

Public Disclosure Authorized

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LOAN NUMBER 7299-BR

Loan Agreement

(Programmatic Fiscal Reform Loan – Social Security Reform)

between

FEDERATIVE REPUBLIC OF BRAZIL

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated April 11, 2006

Public Disclosure Authorized

LOAN NUMBER 7299 - BR

LOAN AGREEMENT

AGREEMENT, dated April 11, 2006, between the FEDERATIVE REPUBLIC OF BRAZIL (the Borrower) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank).

WHEREAS (A) the Bank has received a letter, dated May 6, 2005, from the Borrower: (i) describing its macroeconomic framework and a program of actions, objectives, and policies designed to promote growth and achieve sustainable reductions in poverty, more specifically to support the program of reforms of the Borrower's pension systems which focuses mainly in the public sector workers' system, but also include the private sector workers' system and the complementary private pension system (the Program), which Program consists of actions that have already been taken as described in Schedule 2 to this Agreement (the First Phase of the Program), and actions and policies that the Borrower intends to take and adopt in the near future; (ii) declaring the Borrower's commitment to the execution of the Program; and (iii) requesting assistance from the Bank in support of the Program during the execution thereof;

(B) the Program is part of the Borrower's overall fiscal reform agenda, which is also supported by other loans from the Bank;

(C) on the basis, *inter alia*, of the foregoing, the Bank has decided in support of the First Phase of the Program to provide such assistance to the Borrower by making the loan provided for in Article II of this Agreement (the Loan) as hereinafter provided; and

(D) on the basis, *inter alia*, of the foregoing, the Bank has decided in support of the First Phase of the Program to provide such assistance to the Borrower by making the loan provided for in Article II of this Agreement (the Loan) as hereinafter provided;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. The "General Conditions Applicable to Loan and Guarantee Agreements for Fixed-Spread Loans" of the Bank dated September 1, 1999 (as amended through May 1, 2004), with the modifications set forth below (the General Conditions) constitute an integral part of this Agreement:

(a) Section 2.01, paragraph 41, is modified to read:

“‘Project’ means the first phase of the program, referred to in the Preamble to the Loan Agreement, in support of which the Loan is made.”;

- (b) Section 5.01 is modified to read:

“The Borrower shall be entitled to withdraw the proceeds of the Loan from the Loan Account in accordance with the provisions of the Loan Agreement and of these General Conditions.”;

- (c) the last sentence of Section 5.03 is deleted;

- (d) Section 9.07 (c) is modified to read:

“(c) Not later than six months after the Closing Date or such later date as may be agreed for this purpose between the Borrower and the Bank, the Borrower shall prepare and furnish to the Bank a report, of such scope and in such detail as the Bank shall reasonably request, on the execution of the first phase of the program referred to in the Preamble to the Loan Agreement, the performance by the Borrower and the Bank of their respective obligations under the Loan Agreement and the accomplishment of the purposes of the Loan.”; and

- (e) Section 9.05 is deleted in its entirety and Sections 9.06, 9.07 (as modified above), 9.08 and 9.09 are renumbered, respectively, Sections 9.05, 9.06, 9.07 and 9.08.

Section 1.02. Unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings therein set forth and the following additional terms have the following meanings:

(a) “SPC” means *Secretaria de Previdência Complementar*, the Secretariat of Complementary Pension of the Borrower’s Ministry of Social Security;

(b) “RGPS” means *Regime Geral de Previdência Social*, the Borrower’s social security system for private sector workers; and

(c) “RPPS” means *Regime Próprio de Previdência Social*, the Borrower’s social security system for public sector workers.

ARTICLE II

The Loan

Section 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, an amount equal to six hundred fifty-eight million three hundred thousand Dollars (\$658,300,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.09 of this Agreement.

Section 2.02. (a) Subject to the provisions of paragraphs (b) and (c) of this Section, the Borrower shall be entitled to withdraw the amount of six hundred fifty-five million eight thousand five hundred Dollars (\$655,008,500) from the Loan Account in support of the First Phase of the Program.

(b) Except as the Bank may otherwise agree: (i) all withdrawals from the Loan Account shall be deposited by the Bank into an account designated by the Borrower and acceptable to the Bank; and (ii) the Borrower shall ensure that upon each deposit of an amount of the Loan into said account, an equivalent amount is accounted for in the Borrower's budget management system, in a manner acceptable to the Bank.

