EDCF-LC1 and EDCF-LC2 attached hereto shall be applied mutatis mutandis to that case.

(b) The amount of the Letter of Commitment and the Request for Reimbursement shall be stated in US Dollars.

Section 2.05. Others

(a) Care should be taken to ensure that an agreement on the Letter of Credit, and on the method of the reimbursement be concluded between the Paying Bank, the Issuing Bank and the Borrower or its designated authority after the signing of the Loan Agreement.

(b) Claims or disputes in connection with aforementioned Letter of Credit shall be settled among the parties concerned and such claims or disputes shall not exempt the Borrower from any obligation under the Loan Agreement concerned.

ARTICLE III

Reimbursement Procedure

Section 3.01. Introduction

The Reimbursement Procedure is to be followed in cases where the Borrower has made payments which are eligible for financing under the Loan Agreement.

Section 3.02. Application for Disbursement

The Borrower shall request the Bank to make disbursement for a sum not exceeding the amount actually paid by the Borrower by sending to the Bank an Application for Disbursement in the form of Annex 5 and its Summary Sheet in the form of Annex 6.

Section 3.03. Supporting Documents

The Borrower shall submit to the Bank following documents in support of the Application for Disbursement. It is not necessary to furnish original documents; a photocopy will suffice.

(a) For all cases described in (b) through (e) below:

(i) the contract or confirmed purchase order* - showing that the payment was due, and

(ii) evidence of payment** - showing the date and amount paid.

(b) For payment against delivery/shipment of goods; in addition to (a) above:

(i) supplier's invoice - indication of the goods, quantities and prices, and

(ii) bill of lading or other similar documents.

** If this has already been furnished to the Bank, a reference to the letter or documents with which it was sent earlier should be given in the "Footnote" of the Summary Sheet.*

*** Such as a bill of exchange, a cancelled bank check, a demand draft, a simple receipt, or a bank's remittance advice, etc.*

(c) For payments made prior to delivery/shipment of goods:

Only those listed in (a) above. However, as promptly as the supplier's invoice and the bill of lading become available, copies of these documents should be furnished to the Bank.

(d) For payments for consultants and other services; in addition to (a) above:

(i) bill, claim or invoice of the consultants or suppliers of services rendered and amount payable to them. If such services relate to the importation of goods (e.g., freight, insurance payments), adequate reference should be given to enable the Bank to relate each of these items to specific goods which are eligible for financing by the Bank.

(e) For payments under civil works contracts; in addition to (a) above:

(i) bill, claim or invoice of the contractor- showing, in sufficient details, the work performed by the contractor and amount claimed therefor,

(ii) certificate - signed by the chief engineering officer or any equivalent entity/person of the Borrower assigned to the Project, to the effect that the work performed by the contractor is satisfactory and in accordance with the terms of the contract, and

(iii) a subcontracting plan, which shall be submitted to the Bank on a one-time basis prior to the disbursement of the first interim payment.

Section 3.04. Bank's Disbursement

When the Bank finds the Application for Disbursement and its supporting documents in order and in conformity with the provisions of the Loan Agreement and the terms of the relevant contract, the Bank shall make disbursement. Disbursement shall be made, in principle, within fifteen (15) business days from the date of receipt of the Application by paying into the account of the Borrower with a bank designated by the Borrower. Such reimbursement shall constitute a valid disbursement of the Loan under the Loan Agreement.

ARTICLE IV

Direct Payment Procedure

Section 4.01. Introduction

Under the Direct Payment Procedure, payment to be financed from the EDCF Loan may be paid to the Supplier by the Bank. Accordingly, the Borrower may request the Bank to pay the due amount to the Supplier's account with a bank as designated by the Borrower.

Section 4.02. Application for Payment

The Borrower shall present an Application for Payment in the form of Annex 7 and its Summary Sheet in the form of Annex 8. The Application for Payment should show clearly the specific amount to be paid as well as the date on which such amount would become due for payment.

Section 4.03. Supporting Documents

The Borrower should submit to the Bank following documents in support of the Application for Payment. It is not necessary to furnish original documents; a photocopy will suffice.

