

**RESTATEMENT AND AMENDMENT AGREEMENT OF THE CREDIT
AGREEMENT**

DATED 13 DECEMBER 2001

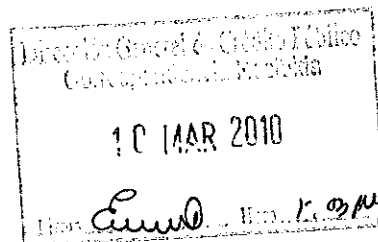
between

**THE DOMINICAN REPUBLIC, represented by the
Secretaría de Estado de Hacienda**

**Deutsche Bank, Sociedad Anónima Española
(hereinafter "DBSAE")**

And

**Fortis Bank, N.V.
(hereinafter "FORTIS")**



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In Madrid, on this day 24 of December of two thousand nine

In Santo Domingo, on this day ___ of _____ of two thousand nine

BETWEEN

THE DOMINICAN REPUBLIC represented by the Secretario de Estado de Hacienda (hereinafter the "BORROWER") Mr Vicente Bengoa Albizu, duly authorised for this act,

and

Mr. Joaquin Santo-Domingo Cano and Mr. Eduardo Mas Hernandez, for and on behalf of Deutsche Bank Sociedad Anónima Española (hereinafter the "LENDER" or the "AGENT" or the "BANK"), a bank incorporated under the laws of Spain, having its registered office at General Mitre, 72-74., Barcelona, SPAIN

and

Mr. Michel Froidebise on behalf of Fortis Bank, N.V., a bank incorporated under the laws of Belgium (hereinafter the "LENDER" or the "BANK"), having its registered office at 3, Montagne du Parc 1000 Brussels, BELGIUM

together the "LENDERS" and/or the "BANKS"

in relation to the Credit Agreement dated as of 13 December 2001 (the "CREDIT") and the successive amendments nr. 1, 2, 3 and 4 signed between FORTIS and the DOMINICAN REPUBLIC for an amount of USD 31,867,142.03

All terms in capital letters which are not expressly defined herein shall have the same meaning as given to them in the AGREEMENT.

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Recitals

Whereas, the DOMINICAN REPUBLIC acting by and through the Presidency's Technical Secretary and FORTIS, signed on 13 December 2001 the AGREEMENT for the financing of a supply and construction contract signed on the same date (the "CONTRACT") between the DOMINICAN REPUBLIC, acting by and through the "Procuraduria General" as buyer and CEDRIC-ICUATRO Asociación Temporal de derecho belga" as supplier for the construction of two prisons.

Whereas, the Consortium SME (formerly ICUATRO-Belgium) – ICUATRO, S.A. (current owner of the rights of CEDRIC) has assigned all its rights under the CONTRACT to "EMPRESA MERCANTIL EXPORTADORA, S.A. EMEX" – Ibadesa, S.A. Madrid (Spain). The Consortium.

Whereas, on the one hand, the provisions of Article 3.1 of the AGREEMENT stipulated that the AGREEMENT would come into force subject to the fulfillment to the LENDERS satisfaction of the conditions precedent set forth therein, among which "the final and specific approval of the CONTRACT and the AGREEMENT by the relevant Dominican authorities"; and Article 3.3 of the AGREEMENT and successive amendments stipulated that those conditions precedent had to be fulfilled by not later than 30 June 2003.

Whereas the National Congress of the DOMINICAN REPUBLIC approved the AGREEMENT by Resolution N° 60-02 published in the Official Gazette 10171 on 28 September 2002, and it was registered in the Public Credit Debt Register with the number 6122.

Whereas, on 1 July 2009, FORTIS communicated to the Public Credit Debt Department of Secretaria de Estado de Hacienda that the financing will be granted by means of a syndicate of banks formed by FORTIS and DBSAE (hereinafter the "BANKS"), each of them, representing 50% of the financing, acting DBSAE as Agent Bank (hereinafter the "AGENT"). DBSAE confirmed the assignment and its acceptance for being the Agent Bank by letter dated 07 July 2009. Copies of both letters are part of this Agreement as **Annex I**. Both letters were acknowledged receipt

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by the Secretaría de Estado de Hacienda, in accordance with the letter dated 24 July 2009, which is part of the Agreement as **Annex II**.

THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS :

Article 1

The parties hereto decide to restate the AGREEMENT in all its terms, provisions and conditions except to the extent expressly modified, amended or supplemented herein.

Upon the conclusion of this RESTATED AND AMENDMENT AGREEMENT, all references to the "AGREEMENT" and the "CREDIT" shall be construed as references to the AGREEMENT and the CREDIT as restated herein and shall therefore be called, respectively, the "RESTATED AGREEMENT" and the "RESTATED CREDIT". Any reference to the "EFFECTIVE DATE OF THE CREDIT" shall accordingly be construed as a reference to the EFFECTIVE DATE OF THE CREDIT as restated herein and shall therefore be called "EFFECTIVE DATE OF THE RESTATED CREDIT".

Article 2

Clause 1 (DEFINITIONS) of the AGREEMENT is amended to read as follows:

BELGIUM is replaced by SPAIN except in specific references to Fortis Bank
BELGIAN AUTHORITIES is replaced by SPANISH AUTHORITIES which shall mean the following Spanish Institutions:

- COMPAÑIA ESPAÑOLA DE SEGUROS DE CRÉDITO A LA EXPORTACIÓN (CESCE)
- INSTITUTO DE CRÉDITO OFICIAL (ICO)

OFFICE NATIONAL DE DUCROIRE (OND) is replaced by COMPAÑIA ESPAÑOLA DE SEGUROS DE CRÉDITO A LA EXPORTACIÓN (CESCE)

FINEXPO is replaced by INSTITUTO DE CRÉDITO OFICIAL (ICO)

BUSINESS DAY in Brussels (Belgium) and business day in Madrid (Spain)

SUPPLIER: Any reference to CEDRIC-ICUATRO (The Exporter) should be read as Consortium EMEX- Ibadesa (hereinafter the "CONTRACTOR)



BANKS: Any reference to the BANK should be read as the BANKS

“AGENT BANK” or the “AGENT”: Shall mean the bank concentrating documentation, communications, distribution of information, and that will make and receive all payments and collections of the credit, consequently coordinates and decides on the actions assigned by the Agreement to the BANK or BANKS. The AGENT BANK of this credit is DBSAE.

Article 3

Clause 2. (AMOUNT, CURRENCY AND PURPOSE OF THE CREDIT) is amended to read as follow:

“2.1 On the terms and conditions set forth hereinafter, the BANKS agree to grant to the BORROWER a CREDIT for up to USD 31.867.142,03, to partially finance the Commercial Contract plus other ancillary concepts to be financed under the Buyer Credit.

DBSAE	50%
FORTIS	50%

Fortis Bank, N.V., is replaced by Fortis Bank S.A., Sucursal en España.
All communications and payments shall be done through the AGENT.”

“2.2 The CREDIT will be granted by the BANKS in USD. All amounts due under this CREDIT AGREEMENT shall be paid by the BORROWER to the BANKS, through the AGENT, as set forth in clause 10 in effective USD, by bank transfer (unless otherwise expressly agreed upon between the parties hereto).”

Article 4

Paragraphs 3.1 and 3.3 (Clause 3 *CONDITIONS PRECEDENT*) of the AGREEMENT are amended to read as follows:

“3.1. This AGREEMENT shall come into force on the date on which the following conditions precedent are fulfilled to the AGENT's satisfaction, which EFFECTIVE DATE OF THE CREDIT shall be notified by the AGENT to the BORROWER by telefax:

