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**CREDIT AGREEMENT**

dated as of December 19, 2011

among

**THE DOMINICAN REPUBLIC, ACTING BY AND THROUGH ITS MINISTRY  
OF FINANCE,**

as Borrower;

**BNP PARIBAS,**  
as Ex-Im Facility Agent,

and

EXPORT-IMPORT BANK OF THE UNITED STATES

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Ex-Im Bank Transaction No. AP084374XX - Dominican Republic



Ex-Im Bank Transaction No. AP084374XX - Dominican Republic

Term Sheet

1. Borrower: Dominican Republic acting by and through its Ministry of Finance
2. Purchaser: Ministry of Public Works and Communications
3. Borrower's Country: Dominican Republic
4. Ex-Im Facility Agent: BNP Paribas
5. Aggregate Financed Portion: U.S.\$38,557,200  
(a) U.S. Contract Financed Portion Amount: U.S.\$25,500,000  
(b) Local Cost Financed Portion Amount: U.S.\$9,000,000
6. (a) Exposure Fee Percentage 11.76%  
(applied to the total of U.S. Contract Financed Portion Amount and Local Cost Financed Portion Amount)  
(b) Exposure Fee Amount: U.S.\$4,057,200  
 X financed  not financed  
 X as disbursed  up front
7. Credit Amount: U.S.\$38,557,200
8. CIR: The Commercial Interest Rate per annum, as published by Ex-Im Bank (currently published on its website at [http://www.exim.gov/tools/cirr\\_rates.cfm](http://www.exim.gov/tools/cirr_rates.cfm)), which is in effect for comparable loans on the date this Agreement is fully executed, subject to the initial Disbursement occurring no later than six (6) months after such date.
9. Commitment Fee: (i) One-eighth of one percent (0.125%) per annum on the uncanceled and undisbursed amount of the Credit, accruing from December 12, 2010 through November 7, 2011 and (ii) one-half of one percent (0.50%) per annum on the uncanceled and undisbursed amount of the Credit, accruing from November 8, 2011 to the Final Disbursement Date, and payable on March 05 and September 05 of each year, beginning on March 05, 2011.
10. Principal Repayment: Twenty (20) semi-annual installments, due and payable on each



March 05 and September 05, beginning on September 05, 2012, until the Credit is repaid in full.

11. Required Operative Date: Sixty days after the date hereof.
12. Except as otherwise provided in the Agreement, all notices shall be directed to the respective parties in accordance with the following:

To the Borrower

Address: Ministerio de Hacienda  
Ave. México #45, Gazcue  
Attention: Minister Daniel Toribio  
Telefax: (809) 686-0204  
Telephone: (809) 687-5131 ext 2030  
E-mail: [infodeuda@creditopublico.gov.do](mailto:infodeuda@creditopublico.gov.do)

To the Ex-Im Facility Agent

Address: BNP Paribas  
520 Madison Avenue  
New York, NY 10022  
Attention: Raj Daryanani / Jaime Silver  
Facsimile: (212) 841-2421 / (212) 471-6611  
Telephone: (212) 841-2278 / (212) 340-5660  
E-mail: [raj.daryanani@us.bnpparibas.com](mailto:raj.daryanani@us.bnpparibas.com) / [jaime.silver@us.bnpparibas.com](mailto:jaime.silver@us.bnpparibas.com)

To Ex-Im Bank

Address: Export-Import Bank of the United States  
811 Vermont Avenue, N.W.  
Washington, D.C. 20571  
Attention: Vice President - Asset Management Division  
Fax: (202) 565-3625 (Asset Management Division)  
(202) 565-3380 (Bank-wide)  
Telephone: (202) 565-3600  
Email: [amd.credit@exim.gov](mailto:amd.credit@exim.gov)





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THIS AGREEMENT dated as of December 19, 2011, is made by and among The Dominican Republic acting by and through its Ministry of Finance (the “**Borrower**”); BNP Paribas, a financial institution organized and existing under the laws of the French Republic, as agent for Ex-Im Bank (the “**Ex-Im Facility Agent**”) and the Export-Import Bank of the United States, an agency of the United States of America (“**Ex-Im Bank**”). Capitalized terms used herein shall be defined as provided in Section 1.

## BACKGROUND

### WHEREAS:

(A) by this Agreement, Ex-Im Bank has established an export financing credit (the “**Credit**”) in the aggregate principal amount of U.S.\$38,557,200, pursuant to which Ex-Im Bank shall extend financing to the Borrower: (i) for the purchase of Eligible Goods and Services, and (ii) for the payment of the related Exposure Fee;

(B) the Ex-Im Facility Agent will serve as facility agent for the benefit, and on behalf, of Ex-Im Bank in connection with the Credit, this Agreement and the other Borrower Documents;

(C) the establishment of the Credit will facilitate exports from the United States to the Borrower’s Country; and

(D) the Credit may be utilized by the Borrower in accordance with the terms and conditions of this Agreement.

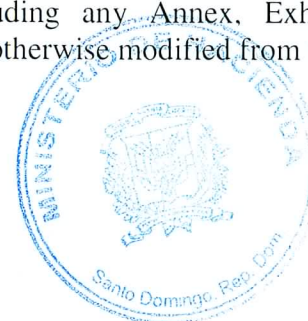
NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

## SECTION 1. DEFINITIONS AND PRINCIPLES OF CONSTRUCTION

1.01 Defined Terms. For the purposes of this Agreement, unless otherwise defined herein, the following terms shall have the meanings specified below.

“**Acquisition List**” shall mean the list of the Eligible Goods and Services in the form of Annex D approved for financing under the Credit and submitted pursuant to Section 6.01, as may be amended or otherwise modified from time to time (with the prior written consent of Ex-Im Bank).

“**Agreement**” shall mean this Credit Agreement, including any Annex, Exhibit, Schedule, Term Sheet and other attachment thereto, as amended or otherwise modified from time to time.



“**Amended Exporter’s Certificate**” shall mean any Exporter’s Certificate amending an Initial Exporter’s Certificate (or any previously delivered Exporter’s Certificate).

“**Ancillary Services**” shall mean:

(a) financial advisory services of a financial intermediary, financial institution or advisor, *provided* that such Person has been retained by the Borrower or Ex-Im Bank, and such services relate to assisting the Borrower in obtaining, structuring and/or meeting the financial requirements of the Credit, or to assisting Ex-Im Bank in its analysis of the Credit and/or any underlying project and/or the business of the Borrower;

(b) the services the Ex-Im Facility Agent provides in its capacity as Ex-Im Facility Agent.

(c) legal services of attorneys engaged by the Borrower, or Ex-Im Bank, or the Ex-Im Bank Facility Agent where such services are provided in connection with the Credit;

(d) technical consultant services of an advisor or a consultant with respect to technical matters (including engineering consultants, yield consultants, reserve consultants, marketing consultants, independent auditors and insurance advisors) where: (i) Ex-Im Bank has required that such a consultant be retained in order to assist Ex-Im Bank in its analysis of the Credit and/or of the business operations of the Borrower, (ii) the services of such consultant relate to the Credit, and (iii) the experience, expertise and overall competence of such consultant are satisfactory to Ex-Im Bank (in its sole and absolute discretion); and/or.

“**Ancillary Services Provider**” shall mean a Person who provides Ancillary Services.

“**Anti-Lobbying Certificate**” shall mean a certificate of an Exporter or the Borrower or the Applicant, as the case may be, in the form of Exhibit 4 to Annex B.

“**Applicant**” shall mean the Person signing an application for Ex-Im Bank support in connection with this Agreement.

“**Authorized Officer**” shall mean, with respect to any Person, the chief executive officer, the president, any vice president, any assistant vice president, the chief financial officer or treasurer, the assistant treasurer or equivalent officers of such Person and any other officer or legal representative of such Person acceptable to Ex-Im Bank, in each case whose name and position appears on a certificate of incumbency delivered pursuant to Section 6.01(c), as such certificate of incumbency may be amended from time to time to identify names of the individuals then holding such offices or the names of such representatives (and who are authorized to act under such Person’s charter documents or applicable law) and the capacity in which they are acting.

“**Beneficiary**” shall mean the Exporter (or U.S.-based Ancillary Services Provider) as the beneficiary of a Letter of Credit.



“**Borrower**” shall have the meaning set forth in the preamble to this Agreement.

“**Borrower Documents**” shall mean this Agreement, the Note(s)[, the Security Agreement] and all other documents and instruments to be executed and delivered by the Borrower under this Agreement.

“**Borrower's Country**” shall mean Dominican Republic.

“**Business Day**” shall mean any day on which the Federal Reserve Bank of New York is open for business.

“**Cash Payment**” shall have the meaning set forth in Section 5.01(a).

“**CIRR**” shall mean the interest rate per annum specified in Item 8 of the Term Sheet.

“**Commitment Fee**” shall have the meaning set forth in Section 7.01(a)(i).

“**Congress**” shall mean the parliament in the Borrower's Country.

“**Congressional Approval**” shall mean the approval of the Credit obtained from the Congress pursuant to Article 128 2) d) of the Constitution in the Borrower Country, which shall have been obtained prior to the execution of this Agreement.

“**Contract Price**” shall mean with respect to any Eligible Good, the invoice amount of such Good as appearing in the Exporter's invoice therefor.

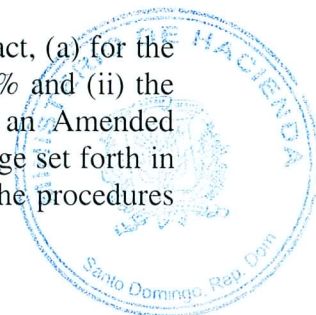
“**Credit**” shall have the meaning set forth in Recital (A).

“**Debarment Regulations**” shall mean collectively: (1) the Export-Import Bank's Nonprocurement Debarment and Suspension regulations, 2 C.F.R. Part 3513, adopting by reference, the OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180; and (2) the Debarment, Suspension, and Ineligibility provisions of the Federal Acquisition Regulation, 48 C.F.R. Subpart 9.4.

“**Disbursement**” shall mean either a Reimbursement or an L/C Payment, together with any Exposure Fee payment made in connection therewith.

“**Disbursement Date**” shall mean, in relation to any Disbursement, the Business Day on which such Disbursement is made by the Lender (in the case of a Reimbursement or an Exposure Fee payment) or the L/C Bank (in the case of an L/C Payment).

“**Disbursement Percentage**” shall mean with respect to any Supply Contract, (a) for the Initial Exporter's Certificate relating to such Supply Contract, the lower of (i) 85% and (ii) the U.S. Content Percentage set forth in such Exporter's Certificate, and (b) for an Amended Exporter's Certificate relating to such Supply Contract, the Disbursement Percentage set forth in Part A of such Amended Exporter's Certificate as calculated in accordance with the procedures



set forth in such Amended Exporter's Certificate.

**"Disposition of Indebtedness"** shall have the meaning set forth in Section 12.03.

**"Dollars," "U.S. Dollars," "U.S. \$" or "\$"** shall mean the lawful currency of the United States of America.

**"Eligible Goods"** shall mean U.S. Contract Goods and Local Cost Goods.

**"Eligible Goods and Services"** shall mean Eligible Goods and Eligible Services.

**"Eligible Services"** shall mean U.S. Contract Services and Local Cost Services.

**"Environmental Laws"** shall mean the requirements of Ex-Im Bank's Environmental Procedures and Guidelines effective August 14, 2008, as they may be revised from time to time, and the applicable statute, law, treaty, rule, regulation, code, ordinance, judgment, decree, writ, injunction order or the like of any arbitrator or Government Authority that has the force of law.

**"Event of Default"** shall have the meaning set forth in Section 10.03.

**"Ex-Im Bank"** shall have the meaning set forth in the preamble to this Agreement.

**"Ex-Im Facility Agent"** shall have the meaning set forth in the preamble to this Agreement.

**"Exporter"** shall mean a Person (a) identified on the Acquisition List as approved by Ex-Im Bank and/or otherwise approved by Ex-Im Bank and (b) who, in the sole determination of Ex-Im Bank, is located and regularly doing business in the United States.

**"Exporter's Certificate"** shall mean the certificate of an Exporter in the form of Exhibit I to Annex B.

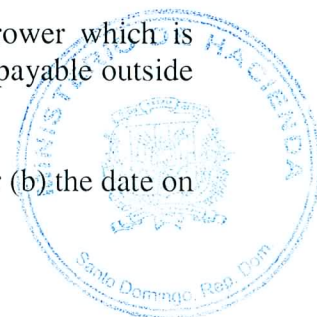
**"Exposure Fee"** shall mean the product of (i) the Exposure Fee Percentage multiplied by (ii) the amount of the related Reimbursement or L/C Payment in a total amount set forth on the Term Sheet.

**"Exposure Fee Amount"** shall mean the amount set forth as such on the Term Sheet.

**"Exposure Fee Percentage"** shall mean the percentage set forth as such on the Term Sheet.

**"External Debt"** shall mean shall mean any indebtedness of the Borrower which is owned to a person or an entity that resides outside of the Borrower Country and payable outside the Borrower Country.

**"Final Disbursement Date"** shall mean the earliest of (a) July 5, 2012, or (b) the date on



which the full remaining balance of the Credit is cancelled by either (i) the Borrower in accordance with Section 11.01 or (ii) Ex-Im Bank in accordance with Section 11.02, in each case, *provided* that if the Final Disbursement Date would otherwise occur on a day that is not a Business Day, the Final Disbursement Date shall be the immediately preceding Business Day.

“**Final Maturity Date**” shall mean March 5, 2022.

“**Foreign Content**” shall mean, with respect to any Supply Contract, the amount representing the foreign content in such contract as specified in Part A of the relevant Exporter’s Certificate, *provided* that Ex-Im Bank shall determine what does and does not constitute Foreign Content, and such determination, in the absence of manifest error, shall be conclusive and binding for all purposes.

“**Governmental Authority**” shall mean the government or any political subdivision of the government of the Borrower’s Country, any agency, department or any other administrative authority or instrumentality thereof, including, without limitation, any local or other governmental agency or other authority within the Borrower’s Country.

“**Initial Eligibility Date**” shall mean April 15, 2009.

“**Initial Exporter’s Certificate**” shall mean the initial Exporter’s Certificate delivered to the Ex-Im Facility Agent prior to the first Disbursement with respect to any Supply Contract.

“**Interest Payment Date**” shall mean March 05 and September 05 of each year, beginning on the first Interest Payment Date after the initial Disbursement.

“**L/C Bank**” shall have the meaning set forth in Part III of Annex B.

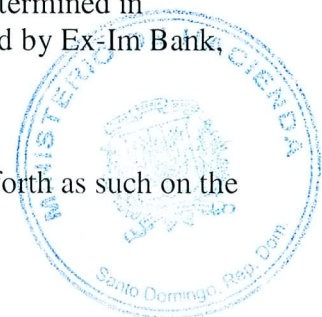
“**L/C Payment**” shall mean a drawing by a Beneficiary under, and in accordance with the terms of, a Letter of Credit.

“**Letter of Credit**” shall mean any irrevocable documentary sight letter of credit (in compliance with the requirements of the Uniform Customs and Practices for Documentary Credits (International Chamber of Commerce Publication 600), as the same may be amended from time to time) for which Ex-Im Bank has issued a Reimbursement Undertaking, as described in Section III of Annex B, as such letter of credit may be amended from time to time in compliance with the terms hereof.

“**Lien**” shall mean any lien, lease, mortgage, pledge, hypothecation, preferential arrangement relating to payments, or other encumbrance or security interest.

“**Local Cost Financed Portion**” shall mean the U.S. Dollar value (determined in accordance with Section 3.01) of Local Cost Goods and Services approved by Ex-Im Bank, not to exceed in the aggregate the Local Cost Financed Portion Amount.

“**Local Cost Financed Portion Amount**” shall mean the amount set forth as such on the



Term Sheet.

“**Local Cost Goods**” shall mean goods originated/manufactured in the Borrower’s Country and purchased in the Borrower’s Country under a Supply Contract that are listed in the Acquisition List, *provided* that Ex-Im Bank shall determine what does and does not constitute Local Cost Goods, and such determination, in the absence of manifest error, shall be conclusive and binding for all purposes.

“**Local Cost Goods and Services**” shall mean Local Cost Goods and Local Cost Services.

“**Local Cost Provider**” shall mean the Exporter or the Person located in the Borrower’s Country who provides Local Cost Goods and Services under a Supply Contract.

“**Local Cost Services**” shall mean services under a Supply Contract that are listed in the Acquisition List and that are provided by individuals and/or business entities that are residents of the Borrower’s Country, *provided* that Ex-Im Bank shall determine what does and does not constitute Local Cost Services, and such determination, in the absence of manifest error, shall be conclusive and binding for all purposes.

“**MARAD**” shall have the meaning set forth in Section 5.01(b).

“**Net Contract Price**” shall mean, with respect to a Supply Contract, the U.S. Content plus the Foreign Content.

“**Note**” shall mean (a) a promissory note issued pursuant to Section 6.04(a), or (b) any replacement promissory note issued pursuant to this Agreement.

“**Official Gazette**” shall mean a National Gazette in the Borrower’s Country for the publication of this Agreement.

“**Operative**” shall mean that all conditions to the initial Utilization and Disbursement of the Credit, as set forth in this Agreement and/or any other Borrower Document and/or Guarantee Document, have been fulfilled to the satisfaction of Ex-Im Bank (in its sole discretion) or waived.

“**Operative Date**” shall mean the date on which Ex-Im Bank determines that the Credit is Operative following the issuance of the Congressional Approval for the Credit and the publication thereof in the Official Gazette pursuant to the applicable law in the Borrower’s Country.

“**Other Governmental Authority**” shall mean any government or any political subdivision of a government, any agency, department or any other administrative authority or instrumentality thereof, including, without limitation, any local or other governmental agency or other authority.



“**Payment Default**” shall mean any failure to pay in full when due, whether at stated maturity, by acceleration or otherwise, all or any part of principal, accrued interest, fees or other amounts owing by the Borrower under this Agreement or any Note

“**Payment Default Date**” shall mean the date due, whether at stated maturity, by acceleration or otherwise, of any principal, accrued interest, fees or other amounts owing by the Borrower under this Agreement or any Note that is the subject of a Payment Default.

“**Person**” shall mean an individual, corporation, partnership, trust, unincorporated organization or any other enterprise, or a Governmental Authority or Other Governmental Authority.

“**Pooling Country Freight Costs**” shall mean the cost of ocean freight for shipment of U.S. Contract Goods from the United States to the Borrower’s Country on an ocean vessel registered in the Borrower’s Country, *provided*, that (a) such freight costs are included in the Supply Contract; (b) the Borrower’s Country is deemed a “MARAD Pooling Country” by MARAD; (c) the applicable maritime agreement between the Borrower’s Country and MARAD remains in full force and effect; and (d) the Borrower has obtained a waiver of shipment on vessels of U.S. registry from MARAD.

“**Potential Default**” shall mean an event that with the lapse of time or the giving of notice, or both, would become an Event of Default.

“**Progress Payments**” shall mean payments to an Exporter prior to completion and delivery of any Eligible Goods.

“**Progress Report**” shall have the meaning set forth in Section 9.02(k)(i).

“**Public Debt Office**” shall mean a department of the Ministry of Finance in the Borrower’s Country, where External Debt is required to be registered pursuant to Public Credit Law No. 6-06 in the Borrower’s Country.

“**Project**” shall have the meaning set forth in Section 9.02(k)(i).

“**Public Debt Office**” shall mean a dependency of the Ministry of Finance in the Borrower’s Country, where External Debt is required to be registered pursuant to Public Credit Law No. 6-06 in the Borrower’s Country.

“**Purchaser**” shall mean a Person specified as such in the Term Sheet, which Person is the foreign purchaser of the Eligible Goods and Services.

“**Regulatory Change**” shall mean the introduction or change after the date of this Agreement of or in United States or foreign national, state or municipal laws or regulations or in the interpretation or administration thereof, or the adoption or making after such date of any directives or requests (whether or not having the force of law) by any United States or foreign



national, state, or municipal court or monetary authority, or other Governmental Authority or Other Governmental Authority.

**“Reimbursement”** shall mean an advance from Ex-Im Bank to the Borrower to fund the reimbursement of the Borrower for payments to an Exporter, Ancillary Services Provider and/or Local Cost Provider.

**“Reimbursement Documents”** shall have the meaning set forth in Part 2 of Annex B.

**“Repayment Date”** shall mean March 05 and September 05 of each year, beginning on September 05, 2012.

**“Request for Issuance of Reimbursement Undertaking”** shall mean a request substantially in the form of Exhibit 5 to Annex B.

**“Request for Local Cost Reimbursement”** or “Request for Local Cost Reimbursement to Borrower’s Account” shall mean a request substantially in the form of Exhibit 3 to Annex B.

**“Request for Reimbursement”** or **“Request for Reimbursement to Borrower’s Account”** shall mean a request substantially in the form of Exhibit 2 to Annex B.

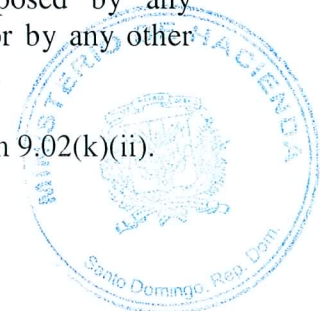
**“Responsible Employee”** shall mean any employee of the Ex-Im Facility Agent having direct responsibility for administering this Agreement in its capacity as the Ex-Im Facility Agent for the benefit, and on behalf, of Ex-Im Bank.

**“Special Ancillary Services”** shall mean Ancillary Services relating to the Credit if: (a) Ex-Im Bank requires that the Borrower or another Person pay for the provision of such Ancillary Services by an Ancillary Services Provider selected by Ex-Im Bank; (b) Ex-Im Bank, in its sole determination, finds that such Ancillary Services are both necessary in order for the underlying transaction to go forward and cannot be reasonably obtained in the United States or (c) the fee is a one-time fee charged by the Ex-Im Facility Agent.