(a) The contract or purchase order under which the specified amount is due to be made; unless it has already been furnished to the Bank.

(b) If payment to be made relates to shipment of goods, the supplier's invoice showing items of shipment should be furnished; if shipment has already been effected, the relevant bill of lading should also be furnished.

(c) If payment to be made relates to rendering of services, the supplier's or consultant's claim showing sufficient details should be furnished.

(d) If payment to be made relates to civil works contracts, the following documents should be furnished:

(i) a claim of the contractor showing the work performed and amount due to be paid;

(ii) a certificate signed by the chief engineering officer or any equivalent entity/person of the Borrower assigned to the Project, to the effect that the work has been performed satisfactorily and that the payment claimed by the contractor is due under and in accordance with the terms of the contract;

(iii) a subcontracting plan, which shall be submitted to the Bank on a one-time basis prior to the disbursement of the first interim payment.

Section 4.04. Bank's Payment

When the Bank finds the Application for Payment and its supporting documents in order and in conformity with the provisions of the Loan Agreement and the terms of the contract concerned, the Bank shall pay the requested amount. The payment shall be made by depositing the amount into the account of the Supplier with a bank as designated by the Borrower, in principle, within fifteen (15) business days or on the date as specified in the Application whichever is later. Such payment by the Bank shall constitute a valid disbursement of the Loan under the Loan Agreement.

Annex 1 (Form EDCF-LC1)

IRREVOCABLE LETTER OF CREDIT

Date:

L/C No.:

To: (Name and address of the Advising Bank)

This Letter of Credit has been issued pursuant to EDCF Loan Agreement No. [●], dated [●] (*Name and address of the Borrower*) and THE EXPORT-IMPORT BANK OF KOREA

Dear Sirs,

We request you to advise [●] (*Name and address of the Supplier*) that we have opened our irrevocable credit No.[●] in their favor for account of [●] (*Name of the Borrower*) for a sum or sums not exceeding an aggregate amount of [●] available by beneficiary's drafts at sight for full invoice value drawn on (*the designated Korean foreign exchange bank in Seoul*),

To be accompanied by the following documents:

Signed commercial invoice in [●]

Packing list in [●]

Certificate of Origin in [●]

Full set of clean on board ocean bills of lading made out to order and blank endorsed and marked "Freight [●] " and "Notify [●] " (Other documents)

evidencing shipment of (*Brief description of goods referring to Contract No. [●]*) from [●] to [●] Partial shipments are [●] permitted. Transshipment is [●] permitted. Bills of lading must be dated not later than [●], 20____. Drafts must be presented to the drawee not later than [●], 20_____.

All drafts and documents under this credit must be marked "Drawn under [●] (*Name of the Issuing Bank*) irrevocable credit No. [●] dated [●], 20_____, and Import Reference No(s). [●] (if any)".

This credit is not transferable.

We hereby undertake that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation and delivery of documents to the drawee.

Unless otherwise expressly stated, this credit is subject to "Uniform Customs and Practice for Documentary Credits (1993 Revisions), International Chamber of Commerce Brochure No. 500."

Special Instructions to the Negotiating Bank:

1. This credit shall become effective when [●] (*the designated Korean foreign exchange bank in Seoul*) acknowledges receipt of the Letter of Commitment from THE EXPORT-IMPORT BANK OF KOREA under the aforementioned Loan Agreement. After obtaining the reimbursement from THE EXPORT-IMPORT BANK OF KOREA in accordance with the provisions of the Letter of Commitment, [●] (*the designated Korean foreign exchange bank in Seoul*) shall undertake to remit the amount of the drafts in accordance with instruction issued by you.

2. You must forward the drafts and one complete set of documents to (the designated Korean foreign exchange bank in Seoul) together with the certificate stating that the remaining documents have been airmailed direct to us.

Yours faithfully,

(Name of the Issuing Bank)

(Authorized Signature)

PAYMENT TERMS

This payment terms constitutes an integral part of our Letter of Credit No. [●].

I. Initial Payment

Amount: [●] being [●] % of the total contract price.

Required documents:

Latest presentation date:

II. Intermediate Payment (if any)

Amount: [●] being [●] % of the total contract price.

