

ด่วน

ที่ กค 0206 / 11706



สำนักเลขาธิการคณะรัฐมนตรี
รับที่..... 3368
วันที่..... 2 ก.ค. 2544 13.39
เวลา.....

กระทรวงการคลัง

ถนนพระราม 6 กท. 10400

7/29

๒๙ มิถุนายน 2544

สปร.รับที่ ๑๓๑
วันที่ 6 ก.ค. ๒๕๔๔
เวลา ๑๕.๕๕

เรื่อง การลงนามในสัญญากู้เงิน สัญญาค้ำประกัน และเอกสารที่เกี่ยวข้อง กับธนาคารยุโรปเพื่อ
การลงทุน สำหรับโครงการจัดหาอุปกรณ์บริการจราจรทางอากาศและหอบังคับการบิน
พร้อมอาคารสำนักงาน ณ ท่าอากาศยานสากลกรุงเทพ แห่งที่ 2

เรียน เลขาธิการคณะรัฐมนตรี

อ้างถึง หนังสือสำนักเลขาธิการคณะรัฐมนตรี ที่ นร 0205/15499 ลงวันที่ 22 พฤศจิกายน 2543

- สิ่งที่ส่งมาด้วย 1. ภาพถ่ายสัญญากู้เงินระหว่างบริษัท วิทยุการบินแห่งประเทศไทย จำกัด
กับธนาคารยุโรปเพื่อการลงทุน ลงวันที่ 5 ธันวาคม 2543
2. ภาพถ่ายสัญญาค้ำประกันระหว่างกระทรวงการคลังกับธนาคารยุโรป
เพื่อการลงทุน ลงวันที่ 5 ธันวาคม 2543

ตามหนังสือที่อ้างถึง คณะรัฐมนตรีได้มีมติอนุมัติให้บริษัท วิทยุการบินแห่งประเทศไทย
จำกัด (บพท.) กู้เงินจากธนาคารยุโรปเพื่อการลงทุน (European Investment Bank : EIB) ในวงเงิน
23 ล้านดอลลาร์สหรัฐ เพื่อใช้ดำเนินงานตามโครงการจัดหาอุปกรณ์บริการจราจรทางอากาศและ
หอบังคับการบินพร้อมอาคารสำนักงาน ณ ท่าอากาศยานสากลกรุงเทพ แห่งที่ 2 (หนองงูเห่า)
และให้กระทรวงการคลังค้ำประกันการกู้เงินของ บพท. ดังกล่าวในนามราชอาณาจักรไทย โดยให้
รัฐมนตรีว่าการกระทรวงการคลังหรือผู้ที่รัฐมนตรีว่าการกระทรวงการคลังมอบหมายเป็นผู้ลงนาม
ในสัญญาค้ำประกัน รวมทั้งเอกสารที่เกี่ยวข้อง ความละเอียดแจ้งแล้ว นั้น

กระทรวงการคลังขอเรียนว่า บพท. และกระทรวงการคลังได้ลงนามในสัญญากู้เงินและ
สัญญาค้ำประกันเงินกู้ดังกล่าวเรียบร้อยแล้ว เมื่อวันที่ 23 พฤศจิกายน 2543 และ EIB ได้ลงนาม
เมื่อวันที่ 5 ธันวาคม 2543 และได้ส่งสัญญาทั้งสองกลับมาเมื่อวันที่ 11 มิถุนายน 2544 โดยมีเงื่อนไข
เป็นไปตามมติคณะรัฐมนตรีที่อนุมัติไว้เมื่อวันที่ 21 พฤศจิกายน 2543 ทุกประการ

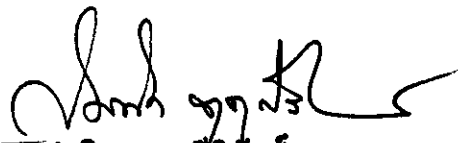
/จึงเรียนมา...

จึงเรียนมาเพื่อโปรดพิจารณา

1. นำเสนอคณะรัฐมนตรีเพื่อทราบผลการลงนามในสัญญากู้เงินและสัญญาค้ำประกัน
กับธนาคารยุโรปเพื่อการลงทุน สำหรับโครงการจัดหาอุปกรณ์บริการจราจรทางอากาศและหอบังคับ
การบินพร้อมอาคารสำนักงาน ณ ท่าอากาศยานสากลกรุงเทพ แห่งที่ 2

2. ให้สำนักงานคณะกรรมการกฤษฎีกาจัดทำความเห็นทางกฎหมายสำหรับสัญญากู้เงิน
และสัญญาค้ำประกันดังกล่าว ทั้งนี้ กระทรวงการคลังจะได้จัดส่งเอกสารประกอบการจัดทำความเห็น
ทางกฎหมายให้แก่สำนักงานคณะกรรมการกฤษฎีกาโดยตรงต่อไป

ขอแสดงความนับถือ



(นายสมคิด จาตุศรีพิทักษ์)
รัฐมนตรีว่าการกระทรวงการคลัง

สำนักงานปลัดกระทรวงการคลัง

สำนักบริหารหนี้สาธารณะ

โทร. 2739020 ต่อ 3419

โทรสาร 2739167

9/29

FI N° 20.843 THAIL
Agora N° 19990463

SBIA - Air Traffic Control Project

(Own Resources)

Finance Contract

between

European Investment Bank

and

Aeronautical Radio of Thailand Limited

Bangkok, 23rd November 2000
Luxembourg, 5th December 2000



**European
Investment
Bank**

10/29

EUROPEAN INVESTMENT BANK

FI No 20.843 THAIL

SBIA - AIR TRAFFIC CONTROL PROJECT
(Own Resources)