**“Supply Contract”** shall mean the contract(s) (or, if no contract is executed, any other document(s) satisfactory to Ex-Im Bank) for the purchase of Eligible Goods and Services entered into between the Purchaser and an Exporter (or between an Exporter and a Person providing such Eligible Goods and Services to the Purchaser under a contract or other document(s) satisfactory to Ex-Im Bank), Ancillary Services Provider, or Local Cost Provider, as the case may be; *provided*, in each case, that multiple contracts among the same parties with respect to the Credit will only be considered a single “Supply Contract” for all purposes under this Agreement.

**“Taxes”** shall mean any taxes, fees, levies, imposts, duties or charges of whatsoever nature (whether imposed by withholding or deduction or otherwise) imposed by any Governmental Authority (including, without limitation, any taxing authority), or by any other jurisdiction from which payments required hereunder or under any Note are made.

**“Technical Operating Report”** shall have the meaning set forth in Section 9.02(k)(ii).



“**Term Sheet**” shall mean the term sheet immediately preceding the table of contents and preamble to this Agreement.

“**Transaction Number**” shall mean the “Ex-Im Bank Transaction No.” specified on the Term Sheet.

“**U.S.**” or “**United States**” shall mean the United States of America.

“**U.S. Content**” shall mean, with respect to any Supply Contract, the amount representing the U.S. content in such contract as specified in Part A of the relevant Exporter’s Certificate; *provided* that Ex-Im Bank shall determine what does and does not constitute U.S. Content, and such determination, in the absence of manifest error, shall be conclusive and binding for all purposes.

“**U.S. Content Percentage**” shall mean, with respect to any Supply Contract, the percentage specified as such in Part A of the relevant Exporter’s Certificate.

“**U.S. Contract Financed Portion**” shall mean the portion of the Net Contract Price of the U.S. Contract Goods and Services that may be covered under the Credit as approved by Ex-Im Bank.

“**U.S. Contract Financed Portion Amount**” shall mean the amount set forth as such on the Term Sheet.

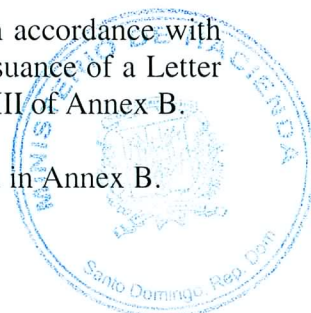
“**U.S. Contract Goods**” shall mean goods (a) purchased in the United States under a Supply Contract and exported from the United States to the Borrower’s Country and (b) listed on the Acquisition List; *provided* that Ex-Im Bank shall determine what does and does not constitute U.S. Contract Goods, and such determination, in the absence of manifest error, shall be conclusive and binding for all purposes.

“**U.S. Contract Goods and Services**” shall mean U.S. Contract Goods and U.S. Contract Services.

“**U.S. Contract Services**” shall mean services (including Ancillary Services) (a) performed by the Exporter (or Ancillary Services Provider) under a Supply Contract, and (b) listed in the Acquisition List [(excluding any services that qualify as Local Cost Goods and Services)]; *provided*, that Ex-Im Bank shall determine what does and does not constitute U.S. Contract Services, and such determination, in the absence of manifest error, shall be conclusive and binding for all purposes.

“**Utilization**” shall mean either: (i) the making of a Reimbursement in accordance with the Reimbursement Procedure set forth in Section II of Annex B; or (ii) the issuance of a Letter of Credit in accordance with the Letter of Credit Procedure set forth in Section III of Annex B.

“**Utilization Procedures**” shall mean the utilization procedures set forth in Annex B.



## 1.02 Principles of Construction.

(a) The meanings set forth for defined terms in Section 1.01 or elsewhere in this Agreement shall be equally applicable to both the singular and plural forms of the terms defined.

(b) Unless otherwise specified, all references in this Agreement to Sections, Term Sheets, Annexes, Exhibits and Schedules are to Sections, Term Sheets, Annexes, Exhibits and Schedules in or to this Agreement.

(c) The headings of the Sections in this Agreement are included for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(d) In the event of any discrepancy between the provision of Sections 1 through 13 of this Agreement and the provisions of the Term Sheet forming a part of this Agreement, the applicable provision of Sections 1 through 13 shall control.

## SECTION 2. THE CREDIT

2.01 Amount. Ex-Im Bank hereby establishes the Credit, upon the terms and conditions set forth in this Agreement, in favor of the Borrower in an aggregate amount not to exceed the "Credit Amount" specified in the Term Sheet. The Credit is for the purpose of enabling the Borrower to finance:

(a) in an aggregate amount not to exceed the U.S. Contract Financed Portion Amount, the U.S. Contract Financed Portion of the costs incurred on or after the Initial Eligibility Date by the Purchaser for the purchase of U.S. Contract Goods and/or U.S. Contract Services;

(b) in an aggregate amount not to exceed the Local Cost Financed Portion Amount, the Local Cost Financed Portion of the costs incurred on or after the Initial Eligibility Date by the Purchaser for the purchase of the Local Cost Goods and Services; and

(c) in an aggregate amount not to exceed the Exposure Fee Amount, the Exposure Fee payable on the U.S. Contract Financed Portion and the Local Cost Financed Portion.

2.02 Availability. Subject to the terms and conditions provided herein, including, without limitation, the conditions set forth in Section 7, Disbursements under the Credit may be made up to and including the Final Disbursement Date.

2.03 Deemed Date for Certain Costs. For the purpose of determining whether costs are incurred on or after the Initial Eligibility Date, (i) costs with respect to Eligible Services, Local Cost Goods and Progress Payments shall be deemed to have been incurred on the date such Eligible Services, Local Cost Goods and Progress Payments were performed or provided as evidenced by the invoices of the provider of such Eligible Services, Local Cost Goods and Progress Payments, and (ii) costs with respect to U.S. Contract Goods shall be deemed to have been incurred on the date the U.S. Contract Goods were shipped, as evidenced by the date of the



relevant bill of lading.

### SECTION 3. UTILIZATION AND DISBURSEMENTS

#### 3.01 General Requirements.

(a) General. Upon satisfaction of the conditions set forth in Section 6, the Credit may be utilized and disbursed in the manner described in, and subject to the conditions of, this Section 3 and the Utilization Procedures.

(b) Types of Disbursements. Disbursements may be made: (i) through L/C Payments; and/or (ii) through Reimbursements; and/or (iii) if financed, by book entry disbursements from Ex-Im Bank to the Borrower for payments of the Exposure Fee to Ex-Im Bank.

(c) Local Cost Goods and Services. The aggregate amount of Disbursements with respect to costs incurred by the Borrower or the Purchaser for the purchase of Local Cost Goods and Services shall not exceed the Local Cost Financed Portion Amount. If such amount is not fully utilized for the purchase of Local Cost Goods and Services, it may be reallocated toward the purchase of U.S. Contract Goods and Services with Ex-Im Bank's consent (after written request therefor from the Borrower). If Local Cost Goods and Services are invoiced in a foreign currency, the applicable reference rate of exchange to U.S. Dollars to be used in connection with Disbursements for such Local Cost Goods and Services is: (x) the noon buying rate in New York City for cable transfers payable in such foreign currency, as specified in the **Federal Reserve Statistical Release, H.10 (Foreign Exchange Rates (Daily))**, available at <http://www.federalreserve.gov/releases/H10/Update/>; or, if such rate is not available, then (y) the exchange rate for such foreign currency calculated using the rates available at <http://www.oanda.com/convert/classic>; provided, however, that in all cases the reference rate of exchange to be used shall be the rate applicable the Business Day one day prior to the date of the Request for Local Cost Reimbursement to Borrower's Account. In the event that such a reference rate of exchange for the relevant foreign currency is not available through [www.federalreserve.gov](http://www.federalreserve.gov) or [www.oanda.com](http://www.oanda.com), the Borrower shall immediately contact Ex-Im Bank and Ex-Im Bank shall designate an alternative method for calculating the relevant exchange rate.

(d) Ancillary Services. Ancillary Services relating to the Credit shall be treated in the same manner as any other U.S. Contract Services (including, without limitation, the requirements set forth in Section 4 of this Agreement); provided that the Foreign Content associated with any Special Ancillary Services shall be deemed to be zero.

#### 3.02 Ex-Im Facility Agent Review, Etc.

(a) If, in the course of reviewing a Disbursement/Utilization document pursuant to this Section 3, the Ex-Im Facility Agent receives written notice that an Event of Default or Potential Default has occurred or determines, in its judgment, taking into account such information of



which the Ex-Im Facility Agent's Responsible Employees have actual knowledge at the time, that an Event of Default or Potential Default has occurred and is continuing, then it shall promptly so notify Ex-Im Bank and the Borrower in writing.

(b) If the Ex-Im Facility Agent receives written notice or any Responsible Employee has actual knowledge that all or any portion of the Credit has been cancelled or suspended (other than by Ex-Im Bank), or that any Disbursement under this Agreement has been suspended (other than by Ex-Im Bank), it shall promptly so notify Ex-Im Bank in writing.

(c) If Ex-Im Bank requires any additional information in connection with any documentation submitted or request made pursuant to this Section 3, then the Ex-Im Facility Agent shall, at Ex-Im Bank's request, provide reasonable assistance to Ex-Im Bank in obtaining additional information or addressing any omissions or deficiencies in documentation.

(d) Without limiting the effect of the provisions of Section 13 or altering the scope of the Ex-Im Facility Agent's duties set forth in this Section 3, in performing its duties under this Section 3 in relation to an extension of credit, the Ex-Im Facility Agent will treat such extension of credit as if it were to be made by the Ex-Im Facility Agent for its own account with such extension of credit not guaranteed by Ex-Im Bank.

3.03 Basis of Ex-Im Facility Agent Determinations. Any determination required to be made by the Ex-Im Facility Agent under this Section 3 shall be based solely on the Ex-Im Facility Agent's review of the documents and all information received by it thereunder and any other written notices received by it pursuant to this Agreement or the other Borrower Documents or on the actual knowledge of, any Responsible Employee, and the Ex-Im Facility Agent shall have no obligation to verify independently the truth or correctness of any representation, warranty or other statement contained in such documents or notices.

#### SECTION 4. EX-IM BANK FINANCING AND COVERAGE REQUIREMENTS

##### 4.01 Eligibility for Financing.

(a) In order to be eligible for financing under the Credit the Borrower shall have made or caused to be made a cash payment for the purchase of U.S. Contract Goods and Services in an amount equal to not less than fifteen percent (15%) of the Net Contract Price ("**Cash Payment**").

(b) In order to be eligible for financing under the Credit, all U.S. Contract Goods that are to be exported by ocean vessel must be transported from the United States in vessels of U.S. registry, as required by 46 U.S.C. §55304 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended), except to the extent that a waiver of this requirement is obtained from the U.S. Maritime Administration ("**MARAD**"), as described in Annex B. If any U.S. Contract Goods are shipped on vessels of non-U.S. registry without a MARAD waiver or contrary to the provisions of a MARAD waiver, such U.S. Contract Goods will not be eligible for financing under the Credit. If U.S. Contract Goods are shipped on ocean vessels or aircraft of U.S. registry, the cost of shipment may be included in the U.S. Content of the Supply Contract.



Subject to the waiver requirements set forth above, if such U.S. Contract Goods are shipped on ocean vessels or aircraft of non-U.S. registry, the cost of shipment may constitute Foreign Content if such cost has been included in the Net Contract Price. Pooling Country Freight Costs shall be deemed U.S. Content.

In addition, goods used in the provision of U.S. Contract Services, if shipped by ocean vessel from the United States to the Borrower's Country, may be required to be transported from the United States in vessels of U.S. registry pursuant to 46 U.S.C. §55304 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended).

(c) In order to be eligible for financing under the Credit, the Borrower through the Purchaser shall obtain or cause to be obtained insurance against marine and transit hazards on all shipments of U.S. Contract Goods in an amount not less than the amount of the Disbursements that have been or are to be made with respect to those shipments.

4.02 Coverage of the Credit. Subject to the terms and conditions of this Agreement, Ex-Im Bank shall finance each Disbursement with respect to any Supply Contract up to the following maximum amount (provided that the aggregate amount of all Disbursements shall not exceed the aggregate principal amount of the Credit):

(a) an amount equal to the product of: (i) the Disbursement Percentage with respect to such Supply Contract and (ii) the U.S. Dollar invoice value of the U.S. Contract Goods and Services included in the invoice(s) presented to Ex-Im Bank in connection with such Disbursement[; plus]

(b) the Local Cost Financed Portion of the Local Cost Goods and Services to be financed by such Disbursement; plus

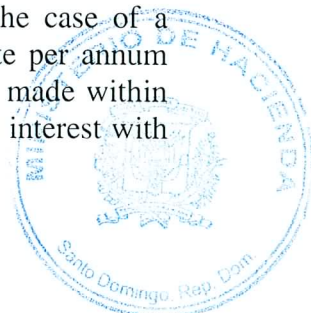
(c) an amount equal to one-hundred percent (100%) of the Exposure Fee on the amounts disbursed pursuant to (a) and (b).

## SECTION 5. TERMS OF THE CREDIT

5.01 Principal Repayment. The Borrower shall repay all amounts disbursed under the Credit in twenty (20) approximately equal, successive semi-annual installments, with each such installment to be payable on a Repayment Date, provided that, on the Final Maturity Date, the Borrower shall repay in full the principal amount of the Credit then outstanding.

### 5.02 Interest Payment

(a) On each Interest Payment Date and on the date of any prepayment of the Credit, the Borrower shall pay to the Ex-Im Facility Agent for the account of Ex-Im Bank interest on all amounts disbursed and outstanding from time to time under the Credit or, in the case of a prepayment of the Credit, on all amounts so prepaid, calculated at an interest rate per annum equal to the CIRR; provided, however, that in the event that any Disbursement is made within forty-five (45) days prior to an Interest Payment Date, the first payment of accrued interest with



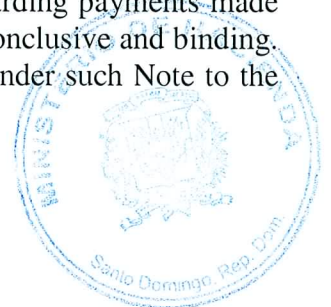
respect to such Disbursement under this Section 5.02(a) shall not be due and owing until the next succeeding Interest Payment Date. Interest shall accrue based upon a year of three hundred sixty five (365) days and the actual number of days elapsed payable in arrears.

(b) If any Payment Default shall occur, the Borrower shall pay to Ex-Im Bank, on demand, interest on such unpaid amount (to the extent permitted by applicable law) for the period from (and including) the Payment Default Date to (but excluding) the date such amount shall have been paid in full, at an interest rate per annum equal to the rate specified in Section 5.02(a) above plus one percent (1.00%) per annum.

5.03 Prepayment. The Borrower may from time to time prepay all or any part of the principal of the Credit, provided that the Borrower (a) shall give the Ex-Im Facility Agent and Ex-Im Bank ten (10) Business Days' prior written notice of the proposed amount and the date of prepayment, (b) shall pay in full all interest which has accrued to the date of prepayment on the principal amount prepaid, together with all other amounts then due under this Agreement or the Note(s) as of the date of such prepayment, and (c) shall pay to Ex-Im Bank a prepayment premium. The prepayment premium shall be equal to the amount by which (A) the prepaid principal amount, is less than (B) the sum of the present values, discounted from the scheduled payment dates, of (1) the installments of principal being prepaid, plus (2) the amounts of interest which otherwise would have accrued on such principal amounts to the scheduled repayment dates. The discount rate used to calculate such present values shall be that rate of interest specified as the current Commercial Interest Reference Rate as published by Ex-Im Bank (currently published on its website at [http://www.exim.gov/tools/cirr\\_rates.cfm](http://www.exim.gov/tools/cirr_rates.cfm)) for the Business Day which is five (5) Business Days prior to the date of prepayment for a repayment period equal to the applicable Maturity Period. "**Maturity Period**" shall mean the period between the date of prepayment and the scheduled repayment date of the final installment of principal of the Credit that is prepaid. All prepayments shall be applied to the installments of principal of the Credit in the inverse order of their maturity, and, in cases where more than one Note is outstanding, pro rata to each Note.

#### 5.04 Evidence of Debt.

(a) The Borrower agrees that to evidence further its obligation to repay all amounts disbursed under the Credit, with interest accrued thereon, it shall, not later than the date of the first Utilization hereunder, issue and deliver to Ex-Im Bank, in accordance with the instructions of Ex-Im Bank, a promissory note (such note and any replacement(s) thereof, issued pursuant to Section 6.04(b) or Section 6.04(c), hereinafter referred to as the "Note(s)"). Each Note shall be in the form of Annex A, or as otherwise agreed upon by the parties hereto and shall be valid and enforceable as to its principal amount at any time only to the extent of the aggregate amounts then disbursed and outstanding under the Credit, and, as to interest, only to the extent of the interest accrued thereon. Any notations by Ex-Im Bank on any Note regarding payments made on account of principal thereof, in the absence of manifest error, shall be conclusive and binding. Upon the payment in full of any Note, Ex-Im Bank shall cancel and surrender such Note to the Borrower upon the Borrower's request.



(b) If requested by Ex-Im Bank, at any time after the Final Disbursement Date, the Borrower shall issue and deliver to Ex-Im Bank new Note(s) in exchange for each Note(s) previously issued and delivered in accordance with Section 7.01(i), whereupon Ex-Im Bank shall surrender such previously issued Note(s) for cancellation. The principal amount of such new Note(s) shall equal in the aggregate the principal amount of the Credit then disbursed and outstanding.

(c) If requested by Ex-Im Bank pursuant to Section 8.02(b)(ii), the Borrower shall issue to Ex-Im Bank new Note(s) in exchange for each Note previously issued and delivered in accordance with this Agreement, whereupon Ex-Im Bank shall cancel and surrender such previously issued Note(s) to the Borrower.

(d) If any Note is mutilated, lost, stolen or destroyed, the Borrower shall issue and deliver a new Note of the same date, maturity and denomination as the Note so mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Note, such mutilated Note shall be returned to the Borrower after examination by Ex-Im Bank; and, in the case of any loss, theft or destruction as shall reasonably be considered satisfactory to each of them. In the event that any lost or stolen Note is subsequently found, Ex-Im Bank shall cancel such Note and deliver such canceled Note to the Borrower; *provided* that the Borrower shall have already delivered a substitute Note to Ex-Im Bank.

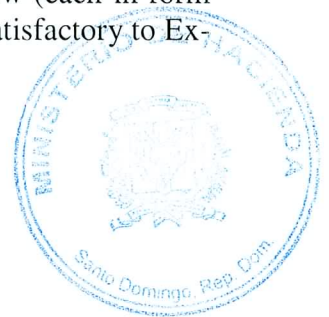
(e) All replacement Notes issued in connection with this Agreement shall be signed by an Authorized Officer of the Borrower.

(f) Upon any assignment or transfer by Ex-Im Bank of all or a portion of the Credit in accordance with Section 14.3, the Borrower shall, at the request of Ex-Im Bank, execute and deliver to Ex-Im Bank and any such assignee(s) or transferee(s) new duly authorized and executed Notes substantially in the form of Annex A (or such other form as may be agreed between Ex-Im Bank, the Borrower and such assignee(s) or transferee(s)) in the amounts equal to the aggregate principal amounts of the Credit respectively held by Ex-Im Bank and such assignee(s) or transferee(s) after giving effect to such assignment or transfer.

5.05 Nature of Borrower's Obligations. The obligations of the Borrower under this Agreement are obligations for which the full faith and credit of the Borrower's Country are pledged.

## SECTION 6. CONDITIONS PRECEDENT

6.01 Conditions Precedent to First Utilization. The obligation of Ex-Im Bank to permit the first Utilization of the Credit shall be subject to the delivery to Ex-Im Bank (with a copy to the Ex-Im Facility Agent, except as indicated) of the documents indicated below (each in form and substance satisfactory to Ex-Im Bank), and to the fulfillment (in a manner satisfactory to Ex-Im Bank) of the conditions set forth below:



(a) This Agreement. This Agreement fully executed by the parties hereto, which shall be in full force and effect (with, if applicable, evidence that this Agreement has been registered with the appropriate authorities in the Borrower's Country).

(b) The Note. The Note, in the principal amount of the Credit, fully executed by the Borrower.

(c) Authority. Evidence of (i) the authority of the Borrower to execute, deliver, perform, and observe the terms and conditions of this Agreement, any Note, and any other Borrower Documents by and on behalf of the Borrower's Country with the full faith and credit pledge of the Borrower's Country; and (ii) the authority (including specimen signatures) for each Person who, on behalf of the Borrower, signed this Agreement, will sign any Note, and/or signed or will sign any other Borrower Documents, or will otherwise act as the Borrower's representative in the operation of the Credit.

(d) Government Authorizations. Copies, certified as true copies by an Authorized Officer of the Borrower, of each consent, license, authorization or approval of, and exemption by, any Governmental Authority and any Other Governmental Authority, which are necessary or advisable: (i) for the execution, delivery, performance and observance by the Borrower of the Borrower Documents, including, without limitation, all approvals relating to the availability and transfer of Dollars required to make all payments due under this Agreement and any Note; (ii) for the validity, binding effect and enforceability of the Borrower Documents; and (iii) for the execution, delivery and performance of any Supply Contract, the importation of the U.S. Contract Goods and Services, and the use of the Eligible Goods and Services in the Borrower's Country; and (iv) for the pledge of the full faith and credit of the Borrower's Country by the Borrower under the Borrower Documents.

(e) Legal Opinion. (i) An opinion of legal counsel acceptable to Ex-Im Bank in the Borrower's Country in substantially the form of Annex C, and, if requested by Ex-Im Bank, an opinion from independent legal counsel selected by Ex-Im Bank as to such matters relating to this Agreement or the transaction contemplated hereby as specified by Ex-Im Bank.

(f) Appointment of Process Agent. Evidence that (i) the Borrower has irrevocably appointed as its agent for service of process the Person or Persons so specified in Section 11.03(a); and (ii) each such agent has accepted the appointment (and been paid in full) for a term extending at least one year beyond the scheduled final repayment date of the Credit and has agreed to forward forthwith to the Borrower all legal process addressed to the Borrower received by such agent.

(g) Acquisition List. The Acquisition List.

(h) Supply Contract(s). A copy of each Supply Contract. If any Supply Contract provides for Progress Payments, the schedule for such Progress Payments, which, in Ex-Im Bank's judgment, must be reasonable and consistent with industry and financial standards and must otherwise be in form and substance satisfactory to Ex-Im Bank.