(c) The Borrower undertakes that the proceeds of the Loan shall not be used to finance expenditures excluded pursuant to the provisions of Schedule 1 to this Agreement. If the Bank determines at any time that an amount of the Loan was used to make a payment for an expenditure so excluded, the Borrower shall, promptly upon notice from the Bank, refund an amount equal to the amount of said payment to the Bank. Amounts refunded to the Bank upon such request shall be cancelled.

Section 2.03. The Closing Date shall be June 30, 2006, or such later date as the Bank shall establish. The Bank shall promptly notify the Borrower of such later date.

Section 2.04. The Borrower shall pay to the Bank a fee in an amount equal to one percent (1%) of the amount of the Loan, subject to any waiver of a portion of such fee as may be determined by the Bank from time to time. On or promptly after the Effective Date, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amount of said fee.

Section 2.05. The Borrower shall pay to the Bank a commitment charge on the principal amount of the Loan not withdrawn from time to time, at a rate equal to: (i) eighty five one-hundredths of one per cent (0.85%) per annum from the date on which such charge commences to accrue in accordance with the provisions of Section 3.02 of the General Conditions to but not including the fourth anniversary of such date; and (ii) seventy five one-hundredths of one per cent (0.75%) per annum thereafter.

Section 2.06. The Borrower shall pay interest on the principal amount of the Loan withdrawn and outstanding from time to time, in respect of each Interest Period at the Variable Rate; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the Borrower shall, during the Conversion Period, pay interest on such amount in accordance with the relevant provisions of Article IV of the General Conditions.

Section 2.07. Interest and commitment charges shall be payable semiannually in arrears on January 15 and July 15 in each year.

Section 2.08. The Borrower shall repay the principal amount of the Loan in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

Section 2.09. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management:

- (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency;
- (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan from a Variable Rate to a Fixed Rate, or vice versa; and
- (iii) the setting of limits on the Variable Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on said Variable Rate.

(b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in Section 2.01 (7) of the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

Section 2.10. Without limitation upon the provisions of paragraph (a) of Section 2.09 of this Agreement and unless otherwise notified by the Borrower to the Bank in accordance with the provisions of the Conversion Guidelines, the interest rate basis applicable to the aggregate principal amount of the Loan withdrawn during each Interest Period shall be changed from the initial Variable Rate to a Fixed Rate for the full maturity of such amount in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

ARTICLE III

Particular Covenants

Section 3.01. (a) The Borrower and the Bank shall from time to time, at the request of either party, exchange views on the progress achieved in carrying out the Program.

(b) Prior to each such exchange of views, the Borrower shall furnish to the Bank for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Bank shall reasonably request.

(c) The Borrower shall exchange views with the Bank on any proposed action to be taken after the disbursement of the Loan which would have the effect of materially reversing the objectives of the Program, or any action specified in Schedule 2 to this Agreement.

Section 3.02. Without limitation upon the provisions of Section 9.01 (a) of the General Conditions, the Borrower shall promptly furnish to the Bank such information relating to the provisions of Article II of this Agreement as the Bank may, from time to time, reasonably request.

ARTICLE IV

Additional Events of Suspension

Section 4.01. Pursuant to Section 6.02 (p) of the General Conditions, the following additional events are specified:

(a) The Borrower's macroeconomic policy framework has become inconsistent with the objectives of the First Phase of the Program.

(b) An action has been taken or a policy has been adopted to reverse any action or policy under the Program, including any action listed in Schedule 2 to this Agreement, in a manner that would, in the opinion of the Bank, adversely affect the achievement of the objectives of the First Phase of the Program.

ARTICLE V

Effective Date; Termination

Section 5.01. The following is specified as an additional matter, within the meaning of Section 12.02 (c) of the General Conditions, to be included in the opinion or opinions to be furnished to the Bank, namely, that this Agreement has been validly registered with the Central Bank.

Section 5.02. The date July 11, 2006 is hereby specified for the purposes of Section 12.04 of the General Conditions.

ARTICLE VI

Representative of the Borrower; Addresses

Section 6.01. The Minister of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 6.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

Ministério da Fazenda
Procuradoria Geral da Fazenda Nacional
Esplanada dos Ministérios, Bloco "P" - 8º andar
70048-900 Brasília, D.F.
Brazil

Facsimile: (011-55-61) 412-1740

With copy to:

Ministério do Planejamento, Orçamento e Gestão
Secretaria de Assuntos Internacionais
Esplanada dos Ministérios, Bloco "K" - 5º andar
70040-906 Brasília, D.F.
Brazil

Facsimile: (011-55-61) 225-4022

Ministério da Previdência Social
Gabinete do Ministro
Esplanada dos Ministérios, Bloco "F" - 8º andar
70059-900 Brasília, D.F.
Brazil

For the Bank:

International Bank for
Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423 (MCI) or 64145 (MCI)	(202) 477-6391

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in Brasilia, Brazil, as of the day and year first above written.

