

LONG TERM COMMERCIAL LOAN AGREEMENT

Signed on December 19, 2006

BETWEEN

**THE DOMINICAN REPUBLIC
ACTING BY AND THROUGH ITS
« SECRETARIA DE ESTADO DE FINANZAS »**



as Borrower

and

**BNP PARIBAS
as Agent**

And



as Mandated Lead Arrangers

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BETWEEN :

The Dominican Republic acting by and through its Secretaría de Estado de Finanzas, represented by Mr Vicente Bengoa acting as Secretario de Estado de Finanzas, duly authorized for the purposes hereof by a power of attorney from the President of the Dominican Republic,

(hereinafter the "Borrower")

On the one part

AND

BNP PARIBAS, *société anonyme* having its registered office in France, 16 boulevard des Italiens, Paris 9ème, registered in the Register of Commerce and Companies of Paris under number 662 042 449

duly represented by Mr Jean Philippe Poirier, Area Manager Export Finance Latin America

(hereinafter the "Agent ")

BNP PARIBAS, *société anonyme* having its registered office in France, 16 boulevard des Italiens, Paris 9ème, registered in the Register of Commerce and Companies of Paris under number 662 042 449

duly represented by Mr Jean Philippe Poirier, Area Manager Export Finance Latin America

SOCIETE GENERALE, a French *société anonyme* with a capital of 548.431.403,75 Euros with its registered office located at 29 Boulevard Haussmann, 75009 Paris, France, registered in the *Registre du Commerce et des Sociétés* of Paris under the number B 552.120.222,

duly represented by Mr Georges Quessada, Director Export Finance Latin America

FORTIS BANK NV/SA, SUCCURSALE EN FRANCE, a company registered under the laws of Belgium with its registered office at 30, Quai de Dion Bouton, 92824 Puteaux Cedex, France and registered with the register of commerce of Nanterre under number 480 984 541, which is a branch of a Belgian bank organised as a public liability company under the laws of the Kingdom of Belgium

duly represented by Mr André Deltenre, General Manager

(hereinafter collectively the "Mandated Lead Arrangers" and individually "Mandated Lead Arranger")

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duly represented by Mr André Deltenre, General Manager

(hereinafter collectively the "Lenders" and individually "Lender")

On the second part

RECITALS

- 1 On November 22, 2006, the Dominican Republic acting by and through the “Oficina para el Reordenamiento del Transporte “ “OPRET” (hereinafter the “Buyer” as defined in greater detail in Article 1 below) concluded with the Consortium composed by Compagnie Internationale de Maintenance, S.A France and TSO SA France (hereinafter the “Supplier A” as defined in greater detail in Article 1 below), a contract for the supply and installation of the railways for the 14.2 km Line 1 of mass transportation underground system for the city of Santo Domingo (hereinafter the “Commercial Contract A”). The contract price amounts to EUR 33,059,375.96 (thirty three million fifty nine thousand and three hundred seventy five euros and ninety six cents).

On December 14, 2006 the OPRET and the Supplier A have decided to add to the Commercial Contract A the schedules 17 and 18 regarding the supply and the installation of additional equipments by the Supplier for “control de incendios y de ventilación.

- 2 The maximum amount fixed by the OPRET and the Supplier A for the supply and installation of these additional equipments is fixed to EUR 5.000.000 (five million euros) (hereinafter the “Complementary Commercial Contract”), so the total contract price (included the estimated amount of EUR 5.000.000 (five million) would amount to EUR 38,059,375,96 (Thirty eight million fifty nine thousand and three hundred seventy five euros and ninety six cents) (hereinafter the “Total Commercial Contract Price A”) and is split between:

- A French and Assimilated Share could amount to EUR 28.509.376 (twenty eight million five hundred nine thousand and three hundred seventy six euros), of which EUR 24,509,376 related to the Commercial Contract A and up to EUR 4,000,000 for the Complementary Commercial Contract A,

- A Local Share price could amount to EUR 9.550.000 (nine million five hundred fifty thousand euros) of which EUR 8,550,000 related to the Commercial Contract A and up to EUR 1,000,000 for the Complementary Commercial Contract A.