(i) Outside Counsel, Fees and Other Fees. Evidence of the payment in full of the reasonable fees and out-of-pocket expenses due and payable to (i) the Ex-Im Facility Agent and (ii) Headrick, Rizik, Alvarez & Fernandez, as counsel to Ex-Im Bank (the latter, in an amount not to exceed USD\$30,000.00).

(j) Anti-Lobbying Certificates. Delivery of original Anti-Lobbying Certificates in the form of Exhibit 4 to Annex B, executed by Authorized Officer(s) of the Borrower, and the Applicant.

(k) Master Reimbursement Agreement. Prior to the first Utilization in the form of an L/C Issuance, the Master Reimbursement Agreement shall be fully executed by the parties thereto, and shall be in full force and effect.

(l) Authority of Ex-Im Facility Agent. Delivery of evidence of (i) the authority of the Ex-Im Facility Agent to execute, deliver, perform and observe the terms and conditions of this Agreement, and (ii) the authority (including specimen signatures) for each Person who, on behalf of the Ex-Im Facility Agent, signed this Agreement, and/or will act as the Ex-Im Facility Agent's representative in the operation of the Credit, including each Responsible Employee.

(m) No Material Adverse Change. No event or circumstance shall have occurred which, in the judgment of Ex-Im Bank, is likely materially and adversely to affect the ability of the Borrower to perform all or any of its obligations under this Agreement or under any Note or Borrower Documents.

(q) No Event of Default. No Event of Default and no Potential Default exists at the time all the foregoing conditions have been satisfied or waived.

6.02 Conditions Precedent to Each Utilization. The obligation of Ex-Im Bank to permit any Utilization, including the first Utilization, shall be subject to the delivery to Ex-Im Bank (with a copy to the Ex-Im Facility Agent) of the documents indicated below (each in form and substance satisfactory to Ex-Im Bank) and to the fulfillment, as of the date of such Utilization, in a manner satisfactory to Ex-Im Bank, of the conditions set forth below:

(a) This Agreement. This Agreement shall continue to be in full force and effect.

(b) No Restrictions. No law, regulation, ruling or other action of any Governmental Authority or Other Governmental Authority shall be in effect or shall have occurred, the effect of which would be to prevent any party to this Agreement from fulfilling its obligations.

(c) Utilization Documents. Each of the documents required under the Utilization Procedures with respect to the requested Utilization.

(d) Master Reimbursement Agreement. Prior to the first Utilization in the form of an L/C Issuance, the Master Reimbursement Agreement shall be fully executed by the parties thereto, and shall be in full force and effect.



(e) Additional Utilization Conditions. The requirements of Section 3 shall have been satisfied with respect to such Utilization.

(f) Legal Opinions. If, since the date of the legal opinion furnished pursuant to Section 6.01(e), there has been a change in circumstances that could have a material adverse effect on the ability of the Borrower to perform its obligations hereunder or under any Note, then Ex-Im Bank may request supplemental legal opinions with respect to the possible consequences of such changed circumstances. Such supplemental opinions shall be dated as of the date on which the Utilization was requested, be addressed and delivered to Ex-Im Bank and be in form and substance satisfactory to Ex-Im Bank.

(g) Utilization by way of Letter of Credit. If the Utilization is by way of a letter of credit, such letter of credit shall be in form and substance satisfactory to Ex-Im Bank.

(h) Exposure Fee; Other Fees and Expenses. Ex-Im Bank shall have been paid the Exposure Fee or arrangements satisfactory to Ex-Im Bank for the payment thereof shall have been made. All other fees and expenses then due and payable under Section 8 shall have been paid.

(i) Representation and Warranties. The representations and warranties made by the Borrower in this Agreement and in the other Borrower Documents shall be true and accurate on and as of the date of such Utilization (except for any representations and warranties which are expressly stated to be given solely as of an earlier date, in which case such representation or warranty shall be true and correct in all respects on and as of such earlier ate).

(k) Other Documents. Such other documents, certificates, instruments or information relating to this Agreement or any Note or the transactions contemplated hereby as Ex-Im Bank may have reasonably requested shall have been delivered in form and substance satisfactory to Ex-Im Bank.

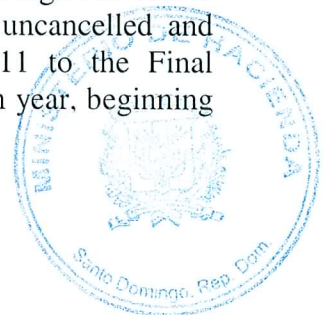
(l) No Event of Default. No Event of Default and no Potential Default, exists or will exist after giving effect to the requested Utilization.

## SECTION 7. FEES AND EXPENSES

### 7.01 Fees.

(a) The Borrower shall pay or cause to be paid to Ex-Im Bank the following fees:

(i) One-eighth of one percent (0.125%) per annum on the uncanceled and undisbursed amount of the Credit, accruing from December 12, 2010 through November 7, 2011 and (ii) one-half of one percent (0.50%) per annum on the uncanceled and undisbursed amount of the Credit, accruing from November 8, 2011 to the Final Disbursement Date, and payable on March 05 and September 05 of each year, beginning on March 05, 2011.



(ii) no later than each Disbursement Date, the Exposure Fee with respect to the related Disbursement.

The parties hereto acknowledge and agree that the Commitment Fee shall continue to accrue and become due and payable as described above during any period in which Utilizations are suspended as described in Section 11.02(a).

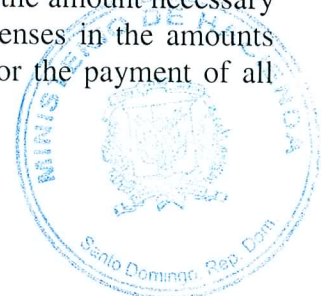
- (b) The Borrower shall pay or cause to be paid to the Ex-Im Facility Agent
- (i) an arrangement fee (“Arrangement Fee”) of nine-tenths of one percent (0.90%) flat of the Credit amount, payable no later than fifteen (15) days after the publication of such approval in the Official Gazette of the Borrower’s Country;
  - (ii) a Letter of Credit issuance or confirmation fee (“L/C Issuance or Confirmation Fee”) of one-tenth of one percent (0.10%) per quarter, payable quarterly in advance based on the remaining undisbursed balance of any Letter of Credit that is issued or confirmed; (iii) a negotiation fee (“Negotiation Fee”) of one-tenth of one percent (0.10%) flat of the amount of each drawing under any Letter of Credit, payable on the date of such drawing; and
  - (iv) a reimbursement fee (“Reimbursement Fee”), applicable to each advance from Ex-Im Bank to the Borrower which is made for the purpose of reimbursing the Borrower for payments to an Exporter of one-tenth of one percent (0.10%) flat, calculated on the aggregate principal amount (including the associated Exposure Fee amount) of each such advance and payable on the date of such advance.
- (c) The Borrower shall pay or cause to be paid to the Facility Agent the fees, costs and expenses as separately agreed to in writing by the Borrower and the Facility Agent.

#### 7.02 Taxes.

(a) The Borrower agrees to pay all amounts owing by it under this Agreement or the Note(s) free and clear of and without deduction or withholding for or on account of any Taxes payable in the Borrower’s Country.

(b) The Borrower further agrees:

(i) that if the Borrower is prevented by operation of law from paying any such Dominican Republic Taxes or any such Dominican Republic Taxes are required to be deducted or withheld, then the interest, fees or expenses required to be paid under this Agreement or any Note shall, on an after-tax basis, be increased by the amount necessary to yield to Ex-Im Bank, as the case may be, interest, fees or expenses in the amounts provided for in this Agreement or such Note after the provision for the payment of all such Dominican Republic Taxes;



(ii) that the Borrower shall, at the request of Ex-Im Bank, execute and deliver to Ex-Im Bank such further instruments as may be necessary or desirable to effect the payment of the increased amounts as provided for in subsection (i) above, including new Note(s) to be issued by the Borrower in exchange for any Note(s) previously issued;

(iii) that the Borrower shall hold Ex-Im Bank harmless from and against any liabilities with respect to any Dominican Republic Taxes (whether or not properly or legally asserted), including (but not limited to) any Taxes resulting from any Exposure Fee refund; and

(iv) that, at the request of Ex-Im Bank, the Borrower shall provide Ex-Im Bank, within the later of thirty (30) days after such request or thirty (30) days after the actual payment of such Dominican Republic Taxes, with the original or a certified copy of evidence of the payment of any Dominican Republic Taxes by the Borrower, or, if no Dominican Republic Taxes have been paid, provide Ex-Im Bank, at the request of Ex-Im Bank, with a certificate from the appropriate taxing authority or an opinion of counsel acceptable to Ex-Im Bank stating that no Dominican Republic Taxes are payable.

(c) Notwithstanding anything to the contrary contained herein, the agreements in this Section 7.02 shall survive the termination of this Agreement and the payment of any Note and all other amounts due hereunder.

7.03 Expenses. The Borrower agrees, whether or not the transactions hereby contemplated shall be consummated, to pay, or reimburse the Ex-Im Facility Agent and Ex-Im Bank promptly upon demand for the payment of, all reasonable and duly documented costs and expenses arising in connection with the preparation, printing, execution, delivery, registration, implementation, modification of, or waiver or consent under, the Borrower Documents, including, without limitation, the reasonable and duly documented out-of-pocket expenses of the Ex-Im Facility Agent and Ex-Im Bank (incurred in respect of telecommunications, mail or courier service, travel and the like), the fees and expenses of counsel for the Ex-Im Facility Agent and Ex-Im Bank, and all Dominican Republic Taxes (including, without limitation, interest and penalties, if any) which may be payable in respect of the Borrower Documents; *provided that* (i) the unpaid fees and expenses of Ex-Im Bank's local counsel incurred prior to Initial Utilization will not exceed the amount specified in Section 6.01(j), and (ii) there will be no fees and expenses due to the Facility Agent other than the fees specified in Section 7.01. The Borrower shall also pay all of the costs and expenses (including, without limitation, the fees and expenses of counsel and all Taxes) incurred by or charged to the Ex-Im Facility Agent or Ex-Im Bank in connection with the amendment or enforcement of any of the Borrower Documents or the protection or preservation of any right or claim of the Ex-Im Bank Facility Agent or Ex-Im Bank arising out of any of the Borrower Documents. All amounts payable by the Borrower pursuant to this Section 7.03 shall be paid by the Borrower in the currency in which the same has been incurred and is payable by the Ex-Im Facility Agent or Ex-Im Bank, as the case may be.

## SECTION 8. PAYMENTS



8.01 Method of Payment.

(a) All payments to be made by the Borrower under this Agreement and any Note shall be made without set-off or counterclaim in U.S. Dollars in immediately available and freely transferable funds no later than 11:00 A.M. (New York City time) on the date on which due (as applicable):

(i) if for the account of the Ex-Im Facility Agent, to the Facility Agent at BNP Paribas, New York, NY, Swift: BNPAUS3N, ABA No.: 026-007-689, Account Name: BNP Paribas, Loan Servicing Clearing Account, Account No.: 103-130-00103, Ref: DR MOF Autopista US-Exim Facility; and

(ii) if for the account of Ex-Im Bank, to Ex-Im Bank at the Federal Reserve Bank of New York for credit to Ex-Im Bank's account:

**Bank:** TREAS NYC/CTR/

U.S. Treasury Department

**Bank Routing #:** 021030004

**Beneficiary Account:** 4984

**Beneficiary Name:** EXPORT-IMPORT BANK

**REF:** Ex-Im Bank Transaction AP084374XX, description [i.e., commitment fee, exposure fee] [other: specify], The Dominican Republic acting by and through its Ministry of Finance

or as otherwise notified to the Borrower in writing by Ex-Im Bank.

(b) Except as otherwise provided herein, whenever any payment would otherwise fall due on a day which is not a Business Day, the due date for payment shall be the immediately succeeding Business Day and interest and fees shall be computed in accordance with Section 14.01.

8.02 Application of Payments. Ex-Im Bank shall apply payments received by it under this Agreement or any Note (whether at stated maturity, by reason of acceleration, prepayment or otherwise), in the following order of priority:

(a) interest due pursuant to Section 5.02(b);

(b) Commitment Fees, Exposure Fees and all other amounts due to Ex-Im Bank under this Agreement and not otherwise provided for under this Section 8.02;

(c) interest due pursuant to Section 5.02(a);

(d) principal due;

(e) installments of principal not yet due in inverse order of maturity; and



(f) all other amounts due under this Agreement and not otherwise provided for in this Section 8.02. Payments with respect to any Note shall be applied pro rata to each Note in accordance with the above priorities.

## SECTION 9. REPRESENTATIONS, WARRANTIES AND COVENANTS

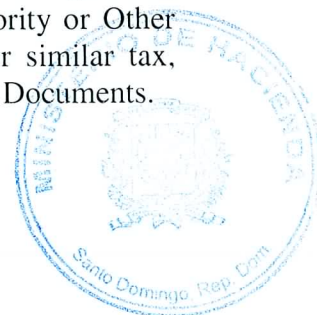
9.01 Representations and Warranties of the Borrower. The Borrower represents and warrants to the Ex-Im Facility Agent and Ex-Im Bank that:

(a) The Borrower represents and warrants to Ex-Im Bank that:

(i) Existence and Authority. The Borrower has full power, authority, and legal right to own its property and carry on its business as now conducted, and has taken all actions necessary or advisable to authorize it to execute, deliver, perform, and observe the terms and conditions of the Borrower Documents. The Borrower has the full power, legal right, and authority to pledge the full faith and credit of the Borrower's Country under the terms of the Borrower Documents.

(ii) Government Authorizations. Except for the Congressional Approval and the publication in the Official Gazette at the time this Agreement is executed, it has obtained or caused to be obtained all consents, licenses, authorizations and approvals of, and exemptions by, any Governmental Authority and any Other Governmental Authority that are necessary or advisable: (A) for the execution, delivery, performance and observance by the Borrower of the Borrower Documents, including, without limitation, approvals relating to the availability and transfer of U.S. Dollars required to make all payments due under this Agreement and any Note; (B) for the validity, binding effect and enforceability of the Borrower Documents; (C) for the execution, delivery and performance of any Supply Contract, the importation of the U.S. Contract Goods and Services, and the use of the Eligible Goods and Services in the Borrower's Country; and (D) for the pledge of the full faith and credit of the Borrower's Country by the Borrower under the Borrower Documents; have, in each case, been obtained and are in full force and effect. The Congressional Approval and the publication in the Official Gazette to secure the sovereign pledge referred to in this clause (ii) (D) will be effected in accordance with the law in the Borrower's Country no later than the Operative Date.

(iii) Recordation. Except for the Congressional Approval and the registration of the Credit with the Public Debt Office of the Borrower pursuant to the Public Credit Law of the Borrower's Country, to ensure the legality, validity, enforceability, priority or admissibility in evidence in the Borrower's Country of any of the Borrower Documents, including, without limitation, the pledge by the Borrower of the full faith and credit of the Borrower's Country set forth herein and therein, it is not necessary that any of the Borrower Documents be registered, recorded, enrolled or otherwise filed with any court or any Governmental Authority or Other Governmental Authority, or notarized; or that any documentary, stamp or other similar tax, imposition, or charge of any kind be paid on or with respect to any of the Borrower Documents.



(iv) Restrictions. The execution, delivery and performance or observance by the Borrower of the terms of, and consummation by the Borrower of the transactions contemplated by, each of the Borrower Documents does not and will not conflict with or result in a breach or violation of: (A) any treaty or other agreement to which the Borrower's Country is subject; (B) any law of the Borrower's Country or any other ordinance, decree, constitutional provision, regulation, or other requirement of any Governmental Authority (including, without limitation, any restriction on interest that may be paid by the Borrower); or (C) any order, writ, injunction, judgment or decree of any court or other tribunal. Further, the Borrower's execution and delivery of the Borrower Documents, the performance of its obligations thereunder, and the consummation of the transactions contemplated by the Borrower Documents do not and will not conflict with or result in a breach of any treaty or other agreement or instrument to which the Borrower is a party or to which it or any of its revenues, properties or assets may be subject, or result in the creation or imposition of any Lien upon any of the revenues, properties or assets of the Borrower pursuant to any such treaty or other agreement or instrument.

(v) Binding Effect The Borrower has duly executed and delivered this Agreement and the other Borrower Documents on or before the date hereof, and the Borrower will also duly execute and deliver each Note and each of the other Borrower Documents that may hereafter be executed. Each of the Borrower Documents that has been executed and delivered constitutes, and each such Borrower Document that may hereafter be executed and delivered will constitute, a direct, general and unconditional obligation of the Borrower that is legal, valid, and binding upon the Borrower and enforceable against the Borrower in accordance with its respective terms, and for which the full faith and credit of the Borrower's Country is pledged. The Borrower's payment obligations under this Agreement rank, and under any Note when issued will rank, in all respects, at least *pari passu* in priority of payment and in right of security with all other unsecured and unsubordinated debt of the Borrower.

(vi) Choice of Law. Under the conflict of laws principles in the Borrower's Country, the choice of law provisions of this Agreement and any Note are valid, binding and not subject to revocation by the Borrower, and, in any proceedings brought in the Borrower's Country for enforcement of any of the Borrower Documents, the choice of the law of the State of New York as the governing law of such documents will be recognized and such law will be applied.

(vii) Commercial Activity. The Borrower Documents and the transactions contemplated thereby constitute commercial activities (rather than governmental or public activities) of the Borrower, and the Borrower is subject to private commercial law with respect thereto. The waiver of immunity contained in Section 12.04 is valid and enforceable in the Borrower's Country, and would be effective to waive such immunity should the Borrower become entitled to immunity in the future.

(viii) Legal Form, Judgments. The Agreement, the Note(s) and each of the other Borrower Documents are in proper legal form for enforcement against the Borrower in the Borrower's Country in the most expeditious manner available under the law in the Borrower's Country.



(ix) Legal Proceedings. No legal proceedings are pending or, to the best of the Borrower's knowledge, threatened before any court, Governmental Authority or any Other Governmental Authority that might: (A) materially and adversely affect the Borrower's performance or observance of the terms and conditions of any of the Borrower Documents; or (B) in any other manner question the validity, binding effect or enforceability of any of the Borrower Documents.

(x) Supply Contract(s). No applicable law of the Borrower's Country is or will be violated by either any Supply Contract or the Borrower's performance of its obligations thereunder.

(xi) Use of Eligible Goods and Services. The Eligible Goods and Services will be used for lawful purposes and in a lawful manner.

(xii) No Taxes. There is no Tax imposed on or in connection with: (i) the execution, delivery or performance of any of the Borrower Documents; (ii) the enforcement of any of the Borrower Documents; or (iii) any payment to be made to the Ex-Im Facility Agent or Ex-Im Bank under any of the Borrower Documents. In connection with the Credit, no Governmental Authority shall impose any reserve, special deposit, deposit insurance or assessment affecting the Ex-Im Facility Agent or Ex-Im Bank. Interest payable by the Borrower hereunder is free from any withholding tax pursuant to the terms of Article 62 of Regulation Number 139-98, as amended, due to an exemption from such withholding tax approved by the Congress upon the approval of hereof.

(xiii) No Delinquency on Amounts Due to the United States. To the best of the Borrower's knowledge and belief after due diligence, the Borrower is not delinquent on any amounts due and owing to any Other Governmental Authority of the United States as of the date of this Agreement.

(xiv) No Corrupt Practices. Neither the Borrower nor any of its officers, directors or authorized employees, agents or representatives has paid, offered or promised to pay, or authorized the payment, directly or indirectly, of any commission, bribe, pay-off or kickback or similar payment related to the Credit or the transactions contemplated thereby that violates any applicable law or entered into any agreement or arrangement under which any such payment will at any time be made.

(xv) Budgeting Inclusion. The Borrower has made or, prior to the Disbursement Date, will cause to be made, all budgetary provisions necessary for the fulfillment of its obligations under this Agreement. The Borrower expressly agrees that failure to have made the necessary provisions in its annual budget for the payment of any and all amounts due under this Agreement shall not constitute a defense to any failure on the part of the Borrower to comply with its obligations under this Agreement.

(xvi) No Event of Default. No Event of Default and no Potential Default, has occurred and is continuing.

(b) The representations and warranties of the Borrower set forth in Section 10.01(a) shall be deemed repeated as of the date of each Utilization, with the same force and effect as if



made on such date.

10.02 Affirmative Covenants of the Borrower. The Borrower covenants and agrees that until all amounts owing under this Agreement and the Note(s) have been paid in full, unless Ex-Im Bank shall have otherwise consented in writing:

(a) Notice of Defaults. The Borrower shall promptly but in no event later than ten (10) days after the occurrence of an Event of Default or any Potential Default notify the Ex-Im Facility Agent and Ex-Im Bank in writing by facsimile or hand delivery of the particulars of such occurrence and the corrective action proposed to be taken by the Borrower with respect thereto.

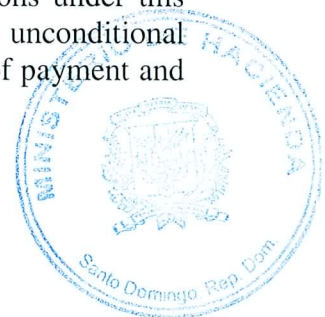
(b) Financial Reports. After making reasonable inquiry on the Borrower's website [www.creditopublico.gov.do](http://www.creditopublico.gov.do) and the Central Bank's website [www.bancentral.gov.do](http://www.bancentral.gov.do), the Ex-Im Facility Agent and Ex-Im Bank may request, and the Borrower shall furnish to the Ex-Im Facility Agent and Ex-Im Bank, a copy of the most recent Central Bank's annual report, in English, if available.

(c) Inspections. The Borrower shall permit representatives of Ex-Im Bank to make reasonable inspections of the project using or incorporating the Eligible Goods and Services, and of the Purchaser's books and records in connection with this Agreement and the transactions contemplated hereby (including, without limitation, records regarding the use of the Eligible Goods and Services), and cause the officers and employees of the Purchaser to give full cooperation and assistance in connection therewith.