FEDERATIVE REPUBLIC OF BRAZIL

By /s/ Suely Dib de Sousa e Silva
Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By /s/ John Briscoe
Authorized Representative

SCHEDULE 1

Excluded Expenditures

For purposes of Section 2.02 (c) of this Agreement, the proceeds of the Loan shall not be used to finance any of the following expenditures:

1. expenditures for goods or services supplied under a contract which any national or international financing institution or agency other than the Bank or the Association shall have financed or agreed to finance, or which the Bank or the Association shall have financed or agreed to finance under another loan, credit, or grant;
2. expenditures for goods included in the following groups or subgroups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Bank by notice to the Borrower:

<u>Group</u>	<u>Subgroup</u>	<u>Description of Items</u>
112	-	Alcoholic beverages
121	-	Tobacco, unmanufactured, tobacco refuse
122	-	Tobacco, manufactured (whether or not containing tobacco substitutes)
525	-	Radioactive and associated materials
667	-	Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors

<u>Group</u>	<u>Subgroup</u>	<u>Description of Items</u>
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971	-	Gold, non-monetary (excluding gold ores and concentrates)

3. expenditures for goods intended for a military or paramilitary purpose or for luxury consumption;
4. expenditures for environmentally hazardous goods (for purposes of this paragraph the term "environmentally hazardous goods" means goods, the manufacture, use or import of which is prohibited under the laws of the Borrower or international agreements to which the Borrower is a party;
5. expenditures on account of any payment to persons or entities, or any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
6. expenditures under a contract in respect of which the Bank determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Borrower or of a beneficiary of the Loan during the procurement or execution of such contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.

SCHEDULE 2

First Phase of the Program

1. The Borrower's Law No. 10934, of August 11, 2004, which established guidelines for the elaboration of the Borrower's budget for 2005, known as *Lei de Diretrizes Orçamentárias*, established, in its Annex IV. 2, an annual minimum primary surplus target for the consolidated public sector for the period 2005-2007 of 4.25 % of the Borrower's gross national product in each such year, which may be reduced by 0.15% of such gross national product on account of public infrastructure investments, as part of the pilot project agreed between the Borrower and international financial institutions.
2. The Borrower's share of domestic public debt linked to a foreign exchange rate has been reduced from 37% to 10% during the period from December 2002 through December 2004.
3. Amendment No. 41 to the Borrower's Constitution was promulgated on December 19, 2003, providing, inter alia, for the following reforms in the RPPS and RGPS programs: (a) the introduction of penalties ranging from 3.5 to 5 percent of the wage base of public workers for each year of retirement under the RPPS program prior to the normal retirement age of 60 for men and 55 for women; (b) the abolition of proportional retirement provisions for those who did not have the right to retire under the RPPS program before the date of such Amendment; (c) the increase in the required years of service in the public sector from 10 to 20 years, and in the last position from 5 to 10 years; (d) the adoption of a new retirement benefit formula under the RPPS based on the average of 80 percent of the highest real wages after July 1994; (e) a new indexation rule based on price indexation of benefits under RPPS; (f) a reduction in survivor's pensions under RPPS from 100 percent of the original pension to 70 percent above a threshold of R\$2,400 (two thousand four hundred Brazilian *reais*) per month; (g) the introduction of a contribution, at the rate of 11 percent on the benefit portion above the threshold of R\$2,400 (two thousand four hundred Brazilian *reais*) per month, for pensioners under the RPPS; (h) the introduction of a benefit/contribution ceiling under RPPS equal to the respective ceiling in the RGPS, provided that the employer (the federal, state, or municipal government) creates a complementary defined contribution pension fund for its pensioners; (i) the introduction of maximum wage and benefit levels, based on the salary of the respective heads of the executive, judicial and legislative branches of the federal and sub-national governments; (j) the introduction of a minimum contribution of 11 percent for all active state and municipal public workers under RPPS; and (k) an increase in the RGPS contribution base and in the benefit ceiling to R\$2,400 (two thousand four hundred Brazilian *reais*) per month.
4. The Borrower's Ministry of Social Security has elaborated a draft bill of law, that is being reviewed by the Borrower's government, establishing a sound regulatory framework for the new complementary pension funds for federal public workers, which would subject those funds to: (a) the provisions of the Borrower's Complementary Laws

No. 108, of May 29, 2001, which provides for the relationship between the entities of the federal, state, municipal and Federal District administrations and their respective closed-end pension funds, and No. 109, of May 29, 2001, which governs the complementary pension system; (b) the decisions of *Conselho Nacional de Previdência Complementar*, the Borrower's National Council of Complementary Pension; and (c) SPC's supervision.