Required documents:

Latest presentation date:

III. Payment against Shipping Documents

Amount: [●] being [●] % of the total contract price.

Note: This attached sheet is not required in case of full payment against shipping documents.

Annex 2 (Form EDCF-LC2)

IRREVOCABLE LETTER OF CREDIT

Date:
L/C No.:

To: (Name and address of the Advising Bank)

This Letter of Credit has been issued pursuant to EDCF Loan Agreement No. _____, dated _____ between (Name and address of Borrower) and THE EXPORT-IMPORT BANK OF KOREA

Dear Sirs,

We request you to advise [●] *(Name and address of the Supplier)* that we have opened our irrevocable credit No. [●] in their favor for account of [●] *(Name of the Borrower)* for a sum or sums not exceeding an aggregate amount of [●] available by beneficiary's drafts at sight for full invoice value drawn on [●] *(the designated Korean foreign exchange bank in Seoul)*.

To be accompanied by the following documents, in accordance with the Payment Schedule attached hereto, concerning *(Contract No. [●] with regard to [●] Project)*.

Drafts must be presented to the drawee not later than [●], 20____. All drafts and documents must be marked "Drawn under [●] *(Name of the Issuing Bank)* irrevocable credit No. [●] dated [●], 20____.

This credit is not transferable.

We hereby undertake that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation and delivery of documents to the drawee.

Unless otherwise expressly stated, this credit is subject to "Uniform Customs

and Practice for Documentary Credits (1993 Revisions), International Chamber of Commerce Brochure No. 500."

Special Instructions to the Negotiating Bank:

1. This credit shall become effective when [●] (*the designated Korea foreign exchange bank in Seoul*) acknowledges receipt of the Letter of Commitment from THE EXPORT-IMPORT BANK OF KOREA under the aforementioned Loan Agreement.

After obtaining the reimbursement from THE EXPORT-IMPORT BANK OF KOREA in accordance with the provisions of the Letter of Commitment, [●] (*the designated Korean foreign exchange bank in Seoul*) undertakes to remit the amount of the drafts in accordance with instructions issued by you.

2. You must forward the drafts and one complete set of documents to [●] (*the designated Korean foreign exchange bank in Seoul*) together with the certificate stating that the remaining documents have been airmailed direct to us.

Yours faithfully,

(Name of the Issuing Bank)

(Authorized Signature)

PAYMENT SCHEDULE

The payment schedule constitutes an integral part of our Letter of Credit No. [●].

I. Initial payment

Amount: [●] being [●] % of the total contract price.

Required documents: Beneficiary's statement

Latest presentation date:

II. Progress payment

Aggregate amount: [●] being [●] % of the total contract price to be paid as follows:

	<u>Amount due</u>	<u>Latest Presentation</u>
1st Installment:	_____	_____
2nd Installment:	_____	_____
_____:	_____	_____

Required documents: a copy of Statement of Performance issued by (Borrower or its designated authority), a form of which is attached hereto.

STATEMENT OF PERFORMANCE

Date:

Ref. No.:

To (Name and address of the Supplier)

Re: Letter of Credit No. [●], dated [●] issued by [●] for (Amount) in favor of [●] concerning [●] Project under EDCF Loan Agreement No. [●].

I, the undersigned, representing [●] *(Name of the Borrower)*, hereby issue a Statement of Performance to entitle [●] *(Name of the Supplier)* to receive the sum of (Amount) THE EXPORT-IMPORT BANK OF KOREA in accordance with the Payment Terms stipulated in the Contract No. , dated , between [●] *(Name of Supplier)* and [●] *(Name of Purchaser)*.

(Name of Borrower)

(Authorized Signature)

Special Instruction:

The details of the actual performance shall be stated in the sheet attached hereto.

Annex 3 (Form EDCF-LOC)

LETTER OF COMMITMENT

Date:

Commitment No.:

To: (Name and address of Paying Bank)

Reference: Letter of Credit No. [●] dated [●], issued by [●] for [●] (Amount)
in favor of [●] (Name of the Supplier).