(d) Notice of Disputes. The Borrower shall promptly give written notice to the Ex-Im Facility Agent and Ex-Im Bank of any material dispute that may exist between the Borrower and (i) any Governmental Authority thereof, (ii) any Other Governmental Authority or (iii) any international financial institutions.

(e) Government Authorizations. The Borrower shall promptly obtain and maintain or shall promptly cause the Purchaser to obtain and maintain all consents, licenses, authorizations and approvals of, and exemptions by, any Governmental Authority and any Other Governmental Authority that are necessary or advisable, including without limitation the inclusion of the Credit in the national budget for each year until the Final Maturity Date: (i) for the execution, delivery, performance, and observance by the Borrower of the Borrower Documents, including, without limitation, all approvals relating to the availability and transfer of U.S. Dollars required to make all payments due under this Agreement and any Note; (ii) for the validity, binding effect and enforceability of the Borrower Documents; (iii) for the execution, delivery and performance of any Supply Contract, the importation of the U.S. Contract Goods and Services, and use of the Eligible Goods and Services in the Borrower's Country; and (iv) for the pledge of the full faith and credit of the Borrower's Country by the Borrower under this Agreement and any Note.

(f) Pari Passu. The Borrower shall ensure that its payment obligations under this Agreement and the Note(s) will at all times constitute the direct, general and unconditional obligations of the Borrower and rank in all respects at least pari passu in priority of payment and in right of security with all other external unsecured debt of the Borrower.



(g) Acquisition List. The Borrower shall obtain the prior written consent of Ex-Im Bank to any alteration of the Acquisition List.

(h) Supply Contract(s). The Borrower shall (i) obtain the prior written consent of Ex-Im Bank to any assignment of the Borrower's rights or obligations under any Supply Contract or to any material modification to or cancellation of any Supply Contract and (ii) cause the Purchaser to ensure that the Supply Contract(s) and the performance by a party thereto of such party's obligations thereunder does not, in Ex-Im Bank's judgment, contravenes applicable law.

(i) Progress and Technical Operating Reports.

(i) Progress Reports. Beginning with the calendar quarter in which this Agreement is executed and continuing until the construction of a highway connecting bridges from La Romana to the eastern part of the Borrower's Country, and associated structures (the "**Project**") is completed or until all amounts owing under this Agreement and the Note or Notes have been paid in full, whichever occurs first, the Borrower shall ensure that the Purchaser shall submit to the Ex-Im Facility Agent and Ex-Im Bank (attn: Engineering and Environment Division) within 30 calendar days following the end of each calendar quarter a progress report ("**Progress Report**") with respect to the construction and development of the Project. Each Progress Report must be certified as correct by the [Purchaser/Borrower] and the report and the certification must be in form and substance satisfactory to [the Ex-Im Facility Agent and] Ex-Im Bank. Each Progress Report shall include the following:

(A) a narrative statement of (i) the work completed on the Project during the quarter, including an explanation as to any change in the plans and any unusual conditions or problems encountered, and (ii) a work schedule for the next succeeding quarter;

(B) a list of the equipment delivered and a list of the equipment installed to date and during the applicable quarter;

(C) pertinent photographs (titled and dated) of construction and equipping operations;

(D) a project construction and completion schedule showing (i) originally planned and actual progress and percentage completion, (ii) the currently estimated date of operation of the Project, and (iii) an explanation of any revisions to the original Project construction and completion schedule; and

(E) the total estimated cost of the Project by major components (with U.S. Dollar cost, local cost and other currency cost shown separately), the total cost incurred to date and during the applicable quarter, and an explanation of the reasons for any decrease or increase in the actual or estimated costs required to complete the Project over those originally estimated or estimated in previous Progress Reports.



(ii) Technical Operating Reports. Within sixty (60) days following the completion of the Project, and continuing annually thereafter until all amounts owing under this Agreement and the Note or Notes have been paid in full, the Borrower through the Purchaser shall submit to the Ex-Im Facility Agent and Ex-Im Bank (attn: Engineering and Environment Division) copies in English of its regular production and operating reports (each such report, a “**Technical Operating Report**”). These reports shall include (A) information concerning raw materials, production, manufacturing cost, inventory and proposed or on-going capital improvements, and (B) a statement concerning any problems (including, without limitation, environmental problems), known or anticipated, together with an explanation thereof, and shall be supplemented by such other related information, as the Ex-Im Facility Agent and Ex-Im Bank may request.

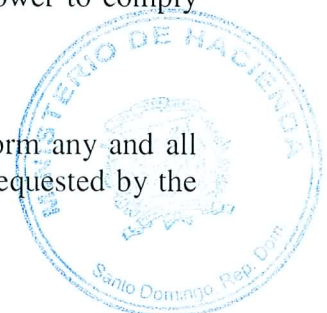
(j) Environmental Compliance and Notification of Noncompliance. The Borrower through the Purchaser shall comply in all material respects with all applicable Environmental Laws. If, at any point prior to the repayment of the loan supported by Ex-Im Bank, it is determined that the Project is in noncompliance with any such Environmental Law, the Project shall take remedial action required by such Environmental Law and inform the Facility Agent and Ex-Im Bank thereof, including a description of such noncompliance event, the measures taken (or to be taken) to bring the Project into compliance, as well as the results and efficacy of those actions.

(k) Use of U.S. Registered Vessels for Ocean Transport. The Borrower shall cause all U.S. Contract Goods for which it requests or has requested a Disbursement that are to be exported by ocean vessel to be transported from the United States in vessels of U.S. registry, as required by 46 U.S.C. §55304 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended), except to the extent that a waiver of this requirement is obtained from MARAD.

(l) Marine and Transit Hazards Insurance. The Borrower shall obtain or cause to be obtained insurance against marine and transit hazards on all shipments of U.S. Contract Goods in an amount not less than the amount of the Disbursements that have been or are to be made with respect to those shipments; and shall use reasonable commercial efforts to give U.S. insurers a non-discriminatory opportunity to bid for such insurance business related to such U.S. Contract Goods.

(m) The Borrower shall ensure that all amounts of the Credit due from the Borrower each calendar year shall be included in the national budget of the Borrower’s Country for that year and approved by Congress. The Borrower expressly agrees that failure to have made the necessary provisions in its annual budget for the payment of any and all amounts due under this Agreement shall not constitute a defense to any failure on the part of the Borrower to comply with its obligations under this Agreement.

(n) Other Acts. From time to time, the Borrower shall do and perform any and all acts and execute any and all documents as may be necessary or as reasonably requested by the



Ex-Im Facility Agent and Ex-Im Bank in order to effect the purposes of this Agreement and to protect the interests of Ex-Im Bank in any Note(s).

10.03 Negative Covenants of the Borrower. The Borrower covenants and agrees that until all amounts owing under this Agreement and the Note(s) have been paid in full, it will not, without the prior written consent of Ex-Im Bank:

(a) Sale, Lease or Transfer of Eligible Goods and Services. The Borrower through the Purchaser shall not sell, lease or otherwise transfer, or agree to sell, lease or otherwise transfer, any Eligible Goods and Services (or any component thereof) to any Person (other than the Purchaser identified in the Term Sheet); or cause or permit any Purchaser to sell, lease, or otherwise transfer, or agree to sell, lease, or otherwise transfer any Eligible Goods and Services (or a component thereof) to any Person].

(b) Use of the Eligible Goods and Services. The Borrower through the Purchaser shall not use, or permit the use of, the Eligible Goods and Services outside the Borrower's Country.

(c) Suspension and Debarment, etc. The Borrower shall not knowingly enter into any transactions in connection with the Eligible Goods and Services with any person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in procurement or non-procurement transactions with any United States federal government department or agency pursuant to any of the Debarment Regulations.

## SECTION 10. CANCELLATION, SUSPENSION AND EVENTS OF DEFAULT

10.01 Cancellation by the Borrower. The Borrower may cancel at any time all or any part of the undisbursed and uncanceled amount of the Credit for which Letters of Credit have not been issued, advised or confirmed, *provided* that (a) thirty (30) days' irrevocable prior written notice is given to the Ex-Im Facility Agent and Ex-Im Bank and (b) no Event of Default or Potential Default shall have occurred and be continuing at the time of cancellation. In the event of a cancellation of all or part of the Credit by the Borrower, the Borrower shall pay to Ex-Im Bank, on or before the proposed date of cancellation, all Commitment Fees accrued and unpaid under Section 7.01 and all other amounts due and payable under this Agreement as of the proposed date of cancellation.

10.02 Suspension and Cancellation by Ex-Im Bank. If an Event of Default should occur and be continuing, Ex-Im Bank, by written notice to the Ex-Im Facility Agent and the Borrower may: (i) suspend further Utilizations of the Credit until Ex-Im Bank is satisfied that the cause of such suspension has been removed; or (ii) cancel the unutilized and uncanceled amount of the Credit, provided, however, that Ex-Im Bank shall not suspend or cancel any portion of the Credit for which Letters of Credit have been issued, advised or confirmed. In the event of a cancellation of all or part of the Credit by Ex-Im Bank, the Borrower shall pay to Ex-Im Bank all Commitment Fees accrued and unpaid under Section 8.01 and all other amounts due and payable to Ex-Im Bank under this Agreement as of the date of cancellation.



10.03 Events of Default and Remedies.

(a) Each of the following events or conditions shall be an "Event of Default" under this Agreement:

(i) any failure by the Borrower to pay when due any amount owing under this Agreement or any Note;

(ii) any failure by the Borrower to comply with its obligations under Section 9.02(a);

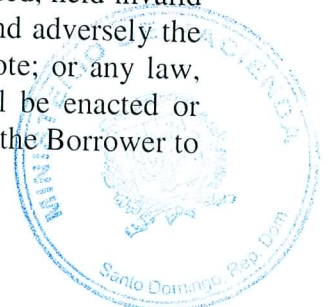
(iii) any representation or warranty made or deemed made by the Borrower in this Agreement or in connection herewith, or any statement made in any certificate furnished by the Borrower to Ex-Im Bank, or any statement made in the legal opinions of the Borrower concerning facts relating to the Borrower or the transactions contemplated hereby, has proven to have been false or misleading in any material respect when made;

(iv) any failure by the Borrower to perform or comply with any of the covenants or provisions set forth in this Agreement (exclusive of any events specified as an Event of Default in any other subsection of this Section 10.03(a)), which failure, if capable of being cured, remains uncured for a period of thirty (30) days after Ex-Im Bank has given written notice thereof to the Borrower.

(v) any failure by the Borrower to pay when due, including any period of grace provided to the Borrower with respect thereto, any amounts payable under any other agreement or instrument providing for the payment by the Borrower of borrowed money or for the deferred purchase price of property or services received, or any such amount has, prior to the stated maturity thereof, become due, or any event specified in any such agreement or instrument shall occur the effect of which event is to cause, or (with the giving of notice or lapse of time or both) to permit any Person to cause, such amounts to become due, or to be repaid in full, prior to their stated maturity;

(vi) any Governmental Authority or Other Governmental Authority shall have taken any action that, in the judgment of Ex-Im Bank, would affect materially and adversely the ability of the Borrower to pay its indebtedness under this Agreement or any Note;

(vii) any authorization, approval, consent, license, exemption, filing, registration, notarization or other requirement of any governmental, judicial or public body or authority necessary to enable the Borrower to comply with its obligations hereunder or under any Note shall have been revoked, rescinded, suspended, held invalid or otherwise limited in effect in a manner that would affect materially and adversely the Borrower's ability to perform its obligations hereunder or under any Note; or any law, rule or regulation, decree or directive of any competent authority shall be enacted or issued that shall impair materially and adversely the ability or the right of the Borrower to



perform such obligations; or it shall become unlawful for the Borrower to perform any such obligations;

(viii) any Supply Contract, or the performance by any party thereto of such party's obligations under any Supply Contract, in the reasonable judgment of Ex-Im Bank, contravenes any applicable law; and

(ix) a moratorium or suspension of payments shall be declared with respect to any External Debt;

(x) the Borrower repudiates this Agreement or does or causes to be done any act or thing evidencing an intention to repudiate this Agreement; or

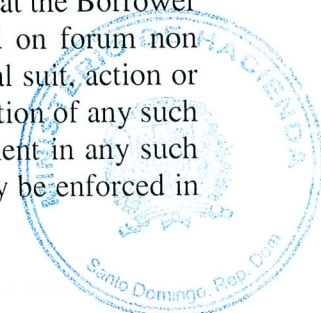
(xi) any other event occurs or any other circumstance arises which, in the judgment of Ex-Im Bank, is likely materially and adversely to affect the ability of the Borrower to perform all or any of its obligations under this Agreement or any Note.

(b) Remedies. Upon the occurrence of any Event of Default, and at any time thereafter, if such event is continuing, Ex-Im Bank, by written notice to the Borrower, may declare immediately due and payable (i) all or any portion of the principal amount of the Credit and any Note then outstanding, including accrued interest thereon to the date of payment, and (ii) all other amounts owing under this Agreement. Except as expressly provided above in Section 10.03(a), presentment, demand, protest and all other notices of any kind are hereby expressly waived. The aforementioned right to accelerate is in addition to and not a substitute for any other rights and remedies available to Ex-Im Bank under this Agreement and the Note(s) and under applicable laws.

## SECTION 11. GOVERNING LAW AND JURISDICTION

11.01 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, U.S.A., INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

11.02 Submission to Jurisdiction. The Borrower hereby irrevocably agrees that any legal suit, action or proceeding arising out of or relating to any of the Borrower Documents, or any of the transactions contemplated thereby, may be instituted by Ex-Im Bank or any other party to any Borrower Document in the Courts of the State of New York or the Federal Courts sitting in the Borough of Manhattan, City of New York, State of New York. The Borrower hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Borrower may have now or hereafter to the laying of the venue or any objection based on forum non conveniens, or based on the grounds of jurisdiction with respect to any such legal suit, action or proceeding, and irrevocably submits generally and unconditionally to the jurisdiction of any such court in any such suit, action or proceeding. The Borrower agrees that a judgment in any such action or proceeding shall be conclusive and binding upon the Borrower and may be enforced in



any other jurisdiction, including without limitation the Borrower's Country, by suit upon such judgment, a certified copy of which shall be conclusive evidence of the judgment.

11.03 Service of Process.

(a) In the case of the Courts of the State of New York or of the Federal Courts sitting in the State of New York, the Borrower hereby designates, appoints and empowers Dominican Republic Consulate in New York, New York, as its respective authorized agent to accept, receive and acknowledge, for and on behalf of the Borrower, and its properties and revenues, service of any and all process that may be served in any action, suit or proceeding of the nature referred to above in the State of New York, which appointment shall be irrevocable until the appointment and acceptance of a successor authorized agent pursuant to the provisions of Section 11.03(d).

(b) The Borrower further agrees that such service of process may be made personally or by mailing or delivering a copy of the summons and complaint or other legal process in any such legal suit, action or proceeding to the Borrower in care of its agent designated above at the aforesaid address, and such agent is hereby authorized to accept, receive and acknowledge the same for and on behalf of the Borrower and to admit service with respect thereto. Service upon such agent shall be deemed to be personal service on the Borrower and shall be legal and binding upon the Borrower for all purposes notwithstanding any failure to mail copies of such legal process to the Borrower or any failure on the part of the Borrower to receive the same, and shall be deemed completed upon the delivery thereof to such agent whether or not such agent shall give notice thereof to the Borrower or upon the earliest other date permitted by applicable law (including, without limitation, the United States Foreign Sovereign Immunities Act of 1976, as amended).

(c) To the extent permitted by applicable law, including, without limitation, treaties by which the United States and the Borrower's Country are bound, the Borrower further irrevocably agrees to the service of process of any of the aforementioned courts in any suit, action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, return receipt requested, to the Borrower at the address referenced in Section 13.02, such service to be effective upon the date indicated on the postal receipt returned from the Borrower.

(d) The Borrower agrees that it will at all times continuously maintain an agent to receive service of process in the State of New York on behalf of itself and its properties and revenues, and, in the event that for any reason its agent designated above shall not serve as agent for the Borrower to receive service of process in the State of New York on its behalf, the Borrower shall promptly appoint a successor satisfactory to Ex-Im Bank so to serve, advise Ex-Im Bank thereof, and deliver to Ex-Im Bank evidence in writing of the successor agent's acceptance of such appointment. The foregoing provisions constitute, among other things, a special arrangement for service between the parties to this Agreement for the purposes of 28 U.S.C. §1608.

11.04 Waiver of Immunity. The Borrower hereby irrevocably agrees that, to the extent that the Borrower has or may hereafter acquire any right of immunity, whether characterized as sovereign immunity or otherwise, from any legal proceedings, whether in the United States, the



Borrower's Country or elsewhere, to enforce or collect upon the Credit or any Note or any other liability or obligation of the Borrower related to or arising from the transactions contemplated by any of the Borrower Documents, including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment (except with respect to the attachment of any assets of the Borrower's Country that are specifically prohibited by the Constitution of the Dominican Republic) or from attachment in aid of execution upon a judgment (except with respect to the attachment of any assets of the Borrower's Country that are specifically prohibited by the Constitution of the Dominican Republic), the Borrower hereby expressly and irrevocably waives any such immunity and agrees not to assert any such right or claim in any such proceeding, whether in the United States, the Borrower's Country or elsewhere.

11.05 Waiver of Security Requirements. To the extent the Borrower may, in any action or proceeding arising out of or relating to any of the Borrower Documents brought in the Borrower's Country or elsewhere, be entitled under applicable law to require or claim that Ex-Im Bank post security for costs or take similar action, the Borrower hereby irrevocably waives and agrees not to claim the benefit of such entitlement.

11.06 No Limitation. Nothing in this Section 11 shall affect the right of Ex-Im Bank to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Borrower in the Borrower's Country or in any other jurisdiction.

## SECTION 12. THE EX-IM FACILITY AGENT

12.01 Appointment. Ex-Im Bank hereby designates and appoints the Ex-Im Facility Agent, as agent to act as specified herein and in the other Borrower Documents.

12.02 Nature of Duties. (a) The Ex-Im Facility Agent shall:

- (i) promptly inform Ex-Im Bank of the contents of any notice or document received by it from the Borrower;
- (ii) promptly provide each notice as may be required of it pursuant to the other Borrower Documents; and
- (iii) promptly, and in any event within five (5) days of receiving notice or any Responsible Employee obtaining actual knowledge thereof, notify Ex-Im Bank if the Ex-Im Facility Agent receives notice that an Event of Default has occurred or, in its judgment, taking into account such information of which any Responsible Employee has actual knowledge at the time and documentation provided to it, that an Event of Default has occurred.

(b) The Ex-Im Facility Agent may perform any of its duties hereunder by or through any Responsible Employee.

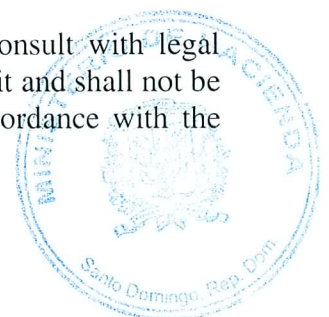


(c) The Ex-Im Facility Agent shall have no duties or responsibilities except those expressly set forth in this Agreement or the other Borrower Documents to which it is a party. Subject to Section 3.02(d) hereof, neither the Ex-Im Facility Agent nor any of its officers, directors, agents or employees shall be liable for any action taken or omitted by it or them hereunder or under other Borrower Documents unless caused by its or their gross negligence or willful misconduct. The Ex-Im Facility Agent is not authorized to act, nor shall it act or have any duty or obligation to act at any time, as the agent for Ex-Im Bank or any of its successors and assigns except as expressly set forth herein.

12.03 Lack of Reliance on the Ex-Im Facility Agent. Independently and without reliance upon the Ex-Im Facility Agent, Ex-Im Bank, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of the Borrower in connection with the establishment and continuance of the Credit and the issuance of any Letters of Credit and the taking or not taking of any action in connection herewith and (ii) its own appraisal of the creditworthiness of the Borrower and the Ex-Im Facility Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide Ex-Im Bank with any credit or other information with respect thereto, whether coming into its possession before the establishment of the Credit or the issuance of Letters of Credit or at any time or times thereafter, except that the Ex-Im Facility Agent shall provide Ex-Im Bank with copies of material documents and other material information (including, without limitation, notice of the occurrence of any Event of Default or Potential Default of which the Ex-Im Facility Agent has notice from any other party hereto) provided to the Ex-Im Facility Agent by the Borrower pursuant to this Agreement and the other Borrower Documents promptly after the Ex-Im Facility Agent's receipt thereof. The Ex-Im Facility Agent shall not be responsible to Ex-Im Bank for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith or any other Borrower Document or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectability, priority or sufficiency of this Agreement or any other Borrower Document or the financial condition of the Borrower or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement or any other Borrower Document or the financial condition of the Borrower or the existence or possible existence of any Event of Default.

12.04 Reliance. The Ex-Im Facility Agent shall be entitled to rely, and shall be fully protected in relying, upon the Note(s), or any writing, resolution, notice, statement, certificate, telex, teletype or telecopier message, cablegram, radiogram, order or other document or telephone message signed, sent or made by any Person that the Ex-Im Facility Agent believed to be the proper Person, and, with respect to all legal matters pertaining to this Agreement, a Letter of Credit or any other Borrower Document and its duties hereunder and thereunder, upon advice of counsel selected by it.

12.05 Consultation with Experts. The Ex-Im Facility Agent may consult with legal counsel, independent certified public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.



12.06 Indemnification. The Borrower agrees to indemnify the Ex-Im Facility Agent from and against, and hold the Ex-Im Facility Agent harmless from the consequences of, any and all damages, losses, claims, liabilities, penalties, actions, judgments, suits, and related costs and expenses, including reasonable attorneys' fees and disbursements awarded against or incurred by the Ex-Im Facility Agent in performing its duties hereunder or under any other Borrower Document to which the Ex-Im Facility Agent is a party or in any way relating to or arising out of this Agreement or any other Borrower Document to which the Ex-Im Facility Agent is a party, excluding, however, any such damages, losses, claims, liabilities, penalties, actions, judgments, suits, and related costs and expenses to the extent resulting from gross negligence or willful misconduct on the part of the Ex-Im Facility Agent.