5. *Portaria* (Administrative Order) No. 916, dated July 15, 2003, of the Borrower's Minister of Social Security, approved the plan of accounts, the accounting manual, the financial statements and the accounting procedures norms applicable to RPPS, which ensure sound transparency and accountability standards for all RPPS schemes, including computation and disclosure of implicit pension liabilities.

6. Resolution No. 3244, of October 28, 2004, issued by the National Monetary Council (*Conselho Monetário Nacional*), improved investment rules applicable to the reserves of the pension systems of the Borrowers' states and municipalities, by requiring risk evaluation and reducing administration costs for the management of such reserves.

7. Improvements have been made in the administration of RGPS, through: (a) creation, pursuant to the Borrower's Law No. 11098, of January 13, 2005, of a new Secretariat for Social Security Revenues (*Secretaria da Receita Previdenciária*) within the Borrower's Ministry of Social Security, with enhanced powers relative to the Borrower's National Institute of Social Security; (b) design of a new management system based on risk to identify irregularities on the payment of pension benefits at an early stage; and (c) design of a nationwide program of recertification of all RGPS pensioners, aiming to reduce RGPS expenditures and deficits.

8. (a) The Borrower's Presidential Decree (*Decreto*) No. 5469, of June 15, 2005, established, inter alia, a new role and structure for the SPC with respect to the inspection and supervision of the activities of closed-end pension funds (*entidades fechadas de previdência complementar*) and implementation of the policies applicable to the pension regime operated by such funds.

(b) The Borrower's *Medida Provisória* No. 258, of July 21, 2005, provided, inter alia, for the strengthening of SPC's capacity to carry out the inspection and supervision of closed-end pension funds.

9. The *Política Nacional de Segurança e Saúde do Trabalhador*, the Borrower's National Program of Health and Safety at the Workplace to be implemented by the Borrower's Ministries of Labor, Social Security and Health, was issued in November 2004 with the objective of reducing disability expenditures related to work injuries, established minimum health and safety standards to be applied nationwide, a unified information collection system designed to identify risk factors, and risk-based premiums for work injury insurance programs.

10. The Borrower's former *Conselho de Gestão da Previdência Complementar* (Complementary Pension Administration Council) strengthened the regulatory framework for closed-end pension funds, through, inter alia, the issuance of Resolutions: (a) No. 6, on October 30, 2003, which provides for portability, vesting and self-contribution rules applicable to the plans of such funds; and (b) No. 13, on October 1, 2004, establishing corporate governance rules for such funds.

11. The Borrower's Law 11053, of December 29, 2004, introduced a tax regime for pension funds' contributions and benefits based on best international practice, which exempts the contributions and investment income from taxation during the accumulation phase of private pension plans, and subjects the final benefits to taxation.

SCHEDULE 3

Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (Installment Share). If the proceeds of the Loan shall have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) the total principal amount of the Loan withdrawn and outstanding as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayment amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

<u>Payment Date</u>	<u>Installment Share (Expressed as a %)</u>
On each January 15 and July 15	
Beginning July 15, 2010 through July 15, 2021	4.17%
On January 15, 2022	4.09%

2. If the proceeds of the Loan shall not have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

(a) To the extent that any proceeds of the Loan shall have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the amount withdrawn and outstanding as of such date in accordance with paragraph 1 of this Schedule.

(b) Any withdrawal made after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which shall be the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (the Original Installment Share) and the denominator of which shall be the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such repayment amounts to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. (a) Withdrawals made within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable

on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph 3, if at any time the Bank shall adopt a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the withdrawn principal amount of the Loan to an Approved Currency, the amount so converted in said Approved Currency that shall be repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to said Conversion by either: (a) the exchange rate that reflects the amounts of principal in said Approved Currency payable by the Bank under the Currency Hedge Transaction relating to said Conversion; or (b) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

5. If the principal amount of the Loan withdrawn and outstanding from time to time shall be denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.