Gentlemen:

We hereby irrevocably undertake to reimburse you for a sum or sums not exceeding [●] against the Request for Reimbursement, accompanied by a copy of the drafts drawn by the beneficiary, within fifteen (15) business days of our receipt of the Request.

This Letter of Commitment shall expire on [●].

It is further understood that in reimbursing you pursuant to this Letter of Commitment, we shall in no way be liable or responsible for the acts or omissions of the issuing bank, the negotiating bank, the beneficiary and/or any other parties concerned with the captioned Letter of Credit in connection with the issuance, negotiation, payments thereof or any other matters connected therewith.

Yours truly,

The Export-Import Bank of Korea

(Authorized Signature)

Annex 4 (Form EDCF-RFR)

REQUEST FOR REIMBURSEMENT

Date:

Ref. No.:

To: The Export-Import Bank of Korea Seoul, Korea
Attn: Director, EDCF Department

Re: Loan Agreement (No. [●]) dated [●]

Country: [●]

Letter of Credit No. [●]

Letter of Commitment No. [●]

Gentlemen,

We have received the documents concerning the supply of [●] (*quantity and description of goods or services according to the Letter of Credit*) and found them in order and in conformity with the terms of the said Letter of Credit.

Pursuant to the above Letter of Commitment, we hereby request you to make reimbursement to us from the above Loan with the following particulars:

(a) Amount of Reimbursement:

(b) Amount of the Draft:

(payable under the said Letter of Credit):

*(c) Rate of Exchange

(d) Date of Reimbursement:

Yours truly,

(Name of Paying Bank)

(Authorized Signature)

Name :

Title :

Enclosed: _____

* Delete if not applicable.

Annex 5 (Form EDCF-AFD(1))

APPLICATION FOR DISBURSEMENT

Date :
Loan Agreement No.:
App. Serial No.:

To : The Export-Import Bank of Korea
Seoul, Republic of Korea

Attn : Director, EDCF Department

Gentlemen,

1. Pursuant to the Loan Agreement No. [●] dated [●] between THE EXPORT-IMPORT BANK OF KOREA (hereinafter referred to as the "Bank") and [●] (*Name of the Borrower*), the undersigned hereby requests disbursement of the sum of [●] (*Amount*) in reimbursement of expenditures as described in the attached Summary Sheet(s).
2. For such reimbursement, please make disbursement of the requested amount by paying it into the account of [●] (*Name of the Borrower*) (*account no. ____*) with (Name and Address of the Authorized Bank) on (Date of Disbursement).
3. The undersigned has not previously requested for disbursement of any amounts from the Loan for the purpose of reimbursing or of meeting the expenditures described in the attached Summary Sheet(s). The undersigned has not obtained nor will obtain funds for such purpose out of any other loan, credit or grant available to the undersigned except short-term loans or credits, if any, established in anticipation of the disbursement requested herein and to be repaid pro tanto with the funds disbursed hereunder and any charges, commission or interest paid or payable under such anticipatory short-term credits are not included in the amount herein requested to be disbursed.

4. The undersigned certifies that:

- (a) the expenditures, hereby sought to be reimbursed, were made for the purposes specified in the Loan Agreement;
- (b) the goods and services purchased with these expenditures have been procured in accordance with the applicable procurement procedures agreed upon with the Bank pursuant to the said Loan Agreement and the cost and terms of purchase thereof are reasonable;
- (c) the said goods and services were or will be supplied by the supplier(s) specified in the attached Summary Sheet(s) and were or will be produced in (or, in the case of services, supplied from) the eligible source country (countries) under the Loan Agreement; and
- (d) as of the date of this request there is no existing default under the Loan Agreement, nor, to the best of the undersigned's knowledge and belief, under the Guarantee, if any.
- (e) as of the date of this request there are no outstanding or overdue payments to subcontractors for any works performed or goods supplied.