FINANCE CONTRACT

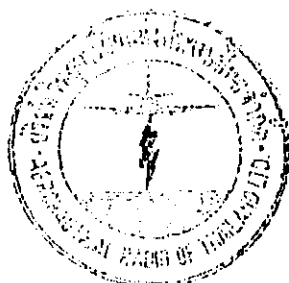
between

EUROPEAN INVESTMENT BANK

and

AERONAUTICAL RADIO OF THAILAND LIMITED

Peter



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Bangkok, 23rd November
Luxembourg, 5th December

2000
2000

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THIS CONTRACT IS MADE BETWEEN:

European Investment Bank established at 100 boulevard
Konrad Adenauer, Luxembourg-Kirchberg, Grand Duchy of
Luxembourg, represented by Mr E. Uhlmann, General
Counsel and Mr C. Cortese, Director

hereinafter called: "THE BANK"

of the first part, and

Aeronautical Radio of Thailand Limited, a company established
under the laws of the Kingdom of Thailand, having its
registered office at 102 Ngamduplee, Tungmahamek, Sathorn,
Bangkok 10121, Thailand, represented by Mr Srisook
Chandrangsu, Chairman and Capt. Padet Limpisvasti,
President

hereinafter called: "THE BORROWER"

of the second part.

Padet
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WHEREAS:

- THE BORROWER, a State Enterprise company, proposes to undertake the construction of an air traffic control ("ATC") complex and the procurement, installation and bringing into operation of aeronautical communication system, ATC communication systems, ATC navigation systems, ATC surveillance systems, network systems and airline communication systems as well as the training of personnel at the Second Bangkok International Airport ("SBIA") (hereinafter called "THE PROJECT"), as more particularly described in the technical description set out in Schedule A hereto (hereinafter called "Technical Description").

- The estimated total cost of THE PROJECT is 65.3 million United States dollars ("USD").

- The cost of THE PROJECT is to be partially financed as follows:

	USD (million)
Third party loans (domestic) and THE BORROWER's own funds	42.3

In order to complete the financing THE BORROWER has requested from THE BANK a loan on THE BANK's own resources in an amount of to USD 23 million equivalent to 26.3 million euros under the Renewed Framework Agreement (the "Framework Agreement") between the Kingdom of Thailand and THE BANK dated 19th July/10th August 1999	23.0
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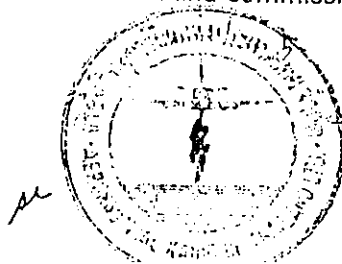
TOTAL	65.3
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- The Ministry of Finance of Thailand has consented to the present operation of THE BANK under the Framework Agreement and the Kingdom of Thailand (the "Guarantor") has agreed to execute a guarantee and indemnity agreement ("the Guarantee") in respect of THE BORROWER's financial obligations hereunder.

- By Article 8 of the Framework Agreement, the Government of Thailand agreed to grant exemption from all national or local duties or fiscal charges on the interest, commission and amortisation due in particular on loans granted from THE BANK's own resources.

- By Article 9 of the Framework Agreement, the Government of Thailand undertook to make available the currency payment of interest and commission on and amortisation of loans.

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THE BANK, being satisfied that the financing of THE PROJECT comes within the scope of its functions and conforms to the aims of the Framework Agreement and having regard to the matters recited above, has decided to grant THE BORROWER's request in an amount equivalent to USD 23 million.

The board of directors of THE BORROWER has authorised the acceptance of the present credit and Mr Srisook Chandrangsu and Capt. Padel Limpisvasti are duly authorised to execute this Contract on behalf of THE BORROWER by a resolution in the terms set out in Annex I; and it has been duly certified in the form set out in Annex II that such borrowing is within the corporate powers of THE BORROWER.

References herein to Articles, Recitals, Schedule and Annexes are references respectively to articles of, and recitals, schedule and annexes to, this Contract.

NOW THEREFORE it is hereby agreed as follows:

ARTICLE 1
Amount of Credit and Disbursement

1.01 Amount of Credit

By this Contract THE BANK establishes in favour of THE BORROWER, and THE BORROWER hereby accepts, a credit (hereinafter called "Credit") in the amount 26 373 000 euros (twenty-six million three hundred and seventy-three thousand euros) to be disbursed as USD 23 000 000 (twenty-three million USD) used for the financing of THE PROJECT.

1.02A Disbursement Procedures

(1) As from 16th November 2000 the Credit shall be available for drawing by THE BORROWER in up to 6 tranches (each hereinafter called a "Tranche"). Each Tranche shall be in a minimum amount of USD 2 000 000 (two million USD), unless otherwise agreed by THE BANK.

(2) Disbursement of each Tranche shall be made upon written request by THE BORROWER, subject to the conditions of Article 1.04. Each request (hereinafter called a "Request") for disbursement of a Tranche shall:

- (a) specify the amount in dollars requested for disbursement under the Tranche;
- (b) specify THE BORROWER's preferred date for disbursement, it being understood that THE BANK may disburse the Tranche up to four calendar months from the date of Request;
- (c) be accompanied by the relevant evidence required under Article 1.04A or B as appropriate;

Padel

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- (d) provide details of the bank account or accounts of THE BORROWER to which disbursement is to be made and
- (e) provide the authorisations required for those making Requests hereunder.

Moreover THE BORROWER may at its discretion specify in the Request the rate of interest, if any, indicated by THE BANK without commitment as applicable to the currency referred to in the Request.