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- a. The AGENT shall have received the final approval of this AGREEMENT by the SPANISH AUTHORITIES (CESCE and ICO) in terms and conditions accepted by the AGENT;
- b. the AGENT shall have received:
 - the Resolution of the Dominican National Congress ratifying the AGREEMENT ;
 - the official communication in which the number of the Register will appear that corresponds to this CREDIT established at Public Credit Department of Secretaría de Estado de Hacienda of the DOMINICAN REPUBLIC;
 - a copy of the official Gazette in which is published the Resolution of the Dominican National Congress approving/ratifying the AGREEMENT ;
- c. the signatures of the BUYER's and SUPPLIER's representatives which are duly authorized to sign the documents under this AGREEMENT;
- d. the AGENT shall have received the names and specimen of signatures, of the BORROWER's representatives which are duly authorized to sign the AGREEMENT and any other documents required under this AGREEMENT;
- e. the AGENT shall have received a legal opinion issued by the Legal Advisor of the Executive Power, acceptable to the BANKS, in terms similar to Annex III in relation to the AGREEMENT, attaching thereto documentary proof duly justifying its content and undertaking to also provide any kind of evidence that for this purpose may be reasonably required by the BANKS and/or the relevant Authorities.
- f. the AGENT shall have received a joint notice of the enter into force the CONTRACT, from the BUYER and the SUPPLIER in the form set out in Annex IV;
- g. the AGENT shall have received a commitment letter from the SUPPLIER;
- h. the AGENT shall have received the payment of the front-end fee as per clause 6.3.;

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- i. the AGENT shall have received from the BUYER a certificate in the form set out in Annex V evidencing that local expenses for an amount at least equal to 15% of the price of the export part of the CONTRACT has been paid;
- j. the AGENT shall have received an invoice covering the 15% downpayment of the total value of the CONTRACT;
- k. the AGENT shall have received the payment of the 15% of the CESCE premium, not financed by this AGREEMENT.
- l. no substantial modification on applicable market conditions that can affect negatively to this AGREEMENT, the financing or any of the parties involved.
- m. any other documents required by the AGENT, in terms and conditions acceptable to the AGENT.
- n. no event of default within the meaning of Clause 15 of this AGREEMENT, shall have occurred and be continuing.
- o. the AGENT shall have received the insurance policy issued by CESCE in terms and conditions acceptable for the AGENT.
- p. the AGENT has signed with ICO the CARI contract to fix interests, in terms and conditions acceptable for the AGENT.”

“3.3 Should the EFFECTIVE DATE OF THE CREDIT not occur on or before 30 March 2010, then this AGREEMENT - and therefore the CREDIT – shall not, unless otherwise agreed in writing by the AGENT and the BORROWER, enter into force and the parties hereto shall be released from all and any obligations, if any, arising from the conclusion of this AGREEMENT.”

Article 5

Clause 4 (METHOD OF UTILISATION OF THE CREDIT) Paragraph 4.1 is amended and it includes a new paragraph 4.8 as follows:

“4.1 The BORROWER agrees that the CREDIT, amounting up to USD 31,867,142.03 (USD Thirty one million, eight hundred and sixty seven thousand one hundred and forty two Dollars and three cents), will be utilized to partially finance the CONTRACT plus other ancillary concepts to be



financed under the Buyer Credit.

Documents for payment shall be in accordance with Commercial Contract applicable clauses.”

“4.8 Financing in the interbank market: the BORROWER expressly recognizes and accepts that the BANKS finance the CREDIT by contracting in the interbank market the corresponding deposits and/or loans for the relevant interest period and amount corresponding to its participation in the financing which is the purpose of this CREDIT.

Should the BANKS were unable to contract the above mentioned loans or deposits in the relevant conditions of term, amount and cost by reason of exceptional circumstances beyond the BANKS’ control, the latter shall promptly notify the BORROWER stating the circumstances occurred and the BANKS shall negotiate in good faith with the BORROWER in order to adapt the financing to these new circumstances. If the BORROWER and the BANKS, for a period not exceeding 30 days from the date of the notice, fail to reach an agreement, this CREDIT will be automatically due and payable and the BORROWER shall immediately prepay to the BANKS all amounts due to them by virtue of this AGREEMENT.

In any case the BANKS would not incurred in any responsibility before the BORROWER for the occurrence of the above related circumstances as well as the consequences derived from its, as per stated in the current clause. “

All references to the BANK in paragraphs 4.1, 4.3, 4.4, 4.5 and 4.6, shall be read to the AGENT and paragraphs 4.2 shall be read to the BANKS.