12.07 The Ex-Im Facility Agent in its Individual Capacity. The Ex-Im Facility Agent may accept deposits from, lend money to, and generally engage in any kind of banking, trust, financial advisory role or other business with the Borrower or any affiliate thereof as if it were not performing the duties specified herein, and may accept fees and other consideration from the for services in connection with this Agreement and otherwise without having to account for the same to the other Ex-Im Facility Lenders. Notwithstanding anything to the contrary expressed or implied herein, the Ex-Im Facility Agent shall not be bound to: (a) account to Ex-Im Bank for any sum or the profit element of any sum received by it for its own account or (b) disclose to any other Person any information relating to the Borrower if such disclosure would or might in its opinion constitute a breach of any law or regulation or be otherwise actionable at the suit of any person.

12.08 Resignation by the Ex-Im Facility Agent; Successor Ex-Im Facility Agent.

(a) The Ex-Im Facility Agent may resign from the performance of all its functions and duties hereunder and/or under the other Borrower Documents at any time by giving thirty (30) calendar days' prior written notice to the Borrower and Ex-Im Bank. Such resignation shall take effect upon (i) the approval of such resignation by Ex-Im Bank and (ii) the appointment of a successor Ex-Im Facility Agent pursuant to clause (b) or (c) below or as otherwise provided below.

(b) Upon any such notice of resignation, Ex-Im Bank shall appoint a successor Ex-Im Facility Agent hereunder or thereunder who shall be a commercial bank or trust company acceptable to Ex-Im Bank.

(c) If a successor Ex-Im Facility Agent shall not have been so appointed within such thirty (30) calendar day period, the Ex-Im Facility Agent, with the consent of the Borrower and Ex-Im Bank, may then appoint a successor Ex-Im Facility Agent who shall serve as Ex-Im Facility Agent hereunder or thereunder until such time, if any, as Ex-Im Bank appoint a successor Ex-Im Facility Agent as provided above.

(d) If no successor Ex-Im Facility Agent has been appointed pursuant to clause (b) or (c) above by the forth-fifth (45th) calendar day after the date such notice of resignation was given by the Ex-Im Facility Agent, the Ex-Im Facility Agent or Ex-Im Bank may petition any



court of competent jurisdiction for the appointment of a successor Ex-Im Facility Agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Ex-Im Facility Agent who shall serve as Ex-Im Facility Agent hereunder or thereunder until such time, if any, as Ex-Im Bank appoints a successor Ex-Im Facility Agent as provided above.

(e) If the Ex-Im Facility Agent becomes insolvent or unable to meet its debts as they mature or if a receiver of it or of all or any substantial part of its property shall be appointed or if an order of any court of competent jurisdiction shall be entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law, or if any public officer shall take charge or control of the Ex-Im Facility Agent or of its property or affairs, for the purpose of rehabilitation, conservation or liquidation, Ex-Im Bank shall appoint a successor Ex-Im Facility Agent pursuant to clause (b) above. If a successor Ex-Im Facility Agent shall not have been so appointed pursuant to clause (b) above, the Ex-Im Facility Lenders and Ex-Im Bank shall appoint a successor Ex-Im Facility Agent pursuant to clause (c) or (d) above, as the case may be.

12.09 No Amendment to Duties of Ex-Im Facility Agent Without Consent. The Ex-Im Facility Agent shall not be bound by any waiver, amendment, supplement or modification of this Agreement which affects its rights or duties under this Agreement unless it shall have given its prior written consent, as Ex-Im Facility Agent, thereto.

### SECTION 13. MISCELLANEOUS

13.01 Computations. Each determination of an interest rate or fee by the Ex-Im Facility Agent or Ex-Im Bank pursuant to any provision of this Agreement or the Note(s), in the absence of manifest error, shall be conclusive and binding on the Borrower. All computations of interest and fees hereunder and under the Note(s) shall be made on the basis of a year of 365 days and actual days elapsed.

13.02 Notices. Except as otherwise specified, all notices given hereunder shall be in writing in the English language, shall include the applicable Transaction Number and shall be given by mail, courier, facsimile, tested telex or personal delivery and shall be deemed to be given for the purposes of this Agreement on the day that such notice is received by the intended recipient thereof, except for notices given by Ex-Im Bank pursuant to Section 9, which shall be deemed given on the day such notice is deposited in the mail or sent by facsimile, tested telex or personal delivery. Unless otherwise specified in a notice delivered in accordance with this Section 13.02, all notices shall be delivered to the parties hereto at their respective addresses indicated on the Term Sheet.

13.03 Disposition of Indebtedness. Ex-Im Bank may sell, assign, transfer, pledge, negotiate, grant participations in or otherwise dispose of all or any part of its interest in all or any part of the Borrower's indebtedness under this Agreement and any Note to any party (collectively, a "Disposition of Indebtedness"), and any such party shall enjoy all the rights and privileges of Ex-Im Bank under this Agreement and each Note that is the subject of such



Disposition of Indebtedness *provided*, however, that such Disposition of Indebtedness shall not, without the prior written consent of Ex-Im Bank, relieve the Ex-Im Facility Agent of its duties under this Agreement or the other Borrower Documents. The Borrower shall, at the request of Ex-Im Bank, execute and deliver to Ex-Im Bank, or to any party that Ex-Im Bank may designate any such further instruments as may be necessary or desirable to give full force and effect to a Disposition of Indebtedness by Ex-Im Bank. Notwithstanding anything to the contrary contained herein, the Borrower may not assign or otherwise transfer any of its debts or obligations under this Agreement or any Note without the prior written consent of Ex-Im Bank and the Ex-Im Facility Agent.

13.04 Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

13.05 Disclaimer. Neither Ex-Im Bank nor the Ex-Im Facility Agent shall be responsible in any way for the performance of any Supply Contract, and no claim against the Exporter or any other person with respect to the performance of any Supply Contract, will affect the obligations of the Borrower under any of the Borrower Documents.

13.06 No Waiver; Remedies Cumulative. No failure or delay on the part of the Ex-Im Facility Agent or Ex-Im Bank in exercising any right, power or privilege under this Agreement or any Note and no course of dealing between or among the Borrower, the Ex-Im Facility Agent and/or Ex-Im Bank shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any Note preclude any other right, power or privilege hereunder or thereunder. The rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies that the Ex-Im Facility Agent or Ex-Im Bank would otherwise have. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Ex-Im Facility Agent or Ex-Im Bank to any other or further action in any circumstances without notice or demand.

13.07 Entire Agreement. This Agreement contains the entire agreement among the parties hereto regarding the Credit.

13.08 Amendment or Waiver. This Agreement may not be changed, discharged or terminated without the written consent of the parties hereto, *provided* that consent of the Ex-Im Facility Agent is required only as specified in Section 13.09. No provision hereof may be waived without the written consent of the party to be bound thereby. In case this Agreement is amended, such amendment must be approved by the Congress of the Borrower's Country.

13.09 Counterparts. This Agreement may be signed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

13.10 Judgment Currency. All payments of principal, interest, fees or other amounts due hereunder and under any Note shall be made in U.S. Dollars, regardless of any law, rule,



regulation or statute, whether now or hereafter in existence or in effect in any jurisdiction, which affects or purports to affect such obligations. The obligation of the Borrower in respect of any amount due under this Agreement or any Note, notwithstanding any payment in any other currency (whether pursuant to a judgment or otherwise), shall be discharged only to the extent of the amount in U.S. Dollars that the Person entitled to receive that payment may, in accordance with normal banking procedures, purchase with the sum paid in that other currency (after any premium and costs of exchange) on the Business Day immediately succeeding the day on which that Person receives that payment. If the amount in U.S. Dollars that may be so purchased for any reason falls short of the amount originally due, the Borrower shall pay such additional amounts, in U.S. Dollars, to compensate for the shortfall. Any obligation of the Borrower not discharged by that payment shall continue to be due as a separate and independent obligation and shall accrue interest in accordance with Section 6.02 until discharged as provided herein.

13.11 English Language. All documents to be delivered by any party hereto pursuant to the terms hereof shall be in the English language or, if originally written in another language, shall be accompanied by an accurate English translation upon which the other parties hereto shall have the right to rely for all purposes under this Agreement and any Note.

13.12 Severability. To the extent permitted by applicable law, the illegality or unenforceability of any provision of this Agreement shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement.

13.13 Waiver of Jury Trial. FOR THE PURPOSES OF THIS AGREEMENT AND EACH OTHER BORROWER DOCUMENT, EACH OF THE BORROWER, THE EX-IM FACILITY AGENT AND EX-IM BANK HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, WITH ANY OTHER BORROWER DOCUMENT, WITH ANY COURSE OF CONDUCT, WITH ANY COURSE OF DEALING, WITH ANY STATEMENTS (WHETHER VERBAL OR WRITTEN), OR WITH ANY ACTIONS OR OMISSIONS OF ANY PARTY HERETO OR OF ANY OTHER PERSON RELATING TO THIS AGREEMENT OR TO ANY OTHER BORROWER DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE EX-IM FACILITY AGENT AND EX-IM BANK TO ENTER INTO THIS AGREEMENT.



IN WITNESS WHEREOF, each of the parties hereto has caused this Credit Agreement to be duly executed and delivered as of the date first above written.


THE DOMINICAN REPUBLIC, ACTING BY  
AND THROUGH ITS MINISTRY OF FINANCE

By:   
(Signature)

Name: DANIEL TORIBIO  
(Print)

Title: Minister of Finance  
(Print)

BNP PARIBAS

By:   
(Signature)

Name: RAJ DARYANANI  
Director  
(Print)  
Export Finance

Title: \_\_\_\_\_  
(Print)

By:   
(Signature)

Name: MAURICIO GONZALEZ  
Director  
(Print)  
Export Finance

Title: \_\_\_\_\_  
(Print)

EXPORT-IMPORT BANK OF THE UNITED STATES

By:   
(Signature)

Name: Jeffrey Abramson  
(Print)

Title: Vice President  
(Print)



Ex-Im Bank Transaction No. AP084374XX - Dominican Republic

FORM OF NOTE

[NAME OF BORROWER]

PROMISSORY NOTE

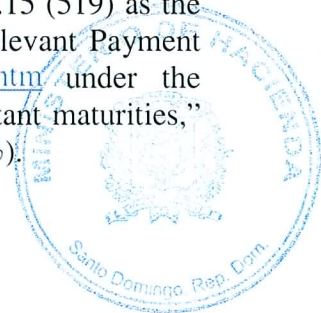
U.S. \$ \_\_\_\_\_, 20\_\_

FOR VALUE RECEIVED, [name and address of the Borrower] (the "Maker") by this promissory note (this "Note") hereby unconditionally promises to pay to the order of the Export-Import Bank of the United States ("Ex-Im Bank") at the Federal Reserve Bank of New York, [or as otherwise notified to the Borrower in writing by Ex-Im Bank] the principal sum of \_\_\_\_\_ Dollars (U.S.\$ \_\_\_\_\_) or such lesser amount as shall be advanced by Ex-Im Bank to the Maker, in installments as hereinafter provided and to pay interest on the principal balance hereof from time to time outstanding, as hereinafter provided, at the rate of \_\_\_\_\_ percent (\_\_\_%) per annum. All capitalized terms not defined herein have the meanings assigned to them in the Credit Agreement.

The principal hereof shall be paid in \_\_\_\_\_ (\_\_\_\_) approximately equal, successive semi-annual installments, the first of which shall be due and payable on \_\_\_\_\_, 20\_\_. The remaining installments shall each be due and payable semi-annually thereafter on \_\_\_\_\_ and \_\_\_\_\_ of each year (each, a "Payment Date"), provided that, on the last Payment Date, the Maker shall repay in full the principal amount hereof then outstanding.

Interest on the outstanding principal amount of this Note is payable on each Payment Date, beginning on \_\_\_\_\_, 20\_\_. Interest will be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the last day) over a year of 365 days.

In the event that any amount of the principal of or accrued interest on this Note is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to Ex-Im Bank on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due ("Payment Default Date") until such amount shall have been paid in full, at an interest rate per annum equal to the higher of: (i) the rate specified in the first paragraph hereof plus one percent (1.00%) per annum; or (ii) the applicable rate of interest specified in the Federal Reserve Statistical Release H.15 (519) as the average monthly rate for the month immediately preceding the date of the relevant Payment Default Date, available at <http://www.federalreserve.gov/releases/H15/data.htm> under the heading of "U.S. government securities" and the subheading of "Treasury constant maturities," for a maturity closest to the duration of the Payment Default plus one percent (1%).



This is one of the Note(s) referenced in Section 5.04 of the Credit Agreement dated as of \_\_\_\_\_, 20\_\_ (the "Credit Agreement") by and between the Maker and the Export-Import Bank of the United States. This Note is entitled to the benefits of, and is governed in all respects by, the terms of the Credit Agreement, which Credit Agreement, among other things, contains provisions for the payment of principal and interest (including default interest) hereon without set-off, counterclaim, deduction, withholding on account of taxes levied or imposed under the laws of The Dominican Republic (the "Borrower's Country") (or any other jurisdiction from which payments required hereunder are made), restrictions and conditions of whatever nature, and for acceleration of the maturity hereof upon the happening of certain stated events. The principal amount hereof may be prepaid in accordance with the terms of the Credit Agreement. All payments received hereunder shall be applied in accordance with the order of priority set forth in Section 8.02 of the Credit Agreement.

The obligations of the Maker under this Note are obligations for which the full faith and credit of the Borrower's Country are pledged.

The Maker hereby waives demand, diligence, presentment, protest and notice of every kind, and warrants to the holder that all actions and approvals required for the execution and delivery hereof as a legal, valid and binding obligation of the undersigned, enforceable in accordance with the terms hereof, have been duly taken and obtained.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, U.S.A.

[BORROWER]

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_  
(Print)

Promissory Note No. \_\_\_\_\_



## I. Introduction

Funds shall be disbursed under the Credit to finance Eligible Goods and Services in accordance with the "Reimbursement Procedure" and/or the "L/C Procedure," both of which are described below. No other disbursement methods are permitted to finance Eligible Goods and Services.

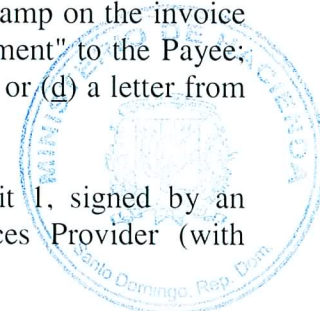
## II. Reimbursement Procedure

The Borrower may from time to time request that Ex-Im Bank make Disbursements to the Borrower's account at a commercial bank in the United States (unless otherwise agreed by Ex-Im Bank) selected by the Borrower, and acceptable to Ex-Im Bank, to: (i) reimburse the Borrower for the Ex-Im Bank-approved portion of any payments made by the Borrower to an Exporter or Ancillary Services Provider or for the Ex-Im Bank-approved portion of any payments made to a Local Cost Provider; and (ii) charge the Borrower for the related Exposure Fee due to Ex-Im Bank (if financed). Ex-Im Bank may reasonably limit the number of requests for Reimbursement submitted by the Borrower each month.

To obtain Disbursements under the Reimbursement Procedure:

A. the Borrower shall deliver to the Ex-Im Disbursement Documents Agent copies of the following documents (collectively, the "Reimbursement Documents"), all of which must be satisfactory in form and substance to the Ex-Im Disbursement Documents Agent and Ex-Im Bank. Upon receipt, the Ex-Im Disbursement Documents Agent will review the Reimbursement Documents for compliance. If it deems them satisfactory it will submit them to the Operations Division of Ex-Im Bank:

1. The original Request for Reimbursement to Borrower's Account, in the form of Exhibit 2 or the original Request for Local Cost Reimbursement to Borrower's Account in the form of Exhibit 3, signed by an authorized representative(s) of the Borrower designated pursuant to Section 7.01(d) of the Agreement, and accompanied by an Itemized Statement of Payments, in the form of Exhibit 2(a) for each Exporter or Ancillary Services Provider or Exhibit 3(a) for each Local Cost Provider, as the case may be. If the relevant invoices are denominated in local currency, apply the rate specified under the terms of Section 3.01(c) of the Agreement, calculated in the manner provided in such Section, when converting local currency to US\$ Dollars.
2. Copies of the invoice(s) for the Eligible Goods and Services to be financed under the requested Disbursement, bearing a U.S. street address (unless otherwise agreed by Ex-Im Bank), and bearing or accompanied by evidence that the Exporter(s) or Ancillary Services Provider(s) or Local Cost Provider(s) thereof, as the case may be (the "Payee"), has been paid. Evidence of payment may be any of the following: (a) a "paid" stamp on the invoice signed by the Payee; (b) a copy of a commercial bank's "Advice of Payment" to the Payee; (c) a copy of both sides of a cancelled check made payable to the Payee; or (d) a letter from the Payee acknowledging payment.
3. An original completed Exporter's Certificate(s) in the form of Exhibit 1, signed by an authorized officer or employee of the Exporter or Ancillary Services Provider (with



attachments, if required) unless an Exporter's Certificate has been previously provided by such Exporter (or Ancillary Services Provider) pursuant to a prior Utilization. Such Exporter's Certificate should include any Local Cost Goods and Services to be supplied by such Exporter. In the case of Local Cost Goods and Services being supplied by a person other than the Exporter, no Exporter's Certificate is required.

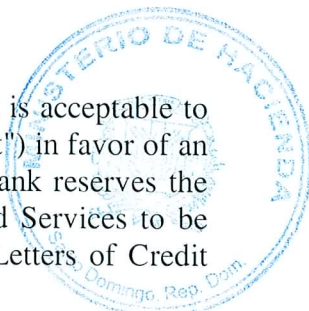
4. The original Anti-Lobbying Certificate in the form of Exhibit 4 signed by authorized officer(s) of the Exporter, Ancillary Services Provider [or Local Cost Provider], as the case may be, unless an Anti-Lobbying Certificate has been previously provided by such Exporter, Ancillary Services Provider or Local Cost Provider, as the case may be; *provided, however*, that no such certificate is required if the relevant Supply Contract has an aggregate value of \$100,000 or less.
5. Copies of signed, clean, on-board ocean, airway, railway or other bills of lading evidencing shipment of the U.S. Contract Goods from the United States to the Borrower's Country (or, in the case that the Borrower's Country is either Canada or Mexico, a destination in the United States that is a point of importation into Canada or Mexico, respectively). Ocean bills of lading must either show shipment on vessels of U.S. registry or be accompanied by an appropriate MARAD waiver (as described in Section IV below). Bills of lading are not required for U.S. Contract Services, Progress Payments, or Local Cost Goods and Services.
6. Such other documents, statements, certificates, information and evidence as Ex-Im Bank may from time to time reasonably request.

Ex-Im Bank may receive copies of the Reimbursement Documents, except for (i) the Request for Reimbursement to Borrower's Account and the Request for Local Cost Reimbursement to Borrower's Account, (ii) the Anti-Lobbying Certificate and (iii) the Exporter's Certificate, each of which must be a manually signed original.

- B. If a Letter of Credit naming the Exporter as the beneficiary has been previously opened in accordance with the L/C Procedure set forth in Part III below, Ex-Im Bank will determine the appropriate percentage that will apply to the requested Reimbursement, based on the Exporter's Certificate submitted under the L/C Procedure.
- C. Upon approval of the Reimbursement Documents: (i) Ex-Im Bank will reimburse the Borrower for the Ex-Im Bank-approved portion of the Eligible Goods and Services or the Ex-Im Bank-approved portion of the Local Cost Goods and Services, as the case may be; and (ii) if the Exposure Fee is financed under the Credit, Ex-Im Bank will simultaneously retain for Ex-Im Bank's account an amount equal to such Exposure Fee (if financed). The sum of the amounts so reimbursed to the Borrower or retained by Ex-Im Bank shall constitute a Disbursement under the Credit.

### III. L/C Procedure

The Borrower may request a commercial bank located in the United States that is acceptable to Ex-Im Bank ("L/C Bank") to issue, confirm or advise letters of credit ("Letters of Credit") in favor of an Exporter(s) or U.S.-based Ancillary Services Provider(s), as the beneficiary. Ex-Im Bank reserves the right to limit the number of Letters of Credit it will approve. All Eligible Goods and Services to be purchased from one beneficiary should be covered under a single Letter of Credit. Letters of Credit



shall be limited to those covering (i) U.S. Contract Goods and Services, or (ii) both U.S. Contract Goods and Services and Local Cost Goods and Services (provided by the Exporter as the Local Cost Provider).

To obtain Disbursements under the L/C Procedure:

A. The Borrower shall cause the L/C Bank to submit to Ex-Im Bank the following documents (collectively, the "L/C Documents"), all of which must be satisfactory in form and substance to the L/C Bank and Ex-Im Bank:

1. The original Request for Issuance of Reimbursement Undertaking, in the form of Exhibit 5, signed by the authorized representative(s) of the Borrower designated pursuant to Section 7.01(d) of the Agreement.

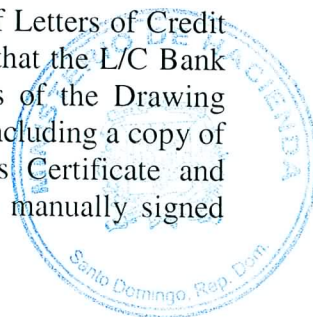
2. Three (3) copies of the proposed letter of credit in favor of the beneficiary, complete in all respects, except for date and signature by the L/C Bank, and accompanied by a copy of the related pro forma invoice or Supply Contract. The Borrower's instructions to the L/C Bank with respect to the proposed letter of credit shall provide that the documents to be presented for drawings under such letter of credit meet the documentary requirements of the Agreement, including the submission of invoices (except that invoices need not be accompanied by evidence of payment), any Amended Exporter's Certificates, and bills of lading, in form and substance as specified in Section II above.

3. An original completed Exporter's Certificate(s), signed by an authorized officer or employee of the Exporter (or Ancillary Services Provider), with attachments if required; unless such Exporter (or Ancillary Services Provider) has previously provided an Exporter's Certificate pursuant to a prior Disbursement or Utilization. Such Exporter's Certificate should include any Local Cost Goods and Services to be supplied by such Exporter. In the case of Local Cost Goods and Services being supplied by a person other than the Exporter, no Exporter's Certificate is required.