No Request may be made later than the date falling on the fourth anniversary of the first disbursement, unless otherwise agreed by THE BANK. Subject to Article 1.02B(2), each Request is irrevocable.

1.02B Disbursement Notice

(1) Between 10 and 15 days before the date of disbursement of each Tranche THE BANK shall, if the Request conforms to Article 1.02A(2) and to the extent that, when required, the evidence supplied under Article 1.02A(2)(d) is acceptable to THE BANK, deliver to THE BORROWER a notice (hereinafter a "Disbursement Notice") which shall:

- (i) subject to the proviso set out below, confirm the amount in dollars as indicated in the Request;
- (ii) specify the interest rate determined pursuant to Article 3.01; and
- (iii) specify the date of disbursement of the Tranche.

(2) If (a) the interest rate specified in the Disbursement Notice delivered pursuant to paragraph (1) above exceeds the interest rate, if any, previously indicated by THE BANK and stated in the Request, or (b) the date of disbursement or the dollar amount of the Tranche is not as specified in the Request, THE BORROWER may within three (3) Business Days (as defined in Article 5.03) in Luxembourg following receipt of the Disbursement Notice revoke the Request by notice to THE BANK and thereupon the Request and the Disbursement Notice shall be of no effect. Unless THE BANK receives such a notice within the specified time, THE BANK and THE BORROWER shall be bound by the terms of the Disbursement Notice.

1.03 Currency of Disbursement

Subject to availability, the currency of disbursement shall be USD.

1.04 Conditions of Disbursement

A. The first disbursement of any Tranche pursuant to Article 1.02A shall be subject to the fulfilment of the following conditions to the satisfaction of THE BANK, namely that 30 days before the date of disbursement:

- (a) THE BORROWER's legal adviser shall have issued, in form and substance satisfactory to THE BANK, a favourable legal opinion on the due execution of this Contract by THE BORROWER, confirming, inter alia, that:

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- (i) THE BORROWER shall have taken all action necessary to obtain exemption from taxation for all payments of principal, interest and other sums due hereunder and to permit the payment of all such sums gross without deduction of tax at source; and
 - (ii) all necessary exchange control consents shall have been obtained to permit THE BORROWER to receive disbursements hereunder, to repay the same and to pay interest and all other amounts due hereunder; such consents must extend to the opening and maintenance of the accounts to which THE BORROWER directs THE BANK to disburse the Credit;
- (b) the financing mentioned in the third recital shall respectively be available for disbursement; and
- (c) the requirements of Article 7.01 shall have been satisfied.

B. Each disbursement of a Tranche shall be further subject to THE BANK's receipt, not less than thirty days before the date of disbursement, of evidence satisfactory to THE BANK that THE BORROWER has incurred expenditure (net of taxes and duties payable by THE BORROWER in Thailand) on THE PROJECT as set out in the Technical Description in an aggregate amount at least equal to the sum of the amount of the Tranche requested and the aggregate of all previous Tranches disbursed under this Contract.

Provided that upon provision of evidence satisfactory to THE BANK that expenditure of the nature described above is due to be made within 60 days from the date of the Request, THE BANK will treat such expenditure as having been made. If any sum is disbursed pursuant to this proviso, evidence of expenditure on eligible PROJECT items, as defined above, shall be provided before any further sum is disbursed under this Article.

If any part of the evidence furnished by THE BORROWER is not satisfactory to THE BANK, THE BANK may disburse proportionately less than the amount requested, without prejudice to the terms of Article 1.02A(1).

C. Each Disbursement shall be further subject to the financing mentioned in the third recital being still available to fund THE PROJECT as necessary.

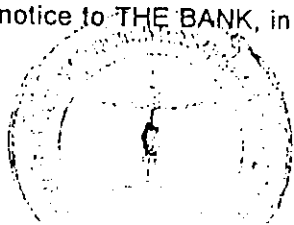
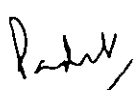
1.05 Deferment Commission

If the disbursement of any Tranche is deferred on request of THE BORROWER (with the consent of THE BANK) or by reason of non-fulfilment of the condition of disbursement, THE BORROWER shall pay commission on the amount of which disbursement is deferred at the rate of 1% per annum from the original specified disbursement date to the actual disbursement date or, as the case may be, until annulment or cancellation of the Credit. Any request for deferment must be received by THE BANK at least eight days before the original disbursement date. Such commission shall be payable semi-annually on the days specified in Article 5.03.

1.06 Annulment of Credit

If the cost of THE PROJECT should fall short of the figure stated in the Recitals, THE BANK may, by notice to THE BORROWER, annul the undisbursed portion of the Credit in proportion to the shortfall.

THE BORROWER may at any time, by notice to THE BANK, in whole or in part annul the undisbursed portion of the Credit.



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If THE BORROWER annuls any Tranche for which a Request has been made and has not been revoked pursuant to Article 1.02B(2), it shall pay a commission calculated at a flat rate of half the basic rate of interest referred to in Article 1.02B(1)(ii) applicable to the Tranche concerned.

THE BANK may at any time after the date falling six months after the date specified in the last paragraph of Article 1.02A, by notice to THE BORROWER, in whole or in part annul the undisbursed portion of the Credit which is not then the subject of a Disbursement Notice.

1.07 Cancellation of Credit

THE BANK may, by notice to THE BORROWER, in whole or in part cancel the undisbursed portion of the Credit at any time, and with immediate effect, following the occurrence of any event mentioned in Article 10.

The undisbursed portion of the Credit shall be considered as cancelled if THE BANK demands prepayment under Article 10.