- 3 On November 22, 2006, the Dominican Republic acting by and through the “Oficina para el Reordenamiento del Transporte “ “OPRET” (hereinafter the “Buyer” as defined in greater detail in Article 1 below) concluded with Sampol Ingeniera y Obras, S.A. a contract for the supply of the normal electricity and emergency for the Line 1 of mass transportation underground system for the city of Santo Domingo (hereinafter the “Commercial Contract B”). The contract price amounts to EUR 12,036,673.90 (twelve million thirty six thousand and six hundred seventy three euros and ninety cents) and is split as follows:

- A Spanish and Assimilated Share amounting to EUR 10,422,201.35 (ten million four hundred and twenty two thousand two hundred and one euros and thirty five cents)

- A Local Share price amounting to EUR 1,614,472.55 (one million six hundred and fourteen thousand four hundred and seventy two euros and fifty five cents)

- 4 The Commercial Contract A and the Commercial Contract B shall be financed through :

- The present Long Term Commercial Loan amounting to EUR 11,336,471.73 (eleven million three hundred and thirty six thousand four hundred and seventy one euros and seventy three cents) to be granted by the Lenders in order to finance:

- the advance payment up to 15% of the Total Commercial Contract A up to EUR 5,708,906.40 of which EUR 4,958,906.40 related to the Commercial Contract A and up to EUR 750,000 for the Complementary Commercial Contract A

- the Local Share not financed by the French Buyer Credit Agreement up to EUR 3,846,093.60 of which EUR 3,591,093.60 related to the Commercial Contract A and up to EUR 250,000 for the Complementary Commercial Contract A
 - the 15% advance payment of the Spanish and Assimilated Share of the Commercial Contract B up to EUR 1,563,330.20
 - the Local Share not financed by the Spanish Buyer Credit Agreement up to EUR 51,142.35
 - the 15% of the credit insurance premium payable to CESCE up to EUR 171,999.18
- A French Buyer Credit amounting to EUR 31,080,926 (thirty one million eighty thousand and nine hundred twenty six Euros), to be granted by the Lenders in order to finance (i) up to 85% of the French and Assimilated Share up to EUR 20,832,969.60 related to the Commercial Contract A and up to EUR 3,400,000 for the Complementary Commercial Contract B, (ii) the Local Share limited to the 15% of the advance payment of the French and assimilated Share up to EUR 3,676,406.40 related to the Commercial Contract A and up to EUR 600,000 for the Complementary Commercial Contract A and (iii) 100% of the credit insurance premiums payable to COFACE estimated up to EUR 2,210,750 related to the Commercial Contract A and up to EUR 360,800 for the Complementary Commercial Contract A .
 - A Spanish Buyer Credit amounting to EUR 11,396,863.39 (eleven million three hundred and ninety six thousand eight hundred and sixty three euros and thirty nine cents) to be granted by the Lenders in order to finance (i) up to 85% of the Spanish and Assimilated Share, (ii) [the Local Share limited to the 15% of the advance payment of the Spanish and assimilated Share and (iii) 85% of the credit insurance premiums payable to CESCE
- 5** Subject to the signing of the French Buyer Credit Agreement and the Spanish Buyer Credit Agreement with the Lenders, the Lenders are willing to provide a Long Term Commercial Loan on the terms and conditions set forth below,

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS :

ARTICLE 1 – DEFINITIONS

For the purposes hereof, the following terms, where capitalised, shall have the following meaning:

“Agent”	means BNP Paribas Paris
"Agreement”:	the present Long Term Commercial Loan Agreement, including its Schedules as well as later amendments thereto, if any;
“Available Facility”	the undisbursed portion of the Credit Facility at any time;
“Available Commitment”	in relation to any Lender at any time and save as otherwise provided herein, its Commitment at such time less the aggregate of its portions in each Disbursement made to the Borrower hereunder
"Banking Day" <i>(For day-to-day management : Disbursements, payment dates of fees and intermediate interest, Payment Dates of principal or interest) :</i>	any day when the central offices of banks are open for all types of business for the entire day in Paris and Madrid, Saturdays and Sundays excluded ;
"Borrower”:	The Dominican Republic acting by and through the “Secretaría de Estado de Finanzas located in Santo Domingo – Dominican Republic;
"Buyer”:	the Dominican Republic acting by and through the “Oficina para el Reordenamiento del Transporte “ “OPRET” located in Santo Domingo – Dominican Republic;
“CESCE”	Compañía Española de Seguros de Credito a la Exportacion S.A.;
“COFACE”	Compagnie Française d'Assurance pour le Commerce Extérieur;
“Closing Date”	the date on which this Agreement is executed by the Borrower and the Original Lender;
"Commercial Contract A”	has the meaning given to it in the recitals hereof, including its Schedules as well as later amendments thereto, if any;
“Commercial Contract B”	has the meaning given to it in the recitals hereof, including its Schedules as well as later amendments thereto, if any;
“Commitment”	in relation to any Lender and at any time, the aggregate of: (a) any amounts agreed to be financed by it under the Credit Facility; and

- (b) the amounts transferred to it pursuant to Section 16(8) (*Assignments*), as the same may be varied as a result of subsequent assignments;