4. An original completed Anti-Lobbying Certificate in the form of Exhibit 4 signed by authorized officer(s) of the Exporter, Ancillary Services Provider or Local Cost Provider unless an Anti-Lobbying Certificate has been previously provided by such Exporter, Ancillary Services Provider [or Local Cost Provider,] as the case may be; *provided, however*, that no such certificate is required if the relevant Supply Contract has an aggregate value of \$100,000 or less.

5. Such other documents, statements, certificates, information and evidence as Ex-Im Bank may from time to time reasonably request.

B. Ex-Im Bank and the L/C Bank must enter into an agreement ("**Master Reimbursement Agreement**"), satisfactory to Ex-Im Bank, with respect to the establishment of Letters of Credit and payments thereunder. This agreement must require, among other things, that the L/C Bank deliver to Ex-Im Bank, promptly after the date of an L/C Payment, copies of the Drawing Documents (as defined in paragraph (E) below) related to such L/C Payment, including a copy of the advice of payment to the beneficiary's account, except the Exporter's Certificate and Exporter's Certificate (Special Ancillary Services), each of which must be a manually signed original.



- C. Upon the satisfaction of the conditions in paragraphs (A) and (B) and approval of the L/C Documents, Ex-Im Bank shall issue to the L/C Bank an undertaking to reimburse the L/C Bank for payments made under the Letter of Credit (the “**Reimbursement Undertaking**”) with a copy to the Borrower. Upon receipt of the Reimbursement Undertaking, the L/C Bank shall issue, advise or confirm the Letter of Credit.
- D. The L/C Bank shall pay the beneficiary under the Letter of Credit upon presentation of the documents required by (and satisfaction of the conditions of) the Letter of Credit (the “Drawing Documents”) and no actual disbursement shall be made directly to the Borrower; and Ex-Im Bank will simultaneously make a book entry disbursement with respect to the Exposure Fee related to such L/C Payment (with no actual disbursement being made). A Disbursement shall be deemed to occur when the L/C Bank makes payment of a draft drawn under the Letter of Credit (an “L/C Payment”). The sum of the amounts so paid to the beneficiary under, and in accordance with the terms of, the Letter of Credit plus the amount of the book entry disbursement made by Ex-Im Bank with respect to the Exposure Fee shall constitute the amount of the Disbursement. Ex-Im Bank shall notify the Borrower the date and amount of a Disbursement made via an L/C Payment.

E. Ex-Im Bank Approval of Letter of Credit Amendments.

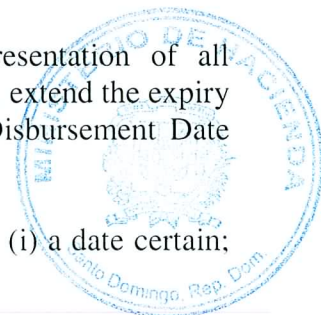
1. Any amendments to a Letter of Credit not listed in Part III.E below must be approved by Ex-Im Bank and the L/C Bank. The Borrower’s request for Ex-Im Bank’s approval of such amendment shall be made in the form of Exhibit 6, completed and signed by the authorized representative(s) of the Borrower designated pursuant to Section 7.01(c) of the Agreement, accompanied by any relevant documents. If Ex-Im Bank approves the proposed amendment, it shall deliver to the L/C Bank a written notice of approval.
2. Notwithstanding any provision of the Master Reimbursement Agreement, no Letter of Credit shall be amended except in accordance with the procedures set out in Part III.F.1. or Part III.G.1 and 2.

F. L/C Bank Approval of Letters of Credit Amendments.

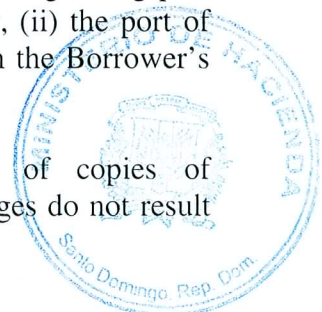
1. After Ex-Im Bank has issued a Reimbursement Undertaking with respect to a Letter of Credit, so long as the procedures set out in Part III.E.2 below are followed, the L/C Bank may approve any of the following amendments to such Letter of Credit in accordance with the Uniform Customs and Practices for Documentary Credits (International Chamber of Commerce Publication 600), as the same may be amended from time to time (“UCP”) and without Ex-Im Bank’s prior issuance of an amended Reimbursement Agreement:

a. In order to allow sufficient time for the presentation of all documents and the making of all Letter of Credit disbursements, extend the expiry date to the earlier of: (i) a date certain; and (ii) the Final Disbursement Date deemed by Ex-Im Bank to be effective under the Credit;

b. Extend the final shipment date to the earlier of: (i) a date certain; and (ii) the Letter of Credit’s expiry date;



- c. Permit partial shipment(s);
- d. Permit transshipment(s) in accordance with the provisions of 46 U.S.C. §55304 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended);
- e. Permit shipment(s) by any airline rather than ocean vessel, provided that air waybill(s) are required with respect to such shipment(s) instead of ocean bill(s) of lading;
- f. With the prior consent of each beneficiary, permit a reduction of the Letter of Credit's face amount;
- g. Permit "on-deck" shipment(s);
- h. Permit a change in the address of a beneficiary, provided that such address, when changed, is a street address located in the United States;
- i. Permit ocean shipment(s), provided that signed, clean, on-board ocean bill(s) of lading are required with respect to such shipment(s) and that such bill(s) of lading evidence shipment(s) on ocean vessel(s) of either (i) U.S. registry or (ii) non-U.S. registry pursuant to a MARAD waiver of the provisions of 46 U.S.C. §55304 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended);
- j. Permit language or spelling changes, that do not constitute or give rise to a material change in the terms and conditions of such Letter of Credit, in order to: (i) correct a typographical error; (ii) correct an omission; or, (iii) clarify otherwise ambiguous language;
- k. Permit changes made on account of requirements for certain consularized documents, except that such change(s) shall not result in the modification or elimination of a commercial invoice as a necessary document for presentation;
- l. Permit acceptance of "stale" documents or documents which are presented or are to be presented later than 21 calendar days from the related shipment date; *provided* that such documents are dated no earlier than the date referred to in Section 2.01 of the Agreement;
- m. Permit the change of either: (i) the originating port or originating airport to a different U.S. port or U.S. airport; or, (ii) the port of destination or airport of destination to a different port located in the Borrower's Country or a different airport located in the Borrower's Country;
- n. Permit changes in the number of copies of documents to be presented by a beneficiary; *provided* such changes do not result



in the deletion or modification in the terms of a document required for presentation;

2. Any request by the Borrower to the L/C Bank to amend a Letter of Credit pursuant to Part III.E.1. shall be made in the form of Exhibit 7, completed and signed by an authorized representative of the Borrower (as noted on the list described in Section 7.01(c) of the Credit Agreement or any amendment thereto) and accompanied by any relevant documents, including copies of the proposed Letter of Credit. If the L/C Bank approves the proposed amendment, the L/C Bank shall issue to Ex-Im Bank, no later than ten (10) Business Days after the issuance of the Letter of Credit amendment, a Notice of Letter of Credit Amendment, in the form of Exhibit 8, completed and signed on behalf of the L/C Bank by a authorized Person authorized under the Master Reimbursement Agreement, and accompanied by any relevant documents.

3. By written notice to the L/C Bank and the Borrower, Ex-Im Bank may suspend or cancel the authority of the L/C Bank to approve Letters of Credit amendments pursuant to the procedure set out in this Part III.E.

#### IV. Ocean Transportation - MARAD Waivers

If any of the U.S. Contract Goods are to be exported on ocean vessels that are not vessels of U.S. registry, the Borrower must obtain a waiver from the provisions of 46 U.S.C. §55304 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended). An application for waiver must be submitted to the U.S. Maritime Administration ("MARAD") at the following address: Director, Office of Cargo Preference, Maritime Administration, MAR 730 Mail Stop W23-453, Southeast Federal Center, 1200 New Jersey Avenue, S.E., Washington, DC, 20590 (with a copy to Ex-Im Bank). For further information about PR17 waivers, please contact MARAD or go to its website at <http://www.marad.dot.gov>. Each application for such waiver must be submitted to MARAD sufficiently in advance of the intended shipping date in order to allow MARAD adequate opportunity to process the application. If any of the U.S. Contract Goods are shipped on ocean vessels of non-U.S. registry without a MARAD waiver, or contrary to the provisions of a MARAD waiver, such U.S. Contract Goods will not be eligible for financing under the Credit.

#### Exhibits to Annex B:

- 1 - Form of Exporter's Certificate
- 2 - Form of Request for Reimbursement to Borrower's Account
- 2(a) - Form of Itemized Statement of Payments
- 3 - Form of Request for Local Cost Reimbursement to Borrower's Account]
- 3(a) - Form of Itemized Statement of Payments – Local Costs]
- 4 - Form of Anti-Lobbying Certificate
- 5 - Form of Request for Issuance of Reimbursement Undertaking (LC Procedure)
- 6 - Form of Request for Issuance of Amended Reimbursement Undertaking (LC Procedure)
- 7 - Form of Request to Amend Letter of Credit
- 8 - Form of Notice of Letter of Credit Amendment

+++++

The following is included for informational purposes only, and is not part of the Agreement.



Because the Exporter(s) (and Ancillary Services Provider and Local Cost Provider, if any), and the L/C Bank are not parties to the Agreement, the Borrower will need to take the following steps to ensure that the Credit is disbursed in a timely fashion:

1. The Borrower should advise the Exporter(s) (and any Ancillary Services Providers and Local Cost Providers, if any,) of the provisions of this Agreement that will require its cooperation, including, without limitation, the requirement that the relevant Initial Exporter's Certificate be completed and submitted prior to the first Utilization. The Borrower should also advise the Exporter(s) (and any Ancillary Services Provider(s)) of its obligation, as described in Section 6 of the Exporter's Certificate, to submit an Amended Exporter's Certificate if the information or certifications set forth in a previously submitted Exporter's Certificate become untrue.

2. If the Borrower would like to use the L/C Procedure, the Borrower must make appropriate arrangements with the L/C Bank regarding the issuance, confirmation or advice of the Letters of Credit and the payment of any fees that the L/C Bank may charge. This would generally include providing the L/C Bank with the list of authorized signatories described in Section 7.01(c) of the Credit Agreement. Ex-Im Bank and the L/C Bank must enter into a reimbursement agreement with respect to the L/C Payments, which executed reimbursement agreement will be a condition precedent to the issuance, confirmation or advice of a letter of credit by the L/C Bank.

3. Examples of sample Letter of Credit proviso wording can be found at [www.exim.gov/tools/sampleafter.pdf](http://www.exim.gov/tools/sampleafter.pdf).



FORM OF EXPORTER'S CERTIFICATE

EXHIBIT 1 to Annex B

Name and U.S. Street Address of Exporter:

Date: \_\_\_\_\_, 20\_\_

RE: Ex-Im Bank Credit/Guarantee/Insurance Number: \_\_\_\_\_  
 Purchaser: \_\_\_\_\_  
 Supply Contract/Purchase Order No.(s) \_\_\_\_\_

Check one: Initial Exporter's Certificate  
 Amended Exporter's Certificate. The following has changed: [specify]

We understand that the Export-Import Bank of the United States ("Ex-Im Bank") provides credit support to promote U.S. export sales, and that Ex-Im Bank will determine the scope of its support for our sale to the Purchaser based on the information provided below. To aid in this determination, we, the Exporter, hereby certify:

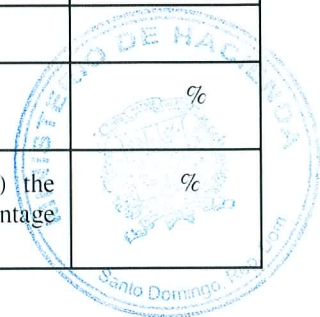
PART A: CONTENT

Content. This information is based on our best efforts to assess the value of the goods and services ("Goods and Services") to be provided under the above-referenced supply contract(s) or signed purchase order(s) with the Purchaser (the "Supply Contract(s)/Purchase Order(s)"). Content changes may need to be reported via an amended Exporter's Certificate (see Part C below). Check one:

The Goods and Services contain only U.S. Content: the U.S. Content Percentage is 100% (i.e., no Foreign Content, Local Costs, or Excluded Goods and Services (defined below)). Please do not complete the chart if this box is checked.

The Goods and Services contain less than 100% U.S. Content. Please complete the chart if this box is checked.

		Definition	USD
A.	Supply Contract/ Purchase Order(s)	The aggregate price of <u>all</u> Goods and Services in the Supply Contract/ Purchase Order(s).	
B.	Excluded Goods and Services	The aggregate price of all Goods and Services that are <u>not</u> eligible for (or excluded from) Ex-Im Bank support (e.g., goods not shipped from the U.S.)	
C.	Contract Price	A minus B	
D.	Local Costs	The aggregate price of all Goods originated/manufactured in the Purchaser's country and all Services provided by residents of the Purchaser's country.	
E.	Net Contract Price	C minus D	
F.	Foreign Content	The aggregate cost to the Exporter of any Goods (or components thereof) that were produced or manufactured outside the U.S., Services provided by third country-resident personnel, and foreign freight costs and foreign insurance included in the Net Contract Price for Goods exported from the U.S. (Such amount shall not include any Local Costs.)	
G.	U.S. Content	E minus F	
H.	U.S. Content Percentage	G divided by E, expressed as a percentage.	%
I.	Disbursement Percentage	Initial Exporter's Certificate: input the lower of (i) 85% and (ii) the percentage in H. Amended Exporter's Certificate: input the percentage obtained from the Disbursement Percentage Calculator page (if any).	%



## PART B: CERTIFICATIONS

We hereby certify, as to ourselves and the Ex-Im Bank-approved Goods and Services sourced from the U.S. and the Purchaser's country, as follows:

1. 15% Cash Payment. We (i) have received (or will receive) payment for at least 15% of the Net Contract Price, and/or (ii) have financed (or will finance) such amount at market rates. We have submitted (or will submit) evidence of payment of our invoices. (For 100% U.S. Goods and Services, "Net Contract Price" means the aggregate price of such Goods and Services.)
2. Invoices and Shipment. We have provided (or will provide) copies of (i) invoices describing the Goods and Services and (ii) signed, clean, onboard bills of lading evidencing that the Goods included in the Net Contract Price have been shipped from the U.S. to the Purchaser's country. For Services, progress payments for Goods prior to shipment, and/or Local Costs, the value of the work performed at the time the invoices therefor are submitted for payment shall equal or exceed the amount so invoiced (or we have obtained Ex-Im Bank's prior consent to an alternative arrangement).
3. Suspension and Debarment. **We and each of our Principals individually, have not within the past 3 years been a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in, a Covered Transaction, b) formally proposed for debarment, with a final determination still pending, c) indicted, convicted or had a civil judgment rendered against us for any of the offenses listed in the Regulations, or d) delinquent on any substantial debts owed to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification; or we have received a written statement of exception from Ex-Im Bank attached to this certification, permitting participation in this Covered Transaction despite an inability to make certifications a) through d) in this paragraph.**

We further certify that we have not and will not knowingly enter into any agreements in connection with the Goods and Services with any individual or entity that has been debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Covered Transaction. All capitalized terms not defined herein shall have the meanings set forth in the Government-wide Non-procurement Suspension and Debarment Regulations - Common Rule (Regulations). In addition, we are not listed on any of the publicly available debarment lists of the following international financial institutions: World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development and the Inter-American Development Bank.

4. Other Payments; Legal Compliance. Without Ex-Im Bank's written consent, a copy of which is attached, we have not and will not agree to, offer to, cause to, or arrange for, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with the sales of the Goods and Services under (or obtaining) the Supply Contract/Purchase Order(s) or Ex-Im Bank Credit/Guarantee/Insurance, except for a) payment of manufacturing costs or for the purchase of the Goods, b) the regular remuneration of our regular full-time directors, officers and employees; c) regular commissions or fees, if any, to our regular sales agent, broker or representative and readily identifiable on our books and records as to amount, purpose and recipient; d) any discounts, allowances, or rebates to the Purchaser that are disclosed in our invoices; or e) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with the Ex-Im Bank Credit/Guarantee/Insurance.

In addition, neither we nor anyone acting on our behalf, such as agents, have engaged or will engage in any activity in connection with this transaction that is a violation of the Foreign Corrupt Practices Act of 1977, 15 U.S.C. 78dd-1, et seq. (which provides for civil and criminal penalties against companies and



individuals who directly or indirectly make or facilitate corrupt payments to foreign officials to obtain or keep business).

Further, neither we nor anyone acting on our behalf in connection with this transaction are currently under charge or have been, within the past five years, convicted in any court or been subject to national administrative measures of any country for bribery of foreign public officials.

To the best of our knowledge, the Supply Contract/Purchase Order(s) and the performance by the parties of their respective obligations thereunder does not violate any applicable law.

5. Munitions List. Except as described on our attached statement, none of the Goods and Services are on the U.S. Munitions List (part 121 of Title 22 of the Code of Federal Regulations).

PART C: CHANGES AND EX-IM BANK RELIANCE

6. Changes to Certifications. With respect to Part A, we will promptly complete and submit an Amended Exporter's Certificate if there has been a "material change" in the U.S. Content Percentage (together with a copy of the completed "Disbursement Percentage Calculator" found at [www.exim.gov/disbursement-calculator](http://www.exim.gov/disbursement-calculator)) prior to any further presentation of invoices for payment. A "material change" in the U.S. Content Percentage occurs if (a) the U.S. Content Percentage has decreased by more than 5% (as compared to the U.S. Content Percentage reported in the initial Exporter's Certificate) and (b) aggregate foreign content is over 20% (i.e., the new U.S. Content Percentage is less than 80%).

With respect to Parts B or C, if any of the certifications made therein become untrue, we will promptly submit an amended Exporter's Certificate, noting the changes and with any required attachments, prior to any further presentation of invoices for payment.

7. Ex-Im Bank Reliance. With knowledge that Ex-Im Bank will rely on the certifications and representations made in this Exporter's Certificate, we agree we are liable for any damages suffered by Ex-Im Bank's reliance. We understand that these certifications are subject to the penalties for fraud provided in Article 18 U.S.C., Section 1001. We agree that presentation of invoices for payment under the Ex-Im Bank Credit/Guarantee/Insurance is a confirmation by us of the information and certifications made herein. By his signature, the person signing this Exporter's Certificate on behalf of the Exporter represents that he is fully authorized to do so. We agree to provide additional information with respect to any of the matters covered in this Exporter's Certificate upon Ex-Im Bank's reasonable written request.

[EXPORTER]

By: \_\_\_\_\_  
(Authorized Officer or Employee)

Name:  
Title:



## **INSTRUCTIONS TO EXPORTERS:**

### **Part A: Content**

The information provided in Part A will be used to determine the total amount of Ex-Im Bank guarantee, loan or insurance support for a transaction. Please refer to Ex-Im Bank's Fact Sheets on Foreign Content, Local Costs, and Ancillary Services at <http://www.exim.gov/products/index/.html> for a further explanation of Ex-Im Bank's content and cover policies.

### **Part B: Certifications**

The certifications in Part B cover those Goods and Services sourced from U.S. (or the Purchaser's country) and approved as eligible for coverage under an Ex-Im Bank Credit/Guarantee/Insurance. If you have any question about what Goods and Services are approved by Ex-Im Bank, please contact your Ex-Im Bank credit officer. For Long-Term transactions (credit over \$10MM or more than 7 years repayment), such "Goods and Services" are those listed in the current Acquisition List submitted by the Borrower to Ex-Im Bank.

### **Initial Exporter's Certificate**

The Exporter's Certificate must be completed by the Exporter and presented prior to the borrower's first request for disbursement related to that exporter's invoices under the Ex-Im Bank-supported credit. Exporter's Certificates are also to be completed by U.S. and non-U.S. providers of ancillary services (such as banking, financial advisor, technical consultant, and legal) that have been approved by Ex-Im Bank for financing under the Ex-Im Bank Credit/Guarantee/Insurance.

### **Amended Exporter's Certificates**

If an Amended Exporter's Certificate is required pursuant to Section 6 of the Exporter's Certificate, the Exporter should check the "Amended Exporter's Certificate" box at the top of the Certificate and note the change being reflected in the amended Certificate. The Exporter should contact the lender under an Ex-Im Bank Guarantee/Insurance transaction, or Ex-Im Bank if an Ex-Im Bank Credit, for instructions on where to send the Amended Exporter's Certificate.

Please note that a change to Part A (Content) requires the Exporter to attach a copy of the "Disbursement Percentage Calculator" to the Amended Exporter's Certificate. The Calculator allows the Exporter to calculate the new disbursement percentage for the transaction. The Calculator (and instructions) are found at <http://www.exim.gov/tools/disbcalc.html>. Changes to Sections 4 and 5 of Part B require the relevant Ex-Im Bank approval to be attached.

### **Links and Additional Information**

For information regarding the Exporter's Certificate (and other helpful facts), go to <http://www.exim.gov/>. Should you have any further questions regarding the Exporter's Certificate, please call Ex-Im Bank's Operations Division at (202) 565-3470. For insurance transactions, please contact your insurance broker or appropriate Ex-Im Bank regional office.

## **CONTENT REPORTS AND AGGREGATE FOREIGN CONTENT CAUSE REPORTS:**

For informational and reporting purposes only, Ex-Im Bank requests that Exporters submit Content Reports and an annual Aggregate Foreign Content Cause Report. Under Medium-Term transactions a Content Report should be submitted with the Application for Ex-Im Bank support. Under Long-Term transactions the Content Report should be submitted with the initial Exporter's Certificate. If at the completion of the work performed under a Supply Contract/Purchase Order(s), the foreign content amount changed by one percentage point or more of the value of the Net Contract Price, Exporters should submit a final revised Content Report within 60 days. Ex-Im Bank may contact Exporters to reconfirm the information provided in the Content Report.



Exporters are requested to submit an annual Aggregate Foreign Content Cause Report containing information about the reasons for foreign content in Supply Contract/Purchase Orders.

The processing or approval of, or disbursements under, an Ex-Im Bank Credit/Guarantee/Insurance transaction will **not** be affected by the submission (or not) of Content Reports or Aggregate Foreign Content Cause Reports.