If the Credit is cancelled, THE BORROWER shall pay commission at an annual rate of 0.75% on any amount that has been the subject of a Request calculated from the date stated in the Request to the date of cancellation of the Credit. Such commission shall be payable in addition to any commission payable under Article 1.05.

1.08 Suspension of Disbursement

Without prejudice to Articles 1.05, 1.06 and 10, THE BANK may at any time suspend disbursement of the Credit:

- (i) following the occurrence of any event mentioned in Article 10; or
- (ii) if exceptional circumstances shall arise which adversely affect THE BANK's access to national or international capital markets; provided that THE BANK shall not be entitled to suspend disbursement of a Tranche which has been the subject of a Disbursement Notice.

THE BANK may continue to suspend disbursement for so long as it considers that the situation persists.

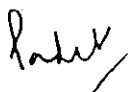
1.09 Currency of Sums due under Article 1

Commission due under this Article 1 shall be calculated and payable in USD.

ARTICLE 2 The Loan

2.01 Amount of the Loan

The loan (hereinafter called "Loan") shall comprise the aggregate amount disbursed by THE BANK in each Tranche, as notified by THE BANK pursuant to Article 2.03.



The Loan shall be repaid in accordance with Article 4 or, as the case may be, Article 10.

2.02 Currency of Payment

Interest, repayments and other charges payable in respect of each Tranche shall be made by THE BORROWER under Article 3, 4 or, as the case may be, Article 10 in USD.

Any other payment shall be made in the currency specified by THE BANK, having regard to the currency of the expenditure to be reimbursed by means of the payment in question. If the currency in question is not a currency available to THE BANK, payment shall be made in euros at the exchange rate applicable thirty days before the date of payment.

2.03 Notification by THE BANK

After disbursement of each Tranche, THE BANK shall deliver to THE BORROWER a summary statement showing the amount disbursed in the currency indicated in the Disbursement Notice, the disbursement date and interest rate of and for that Tranche. After disbursement of the first Tranche, the summary statement shall also include the amortisation table for the entire Loan.

ARTICLE 3 Interest

3.01 Rate of Interest

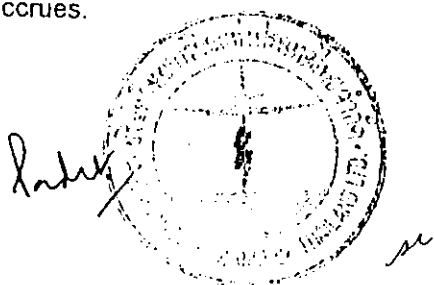
The balance outstanding of each Tranche shall bear interest from day to day at the rate specified in the Disbursement Notice relating thereto, which rate shall be the interest rate applicable at the date of issue of the Disbursement Notice to loans denominated in USD and granted by THE BANK to its borrowers on the same repayment terms and on the same terms for the payment of interest as the Tranche in question. Interest shall be payable semi-annually in arrear on the dates specified in Article 5.03.

3.02 Interest on Overdue Sums

Without prejudice to Article 10 and by way of exception to Article 3.01, interest shall accrue on any overdue sum payable under the terms of this Contract from the due date to the date of payment at a semi annual rate calculated as follows:

- for an amount due in the currency of any Tranche, at a rate equal to the sum of (i) 2.5% and (ii) the rate applicable to that Tranche under Article 3.01; and
- for any other amount, at a rate equal to the sum of (i) 2.5% and (ii) the rate of interest charged by THE BANK on the due date for loans made in the currency or combination of currencies in question for a term of 15 years.

Such interest is payable in the same currency as the overdue sum on which it accrues.



ARTICLE 4 Repayment

4.01 Normal Repayment

THE BORROWER shall repay the Loan in accordance with the amortisation table on a constant annuity basis to be supplied by THE BANK pursuant to Article 2.03 in semi-annual instalments commencing on the first Payment Date, as referred to in Article 5.03, falling immediately after the fourth anniversary of the disbursement date of the first Tranche and end on the Payment Date falling immediately before the fifteenth anniversary of the disbursement date of the first Tranche.

4.02 Voluntary Prepayment

A. THE BORROWER may prepay all or part of a Tranche, subject to Article 4.04 in the case of a Tranche disbursed in more than one currency, upon giving written notice (hereinafter a "Prepayment Notice") specifying the amount (the "Prepayment Amount") to be prepaid and the proposed date of prepayment (the "Prepayment Date"), which shall be a date specified in Article 5.03 (each a "Payment Date"). The Prepayment Notice shall be delivered to THE BANK at least one month prior to the Prepayment Date. Prepayment shall be subject to the payment by THE BORROWER of the compensation, if any, due to THE BANK in accordance with the provisions of paragraphs B and C below.

B. The amount of compensation shall be the amount of the shortfall in interest incurred by THE BANK in respect of each half-year ending on successive Payment Dates falling after the Prepayment Date calculated in the manner stated in the following subparagraph and discounted in accordance with paragraph C.

The amount of the shortfall shall be calculated as the amount by which:

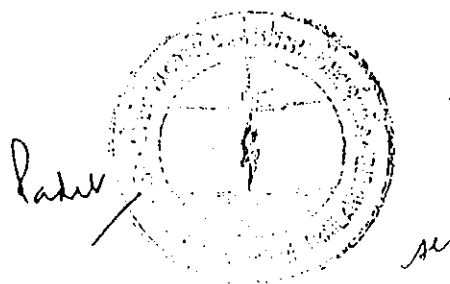
(x) the interest that would have been payable during that half-year on the prepaid part of the Tranche at the basic rate of interest specified in the Disbursement Notice,

exceeds

(y) the interest which would have been so payable during that half-year if calculated at the Reference Rate; for which purpose the "Reference Rate" means the annual rate of interest (reduced by 15 (fifteen) basis points) which THE BANK determines on the date falling one month prior to the Prepayment Date to be the standard rate for a loan quoted by THE BANK in the relevant currency, having the same financial characteristics as the Tranche, in particular the same periodicity for the payment of interest, the same remaining life to maturity and the same type of repayment profile.