"Credit Facility":	the maximum amount in principal as determined by Article 2 available for Disbursement by the Borrower under the present Agreement;
"Disbursement" :	a payment pursuant to Article 4;
"Disbursement Period"	the period starting on the Effective Date and ending 3 (three) months after such date provided however that, the period can be extended upon request of the Borrower and at the Lenders discretion;
"Effective Date"	the date on which the conditions as set out in Articles 3.1.1 and 3.1.2 will be fulfilled at the Agent's satisfaction;
"EONIA" (Euro OverNight Index Average):	<p>weighted average overnight rate calculated by the European Central Bank on all overnight unsecured lending transactions carried out in the euro area interbank money market and reported by the panel of reference banks selected for the calculation of the EONIA.</p> <p>This annual rate is published on page EONIA of the Reuters screen or any other page as may replace such page, by the Banking Federation of the European Union prior to the start of operations on the TARGET DAY following its reporting to the European Central Bank (D+1) by the reference banks;</p>
"EURIBOR" (EURO InterBank Offered Rate):	the percentage rate per annum determined by the European Union Banking Federation for the relevant period displayed on page EURIBOR01 of the Reuters screen or any other page which may be substituted for it (and if such page or service ceases to be available, the Agent may specify another page or service displaying the appropriate rate), being the average of prices supplied by the sample reference banks participating in the calculation of EURIBOR and published at 11.00 am Brussels time on the same day;
"Euro(s)" or "EUR":	the single currency of several member states of the European Union replacing their national currencies under the conditions of the European Community Treaty;
"External Indebtedness"	means indebtedness which is payable (or may be paid) in a currency other than the current lawful currency in the Dominican Republic, or where such currency is payable to the Lenders and any person domiciled, resident or having its registered office or principal place of business outside the Dominican Republic.
"Facility Office"	means any branch, representative or other office of a Lender for the time being, wherever located;

"Final Disbursement Date":	the date which is 6 (six) months after the Effective Date;
"First Repayment Date"	the date which is 24 (twenty four) months after the Effective Date;
"French Buyer Credit Agreement"	the French Buyer Credit signed in December 19, 2006 between the Borrower and the Lenders for an amount of EUR 31,080,926;
"French and Assimilated Share"	<p>a) the goods and services of French origin included in the Commercial Contract A price;</p> <p>b) the goods and services (including transport and insurance of any nature) from any country other than the Borrower's country or France, incorporated in the supply by the Supplier, and which have been the subject matter of sub-contracting agreements performed under the liability of the Supplier within the limits and conditions determined by the French Authorities,</p>
"Interest Period":	any period between a Payment Date (included) and the following Payment Date (excluded); however for any Disbursement the first Interest Period shall run from the date of this Disbursement (included) to the following Payment Date (excluded); for the calculation of the interest on delayed payments due according to the terms of the Agreement, the interest shall be computed on a day to day basis;
"Instructing Group"	<p>(a) if there are no Outstanding Amount, a Lender or Lenders whose Commitments aggregate more than 66% of the total Commitments (or, if the total of such Commitments has been reduced to zero, aggregated more than 66% of the total thereof immediately prior to the reduction); and</p> <p>(b) at any other time, a Lender or Lenders whose participations in Outstanding Amount aggregate at least 66% of the Outstanding Amount;</p>
"Lender"	BNP Paribas, Société Générale and Fortis Bank and any other financial institutions which becomes a party hereto pursuant to an assignment or transfer in accordance with Section 16.8
"Local Share"	the goods and services originating from the Borrower's country, incorporated in the Commercial Contract A and B price;
"Margin":	2.85% p.a. (two point eighty five per cent per year);
"Mandated Lead Arranger"	means individually BNP Paribas, Société Générale Paris and Fortis Bank
"Outstanding Amount":	at any time the amount in principal of the Credit Facility disbursed and not repaid by the Borrower;