Article 6

Clause 6 (INTEREST AND FINANCIAL CHARGES) paragraph 6.1, is amended in points (b) and (c) and it is added a new point (e) and paragraph 6.2 Credit Insurance Premium of the AGREEMENT is amended to read as follows:

“6.1.b) Subject to ICO approval, the interest to be paid by the borrower during the whole life of the credit will be the COMMERCIAL INTEREST

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REFERENCE RATE (CIRR) in USD as determined by ICO plus an spread of 0,60% p.a.

“6.1.c) the interest will be paid by the BORROWER to the AGENT by bank transfer on the relevant INTEREST PAYMENT DATE, during the credit life”

“6.1.e) if due to any circumstance the LIBOR for six (6) months were not available, it would be applied the LIBOR for the lower available tenor (choosing the most closer to the initially applicable), increased by any taxes or duties that charge or would charge in the future this kind of transactions, plus any other cost that should be applicable.

Should the LIBOR for any term would not exist, it would be applied a daily interest rate determined as the average of the interest rates given to the BANKS by three prime banks in the interbank market for deposits of one (1) day duration, adding the margin, increased by any taxes or duties that charge or would charge in the future this kind of transactions.”

“6.2 The BORROWER agrees to pay to the AGENT the credit insurance premium due to CESCE at the EFECTIVE DATE OF THE CREDIT as follows:

- 85% of the CESCE premium amount by the 1st disbursement of the CREDIT, if and when CESCE accepts its financing.
- 15% of the CESCE premium amount shall have been received by the AGENT before the EFFECTIVE DATE OF THE CREDIT”

All references to the BANK shall be considered to the AGENT.

Article 7

Clause 7 (*CREDIT INSTRUMENT*) of the AGREEMENT is replaced by (*CREDIT ACCOUNT*) and is amended to read as follows:

“Clause 7 (*CREDIT ACCOUNT*)

7.1 The BANKS shall keep a record in its own books, in one or several accounts opened in name of the BORROWER, of all amounts outstanding by the BORROWER to the BANKS corresponding to each drawdown, in respect of principal, interest, fees or any other payments, as well as all sums received by the BANKS hereunder.

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7.2 It is expressly agreed to all effects and purposes that the data reflected in the books of each BANK in connection with this AGREEMENT, as well as any certificates issued by the AGENT in respect of the balance outstanding by the BORROWER, shall be valid evidence in and out of court.

All payments and collections related to this credit will be done by the AGENT.”

Article 8

Clause 8 (*PREPAYMENT*) of the AGREEMENT.

All references to the BANK shall be considered to the AGENT.

All references to the FINEXPO shall be considered to ICO

All references to Promissory Notes are deleted

Article 9

Clause 9 (*PAYMENTS*) of the AGREEMENT is amended to include the new payment instructions of the Agent Bank, to read as follows:

Deutsche Bank S.A.E. Acct. 044 107 28, open in Deutsche Bank NY,

Attn. Loan Operations – 984 Juan Fernandez/Beatriz Bartolomé

All payments and repayments of this credit will be done by and through the AGENT

All references to the BANK shall be considered to the AGENT.

Article 10

Clause 10 (DUTIES TAXES AND CHARGES);

Clause 11 (INTEREST FOR LATE PAYMENT) and

Clause 12 (ILLEGALITY) of the AGREEMENT.

All references to the BANK shall be considered to the AGENT.

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Article 11

Clause 13 (*REPRESENTATION AND WARRANTIES*) of the AGREEMENT is amended to delete all references to Promissory Notes.

Paragraph 13.(j) is amended to read as follows:

“13.j Under the laws of the DOMINICAN REPUBLIC, the choice of the Spanish law as the governing law of the AGREEMENT is valid.”

Article 12

Clause 14 (*COVENANTS*) and Clause 15 (*SUSPENSION –TERMINATION*) of the AGREEMENT is amended to delete all references to Promissory Notes.

All references to the BANK shall be considered to the AGENT. Paragraph 15 f is amended to read as follows:

“15.f) SPANISH AUTHORITIES order or instruct the AGENT to suspend or to terminate the CREDIT; or”

Article 13

Clause 16 (*NATURE OF THE OBLIGATIONS*)

Clause 18 (*DUTIES*)

Clause 19 (*WAIVER – RIGHTS CUMULATIVE*) and

Clause 22 (*SUCCESSORS AND ASSIGNS*) of the AGREEMENT,

All references to the BANK as to read the AGENT and

All references to the Promissory Notes are deleted.