The interest rate which THE BANK, following the procedures laid down by the Board of Directors of THE BANK, quotes for a loan is in accordance with the Statute of THE BANK, determined on the basis of conditions prevailing on the capital market.

C. Each amount so calculated shall be discounted to the Prepayment Date by applying a discount rate equal to the rate determined pursuant to indent (y) of paragraph B.



D. THE BANK shall give notice to THE BORROWER of the amount of the compensation due or, as the case may be, of the absence of compensation. If by 5 p.m. Luxembourg time on the date of notification THE BORROWER fails to confirm in writing its intention to effect prepayment on the terms notified by THE BANK the Prepayment Notice shall be of no effect. Save as aforesaid, THE BORROWER shall be obliged to effect payment in accordance with the Prepayment Notice, together with accrued interest on the Prepayment Amount as well as any sum due under this Article 4.02.

4.03 Compulsory Prepayment

A. If the total cost of THE PROJECT should fall short of the figure stated in the Recitals, THE BANK may in proportion to the shortfall demand prepayment of all or part of the Loan.

B. If THE BORROWER voluntarily prepays a part or the whole of any loan which had originally been contracted for a term of more than five years, THE BANK may demand prepayment of such proportion of the amount of the Loan then outstanding as the prepaid sum bears to the aggregate outstanding amount of all such other loans.

THE BANK shall address its demand, if any, to THE BORROWER within four weeks of receipt of notice under Article 8.02(c)(ii). Any sum demanded by THE BANK shall be paid, together with accrued interest, on the date indicated by THE BANK, which date shall not precede the date of prepayment of the other loan.

Prepayment of a loan by means of a new loan having a term at least as long as the unexpired term of the loan prepaid shall not be considered a prepayment.

C. If a Change of Status Event (as defined below) has occurred or is likely to occur or if THE BANK has reasonable cause to believe that a Change of Status Event has occurred or is about to occur, THE BANK may demand that THE BORROWER consult with it. Such consultation shall take place within thirty (30) days from the date of THE BANK's request at the venue specified in the request.

If, after such consultation, THE BANK is of the opinion that the Change of Status Event has, or is likely to have, a material adverse effect on the future servicing of the Loan or on the management or operation of THE PROJECT, THE BANK may require THE BORROWER to prepay the Loan, together with a premium, if any, calculated on the amount to be prepaid in accordance with Article 4.02. The BORROWER shall effect payment of the amount demanded on the date specified by THE BANK, such date being a date falling not less than thirty (30) days from the date of the demand.

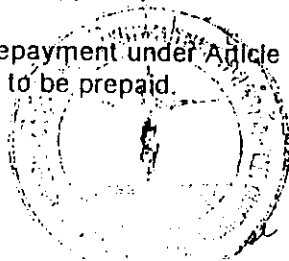
For the purposes of this Article 4.03C, "Change of Status Event" means such change in the Articles of Association of THE BORROWER or any law, decree or the like having direct or indirect effect on the operations of THE BORROWER that THE BORROWER (i) no longer has exclusive rights to provide air traffic control services at the SBIA, or (ii) is no longer entitled to receive reimbursements from its airline shareholders for any shortfalls in flight charge collection.

4.04 General Provisions regarding Prepayment under Article 4

Prepayment of a Tranche shall be made in the currency of the Tranche. Each amount prepaid shall be applied pro rata in reduction of each outstanding instalment.

In case of prepayment under Article 4.03, THE BORROWER may select which Tranche or Tranches are to be prepaid.

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This Article 4 shall not prejudice Article 10.

ARTICLE 5
Payments

5.01 Place of Payment

Each sum payable by THE BORROWER under this Contract shall be paid to the respective account notified by THE BANK to THE BORROWER. THE BANK shall indicate the account not less than fifteen days before the due date for the first payment by THE BORROWER and shall notify any change of account not less than fifteen days before the date of the first payment to which the change applies.

This period of notice does not apply in the case of payment under Article 10.

5.02 Calculation of Payments relating to a Fraction of a Year

Any amount due by way of interest, commission or otherwise from THE BORROWER under this Contract, and calculated in respect of any fraction of a year, shall be calculated on the basis of a year of 360 days and a month of 30 days.

5.03 Dates for Payment

Sums due semi-annually under this Contract are payable to THE BANK on the dates specified in the first Disbursement Notice in each year (each referred to herein as a "Payment Date").

Any payment of sums due under this Contract in USD on a Payment Date that is not a Business Day in New York shall be payable on the next following Business Day in New York.

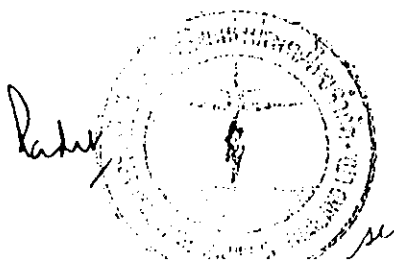
Other sums due hereunder are payable within 7 (seven) days of receipt by THE BORROWER of the demand made by THE BANK.

A sum due from THE BORROWER shall be deemed paid when it is received by THE BANK.

ARTICLE 6
Particular Undertakings

6.01 Use of Loan and other Funds

THE BORROWER shall use the proceeds of the Loan and the other funds mentioned in the financing plan described in the Recitals exclusively for the execution of THE PROJECT.