"Payment Date" :	Any of dates calculated every 6 (six) months from the Effective Date;
"Spanish Buyer Credit Agreement"	the Spanish Buyer Credit signed in December 19, 2006 between the Borrower and the Lenders for an amount of EUR 11,396,863.39;
"Spanish and Assimilated Share"	a) the goods and services of Spanish origin included in the Commercial Contract B price; b) the goods and services (including transport and insurance of any nature) from any country other than the Borrower's country or Spain, incorporated in the supply by the Supplier, and which have been the subject matter of sub-contracting agreements performed under the liability of the Supplier within the limits and conditions determined by the Spanish Authorities,
"Supplier A" :	means the consortium constituted under French Law between: Compagnie Internationale de Maintenance, S.A France a French <i>société anonyme</i> with a capital of 1,632,816 Euros with its registered office located at 55 rue du Bois Chaland 91029 Evry, France, registered in the <i>Registre du Commerce et des Sociétés</i> of Evry under the number 380330571, and TSO SA France a French <i>société anonyme</i> with a capital of 10,800,000 Euros with its registered office located at Chemin du Corps de Garde 77500 Chelles, France, registered in the <i>Registre du Commerce et des Sociétés</i> of Meaux under the number 747 252 120;
"Supplier B"	Sampol Ingenierie y Obras, S.A. a Spain <i>Sociedad comercial</i> with its registered office located at Calle Gremio Boneteros N° 48, 07009 Palma de Mallorca, España;
"TARGET": (Trans-European Automated Real-time Gross settlement Express Transfer)	European real time gross settlement system managed by the European Central Bank and linking the real time gross settlement systems of the Member States of the European Union;
"TARGET Day":	a day when the TARGET (Trans-European Automated Real-Time Gross settlement Express Transfer) system is open;
"VAT"	shall be construed as a reference to value added tax including any similar tax, which may be imposed in place thereof from time to time.

Words importing the plural shall include the singular and vice versa.

ARTICLE 2 – AMOUNT OF THE LONG TERM COMMERCIAL LOAN AGREEMENT

- 2.1** The Original Lender shall make available to the Borrower, under the terms and conditions set forth herein, a Credit Facility in a maximum amount of EUR 11,336,471.73 (eleven million three hundred and thirty six thousand four hundred and seventy one euros and seventy three cents) intended to:
- 2.1.1** finance the 15% advance payment of the Total Commercial Contract A up to EUR 5,708,906.40 (five million seven hundred and eight thousand nine hundred and six euros and forty cents) of which EUR 4,958,906.40 related to the Commercial Contract A and up to EUR 750,000 for the Complementary Commercial Contract A,
 - 2.1.2** finance the Local Share not financed by the French Buyer Credit Agreement up to EUR 3,846,093.60 (three million eight hundred and forty six ninety three euros and sixty cents) of which EUR 3,591,093.60 related to the Commercial Contract A and up to EUR 250,000 for the Complementary Commercial Contract A,
 - 2.1.3** finance the 15% advance payment of the Spanish and Assimilated Share of the Commercial Contract B up to EUR 1,563,330.20 (one million five hundred sixty three thousand three hundred thirty euros and twenty cents),
 - 2.1.4** finance the Local Share not financed by the Spanish Buyer Credit Agreement up to EUR 51,142.35 (fifty one thousand one hundred and forty two euros and thirty five cents),
 - 2.1.5** to repay to the Agent up to an estimated amount of EUR 171,999.18 (nine hundred seventy four thousand six hundred and sixty two euros and four cents), 15% of the credit-insurance premium payable to CESCE.

Should the amount of the French Buyer Credit Agreement and/or the Spanish Buyer Credit Agreement and/or the Commercial Contract A and/or the Commercial Contract B be reduced for any reason whatsoever this credit shall be reduced in the same proportion.

This reduction shall be made by reducing the maximum amount to be disbursed hereunder should it happen within the Disbursement Period and/or by prepayment by the Borrower without penalty or premium of the relevant amounts, should it happen after full Disbursement of the Credit or after the end of the Disbursement Period.

ARTICLE 3 – CONDITIONS PRECEDENT FOR DISBURSEMENT

No Disbursement shall be made unless the following conditions have been fulfilled to the satisfaction of the Agent:

- 3.1** Upon receipt of the Condition Precedent 3.1.1 and 3.1.2 below by the Agent within 30 (thirty) days following the execution hereof, the Agent will declare the Effective Date:
- 3.1.1** copy of the Commercial Contract A and B and of all its Annexes, in terms satisfactory to the Agent;
 - 3.1.2** copy of the decision of the relevant authorities of the Borrower's country including the Congress ratification, required regulatory approvals, the publication in the Official Gazette and the registration by the "Secretaría de Estado de Finanzas", authorising the Borrower to incur liability under the terms and conditions of the present Agreement
- 3.2** The Conditions Precedent listed from 3.2.1 to 3.2.6 below shall be received by the Agent within 30 (thirty) days from the Effective Date.
- 3.2.1** legal opinion issued by the "*Consultor Jurídico del Poder Ejecutivo*", substantially in the form attached hereto as Schedule 4;
 - 3.2.2** evidence of the authority of the Borrower to execute, deliver, perform and observe the terms and conditions of the Agreement and any related document, and authority for each person who, on behalf of the Borrower, will sign the Agreement and related documents, or will act as the Borrower's representative ;
 - 3.2.3** authenticated sample of the signature of any authorised representative of the Borrower (in particular the signatory hereof) ;
 - 3.2.4** authenticated sample of the signature of any authorised representative(s) of the Borrower, for the signing of the payment documents as described in Schedule 2 hereinafter;
 - 3.2.5** confirmation by the Lenders to the Agent of the effectiveness of risk mitigation instruments, in terms satisfactory to each of the Lenders, at its sole discretion;
 - 3.2.6** If any, copy of all environmental permits and licenses;
- 3.3** No Disbursement related to the Commercial Contract A shall be made unless the Agent receives the following documents and the following conditions be fulfilled to its satisfaction:
- 3.3.1** a certificate issued jointly by the Buyer and the Supplier A certifying that, with the sole exception of the receipt by the Supplier A of the 15% advance payment to be paid by the present Agreement, the conditions precedent for the entry into force of the Commercial Contract A are met.
 - 3.3.2** receipt of the Disbursement Request in the form attached hereto as Schedule 3;
 - 3.3.3** the due execution by the Borrower and the Lenders of the French Buyer Credit Agreement and evidence that its conditions precedent except conditions 3.3.1 and 3.3.2 and conditions listed to the point 3.4 have been received in a form acceptable by the Agent thereof;