Article 14

Clause 17 (*AGENT*) of the AGREEMENT is amended and replaced by the following;

“Clause 17 (*AGENT*)

The BANKS appoint DBSAE as AGENT.

DBSAE when acting as agent for the BANKS, as set forth in this clause, shall have no duties or responsibilities except those expressly set forth in this CREDIT AGREEMENT. Neither the BANKS nor any of its directors, officers, employees or agents shall be liable or responsible for any action taken or omitted to be taken by it or them hereunder or in connection herewith.”

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Article 15

Clause 20 (*NOTICES*) of the AGREEMENT is amended to read as follows:

“If to the BORROWER:

Dirección:	Dirección General de Crédito Público Ave México no° 35, Gazcue Santo Domingo, República Dominicana
Indicativo de teléfono:	+1809 689 6029
Indicativo de fax:	+1809 688 8838
Persona de contacto:	Lic. Vicente Bengoa Secretario de Estado de Hacienda.

If to the AGENT

Deutsche Bank S.A.E.	Paseo de la Castellana, 18- 28046 MADRID Attn.: Mr Juan Fernández / Ms Beatriz Bartolomé Loan Operations Tel.: +3491 335 5176 / 5705 Fax: +3491 335 5631”
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Article 16

Clause 24 (*LAW*) of the AGREEMENT is amended to replace “Kingdom of Belgium” by “Spain”.

Article 17

Clause 25 (*JURISDICTION*) of the AGREEMENT is amended to replace “Courts of Brussels” by “Courts of Madrid (Spain)”

Article 18

The BORROWER represents and warrants that an approval or ratification of this RESTATEMENT AND AMENDMENT AGREEMENT by the National Congress of the DOMINICAN REPUBLIC is not required.

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Article 19

Exhibit I of the AGREEMENT related to the Promissory Notes template is replaced by Annex I and II.

Exhibit II of the AGREEMENT related to Legal Opinion is replaced by Annex III.

Exhibit III of the AGREEMENT related to enter into force the CONTRACT is replaced by Annex IV.

Exhibit IV of the AGREEMENT is deleted.

Exhibit V of the AGREEMENT related to the local expenses is replaced by Annex V. to this RESTATEMENT AND AMENDMENT AGREEMENT.

Article 20

All the other terms and provisions of the AGREEMENT, not affected by the above modifications, shall remain unchanged and shall apply, mutatis mutandis, to this RESTATEMENT AND AMENDMENT AGREEMENT.

Article 21

This RESTATEMENT AND AMENDMENT AGREEMENT shall enter into force upon its signing by the parties hereto.

Article 22

This RESTATEMENT AND AMENDMENT AGREEMENT is to be governed construed and interpreted in accordance with the laws of Spain.

Each of the parties hereby irrevocably submits to the jurisdiction of the Courts of Madrid any action or procedure arising out of or relating to this RESTATEMENT AND AMENDMENT AGREEMENT. Each of the parties hereby irrevocably agrees that all claims in respect of such action or proceeding may be brought before those Courts notwithstanding the right of the BANKS to present its case before any other competent court.

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For and on behalf of

THE DOMINICAN REPUBLIC acting by and through the **Secretario de Estado de Hacienda**



For and on behalf of

FORTIS BANK N.V.

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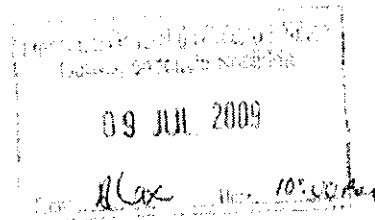
DEUTSCHE BANK S.A.E

Two handwritten signatures in black ink. The first is a cursive signature, and the second is a more formal signature with a horizontal line underneath.

Secretaría de Estado de Hacienda
Av. México
Santo Domingo
República Dominicana

Atn. Sr.D. Vicente Bengoa
Secretario de Estado de Hacienda

Via: Dirección de Crédito Público



Madrid, 1 de Julio de 2009

Ref.: Reactivación Prestamos registrados bajo el código 6122 y 6122-A para la financiación del proyecto de construcción y equipamiento llave en mano de dos centros penitenciarios.