A handwritten signature, possibly "Raher", is written over a circular stamp. The stamp contains text around its perimeter, which is partially legible as "BANK OF THE STATE OF NEW YORK". In the center of the stamp is a small emblem or logo.

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6.02 Completion of THE PROJECT

THE BORROWER undertakes to carry out THE PROJECT in accordance with, and to complete it by the date specified in, the Technical Description.

6.03 Increased Cost of THE PROJECT

If the cost of THE PROJECT exceeds the estimated figure set out in the second Recital, THE BORROWER shall obtain the finance to fund the excess cost without recourse to THE BANK, so as to enable THE BORROWER to complete THE PROJECT in accordance with the Technical Description. THE BORROWER's plans for funding the excess cost shall be submitted in a timely manner for consultation with THE BANK.

6.04 Tendering Procedure

THE BORROWER undertakes to purchase goods, procure services, and order works for THE PROJECT, so far as appropriate and to the satisfaction of THE BANK, by international tender open to nationals of all countries.

6.05 Insurance

So long as the Loan is outstanding, THE BORROWER shall appropriately insure all works and property forming part of THE PROJECT in accordance with the practice for public sector projects in Thailand.

6.06 Maintenance

So long as the Loan is outstanding, THE BORROWER shall procure that all property forming part of THE PROJECT is maintained, repaired, overhauled and renewed as required, to keep it in good working order.

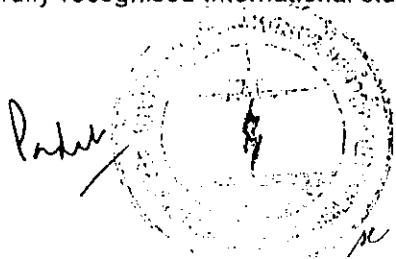
6.07 Operation of THE PROJECT

So long as the Loan is outstanding, THE BORROWER shall, unless THE BANK shall have consented otherwise in writing, retain ownership and possession of the assets which comprise THE PROJECT or, as appropriate, replace and renew such assets and shall maintain THE PROJECT in substantially continuous operation in accordance with its original purpose.

THE BANK may withhold its consent only where the proposed action would prejudice THE BANK's interests as lender to THE BORROWER or would render THE PROJECT ineligible for financing by THE BANK under the Convention.

6.08 Auditing of Accounts

So long as the Loan is outstanding, THE BORROWER undertakes that its annual financial statements shall be audited by competent auditors, in accordance with generally-recognised international standards, consistently applied.

A handwritten signature in cursive script is written over a circular official stamp. The stamp contains some illegible text and a central emblem.

ARTICLE 7
Security

7.01 Guarantee

The obligations of THE BANK under this Contract are conditional upon the prior execution and delivery to it of the duly executed Guarantee and Indemnity Agreement in form and substance approved by THE BANK, whereby the Guarantor unconditionally guarantees the due performance of THE BORROWER's financial obligations under this Contract. THE BORROWER hereby acknowledges and consents to the terms of the Guarantee and Indemnity Agreement.

7.02 Additional Security

If THE BORROWER grants to a third party any security over THE PROJECT assets, it shall, if so required by THE BANK, provide equivalent security to THE BANK for the performance of its obligations under this Contract.

Nothing in the above paragraph shall apply (i) to any vendor's lien or other encumbrance on land or other assets, where such encumbrance secures only the purchase price or any credit, having a term of not more than twelve months, obtained to finance it or (ii) to any pledge over stocks created to secure any short-term credit.

For the purpose of this Article 7.02, THE BORROWER declares that none of its property forming part of THE PROJECT is subject to any encumbrance or any challenge to title.

ARTICLE 8
Information and Visits

8.01 Information concerning THE PROJECT

THE BORROWER shall:

- (a) deliver to THE BANK, (i) every quarter until THE PROJECT is completed, a report on the implementation of THE PROJECT; (ii) within six months after the completion of THE PROJECT, a project completion report; (iii) within 90 days of any disbursement under Article 1.04B made in advance of actual expenditure, evidence satisfactory to THE BANK of the expenditure incurred as a result of such advanced disbursement; and (iv) from time to time, any such further document or information concerning the financing, implementation and operation of THE PROJECT as THE BANK may reasonably require;
- (b) submit for the approval of THE BANK without delay any material change to the general plans, timetable or expenditure programme for THE PROJECT, by relation to the disclosures made to THE BANK prior to the signing of this Contract;
- (c) inform THE BANK in good time of any situation which requires the consent of THE BANK under Article 6.07;

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- (d) if THE BANK so requests, (i) provide it with a certificate of its insurers showing that its property forming part of THE PROJECT is insured in a manner and for a value consistent with applicable general practice and (ii) supply to it a list of current policies relating to THE PROJECT, together with a statement of the premiums paid; and
- (e) generally inform THE BANK of any fact or event known to THE BORROWER which might substantially prejudice or affect the conditions of execution or operation of THE PROJECT.

8.02 Information concerning THE BORROWER

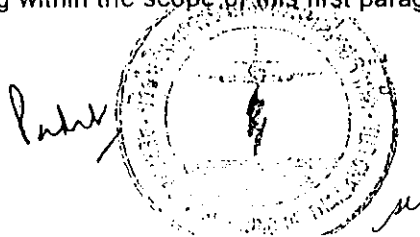
THE BORROWER shall:

- (a) deliver to THE BANK (i) each year, within one month after their approval, in the English language, its annual report, balance sheet, profit and loss account and auditor's report; (ii) from time to time at the request of THE BANK a report on the application of the International Civil Aviation Organisation's recommendations on air transport infrastructure charging; and (iii) from time to time such further information on its general financial situation as THE BANK may reasonably require;
- (b) ensure that its accounting records clearly show the operations relating to the financing and execution of THE PROJECT; and
- (c) inform THE BANK:
 - (i) immediately of any alteration to its memorandum and articles of association or other basic documents;
 - (ii) immediately of any decision made by it for any reason, any fact which obliges it or any demand made to it to prepay any loan originally granted to it for a term exceeding five years;
 - (iii) immediately of any intention on its part to create any security interest over any of THE PROJECT assets in favour of a third party; or
 - (iv) generally of any fact or event which might prevent the fulfilment of any obligation of THE BORROWER under this Contract.