- 3.4** Moreover, no Disbursement related to the Complementary Commercial Contract A shall be made unless the Agent receives the following documents and the following conditions be fulfilled to its satisfaction
- 3.4.1** copy of the signed Complementary Commercial Contract A and of all its Annexes, in terms satisfactory to the Agent,
 - 3.4.2** a certificate issued jointly by the Buyer and the Supplier A certifying that, with the sole exception of the receipt by the Supplier A of the 15% advance payment to be paid by the present Agreement, the conditions precedent for the entry into force of the Complementary Commercial Contract A are met.
 - 3.4.3** if necessary signature of an amendment to this Agreement with a complementary Schedule 2 and receipt by the Agent of an authenticated sample of the signature of any authorised representative of the Borrower (in particular the signatory of the amendment),
 - 3.4.4** receipt of the Disbursement Request in the form attached hereto as Schedule 3;
 - 3.4.5** evidence that the conditions precedent listed to the point 3.4 of the French Buyer Credit Agreement have been received in a form acceptable by the Agent thereof;
- 3.5** Moreover, no Disbursement related to the Commercial Contract B shall be made unless the Agent receives the following documents and the following conditions be fulfilled to its satisfaction:
- 3.5.1** a certificate issued jointly by the Buyer and the Supplier B certifying that, with the sole exception of the receipt by the Supplier B of the 15% advance payment to be paid by the present Agreement, the conditions precedent for the entry into force of the Commercial Contract B are met.
 - 3.5.2** receipt of the Disbursement Request in the form attached hereto as Schedule 3;
 - 3.5.3** the due execution by the Borrower and the Lenders of the Spanish Buyer Credit Agreement and evidence that its conditions precedent except conditions 3.3.1 and 3.3.2 have been received in a form acceptable by the Agent thereof;
- 3.6** Moreover, no Disbursement shall be made unless the following conditions be fulfilled to its satisfaction:
- 3.6.1** no default and Event of Default exists and no material adverse effect has occurred
 - 3.6.2** the payment by the Borrower of all amounts due under the Article 7 and Article 8 of this Agreement.

ARTICLE 4 – DISBURSEMENTS - INSTRUCTIONS FOR PAYMENT BY THE BORROWER

4.1 Any Disbursement may be made only by payment to the Supplier. Therefore, the Borrower mandates the Agent to:

4.1.1 pay in his name and on his behalf to the Supplier A, any amounts owed to it against the delivery by the Supplier to the Agent of the documents provided under Schedule 2 verified in compliance by the Agent;

4.1.2 pay in his name and on his behalf to the Supplier B any amounts owed to it against the delivery by the Supplier to the Agent of the documents provided under Schedule 2 verified in compliance by the Agent ;

Such documents listed in Schedule 2 include the prior agreement of the Borrower for each Disbursement duly materialised by the signing of the Disbursement Request in the form attached in Schedule 3.

4.1.3 reimburse the Lenders the 15% of the credit insurance premiums payable to CESCE which are not financed through the Spanish buyer Credit.

4.2 This mandate is irrevocable.

4.3 The payments shall be made by the Agent to the account of the Supplier A, or the Supplier B or the Lenders within five (5) Banking Days following the delivery to the Agent of the documents provided in Schedule 1 provided they have been verified in compliance by the Agent.

4.4 The Agent shall inform the Direccion General de Crédito Publico, (attention to the Secretariado de Estado de Finanzas, fax (809) 687-5170 or 687-6561) of the amount and date of the Disbursement.

4.5 Verification by the Agent of the documents provided under Schedule 2 shall be limited to checking their apparent compliance as defined under the Uniform Customs and Practices for Documentary Credits published by the International Chamber of Commerce.

