CREDIT NUMBER 5568 -VN

Financing Agreement

(Second Ho Chi Minh City Environmental Sanitation Project)

between

SOCIALIST REPUBLIC OF VIETNAM

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated March 12, 2015

FINANCING AGREEMENT

AGREEMENT dated March 12, 2015, entered into between SOCIALIST REPUBLIC OF VIETNAM ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS the Recipient has requested the Bank to provide assistance towards the financing of the Project and, by an agreement of even date herewith between the Recipient and the Bank ("Loan Agreement"), the Bank has agreed to provide such assistance, on the terms and subject to the conditions provided or referred to therein, in an amount of two hundred fifty million Dollars ($ 250,000,000) ("Loan").

NOW THEREFORE the Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The International Development Association General Conditions for Credits and Grants dated July 31, 2010 ("General Conditions"), as well as the preamble paragraphs above, constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to one hundred thirty five million three hundred thousand Special Drawing Rights (SDR 135,300,000) (variously, "Credit" and "Financing"), to assist in financing the Project described in Schedule 1 to the Loan Agreement.

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to the Loan Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.

2.05. The Interest Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to one and a quarter percent (1.25%) per annum.

2.06. The Payment Dates are June 1 and December 1 in each year.

2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in the Schedule to this Agreement.

2.08. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through Ho Chi Minh City People's Committee in accordance with the provisions of Article V of the General Conditions.

3.02. (a) Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to the Loan Agreement, which are hereby incorporated by reference in this Agreement with the following modifications, unless the context otherwise requires, and which shall apply, *mutatis mutandis*, to the Financing, and the Recipient hereby agrees to comply with such provisions to the same extent as if such provisions had been set out in full in this Agreement:

(i) the term "Borrower" shall be read as "Recipient";

(ii) the term "Loan" shall be read as "Financing";

(iii) the term "Bank" shall be read as "Association";

(iv) the term "this Agreement" shall be read as "the Financing Agreement";

(v) the term "General Conditions" shall be read as the "International Development Association General Conditions for Credits and

Grants dated July 31, 2010", and its corresponding Sections, with the following modifications:

(A) in Section II.A.1 (a), the reference to Section 5.08 shall be deemed to refer to Section 4.08;

(B) in Sections II.B.1 and 3, the references to Sections 5.09 and 5.09 (b), respectively, shall be deemed to refer to Sections 4.09 and 4.09 (b), respectively; and

(vi) Section I.B.1(a) shall be read as follows:

"(a) deleted".

(b) For greater clarity and the avoidance of doubt, in view of the incorporation of the provisions of Schedule 2 to the Loan Agreement in this Agreement pursuant to Section 3.02 (a) of this Agreement, if the Loan Agreement terminates prior to the termination of this Agreement, such termination shall have no effect for purposes of this Agreement, and the provisions of the Loan Agreement incorporated in this Agreement pursuant to Section 3.02 (a) of this Agreement shall continue in full force and effect between the Recipient and the Association for the purposes of this Agreement, following and notwithstanding such termination of the Loan Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Additional Condition of Effectiveness consists of the following, namely the Loan Agreement has been executed and delivered and all conditions precedent to its effectiveness (other than the effectiveness of this Agreement) have been fulfilled.

4.02. The Additional Legal Matter consists of the following, namely the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the HCMC PC and is legally binding upon the Recipient and the HCMC PC in accordance with its terms.

4.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

4.04. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for

payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is the Governor, or a Deputy Governor, of State Bank of Vietnam.

5.02. The Recipient's Address is:

State Bank of Vietnam
49 Ly Thai To
Hanoi, Vietnam

Cable address:	Telex:	Facsimile:
VIETBANK Hanoi	412248 NHTWVT	(84-4) 3825 0612

5.03. The Association's Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI)	1-202-477-6391

AGREED at Hanoi, Socialist Republic of Vietnam, as of the day and year first above written.

SOCIALIST REPUBLIC OF VIETNAM

By _____
Authorized Representative

Name: Nguyen Van Binh

Title: Governor State Bank of Vietnam

INTERNATIONAL DEVELOPMENT ASSOCIATION

By _____
Authorized Representative

Name: Victoria Kwakwa

Title: Country Director

SCHEDULE

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 1 and December 1:	
commencing June 1, 2020 to and including December 1, 2029	**1.65%**
commencing June 1, 2030 to and including December 1, 2039	**3.35%**

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.

APPENDIX

Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 3.02 is modified to read as follows:

"Section 3.02. *Service Charge and Interest Charge*

(a) *Service Charge.* The Recipient shall pay the Association a service charge on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. The Service Charge shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Service Charges shall be computed on the basis of a 360-day year of twelve 30-day months.

(b) *Interest Charge.* The Recipient shall pay the Association interest on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. Interest shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months."

2. Paragraph 28 of the Appendix ("Financing Payment") is modified by inserting the words "the Interest Charge" between the words "the Service Charge" and "the Commitment Charge".

3. The Appendix is modified by inserting a new paragraph 32 with the following definition of "Interest Charge", and renumbering the subsequent paragraphs accordingly:

"32. "Interest Charge" means the interest charge specified in the Financing Agreement for the purpose of Section 3.02(b)."

4. Renumbered paragraph 37 (originally paragraph 36) of the Appendix ("Payment Date") is modified by inserting the words "Interest Charges" between the words "Service Charges" and "Commitment Charges".

5. Renumbered paragraph 50 (originally paragraph 49) of the Appendix ("Service Charge") is modified by replacing the reference to Section 3.02 with Section 3.02 (a).