8.03 Visits

THE BORROWER acknowledges that THE BANK may be obliged to divulge such documents relating to THE BORROWER and THE PROJECT to the Court of Auditors of the European Communities (hereinafter "the Court") as are necessary for the performance of the Court's task in accordance with European Community law.

THE BORROWER shall permit persons designated by THE BANK who may be accompanied by representatives of the Court of Auditors of the European Community to visit the sites, installations and works comprising THE PROJECT and to conduct such checks as they may wish. For this purpose THE BORROWER shall provide them, or ensure that they are provided with all necessary assistance. Upon the occasion of such a visit the representatives of the Court may request THE BORROWER to provide documents falling within the scope of this first paragraph of this Article.



ARTICLE 9
Charges and Expenses

9.01 Taxes, Duties and Fees

THE BORROWER shall pay all taxes, duties, fees and other impositions of whatsoever nature, including stamp duty and registration fees, arising out of the execution or implementation of this Contract or any related document and in the creation of any security for the Loan.

THE BORROWER shall pay all principal, interest, commission and other amounts due under this Contract gross without deduction of any national or local impositions whatsoever.

9.02 Other Charges

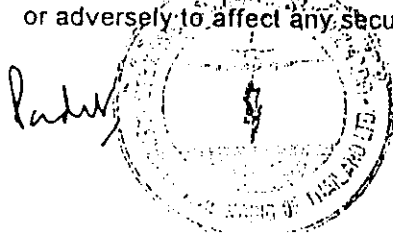
THE BORROWER shall bear any professional, banking, transfer or exchange costs incurred in the execution or implementation of this Contract or any related document and in the creation of any security for the Loan.

ARTICLE 10
Prepayment upon an Event of Default

10.01 Right to demand Repayment

THE BORROWER shall repay the Loan or any part thereof forthwith upon demand being made therefor by THE BANK:

- (A) immediately:
- (a) if any information or document given to THE BANK by or on behalf of THE BORROWER in connection with the negotiation of this Contract or during its lifetime proves to have been incorrect in any material particular;
- (b) if THE BORROWER fails on due date to repay any part of the Loan, to pay interest thereon or to make any other payment to THE BANK as herein provided;
- (c) (i) if THE BORROWER is declared insolvent or if an encumbrancer takes possession of, or a receiver or administrator or person having similar powers is appointed over, any part of the assets or affairs of THE BORROWER, whether by a court of competent jurisdiction or by any competent administrative body, or if THE BORROWER makes any composition with its creditors; or (ii) if any distress, execution, sequestration or other process is levied or enforced upon the property of THE BORROWER and is not discharged or stayed within fourteen days;
- (d) if THE BORROWER ceases the whole or a substantial part of its business, or enters into liquidation;
- (e) if THE BORROWER's net worth is reduced by a substantial amount or generally if any event or situation occurs which is likely to jeopardise the servicing of the Loan or adversely to affect any security granted therefor;



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- (f) if any agreement for any loan mentioned in the third Recital is amended, modified, cancelled, revoked or assigned with the effect, in the opinion of THE BANK, that its interests as lender to THE BORROWER are likely to be prejudiced;
 - (g) if, following any default in relation thereto, THE BORROWER is required to prepay any loan originally granted to it for a term exceeding five years;
 - (h) if THE BORROWER is liable, by reason of any default, to be required to effect immediate prepayment of any loan granted to it by THE BANK from the resources of THE BANK or of the EC; and
- (B) upon expiry of a reasonable period of time specified in a notice served by THE BANK on THE BORROWER, without the matter being remedied to the satisfaction of THE BANK:
- (a) if THE BORROWER fails to comply with any obligation under this Contract other than one mentioned in Article 10.01(A)(b); or
 - (b) if any material fact stated in the Recitals substantially alters and if the alteration either prejudices the interests of THE BANK as lender to THE BORROWER or adversely affects the implementation or operation of THE PROJECT.

10.02 Other Rights at Law

Article 10.01 shall not restrict any other right of THE BANK at law to demand repayment of the Loan.

10.03 Damages

In case of demand for prepayment under Article 10.01, THE BORROWER shall pay to THE BANK an amount calculated as at the date of demand, as the greater of:

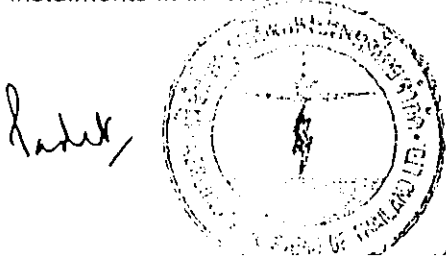
- (a) the amount calculated according to the provisions of Article 4.02 applied to the sum which has become immediately due and payable, and with effect from the date of declaration to that effect; and
- (b) an amount calculated at an annual rate of 0.25% from the date of the demand to the respective date on which each instalment of the sum demanded would have been repayable but for the making of the demand.

10.04 Non-Waiver

No failure or delay by THE BANK in exercising any of its rights under this Article 10 shall be construed as a waiver of such right.