5. This request consists of (Number) page(s) and (Number) signed and numbered Summary Sheet(s).

(Name of the Borrower)

(Authorized Signature)

Name :

Title :

Enclosed :

Annex 6 (Form EDCF-AFD(2))

Summary Sheet of Disbursement

Date:

Loan Agreement No.:

App. Serial No.:

Summary Sheet No. [●]

No. and Title of Category/Subcategory _[●]

(For more than ten items, use additional sheet(s) with same number)

1	2	3	4	5	6	7	8	9	10	11
Item No.	Delivery date	Country of Origin	Description of Goods and Services	No. and date of Contract or Purchase order	Name And Address of supplier	Date of payment	Amount paid	Amount claimed	Nature of Payment made	Remarks
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
Total										

Note: Column 10 is to indicate, against each item, whether the payment is a down-payment, or an installment payment (if so, the number of installment) or the final payment in full settlement.

(Name of the Borrower)

(Authorized Signature)

Name:

Title:

Annex 7 (Form EDCF-AFP(1))

APPLICATION FOR PAYMENT

Date :

Loan Agreement No. :

App. Serial No. :

To : The Export-Import Bank of Korea
Seoul, Korea

Attn : Director, EDCF Department

Gentlemen,

1. Pursuant to the Loan Agreement No. [●] dated [●] between The Export-Import Bank of Korea (hereinafter referred to as the "Bank") and [●] (*Name of the Borrower*), the undersigned hereby requests payment of the sum of [●] (*Amount*) for the undersigned's settlement of expenditures as described in the Summary Sheet(s) of Payment attached hereto.
2. For such settlement, please make payment of the requested amount by paying it into the account(s) of the Supplier(s) (*account No.* [●]) with [●] (*Name and Address of the Supplier's Bank*) by the [●]th of [●], [●].
3. The undersigned has not requested for disbursement of any amounts under the Loan Agreement for the purpose of meeting the expenditures described in the attached Summary Sheet(s). The undersigned has not obtained nor will obtain funds for such purpose out of any other loan, credit or grant available to the undersigned.

4. The undersigned certifies that:

- (a) the expenditures described in the attached Summary Sheet(s) are to be made for the purposes specified in the Loan Agreement;
- (b) the concerned goods and services purchased have been procured in accordance with the applicable procurement procedures agreed upon with the Bank pursuant to the said Loan Agreement and the cost and terms of purchase thereof are reasonable;
- (c) the said goods and services were or will be supplied by the supplier(s) specified in the attached Summary Sheet(s) and were or will be produced in (or, in the case of services, supplied from) the eligible source country (countries) under the Loan Agreement; and
- (d) as of the date of this request there is no existing default under the Loan Agreement.
- (e) as of the date of this request there are no outstanding or overdue payments to subcontractors for any works performed or goods supplied.

5. This application consists of (Number) page(s) and (Number) signed and numbered summary Sheet(s).

(Name of the Borrower)

(Authorized Signature)

Name :

Title :

Annex 8 (Form EDCF-AFP(2))

Summary Sheet of Payments

Date:

Serial No.:

1	2	3*	4	5	6	7	8	9**
Transaction	Supplier	Nationality of Supplier	Description of Goods and Services	Origin	Contract Amount	Date of payment	Amount of payment	Nature of payment
1. 2. 3. 4.								
Total								

The undersigned certifies that the Supplier(s) and goods and/or services stated above are eligible under the Loan Agreement.

** Note for 3. Nationality of Supplier: Country in which the Supplier is incorporated and registered.*

*** Note for 9. Nature of Payment: A down-payment, an installment payment or the final payment, etc.*

(Authorized Signature)

Contacts for Inquiries

For further information, please contact the following offices:

The Embassy of the Republic of Korea in your country

The Ministry of Economy and Finance of the Republic of Korea

Attn : Director, Development Cooperation Division, International Economic Affairs Bureau
Government Complex-Sejong, 30112, Korea

Tel : (82-44) 215-8771

The Ministry of Foreign Affairs of the Republic of Korea

Attn : Director, Development Cooperation Division, Development Cooperation Bureau
60, Sajik-ro 8-gil, Jongno-gu, Seoul 03172, Korea

Tel : (82-2) 2100-8137

The Export-Import Bank of Korea

Attn : Director General, EDCF Coordination Department
38 Eunhaeng-ro, Yeongdeungpo-gu, Seoul 07242, Korea

Tel : (82-2) 6255-5685, 3779-6114