Content Report and Aggregate Foreign Content Cause Report forms and instructions can be found at <http://www.exim.gov/pub/txt/eib01-02.doc> and <http://www.exim.gov/pub/txt/eib01-02a.doc> respectively. Should you have any questions regarding the Content Report or Aggregate Foreign Content Cause Report, please call the Policy & Planning Group at (202) 565-3760.



REQUEST FOR REIMBURSEMENT TO BORROWER'S ACCOUNT

\_\_\_\_\_, 20\_\_

Export-Import Bank of the United States  
811 Vermont Avenue, N.W.  
Washington, DC 20571

Attention: Operations Division

Subject: Ex-Im Bank Transaction No. AP084374XX - Dominican Republic  
[Name of Borrower] ("Borrower")  
Request for Disbursement No.

Ladies and Gentlemen:

In accordance with the terms and conditions of the Credit Agreement (as amended, modified and supplemented and in effect from time to time, the "Agreement"), dated as of \_\_\_\_\_, 20 \_\_, by and among the Borrower, [the Ex-Im Facility Agent] as Ex-Im Facility Agent[, name any other parties] and the Export-Import Bank of the United States ("Ex-Im Bank"), we hereby request Ex-Im Bank to make a Disbursement under the Credit thereby established in the amount set forth below, with the Reimbursement amount thereof being paid to the account of [identify the Borrower's account as it is carried on the books of the payee bank] [complete name and address of the payee bank] [./]/[, and with the Exposure Fee amount thereof being retained by Ex-Im Bank.]

Reimbursement amount	U.S.\$ _____
[Exposure Fee amount	U.S.\$ _____]
TOTAL Disbursement	U.S.\$ _____

We attach our Itemized Statement of Payments dated \_\_\_\_\_, 20\_\_.

We hereby certify with respect to the payments made by us for the Eligible Goods and Services specified in the attached Itemized Statement of Payments that:

<sup>1</sup> If this is the first Disbursement in a transaction with a financed "up front" Exposure Fee, the entire amount of the Exposure Fee set forth in Section 7.01(a)(ii) should be specified here. In all other cases, the financed Exposure Fee applicable to the Financed Portion should be specified.



1. All such payments were made exclusively for the purchase in the United States of Eligible Goods and Services, and such Eligible Goods and Services will be used for lawful purposes in accordance with the terms of the Agreement

2. We have not previously requested Disbursements on account of these payments.

3. Copies of invoices and bills of lading (accompanied by evidence that the Exporter/Ancillary Services Provider has been paid) and other documents required by Ex-Im Bank's "Utilization Procedures" (set forth in Annex B to the Agreement) relating to the Eligible Goods and Services specified in the attached Itemized Statement of Payments are submitted herewith.

4. All of those goods that have been or will be transported to the Borrower's County on ocean vessels have been or will be shipped on vessels of U.S. registry, except to the extent that a waiver of this requirement has been obtained from the U.S. Maritime Administration.

We further certify that:

- (i) [we have]<sup>2</sup> paid the exact amounts set forth in the attached Itemized Statement of Payments for the Eligible Goods and Services specified therein;
- (ii) The Local Cost Goods could not reasonably have been procured from the United States on similar commercial terms;
- (iii) we have not, and to the best of our knowledge and belief, each Exporter (and each Ancillary Services Provider, if any) has not, and will not, agree to, offer to, cause to, arrange for or receive, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with Eligible Goods and Services or any Supply Contract or the Credit, except for (a) the regular remuneration of regular full-time directors, officers and employees; (b) regular commissions or fees, if any, to regular sales agent or representative and readily identifiable on the party's books and records as to amount, purpose and recipient; or (c) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with the Credit;

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<sup>2</sup> If someone other than the Borrower (i.e., including but not limited to the Purchaser or Authorized End User) is paying the invoices for the Eligible Goods and Services, replace the bracketed language with the following instead: "to the best of our knowledge and belief after due inquiry, the [Purchaser]/[Authorized End User]/[other entity] has".



- (iv) as of the date of this request, no Potential Default or Event of Default has occurred and is continuing (or shall result from the making of the requested Disbursement); and
- (v) as of the date of this request, the representations and warranties made by us in the Agreement are true.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

Very truly yours,

[BORROWER]

By: \_\_\_\_\_  
(Signature)<sup>3</sup>

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_  
(Print)

Enclosures

Itemized Statement of Payments and supporting documents

<sup>3</sup> May only be signed by one (or more, if required) of the authorized representatives designated by the Borrower pursuant to Section 7.01(d) of the Agreement.



REIMBURSEMENT PROCEDURE

EXHIBIT 2(a)  
to Annex B

ITEMIZED STATEMENT OF PAYMENTS<sup>1</sup>

\_\_\_\_\_, 20\_\_

Ex-Im Bank Transaction No. AP084374XX - Dominican Republic  
Attachment to Request for Reimbursement No. \_\_\_\_\_,  
[Exporter][Ancillary Services Provider]: \_\_\_\_\_,  
Supply Contract No(s): \_\_\_\_\_  
Date of Exporter's Certificate: \_\_\_\_\_

<u>Invoice No.</u>	<u>Date of Payment</u>	<u>Amount of Payment<sup>2</sup> U.S.\$</u>	<u>Brief Description of Good/Service<sup>3</sup></u>	<u>Bill of Lading Date/No.</u>	<u>Remarks</u>
--------------------	------------------------	---	--	--------------------------------	----------------



TOTAL U.S.\$ \_\_\_\_\_ TOTAL AMOUNT OF PAYMENTS  
U.S.\$ \_\_\_\_\_ REIMBURSEMENT AMOUNT at \_\_\_\_\_%<sup>4</sup>

<sup>1</sup> Complete one page per Exporter (or Ancillary Services Provider).

<sup>2</sup> If the amount of payment is not for the total invoice value, explain in Remarks.

<sup>3</sup> Description must match that provided in the Acquisition List.

<sup>4</sup> Total U.S. Invoice Value multiplied by the lesser of: (i) 85%, (ii) the U.S. Content Percentage from the most recently delivered Exporter's Certificate and (iii) the Disbursement Percentage (if any) from such Exporter's Certificate.

NOTE: PLEASE COMPLETE ONE PAGE PER EXPORTER (OR ANCILLARY SERVICE PROVIDER)

REQUEST FOR LOCAL COST REIMBURSEMENT TO BORROWER'S ACCOUNT

\_\_\_\_\_, 20\_\_

Export-Import Bank of the United States  
811 Vermont Avenue, N.W.  
Washington, DC 20571  
Attention: Operations Division

Subject: Ex-Im Bank Transaction No. AP084374XX - Dominican Republic  
[Borrower] ("Borrower")  
Request for Disbursement No. \_\_\_\_\_

Ladies and Gentlemen:

In accordance with the terms and conditions of the Credit Agreement (as amended, modified and supplemented and in effect from time to time, the "Agreement"), dated as of \_\_\_\_\_, 20\_\_, by and among the Borrower, the [the Ex-Im Facility Agent] as Ex-Im Facility Agent[, name any other parties] and the Export-Import Bank of the United States ("Ex-Im Bank"), we hereby request Ex-Im Bank to make a Disbursement under the Credit thereby established in the amount set forth below, with the Reimbursement amount thereof being paid to the account of [identify the Borrower's account as it is carried on the books of the payee bank] [complete name and address of the payee bank] [.] [, and with the Exposure Fee amount thereof being retained by Ex-Im Bank.]

Reimbursement amount	U.S.\$ _____
[[Exposure Fee amount]	U.S.\$ _____
TOTAL Disbursement	U.S.\$ _____]] <sup>1</sup>

We attach our Itemized Statement of Payments dated \_\_\_\_\_, 20\_\_.

We hereby certify with respect to the payments made by us for the Local Cost Goods and Services specified in the attached Itemized Statement of Payments that:

1. All such payments were made exclusively for the purchase in [name of Borrower's Country] of Local Cost Goods and Services originated or manufactured in [name of

<sup>1</sup> If this is the first Disbursement in a transaction with a financed "up front" Exposure Fee, the entire amount of the Exposure Fee set forth in Section 7.01(a)(ii) should be specified here. In all other cases, the financed Exposure Fee applicable to the Financed Portion should be specified.



Borrower's Country], and that these Local Cost Goods and Services will be used for lawful purposes in accordance with the terms of the Agreement.

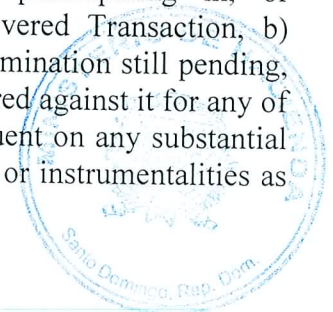
2. We have not previously requested Disbursements on account of these payments.

3. Copies of invoices (accompanied by evidence that the Local Cost Provider has been paid) and other documents required by Ex-Im Bank's "Utilization Procedures" (set forth in Annex B to the Agreement) relating to the Local Cost Goods and Services specified in the attached Itemized Statement of Payments are submitted herewith.

4. The Local Cost Goods and Services covered by the enclosed invoices consist of services performed for, or goods accepted by, the [Borrower][Purchaser][Authorized End-User].

We further certify that:

- (i) we have paid the exact amounts set forth in the attached Itemized Statement of Payments for the Local Cost Goods and Services specified therein;
- (ii) the Local Cost Goods could not reasonably have been procured from the United States on similar commercial terms;
- (iii) we have not and, to the best of our knowledge and belief after due investigation and inquiry, the Local Cost Provider has not, and will not, agree to, offer to, cause to, arrange for or receive, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with Local Cost Goods and Services or the Supply Contract(s) or the Credit, except for a) the regular remuneration of regular full-time directors, officers and employees; b) regular commissions or fees, if any, to regular sales agent or representative and readily identifiable on the party's books and records as to amount, purpose, and recipient; or c) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with the Credit;
- (iv) as of the date of this request, no Potential Default or Event of Default has occurred and is continuing (or shall result from the making of the requested Disbursement);
- (v) To the best of our knowledge and belief after due investigation and inquiry, the Local Cost Provider has not within the past 3 years been a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in, a Covered Transaction, b) formally proposed for debarment, with a final determination still pending, c) indicted, convicted or had a civil judgment rendered against it for any of the offenses listed in the Regulations, or d) delinquent on any substantial debts owed to the U.S. Government or its agencies or instrumentalities as



of the date of execution of this certification. All capitalized terms not defined herein shall have the meanings set forth in the Government-wide Non-procurement Suspension and Debarment Regulations - Common Rule (Regulations); and

- (vi) as of the date of this request, the representations and warranties made by us in the Agreement are true.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

Very truly yours,

[BORROWER]

By: \_\_\_\_\_  
(Signature)<sup>2</sup>

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_  
(Print)

Enclosures

Itemized Statement of Payments – Local Costs and supporting documents



<sup>2</sup> May only be signed by one (or more, if required) of the authorized representatives designated by the Borrower pursuant to Section 6.01[(d)] of the Agreement.

REIMBURSEMENT PROCEDURE

EXHIBIT 3(a)  
to Annex B

ITEMIZED STATEMENT OF PAYMENTS – LOCAL COSTS

\_\_\_\_\_, 20\_\_

Ex-Im Bank Transaction No. AP084374XX - Dominican Republic  
Attachment to Request for Reimbursement No. \_\_\_\_\_  
Local Cost Provider: \_\_\_\_\_  
Supply Contract No(s): \_\_\_\_\_  
Date of Exporter's Certificate: \_\_\_\_\_

Invoice No. _____	Date of Payment	Amount of Payment as invoiced <sup>1</sup>	Brief Description of Local Good/Service <sup>2</sup>	Remarks
-------------------	-----------------	--	--	---------

\_\_\_\_\_ TOTAL PAYMENTS (INDICATE CURRENCY)<sup>3</sup>  
\$ \_\_\_\_\_ TOTAL PAYMENTS IN US DOLLARS

If the above Invoices were submitted and paid in local currency, indicate the total local currency amount as of the date of the Request for Local Cost Reimbursement to Borrower's Account and the U.S.\$ equivalent that is determined using the relevant exchange rate indicated in Section 3.01(c) of the Credit Agreement.



<sup>1</sup> Specify amount paid as invoiced (US Dollars or local currency). If the amount of payment is not for the total invoice value, explain in Remarks

<sup>2</sup> Description must match that provided in the Acquisition List.

<sup>3</sup> If invoices were submitted and paid in local currency, indicate the total local currency amount as of the date of the Request and the U.S.\$ equivalent at the indicated exchange rate from Section 3.01(c) of the Credit Agreement.

NOTE: PLEASE COMPLETE ONE PAGE PER LOCAL COST PROVIDER



[NAME OF EXPORTER/ANCILLARY SERVICES PROVIDER/LOCAL COST PROVIDER/BORROWER/APPLICANT]<sup>1</sup>

By: \_\_\_\_\_  
(Authorized Officer or Employee)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_  
(Print)

Address<sup>2</sup> \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



<sup>1</sup> Include Dun & Bradstreet Number.

<sup>2</sup> Include Zip Code of company facility that produced the relevant goods or services.

REQUEST FOR ISSUANCE OF REIMBURSEMENT UNDERTAKING

\_\_\_\_\_, 20\_\_

Export-Import Bank of the United States  
811 Vermont Avenue, N.W.  
Washington, DC 20571

Attention: Operations Division  
Subject: Ex-Im Bank Credit No. AP084374XX - Dominican Republic  
[Name of Borrower] ("Borrower")  
Request for Issuance of Reimbursement Undertaking

Ladies and Gentlemen:

Ladies and Gentlemen:

In accordance with the terms and conditions of the Credit Agreement (as amended, modified and supplemented and in effect from time to time, the "Agreement"), dated as of \_\_\_\_\_, 20\_\_, by and among the Borrower, the [the Ex-Im Facility Agent] as Ex-Im Facility Agent[, name of any other parties to Agreement] and the Export-Import Bank of the United States ("Ex-Im Bank"), we enclose for your approval three copies of a proposed Letter of Credit No. \_\_\_\_\_ ("Proposed L/C"), prepared by [name of L/C Bank].

Identifying data with respect to the Proposed L/C are as follows:

Beneficiary:

Amount: U.S.\$

Expiry Date:

Description of Eligible Goods and/or Eligible Services being purchased:

Reference Numbers from Acquisition List:



If the terms and conditions of this letter of credit meet with your approval, please issue a Reimbursement Undertaking to [Name of L/C Bank] with respect to payments to be made under this Letter of Credit.

CERTIFICATE

We hereby certify that:

- (i) all the payments to be made under the Proposed L/C will be made exclusively for the purchase in the United States of U.S. Contract Goods and Services [or for the purchase in [name of Borrower's Country] of Local Cost Goods and Services originated or manufactured in [name of Borrower's Country], and such Eligible Goods and Services will be used for lawful purposes in accordance with the terms of the Agreement.
- (ii) the Local Cost Goods could not reasonably have been procured from the United States on similar commercial terms.
- (iii) we have not, and to the best of our knowledge and belief, the beneficiary of the Proposed L/C has not, and will not, agree to, offer to, cause to, arrange for or receive, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with Eligible Goods and Services or the Supply Contract(s) or the Credit, except for a) the regular remuneration of regular full-time directors, officers and employees; b) regular commissions or fees, if any, to regular sales agent or representative and readily identifiable on the party's books and records as to amount, purpose and recipient; or c) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with the Credit;
- (iv) as of the date of this request, no Potential Default or Event of Default has occurred and is continuing which constitutes, or but for the requirement of giving notice or lapse of time, or both, would constitute, an Event of Default under the provisions of the Agreement; and
- (v) as of the date of this request, the representations and warranties made by us in the Agreement are true.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

Very truly yours

[BORROWER]

By<sup>1</sup>: \_\_\_\_\_



<sup>1</sup> May only be signed by one (or more, if required) of the authorized representatives designated by the Borrower pursuant to Section 7.01(c) of the Agreement.

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Enclosures

3 copies of Proposed L/C

1 copy of Exporter's pro forma invoice

Purchase contract, or other document covering purchase

Original executed Exporter's Certificate

Anti-Lobbying Certificate (original executed, unless previously provided)



REQUEST FOR ISSUANCE OF AMENDED  
REIMBURSEMENT UNDERTAKING

Date \_\_\_\_\_, 20\_\_

Export - Import Bank of the United States  
811 Vermont Avenue, N.W.  
Washington, D.C. 20571  
Attention: Operations Division

Subject: Ex-Im Bank Transaction No. AP084374XX - Dominican Republic  
\_\_\_\_\_ (the "Borrower")  
Request for Issuance of Amended Reimbursement Undertaking

Ladies and Gentlemen:

In accordance with the terms and conditions of the Credit Agreement (as amended, modified and supplemented and in effect from time to time, the "Credit Agreement") dated as of \_\_\_\_\_, 20\_\_, by and among the Borrower, [the Ex-Im Facility Agent] as Ex-Im Facility Agent[, name of any other parties to Agreement] and Export-Import Bank of the United States ("Ex-Im Bank"), we enclose for your approval three copies of a proposed amendment ("Amendment") to Letter of Credit No. \_\_\_\_\_ ("Letter of Credit"), prepared by [name of L/C Bank]. The Letter of Credit needs to be amended because [list reason(s)].

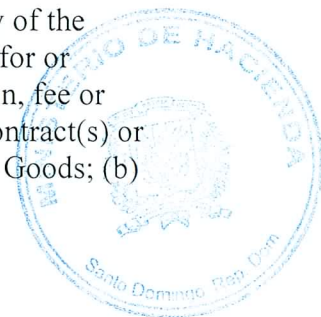
If this Amendment meets with your approval, please issue to [Name of L/C Bank] an amended Reimbursement Undertaking with respect to Letter of Credit No. \_\_\_\_\_ to cover the amended terms and conditions of such Letter of Credit.

CERTIFICATE

We hereby certify that:

(i) all the payments to be made under the Letter of Credit, as amended (the "Amended Letter of Credit") will be made exclusively for the purchase in the United States of Eligible Goods and Services and such Eligible Goods and Services will be used for lawful purposes in accordance with the terms of the Credit Agreement;

(ii) we have not, and to the best of our knowledge and belief, the beneficiary of the Amended Letter of Credit has not, and will not, agree to, offer to, cause to, arrange for or receive, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with the Eligible Goods and Services or the Supply Contract(s) or the Credit, except for (a) payment of manufacturing costs or for the purchase of the Goods; (b)



regular remuneration of regular full-time directors, officers and employees; (c) regular commissions or fees, if any, to regular sales agents, brokers or representatives and readily identifiable on the relevant party's books and records as to amount, purpose and recipient; (d) any discounts, allowances or rebates that are disclosed in invoices from the beneficiary of the Amended Letter of Credit and (e) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in either case in connection with the Credit;

(iii) as of the date of this request, no Potential Default or Event of Default has occurred and is continuing which constitutes, or but for the requirement of the giving of notice or lapse of time, or both, would constitute, an Event of Default under the Credit Agreement; and

(iv) as of the date of this request, the representations and warranties made by us in the Credit Agreement are true.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement.

Very truly yours,

[BORROWER]

By: \_\_\_\_\_  
(Signature)<sup>1</sup>

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_  
(Print)

Enclosures

- 3 copies of proposed Amendment
- 1 copy of purchase order, supply contract or other document evidencing need for amendment



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<sup>1</sup>May only be signed by one (or more, if required) of the authorized representatives designated by the Borrower pursuant to Section 7.01[(d)] of the Credit Agreement.

REQUEST TO AMEND LETTER OF CREDIT

\_\_\_\_\_, 20\_\_

[Name of L/C Bank]  
[Address of L/C Bank]

Subject: Ex-Im Bank Transaction No. AP084374XX - Dominican Republic  
\_\_\_\_\_ (the "Borrower")  
Request to Amend Letter of Credit No. \_\_\_\_

Ladies and Gentlemen:

In accordance with the terms and conditions of the Credit Agreement (as amended, modified and supplemented and in effect from time to time, the "Credit Agreement") dated as of \_\_\_\_\_, 20\_\_, by and among the Borrower, the [Ex-Im Facility Agent] as Ex-Im Facility Agent[, name of any other parties to Agreement] and Export-Import Bank of the United States ("Ex-Im Bank"), and with the application for Letter of Credit No. \_\_\_\_\_ ("Letter of Credit"), we hereby request the issuance of an amendment (in accordance with the UCP) to said Letter of Credit (an "L/C Amendment") in order to (place an "x" next to each applicable request):

- Allow sufficient time for the presentation of all documents and the making of all Letter of Credit disbursements by extending the expiry date to the earlier of: (i) \_\_\_\_\_; and (ii) the Final Disbursement Date deemed by Ex-Im Bank to be effective under the Credit;
- Extend the final shipment date to the earlier of: (i) \_\_\_\_\_; and (ii) the Letter of Credit's expiry date;
- Permit partial shipment(s);
- Permit transshipments in accordance with the provisions of 46 U.S.C. §1241-1 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended);
- Permit shipment(s) by any airline rather than ocean vessel; we acknowledge that air waybill(s) will be required with respect to such shipment(s) instead of ocean bill(s) of lading;
- Permit a reduction of the Letter of Credit's face amount; we enclose each beneficiary's consent to this request;
- Permit "on-deck" shipment(s);



Permit a change in the address of [NAME OF BENEFICIARY], a beneficiary, to the following street address located in the United States:

\_\_\_\_\_  
\_\_\_\_\_;

Permit ocean shipment(s); we acknowledge that signed, clean, on-board ocean bill(s) of lading will be required with respect to such shipment(s) and that such bill(s) of lading will evidence shipment(s) on ocean vessel(s) of either (i) U.S. registry or (ii) non-U.S. registry pursuant to a MARAD waiver of the provisions of 46 U.S.C. §55304 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended);

Permit the following language or spelling changes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We certify that the requested changes (x) will not constitute or give rise to a material change in the terms and conditions of the Letter of Credit, and (y) are requested in order to: (i) correct a typographical error; (ii) correct an omission; or (iii) clarify otherwise ambiguous language;

Permit changes made on account of requirements for the following consularized document(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We certify that the requested change(s) shall not result in the modification or elimination of a commercial invoice, which we recognize is a necessary document for presentation;

Permit acceptance of “stale” documents or documents which are presented or are to be presented later than 21 calendar days from the related shipment date; provided, that such documents are dated no earlier than the date referred to in Section 2.01 of the Credit Agreement;

Permit the change of either: (i) the originating port or originating airport to a different U.S. port or U.S. airport or (ii) the port of destination or airport of destination to a different port located in the Borrower’s Country or a different airport located in the Borrower’s Country;

Permit changes in the number of copies of documents to be presented by a beneficiary, which changes do not result in the deletion or modification in the terms of a document required for presentation;

The Letter of Credit needs to be amended because [list reason(s)].<sup>1</sup>

<sup>1</sup> Describe the facts or circumstances that justify the amendment.