10.05 Application of Sums Received

Sums received following a demand under this Article 10 shall be applied first in payment of damages, commission and interest in that order and secondly in reduction of outstanding instalments in inverse order of maturity.



ARTICLE 11
Law and Jurisdiction

11.01 Law

This Contract and its formation, construction and validity shall be governed by English law.

11.02 Jurisdiction

All disputes concerning this Contract shall be submitted to the Court of Justice of the European Communities.

A decision of the Court given pursuant to this Article 11.02 shall be conclusive and binding on the parties without restriction or reservation.

11.03 THE BORROWER's Agent for Service

THE BORROWER appoints the Minister-Counsellor (Economic and Financial), from time to time, whose present address is Office of Economic and Financial Affairs, Royal Thai Embassy, 30 Queen's Gate, London SW7 5JB, England to be its agent for the purpose of accepting service on its behalf of any writ, notice, order, judgment or other legal process.

11.04 Evidence of Sums due

In any legal action arising out of this Contract the certificate of THE BANK as to any amount due to THE BANK under this Contract shall be prima facie evidence of such amount.

11.05 Third Party Rights

A person who is not a party to this Contract has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

ARTICLE 12
Final Clauses

12.01 Notices

Save as provided in Article 11.03, notices and other communications given hereunder by one party to this Contract to the other shall be sent to its respective address set out below, or to such other address as it shall have previously notified to the former in writing as its new address for such purpose:

- FOR THE BANK

: 100, boulevard Konrad Adenauer
L-2950 Luxembourg
Telefax: +352-437704



- FOR THE BORROWER

: 102 Ngamduplee
Tungmahamek
Bangkok 10120
Telefax: +66-2-285-9316

12.02 Form of Notice

Notices and other communications, for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, shall be served by hand delivery, registered letter, telegram, facsimile, telex or any other means of transmission which affords evidence of receipt by the addressee. The date of registration or, as the case may be, the stated date of receipt of transmission shall be conclusive for the determination of a period.

12.03 Recitals, Schedule and Annexes

The Recitals and following Schedule form part of this Contract:

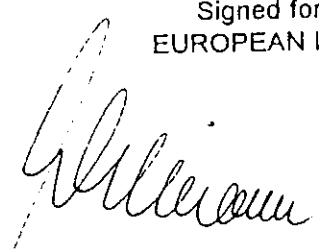
Schedule A Technical Description

The following Annexes are attached hereto:

- Annex I Resolution of Board of Directors of THE
BORROWER and Authority of Signatory of
THE BORROWER
- Annex II Certificate of Borrowing Powers

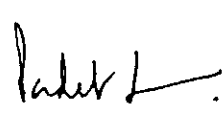
IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in four originals in the English language each page having been initialled by
Mrs Regan Otte on behalf of THE BANK and Mr S. Chandrangsu and
Mr P. Limpisvasti on behalf of THE BORROWER.

Signed for and on behalf of
EUROPEAN INVESTMENT BANK AERONAUTICAL RADIO OF THAILAND LIMITED


E. Uhlmann
General Counsel

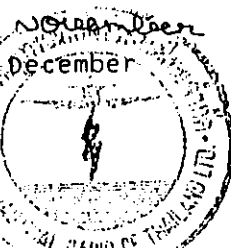

C. Cortese
Director

S. Chandrangsu
Chairman

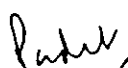

P. Limpisvasti
President

this 23rd
this 5th

day of
day of



2000, at Bangkok
2000, at Luxembourg





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SCHEDULE A

TECHNICAL DESCRIPTION

1. PURPOSE

The project concerns the design, tendering, Air Traffic Control implementation and operation of equipment and installations and the design and construction of an Air Traffic Control complex and Control Tower at the Second Bangkok International Airport, Thailand.

2. THE PROJECT

2.1 Communication system

Integrated Communication Control System (ICCS)
VHF/UHF Transmitters and Receivers
Runway and QNH Display
Meteo Monitor
Tape Recorder and Reproducer
Automatic Terminal Information Systems (ATIS)
Transmitter Station

2.2 Navigation system

1 DVOR/DME
DVOR/DME building
3 ILS/DME
ILS/DME buildings
Local Area Augmentation System (LAAS)
Rotating Beacon
Test Equipment

2.3 Surveillance System

Primary Surveillance Radar (PSR)
Secondary Surveillance Radar (SSR)
Automatic Dependant Surveillance (ADS)
Radar Data Processing (RDP)
Radar Data Display
Flight Data Processing (FDP)
Airport Surface Detection System (ASDE)

2.4 Aeronautical Communication System

Aeronautical Telecommunication Network (ATN)
Aeronautical Information Services (AIS) Automation

2.5 Communication Network

External communication media
- Digital Data Network (DDN)
- Satellite communication Equipment
Internal communication media
- Fiber Optic Backbone
- Internal PABX System
- Copper Wire Cable

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- 2.6 Airline Communication System
- Ground-Ground Radio Communication
- Trunked Radio System
 - Handie Talkie Radio Transceivers

- VHF Air-Ground Radio
- Remote control Unit (RCU)
 - Antenna
 - Installation

2.7 ATC Complex

2.8 Training

N.B.: ATC Technology changes may require a future amendment to the Technical Description.

3. TIMETABLE

Start of project	January 2000
Completion of tendering for Civil Engineering	End 2000 – End 2001
Completion of tendering for Equipment	End 2001 – End 2002
Completion of Installation and Civil Engineering	End 2003 – End 2004
Completion of Project and Operational Readiness at the estimated airport opening date between	End 2004 and End 2005

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