Muy Sres. Nuestros,

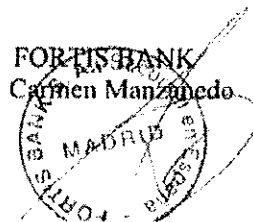
En relación con la operación descrita en la referencia y como continuación a su escrito de fecha 16 de Junio de 2009 con el número de referencia 3170, por el que esa Secretaría confirma su autorización a la Dirección General de Crédito Público para reactivar los Convenios de Crédito Comprador y de Crédito Comercial registrados con los números 6122 y 6122-A (que en adelante serán denominados los "Acuerdos de Préstamo"), tenemos el agrado de confirmarles que Fortis Bank inicia el expresado proceso de reactivación.

De acuerdo con lo anterior y al objeto de iniciar las actuaciones necesarias para llevar a cabo la implementación del proceso de reactivación de los Convenios, les comunicamos las principales modificaciones formales que deberán ser consideradas por esa Secretaría, según el detalle que les pasamos a continuación:

- 1.- El exportador será la Empresa Mercantil Exportadora, S.A. (EMEX)
- 2.- La compañía aseguradora será CESCE
- 3.- El tipo de interés fijo será facilitado por el ICO
- 4.- La financiación será otorgada conjuntamente y actuando como co-aseguradores el sindicato bancario constituido por:
 - Fortis Bank por un 50% sobre cada préstamo
 - Deutsche Bank S.A.E. por un 50% sobre cada préstamo
- 5.- El banco que actuará como agente en los Acuerdos de Préstamo será Deutsche Bank S.A.E.

Con respecto a los términos y condiciones financieras ratificados en la Gaceta Oficial No.10171 de fecha 28 de Septiembre de 2002, les comunicamos que los mismos permanecerán inalterados.

Sin otro particular, aprovechamos la ocasión para saludarles muy atentamente.



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Deutsche Bank



**Secretaría de Estado de Hacienda
Santo Domingo
República Dominicana**

Deutsche Bank S.A.E.
1º Castellana, 18
28046 Madrid (Spain)
Telephone: 3491 335 5553
Telefax: 3491 335 5891

**Atención: Excmo. Sr. D. Vicente Bengoa
Secretario de Estado de Hacienda**

Vía: Crédito Público

Madrid, 7 de Julio de 2009

Ref.: Reactivación Préstamos de la financiación del proyecto llave en mano para la construcción y equipamiento de dos centros penitenciarios, registrados con los números 6122 y 6122-A.

Muy Sres. nuestros:

Como continuación al escrito remitido por FORTIS Bank a esa Secretaría de Estado, con fecha 1 de Julio de 2009, en el que entre otras modificaciones, les comunicaban la cesión de la posición de "Banco Agente" a favor de Deutsche Bank S.A.E., les rogamos tomen nota de nuestra aceptación de la mencionada posición de "Banco Agente" para los Acuerdos de Préstamo.

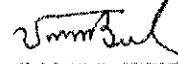
Por ello les informamos que a partir de ahora todas las comunicaciones relacionadas con los créditos referenciados, será remitida por Deutsche Bank S.A.E. como Banco Agente. En este sentido les rogamos dirijan todas las comunicaciones al domicilio, números de fax y teléfonos que a continuación se indican:

Deutsche Bank S.A.E.	Loan Operations
Paseo de la Castellana, 18	Atn: D. Juan Fernández / Dª Beatriz Bartolomé
28046 MADRID	
Teléfonos	+3491 335 5573 / 5705
Fax	+3491 335 5631

Quedamos a su disposición para cualquier aclaración y aprovechamos la ocasión para enviarles nuestra consideración más distinguida.

Atentamente,
Deutsche Bank S.A.E.