4.6 No Disbursement shall be made after the Final Disbursement Date.

4.7 Each Lender shall participate through its Facility Office in each Disbursement made pursuant to this Article 4 in the proportion which its Available Commitment bears to the Available Facility immediately prior to making the Disbursement.

4.8 The obligations of each Lender hereunder are several and the failure of any Lender to perform its obligations hereunder shall not affect the obligations of the Borrower towards any other party hereto nor shall any other party be liable for the failure by such Lender to perform its obligations hereunder.

4.9 If the Lenders' Available Commitment is reduced in accordance with the terms hereof after the Agent has received the documents provided in Schedule 2 in relation to a Disbursement to be made under the Facility, then the amount of the Disbursement shall be reduced accordingly.

ARTICLE 5 – REPAYMENT OF THE PRINCIPAL - INTERESTS

5.1 Repayment of principal

Any Disbursement generates a right to repayment for the Lender.

Any Disbursement shall be repaid in 11 (eleven) equal and consecutive six monthly instalments, the first one falling due on the date which is 24 (twenty four) months after the Effective Date.

Once all Disbursements have been made, the Agent will send a repayment schedule to the Borrower.

5.2 Interest

The claim of the Lender under any Disbursement shall bear interest from the date of such Disbursement and until the last Payment Date.

The interest shall be calculated on the Outstanding Amount on the exact number of days of any Interest Period and on the basis of a year of 360 days. The interest shall be payable at the end of the period at any Payment Date.

The interest shall be calculated on the six month EURIBOR rate with the exception of interest due under any first Interest Period where such period is less than six months.

In this case the interest shall be calculated on the basis of the 1, 2, 3, 4 and 5 month EURIBOR rate according to the duration of such Interest Period except in the event of an incomplete period (1) where the closest EURIBOR rates shall be used to carry out an interpolation (2) according to banking practice.

The applicable EURIBOR rate shall be the rate in force two TARGET Days prior to the first day of the relevant Interest Period (D-2). This rate shall be increased by the Margin.

The Agent shall notify the Borrower, by fax, no later than 8 (eight) Banking Days after any Disbursement of the interest rate to be applied to the first Interest Period of this Disbursement.

Similarly, the Agent shall notify the Borrower, by fax, no later than 8 (eight) Banking Days after the beginning of any Interest Period of the interest to be applied to the such Interest Period.

(1) Example of incomplete period : (a) 1 month and 15 days , (b) 4 months and 10 days

(2) Examples of interpolation :

- a) 1 month and 15 days : $\text{EURIBOR 1 Month} + (\text{EURIBOR 2 Month} - \text{EURIBOR 1 Month}) \times 15/30$
- b) 4 months and 10 days : $\text{EURIBOR 4 Month} + (\text{EURIBOR 5 Month} - \text{EURIBOR 4 Month}) \times 10/30$

For any Interest Period, the Agent shall draw up a statement of interest due and send it to the Borrower no later than fifteen (15) days before any Payment Date.

Events preventing the determination of EURIBOR

Where modifications arise affecting the determination of EURIBOR referred to in this Agreement or of any other rate which is substituted for it and in the event of disappearance of this rate or this rate and the substitution of a rate of the same nature or equivalent, and in the event of modification affecting the organisation publishing it, or in the conditions of publication the rate or rate arising out of this modification or substitution shall automatically apply.

In the event of disappearance of EURIBOR or any other rate which may be substituted for it, and in the absence of a replacement rate, the Agent shall inform the Borrower and the parties shall consult in order to determine by common agreement a new rate.

In any event, the application of any new rate shall be retroactive from the date of modification of the disappearance or the termination of publication of EURIBOR or any other rate which may be substituted for it.

Should no agreement be reached within 15 (fifteen) calendar days from the date of the notification sent to the Borrower, the Borrower shall immediately repay all amounts due under this Agreement in principal, interest, fees, costs and ancillary expenses and any costs incurred by the Agent by such repayment, it being agreed that the interest payable from the disappearance of the EURIBOR or any other rate which may be substituted for it, or the publication shall be determined at a fixed rate equal to the last Interest Rate published on the Banking Day preceding the said event increased by the Margin.

Special provisions concerning Payment Dates

Any Payment Date which is not a Banking Day shall be postponed to the following Banking Day and shall entail no modification of the following Payment Dates.

In such cases, the statement of interest shall be completed for the exact number of days of the modified Interest Period.

One month before the postponed Payment Date, the Agent shall send the Borrower a statement showing the additional amount of interest owed by the Borrower on the Payment Date.