If this L/C Amendment is acceptable to the L/C Bank, please issue such L/C Amendment in accordance with the UCP.

### CERTIFICATE

We hereby certify that:

(i) all the payments to be made under the L/C Amendment will be made exclusively for the purchase in the United States of Eligible Goods and Services and such Eligible Goods and Services will be used for lawful purposes in accordance with the terms of the Credit Agreement;

(ii) we have not, and to the best of our knowledge and belief, the beneficiary of the L/C Amendment has not, and will not, agree to, offer to, cause to, arrange for or receive, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with Eligible Goods and Services or the Supply Contract(s) or the Credit, except for (a) payment of manufacturing costs or for the purchase of the Eligible Goods; (b) regular remuneration of regular full-time directors, officers and employees; (c) regular commissions or fees; if any, to regular sales agents, brokers or representatives and readily identifiable on the relevant party's books and records as to amount, purpose and recipient; (d) any discounts, allowances or rebates that are disclosed in invoices from the beneficiary of the L/C Amendment; and (e) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank, in either case in connection with the Credit;

(iii) as of the date of this request, no Potential Default or Event of Default has occurred and is continuing which constitutes, or but for the requirement of the giving of notice or lapse of time, or both, would constitute, an Event of Default under the Credit Agreement; and

(iv) as of the date of this request, the representations and warranties made by us in the Credit Agreement are true.

The person executing this request on behalf of the Borrower hereby represents and warrants to Ex-Im Bank that he or she is duly authorized to do so.



Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Agreement.

Very truly yours,

[BORROWER]

By: \_\_\_\_\_  
(Signature)<sup>1</sup>

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_  
(Print)

Enclosures

3 copies of Amendment

1 copy of purchase order or other document evidencing need for the proposed L/C Amendment



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<sup>1</sup> May only be signed by one (or more, if required) of the authorized representatives designated by the Borrower pursuant to Section 6.01(c) of the Agreement.

L/C PROCEDURE

Annex B  
Exhibit 8

NOTICE OF LETTER OF CREDIT AMENDMENT

Date \_\_\_\_\_, 20\_\_

Export-Import Bank of the United States  
811 Vermont Avenue, N.W.  
Washington, DC 20571  
Attention: Operations Division

Subject: Ex-Im Bank Transaction No. AP084374XX - Dominican Republic  
\_\_\_\_\_ (the "Borrower")  
Reimbursement Undertaking dated [Date]

Ladies and Gentlemen:

In accordance with the terms and conditions of the Master Reimbursement Agreement (Direct Loans) dated as of \_\_\_\_\_, 20\_\_, by and between [Name of L/C Bank] and the Export Import Bank of the United States ("Ex-Im Bank"), we hereby notify you of an amendment to Letter of Credit No. \_\_\_\_\_ ("Letter of Credit") issued by us in accordance with the terms of the Borrower's Request to Amend Letter of Credit, dated as of \_\_\_\_\_, 20\_\_ ("Borrower's Request") and the UCP. Enclosed herewith are copies of the Borrower's Request and its accompanying documents, along with a copy of the Letter of Credit amendment, as issued (the "L/C Amendment").

Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Credit Agreement, dated as of \_\_\_\_\_, 20\_\_, by and among the [Borrower], [the Ex-Im Facility Agent] and Ex-Im Bank (the "Credit Agreement").

The L/C Amendment was approved in order to (place an "x" next to each applicable change):

- Allow sufficient time for the presentation of all documents and the making of all Letter of Credit disbursements by extending the expiry date to the earlier of: (i) \_\_\_\_\_; and (ii) the Final Disbursement Date deemed by Ex-Im Bank to be effective under the Credit;
- Extend the final shipment date to the earlier of: (i) \_\_\_\_\_; and (ii) the Letter of Credit's expiry date;
- Permit partial shipment(s);



Permit transshipments in accordance with the provisions of 46 U.S.C. §1241-1 Public Resolution No. 17 of the 73rd Congress of the United States, as amended);

Permit shipment(s) by any airline rather than ocean vessel; we acknowledge that air waybill(s) will be required with respect to such shipment(s) instead of ocean bill(s) of lading;

Permit a reduction of the Letter of Credit's face amount; we enclose each beneficiary's consent to this request;

Permit "on-deck" shipment(s);

Permit a change in the address of [NAME OF BENEFICIARY], a beneficiary, to the following street address located in the United States:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Permit ocean shipment(s); we acknowledge that signed, clean, on-board ocean bill(s) of lading will be required with respect to such shipment(s) and that such bill(s) of lading will evidence shipment(s) on ocean vessel(s) of either (i) U.S. registry or (ii) non-U.S. registry pursuant to a MARAD waiver of the provisions of 46 U.S.C. §1241-1 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended);

Permit the following language or spelling changes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

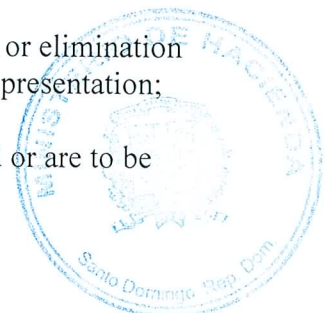
We certify that the requested changes (x) will not constitute or give rise to a material change in the terms and conditions of the Letter of Credit, and (y) are requested in order to: (i) correct a typographical error; (ii) correct an omission; or (iii) clarify otherwise ambiguous language;

Permit changes made on account of requirements for the following consularized document(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We certify that the requested change(s) shall not result in the modification or elimination of a commercial invoice, which we recognize is a necessary document for presentation;

Permit acceptance of "stale" documents or documents which are presented or are to be



presented later than 21 calendar days from the related shipment date, provided that such documents are dated no earlier than the date referred to in Section 2.01 of the Credit Agreement;

- Permit the change of either: (i) the originating port or originating airport to a different U.S. port or U.S. airport or (ii) the port of destination or airport of destination to a different port located in the Borrower's Country or a different airport located in the Borrower's Country;
- Permit changes in the number of copies of documents to be presented by a beneficiary, which changes do not result in the deletion or modification in the terms of a document required for presentation;

The reason(s) for amending the Letter of Credit are set forth in the Borrower's Request.

### CERTIFICATE

We hereby certify that the Borrower's Request complies in form and substance with Annex E to the Master Reimbursement Agreement, and that the Borrower has made all certifications set forth therein.

The Person who is executing this notice on behalf of the L/C Bank hereby represents and warrants to Ex-Im Bank that [he/she] is duly authorized to do so.

Very truly yours,

[L/C BANK]

By: \_\_\_\_\_  
(Signature)<sup>1</sup>

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_  
(Print)

#### Enclosures

- 1 copy of the Borrower's Request and attachments thereto
- 1 copy of the L/C Amendment

<sup>1</sup> May only be signed by an authorized representative of the L/C Bank.



## LETTERHEAD OF CONSULTOR JURIDICO DEL PODER EJECUTIVO

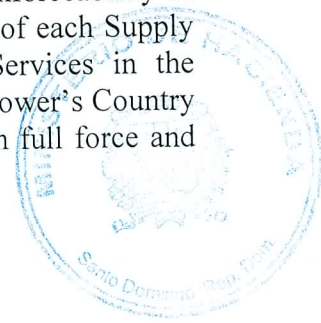
We have been and are acting as Consultor Jurídico del Poder Ejecutivo of The Dominican Republic and in that capacity we are counsel to The Dominican Republic, acting by and through its Ministry of Finance (the "Borrower"). You have requested our opinion as to certain matters concerning the Credit Agreement (the "Agreement") dated as of \_\_\_\_\_, 20\_\_, among the Borrower, BNP Paribas, a financial institution organized and existing under the laws of the French Republic (the "Ex-Im Bank Facility Agent"), and the Export-Import Bank of the United States ("Ex-Im Bank"). Terms not otherwise defined in this opinion shall have the meanings assigned to them in the Agreement.

In connection with this opinion, we have reviewed such matters of law, and have examined originals, or copies identified to our satisfaction, of such agreements, corporate records, public records, communications of public officials, and other documents and instruments, as we have considered necessary or appropriate.

Based upon the foregoing we are of the opinion that:

(1) Existence and Authority. The Borrower has the full power, authority, and legal right to carry on its activities as now conducted, and to execute, deliver, perform, and observe the terms and conditions of the Agreement and the other Borrower Documents. The Borrower has taken all actions necessary or advisable to authorize it to execute, deliver, perform, and observe the terms and conditions of the Agreement and the other Borrower Documents. Congress approval is required and has been obtained with respect to the Borrower's obligations under the Agreement. Such action of Congress and all other constitutional and other actions have been taken that are necessary or advisable to (i) authorize the Borrower to execute, deliver, perform and observe the terms and conditions of the Agreement and the other Borrower Documents; and (ii) authorize each officer of the Borrower who has signed the Agreement and the other Borrower Documents on or before the date hereof to take such action. The Borrower has full legal right, power and authority to pledge the full faith and credit of the Borrower's Country under the terms of the Agreement and any Note.

(3) Government Authorizations. All consents, licenses, authorizations, and approvals of and exemptions by any Governmental Authority in the Borrower's Country and, to my knowledge, any governmental authorities within the United States or elsewhere that are necessary or advisable: (i) for the execution, delivery, performance, and observance by the Borrower of the Borrower Documents; (ii) for the validity, binding effect, and enforceability of the Borrower Documents; and (iii) for the execution, delivery, and performance of each Supply Contract, the importation of Goods, and use of the Eligible Goods and Services in the Borrower's Country; and (iv) for the pledge of the full faith and credit of the Borrower's Country by the Borrower under the Borrower Documents; have been obtained and are in full force and



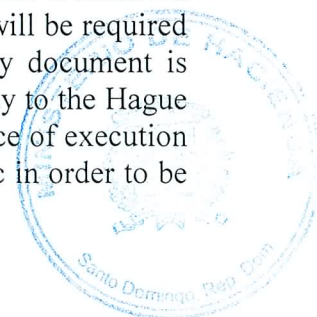
effect. Without limiting the generality of the previous sentence, all legal requirements of the Borrower's Country with respect to the availability and transfer of foreign exchange (including Dollars) required to make all payments due under the Agreement and each Note have been satisfied.

(4) Recordation. Except for the registration of the Credit at the Public Credit Department of the Borrower, to ensure the legality, validity, enforceability, priority, or admissibility in evidence in the Borrower's Country of any of the Borrower Documents, including, without limitation, the pledge by the Borrower of the full faith and credit of the Borrower's Country set forth therein, it is not necessary that any of the Borrower Documents be registered, recorded, enrolled or otherwise filed with any court or or Governmental Authority in the Borrower's Country or Other Governmental Authority, or notarized; or that any documentary, stamp or other similar tax, imposition, or charge of any kind be paid on or in respect of any of the Borrower Documents.

(5) Restrictions. The execution, delivery, and performance, or observance by the Borrower of the terms of and consummation by the Borrower of the transactions contemplated by each of the Borrower Documents does not and will not conflict with or result in a breach or violation of: (i) any treaty or other agreement to which the Borrower's Country is subject; (ii) any law of the Borrower's Country or any other ordinance, decree, constitutional provision, regulation or other requirement of any Governmental Authority in the Borrower's Country (including, without limitation, any restriction on interest that may be paid by the Borrower); or (iii) any order, writ, injunction, judgment, or decree of any court or other tribunal. Furthermore, the execution, delivery, and performance or observance by the Borrower of the terms of and consummation by the Borrower of the transactions contemplated by each of the Borrower Documents does not and will not conflict with or result in a breach of any treaty or other agreement or instrument to which the Borrower is a party, or by which it or any of its revenues, properties or assets may be subject, or result in the creation or imposition of any Lien upon any of the revenues, properties, or assets of the Borrower pursuant to any such treaty or other agreement or instrument.

(6) Conflict of Laws and Enforceability.

(i) Under the conflict of laws principles in the Borrower's Country, the choice of law provisions of the Agreement and each Note are valid, binding, and not subject to revocation by the Borrower, and in any proceedings brought in the Borrower's Country for enforcement of any of the Borrower Documents, the choice of the law of the State of New York as the governing law of such documents will be recognized and such law will be applied. To ensure the legality, validity, enforceability and admissibility in evidence of each Borrower Document that is governed by New York, in the Dominican Republic, each document originally executed in English must be translated into Spanish by a Judicial Interpreter duly qualified in the Dominican Republic. In addition any document executed outside of the Borrower's Country will be required to be apostilled in accordance with the Hague Apostille Convention, or, if any document is executed outside the Dominican Republic, and in a jurisdiction which is not a party to the Hague Apostille Convention, be legalized by the nearest Dominican Consulate at the place of execution and registration before the Ministry of Foreign Affairs in the Dominican Republic in order to be



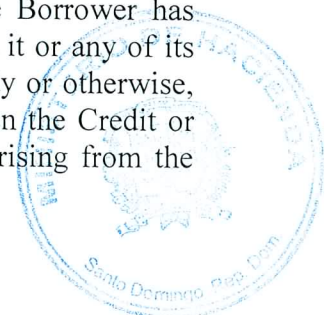
enforceable in the Borrower's Country. In the event any state or Federal court in the United States renders a final judgment against the Borrower under any of the Borrower Documents, the courts of the Borrower's Country would enforce the same without any further review on the merits, provided that an exequatur decision authorizing the validity of the award has been obtained from the relevant court of first instance in the Borrower's Country, which shall allow enforceability of such judgment in the Dominican Republic and conferring upon such court *res judicata*. The enforcement of a foreign judgment relating to any of the Borrower Documents would not be contrary to the law or public policy of the Borrower's Country, any international treaties binding in the Borrower's Country, or generally accepted principles of international law.

(ii) The Agreement and the other Borrower Documents, which the Borrower has duly executed on or before the date hereof, have also been duly authorized and delivered by the Borrower. The Borrower will also duly authorize, execute, and deliver each of the other Borrower Documents that may hereafter be required. Assuming that the Borrower Documents are legal, valid, binding, and enforceable under the law of the State of New York, each of the Borrower Documents that has been executed and delivered constitutes, and each of the Borrower Documents that may hereafter be executed and delivered will constitute, an obligation of the Borrower that is legal, valid, and binding upon the Borrower, enforceable against the Borrower in accordance with its respective terms, and for which the full faith and credit of the Borrower's Country is pledged.

(iii) Notwithstanding paragraph (i) above, if any of the Borrower Documents were, by their terms, governed by and construed in accordance with the law of the Borrower's Country, or if a court in the Borrower's Country were to apply the law of the Borrower's Country to any of the Borrower Documents, each of the Borrower Documents that has been executed and delivered, and each of the Borrower Documents that may hereafter be executed and delivered, would constitute an obligation of the Borrower that is legal, valid and binding upon the Borrower and enforceable against the Borrower in accordance with its respective terms, and for which the full faith and credit of the Borrower's Country is pledged.

(7) Submission to Jurisdiction, etc. The submission to jurisdiction, appointment for service of process, and waiver of security requirements by the Borrower set forth in Sections 11.02, 11.03, and 11.05 of the Agreement, respectively, are each effective and irrevocably binding on the Borrower. It is not necessary that the appointment for service of process described in said Section 11.03 be registered, recorded, or filed with any court or other authority in the Borrower's Country, be notarized, or any documentary, stamp or similar tax, imposition, or charge be paid on or in respect of such appointment.

(8) Commercial Activity. The Borrower Documents and the transactions contemplated thereby constitute public credit activities of the Borrower. The Borrower has waived, pursuant to Section 11.04 of the Agreement, any right of immunity that it or any of its assets has or may hereafter acquire, whether characterized as sovereign immunity or otherwise, from any legal proceedings in the Borrower's Country to enforce or collect upon the Credit or the Note(s), or any other liability or obligation of the Borrower related to or arising from the



transactions contemplated by any of the Borrower Documents. Such waiver is effective and irrevocably binding on the Borrower, and would be effective to waive any immunity to which the Borrower may become entitled in the future.

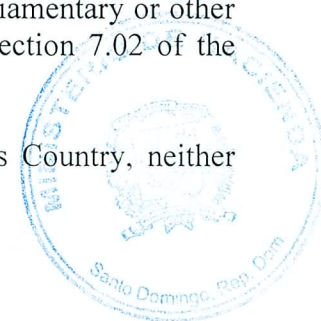
(9) Legal Form, Judgments, etc. The Agreement, the Note(s) and each of the other Borrower Documents are in proper legal form for enforcement against the Borrower in the Borrower's Country in the most expeditious manner available under the law of the Borrower's Country. To ensure the legality, validity, enforceability and admissibility in evidence of each Borrower Document that is governed by New York, in the Dominican Republic, each document originally executed in English must be translated into Spanish by a Judicial Interpreter duly qualified in the Dominican Republic. In addition any document executed outside of the Borrower's Country will be required to be apostilled in accordance with the Hague Apostille Convention, or, if any document is executed outside the Dominican Republic, and in a jurisdiction which is not a party to the Hague Apostille Convention, be legalized by the nearest Dominican Consulate at the place of execution and registration before the Ministry of Foreign Affairs in the Dominican Republic in order to be enforceable in the Borrower's Country. In the event any state or Federal court in the United States renders a final judgment against the Borrower under any of the Borrower Documents, the courts of the Borrower's Country would enforce the same without any further review on the merits, provided that an exequatur decision authorizing the validity of the award has been obtained from the relevant court of first instance in the Borrower's Country, which shall allow enforceability of such judgment in the Dominican Republic and conferring upon such court *res judicata*. The enforcement of a foreign judgment relating to any of the Borrower Documents would not be contrary to the law or public policy of the Borrower's Country, any international treaties binding in the Borrower's Country, or generally accepted principles of international law.

(10) Pari Passu. The payment obligations of the Borrower under the Agreement and the Note(s) will at all times constitute the direct, general, and unconditional obligations of the Borrower, and rank, in all respects, pari passu in priority of payment and in right of security with all other unsecured debt of the Borrower.

(11) Legal Proceedings. No legal proceedings are pending or, to the best of the undersigned's knowledge, threatened before any court, any Governmental Agency, or any Other Governmental Agency that might (i) performance or observance of the terms and conditions of any of the Borrower Documents; or (ii) in any other manner question the validity, binding effect, or enforceability of any of the Borrower Documents.

(12) No Taxes. Subject to approval by the Congress of the exemption established in the Agreement, pursuant to the Tax Code of the Borrower's Country, there is no Tax imposed on or in connection with: (i) the execution, delivery, or performance of any of the Borrower Documents; (ii) the enforcement of any of the Borrower Documents; or (iii) any payment to be made to Ex-Im Bank under any of the Borrower Documents. No special Parliamentary or other approval is required for the amount of the gross-up required pursuant to Section 7.02 of the Agreement.

(13) Licensing & Qualification. Under the law of the Borrower's Country, neither



Ex-Im Bank nor the Ex-Im Bank Facility Agent will, by reason of its entering into the Borrower Documents, performing its obligations, and enforcing its rights thereunder: (i) be required to be qualified, licensed, or otherwise entitled to do business in the Borrower's Country, or be required to comply with any requirement as to foreign registration or qualification in the Borrower's Country; (ii) be subject to taxation in the Borrower's Country; or (iii) be required to make any filing with any court or other Governmental Authority in the Borrower's Country prior to any enforcement of any of the Borrower Documents or performance of any of the transactions contemplated by the Borrower Documents.

By: \_\_\_\_\_

Name:

Consultor Jurídico del Poder Ejecutivo



**EXPORT-IMPORT BANK OF THE UNITED STATES**  
**Long Term Direct Credit – Acquisition List**

ANNEX D

Effective Date: \_\_\_\_\_



Exporter's Name: \_\_\_\_\_

U.S. Street Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Authorized Party Providing Information: \_\_\_\_\_

Signature: \_\_\_\_\_

Supply Contract/Purchase Order Number: \_\_\_\_\_

RE: Ex-Im Bank Transaction Number: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Project Name/Identification: \_\_\_\_\_

Country: \_\_\_\_\_

To the best of our knowledge the following is true and accurate, representing the identifiable or most likely procurement (sources and description of goods and services) covered under the Credit.

**SECTION A - U.S. Procured Goods and Services**

Reference Number	Description of goods a/o Services (including model, # of units if applicable) SIC or NAICS code	Manufacturer & address of manufacture, plus (if different) Exporter and address	USD U.S. Export Value of described Products a/o Services (U.S. Content Amount)	Est. Date of Shipping or service execution
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**EXPORT-IMPORT BANK OF THE UNITED STATES**

**Long Term Direct Credit – Acquisition List (continuation page U.S. Procured Goods and Services) of \_\_\_\_\_**

RE: Project Name/Identification: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**SECTION A – U.S. Procured Goods and Services (continued)**

Reference Number	Description of goods a/o Services (including model, # of units if applicable) SIC or NAICS code	Manufacturer & address of manufacturer, plus (if different) Exporter and address	USD U.S. Export Value of described Products a/o Services (U.S. Content Amount)	Est. Date of Shipping or service execution
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Net Contract Price: Estimated Foreign Content in Net Contract Price:				_____



**EXPORT-IMPORT BANK OF THE UNITED STATES**  
**Long Term Direct Credit – Acquisition List (continuation page for Local Goods and Services) \_\_\_ of \_\_\_**

Exporter's Name: \_\_\_\_\_  
 U.S. Street Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_

RE: Project Name/Identification: \_\_\_\_\_ Effective Date: \_\_\_\_\_

**SECTION B – Local Goods and Services**

Reference Number	Description of goods a/o Services (including model, # of units if applicable) SIC or NAICS code	Manufacturer & address of manufacture, plus (if different) Exporter and address	USD U.S. Export Value of described Products a/o Services (U.S. Content Amount)	Est. Date of Shipping or service execution
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____



Total Associated Local Costs:					

Sections A and B have been reviewed and approved by the E&E Division:

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