Joaquín Santo-Domingo


Recibido y Conforme
Secretaría de Estado de Hacienda
República Dominicana

09 JUL 2009

 10:33 AM



ANNEX II



República Dominicana

Secretaría de Estado de Hacienda

DIRECCIÓN GENERAL DE CRÉDITO PÚBLICO

"Año del Centenario del Natalicio de Juan Bosch"

DGCP No. **545**

Santo Domingo, D.N.
10 de agosto de 2009

Señor
Joaquín Santo Domingo
Director – Structure Trade & Export Finance
Deutsche Bank, Sociedad Anónima Española
Paseo de la Castellana
18-28046, Madrid, España

Asunto: Reactivación Registro de Deuda Pública No. 6122 y 6122-A

Estimado Señor:

Cortésmente le notificamos que los Acuerdos de Préstamos por USD\$31,867,142.00 y USD\$7,654,114.00, destinados al "Programa de Reforma del Sistema Penitenciario Dominicano", firmados entre el Estado Dominicano y el Fortis Bank en fecha 13 de diciembre de 2001, los cuales fueron registrados en esta Dirección General de Crédito Público de la Secretaría de Estado de Hacienda bajo los códigos No. 6122 y 6122-A, han sido reactivados a partir del 24 de julio de 2009.

Atentamente,

D/O Luis A. Fernández M.
Edgar Victoria Yeb

Director General
Dirección General de Crédito Público

EVY
EVY/ADCS/mg

CC: Carmen Manzanedo, Fortis Bank

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ANNEX III:

LEGAL CERTIFICATE

Mr (), Legal Advisor to the Presidency of the Dominican Republic.

CERTIFIES,

1. That I have examined the following documents,
 - a) Restated and Amendment Agreement of the Credit Agreement (hereinafter referred to the "RESTATED CREDIT") signed by Mr () on (), as the representative of the Dominican Republic, as the Credit Receiver, and Deutsche Bank, Sociedad Anónima Española and Fortis Bank, S.A. Sucursal en España , as the LENDERS.
 - b) The authorisation document granted to Mr () to sign and execute the said Agreement.
 - c) The administrative authorisations, consents and/or permits granted by the Dominican Authorities, necessary for the execution and validity of the RESTATED CREDIT AGREEMENT.
2. That the (...) has legal and sufficient capacity to execute the RESTATED CREDIT AGREEMENT and to exercise the rights and fulfil the obligations derived there from.
3. That all necessary actions have been taken for the valid and binding execution of the RESTATED CREDIT AGREEMENT by the Dominican Republic.
4. That Mr () is duly empowered to sign and execute the RESTATED CREDIT AGREEMENT for and on behalf of the Dominican Republic.
5. That all terms, covenants and commitments contained in the RESTATED CREDIT AGREEMENT are valid, binding and enforceable according to the laws of the Dominican Republic. The execution of the RESTATED CREDIT AGREEMENT mentioned does neither directly nor indirectly infringe any judgment, award, rule, decree, order or regulation currently in force in the Dominican Republic or any international treaty or convention to which the Dominican Republic is a party.
6. That the liability for the fulfilment of its obligations legally acquired shall be **for** (.....) with all its current and future assets. The obligations undertaken by (...) under the RESTATED CREDIT AGREEMENT are obligations legally acquired and shall at all times be at least *pari passu* to other current or future obligations undertaken under any other credit agreement.

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7. That (...) is subject to private civil and commercial law, in its relations and obligations derived from the RESTATED CREDIT AGREEMENT.
8. That prior to the execution of the RESTATED CREDIT AGREEMENT all consents, authorisations, licences and approvals, necessary for the valid fulfilment and enforceability of the RESTATED CREDIT AGREEMENT have been procured, and for all acts contemplated therein.
9. That all the statements made by (...) in the RESTATED CREDIT AGREEMENT fully conform to law in all their terms.
10. That the drafting and fulfilment of the RESTATED CREDIT AGREEMENT does not entail any tax due in the Dominican Republic. There is no tax in the Dominican Republic applicable to the payments to be made by the Credit Receiver in fulfilment of its obligations derived from the RESTATED CREDIT AGREEMENT.

The obligation undertaken by the Credit Receiver in the Agreement, for which the Credit Receiver shall be held liable for the current or future tax burdens that may apply in the Dominican Republic to the Bank under this contract, should these exist, is a valid and legal obligation according to the laws of the Dominican Republic.