ARTICLE 6 – UNAVAILABILITY OF DEFENCES AS AGAINST THE LENDERS

- 6.1** The Borrower acknowledges that its covenants under this Agreement are independent and separate from the Commercial Contract A or the Commercial Contract B as applicable and that their performance may in no case be affected by any difficulty which may arise in the relations between the Supplier A or the Supplier B as applicable and the Buyer under the Commercial Contract or for any other reason.
- 6.2** The Borrower waives the right to set off where it considers that it holds any claim against the Lenders.

ARTICLE 7 - FEES

7.1 Commitment Fee

The Borrower shall pay the Agent, a Commitment Fee at a rate of 0.25% p.a. (zero point twenty five percent) per annum.

7.1.1 It shall be calculated monthly on the undisbursed amount of the Credit Facility as defined in the Article 2 and relating to the financing of the Commercial Contract A, Commercial Contract B and the insurance premium payable to CESCE, i.e. EUR 10,336,471.73 (4,958,906.40 plus 3,591,093.60 plus 1,563,330.20 plus 51,142.35 plus 171,999.18) at the beginning of any relevant one month period on the basis of the exact number of days in relation to a 360 day year. The first month period will begin on the Effective Date and the last period will end on the Final Disbursement Date.

It shall be payable every six months in arrears, within 30 days following the dispatch by the Agent to the Borrower of the relevant statement. .

7.1.2 For the Complementary Commercial Contract

It shall be calculated on the amount of the exact increase in the Credit Facility relating to the financing of the Complementary Commercial Contract A as provided by Article 2.

The calculation shall be made on the amount of the exact increase in Credit Facility from the Effective Date to the Disbursement date relating to such increase and shall be carried out on a basis of the exact number of days in relation to a 360 day year.

It shall be payable for the increase in the Credit Facility at the Disbursement date relating to such increase within 30 days following the dispatch by the Agent to the Borrower of the relevant statement

7.2 Management Fee

The Borrower shall pay the Agent a fixed Management Fee at a rate of 0.40% (zero point forty per cent) flat.

7.2.1 It shall be calculated on the amount of the Credit Facility as defined in Article 2 and relating to the financing of the Commercial Contract A, Commercial Contract B and the insurance premium payable to CESCE i.e. EUR 10,336,471.73 (4,958,906.40 plus 3,591,093.60 plus 1,563,330.20 plus 51,142.35 plus 171,999.18),.

It shall be payable in full on the Effective Date, within 30 days following the dispatch by the Agent to the Borrower of the corresponding statement.

7.2.2 For the Complementary Commercial Contract

It shall be calculated on the amount of the exact increase in the Credit Facility relating to the financing of the Complementary Commercial Contract A as provided by Article 2.

It shall be payable for the increase in the Credit Facility at the Disbursement date relating to such increase within 30 days following the dispatch by the Agent to the Borrower of the relevant statement

ARTICLE 8 – TAXES, DUTIES LEVIES - COSTS AND INCIDENTAL EXPENSES

8.1 Taxes

8.1.1 All taxes and other tax amounts (including, where applicable, any stamp duties and registration fees), payable upon the signature and/or the performance of this Agreement.

8.1.2 The Borrower agrees that all payments incumbent upon it under this Agreement, shall be made net of all taxes and withholdings.

If the Borrower is required by law, tax treaty or regulation of any relevant revenue authority, to make a deduction or a withholding on the payments to be made pursuant to this Agreement the Borrower expressly agrees to increase the said payments in such a manner that after deduction of such taxes or withholdings, the Agent shall receive an amount in Euros equal to the amount which they would have received in the absence of such a deduction.

The Borrower expressly agrees to remit to the Agent within 2 months from the payment of the amount subject to withholding a document from the local Tax Authority or from the paying agent of such amounts and certifying the payment of the corresponding withholding tax.

If the Borrower fails to perform its obligations under this Article, the Agent may in accordance with Article 12 below, interrupt the Disbursements of the Credit Facility.

8.2 Costs and Incidental Expenses

The Borrower agrees to pay directly or to reimburse the Agent, upon first demand, all costs, expenses and fees incurred by the Agent (including travel and accommodation expenses, translation costs and transport and telecommunication, fees and expenses of lawyers, consultants and experts) incurred by :

8.2.1 the preparation, negotiation, execution and implementation of this Agreement, its Schedules and any other document related thereto ;

8.2.2 the monitoring of the Credit Facility, legal opinions and any other document attached thereto ;

8.2.3 any modification of this Agreement, legal opinion or any document related thereto ;

8.2.4 (a) the preservation by the Lenders of their rights under this Agreement, and any document related thereto, (b) the non-performance by the Borrower of its obligations under this Agreement, and any document related thereto; (c) acceleration of the Outstanding Amount ,(d) preservation by the Lenders and or by the Agent of their / its rights of the risk mitigation instrument and (e) collection by the Lender of its claim ;

Costs, expenses and fees incurred by the Agent in the events listed in 8.2.1, 8.2.2. and 8.2.3. above shall be previously approved by the Borrower and they will be capped to EUR 20,000..