11. Pursuant to the laws of the Dominican Republic, the choice of the Spanish laws as law applicable to the RESTATED CREDIT AGREEMENT is a valid and legal option. Any judgment announced by the courts in Madrid, Spain, may be validated and enforced in the Dominican Republic.
12. To the best of my knowledge, the signature of the RESTATED CREDIT AGREEMENT does not infringe any prior agreement of the Dominican Republic.
13. To the best of my knowledge, no circumstance has occurred that could lead, under the terms of the relevant Clause in the RESTATED CREDIT AGREEMENT, to the cancellation or early termination of the RESTATED CREDIT AGREEMENT.
14. As far as I know, no court claim that could reasonably adversely affect the capacity thereof to fulfil the obligations derived from the RESTATED CREDIT AGREEMENT, or that questions the legality, validity and enforceability of any of them, has been commenced against the Dominican Republic.
15. That, as far as I know, the Dominican Republic has fulfilled all obligations and there is no non-fulfilment that could reasonably adversely affect its capacity to fulfil the obligations derived from the RESTATED CREDIT AGREEMENT.

I state the above for all appropriate legal purposes, in [] on this []

Signed

A handwritten signature in black ink, appearing to be 'B. B.', is written in the bottom right corner of the page.

Annex IV

JOINT NOTICE

LETTER TO BE SENT TO THE AGENT FOR THE ENTERING INTO FORCE OF
THE CONTRACT

Dear Sirs,

Ref.: RESTATEMENT AND AMENDMENT CREDIT AGREEMENT signed
<date> 2010 and COMMERCIAL LOAN signed <date> 2009

In accordance with Article 4 of the here above mentioned RESTATED AND AMENDMENT CREDIT AGREEMENT and COMMERCIAL LOAN, we have the pleasure to inform you that all the conditions precedent for the entry into force of the CONTRACT entered into on <date> 2009 between the undersigned for an amount of USD 32,405,292.28 (USD thirty-two million four hundred and five thousand two hundred ninety-two point twenty-eight) are fulfilled, with the exception of the entry into force of the RESTATED AND AMENDMENT CREDIT AGREEMENT and the payment of the downpayment.

Consequently, the date of the entry into force of the CONTRACT shall be the date on which the RESTATEMENT AND AMENDMENT CREDIT AGREEMENT will come into force.

Yours faithfully

FOR THE CONTRACTOR
The Consortium EMEX-IBADESA
by and through the "Procuraduria General"

FOR THE BUYER
The DOMINICAN REPUBLIC acting

By:
Title:

By:
Title:

Handwritten signature or initials, possibly reading 'B' followed by a stylized 'D' or 'R'.

Annex V

CERTIFICATE OF LOCAL EXPENSES ADDRESSED TO THE AGENT

We refer to the RESTATEMENT AND AMENDMENT CREDIT AGREEMENT signed between Deutsche Bank SAE and Fortis Bank S.A. Sucursal en España and the DOMINICAN REPUBLIC acting by and through the Secretaria de Estado de Hacienda on <date>

We herewith certify having supported or shall support expenses relating to the execution of the CONTRACT signed on <> with the Consortium EMEX-IBADESA for the amount of USD 32,405,292.28 (USD thirty-two million four hundred and five thousand two hundred ninety-two point twenty-eight).

We irrevocably and unconditionally request you, according to the terms of the CONTRACT, to effect a drawdown of USD 3,712,676.74 (USD three million seven hundred twelve thousand six hundred seventy-six point seventy-four) on the CREDIT granted by yourselves in the framework of the AGREEMENT.

This drawdown represents the equivalent in USD of the expenses made or to be made in the Dominican Republic.

This amount of USD 3,712,676.74 (USD three million seven hundred twelve thousand six hundred seventy-six point seventy-four) has to be credited on an internal account with Deutsche Bank SAE.

The DOMINICAN REPUBLIC
acting by and through the "Procuraduría General"

< signature >

For approval:

The DOMINICAN REPUBLIC acting by and through the
"Secretaria de Estado de Hacienda"

< signature >

Handwritten signature and initials in the bottom right corner of the page. The signature appears to be a stylized 'B' followed by a vertical line and a flourish. To the right of the signature are the initials 'ur' and a circled '2'.