8.3 Cash Management Costs

The Borrower shall immediately pay to the Agent the various expenses and costs incurred by acceleration of all or part of the debt, in particular any possible loss which may result for the Lenders, from the difference between the refinancing costs and the expected reinvestment rate on the money market for the expected funds concerned by acceleration.

ARTICLE 9 – REPRESENTATIONS OF THE BORROWER

9.1 The Borrower represents that:

- 9.1.1** the Credit Facility constitutes and will constitute direct and unconditional External Indebtedness of the Borrower and ranks and will rank at least pari passu with all other unsecured External Indebtedness ;
- 9.1.2** according to the Constitution of the Dominican Republic and its Laws, Mr Vicente Bengoa has been duly authorised to execute this Agreement;
- 9.1.3** it has obtained from the relevant Dominican authorities all the licences permits or approvals required under the law of the Dominican Republic (including the Congress ratification, required regulatory approvals, the publication in the Official Gazette and registration by the “Secretaría de Estado de Finanzas” and regulations concerning financial relations with foreign countries), for the validity of this Agreement and authorising their execution and their performance, (including the right to acquire and transfer the EUR required for the performance by the Borrower of its repayment obligations under this Agreement);
- 9.1.4** the Buyer has obtained all permits, licences, or authorisations required for the execution and performance of the Commercial Contract A and the Commercial Contract B;
- 9.1.5** this Agreement has been duly executed and any obligation contained therein constitutes a valid and enforceable undertaking by the Borrower;
- 9.1.6** the execution of this Agreement and the performance of any obligation arising therefrom is not in conflict with and does not breach any provision of its Laws and does not breach of any of its obligations under any agreement or undertaking to which it is party;
- 9.1.7** the execution and performance of this Agreement is not contrary to public policy nor any law or regulation applicable to the Borrower ;
- 9.1.8** no stamp, registration or authorisation whatever shall be required as regards this Agreement (a) to ensure the validity of the obligations contained therein and (b) to produce such documents in evidence in the Dominican Republic and to obtain their enforcement ;
- 9.1.9** the Borrower is not in default in the payment or performance of any of its payment obligations for or in respect of its External Indebtedness and no creditor is entitled to accelerate payment of its debts as a result of a default by the Borrower ;
- 9.1.10** the Borrower is involved in no legal, arbitration or administrative proceedings, the result of which could affect its creditworthiness, or jeopardise the performance of its obligations under this Agreement;
- 9.1.11** all information supplied by the Borrower to the Lender under this Agreement is accurate and complete and the Borrower is not aware of any information which, had it been disclosed to the Lender, would have modified the decision of a Lender to grant the Credit Facility;
- 9.1.12** this Agreement is legal act governed by commercial law (*acta de comercio*);

9.1.13 the Borrower has duly waived any immunity from jurisdiction, execution or enforcement which it enjoys at present or may enjoy;

9.1.14 the Borrower has validly elected French law to govern its obligations under this Agreement;

9.1.15 the Borrower has validly submitted to the jurisdiction to the Court of Commerce of Paris;

9.2 The representations hereinabove shall be deemed renewed by the Borrower on each Payment Date.

ARTICLE 10 – COVENANTS OF THE BORROWER

The Borrower, until such time it is fully discharged by the Lender with respect to the terms of this Agreement, undertakes:

- 10.1** not to revoke or change the authority given under Article 4.1.1 without express consent by the Agent and that of the Supplier A ;
- 10.2** not to revoke or change the authority given under Article 4.1.2 without express consent by the Agent and that of the Supplier B;
- 10.3** not to revoke or change the authority given under Article 4.1.3 without express consent by the Agent
- 10.4** to comply with the applicable laws and regulations of its country, those which may enter into force subsequent to the execution of this Agreement where non-compliance could directly or indirectly affect the due performance of this Agreement;
- 10.5** to obtain and renew all authorisations required to perform its obligations under this Agreement;
- 10.6** to ensure that the Buyer
 - 10.6.1** obtains and maintains all authorisations which are required to perform its obligations under the Commercial Contract A and the Commercial Contract B;
 - 10.6.2** shall inform the Agent of any provision that could alter the Commercial Contract A or the Commercial Contract B including those concerning the parties to the Commercial Contract A or the Commercial Contract B, the purpose, the price, the distribution of this price, the performance dates and more generally any provision of the A or the Commercial Contract B which may affect the conditions of Disbursement of the Credit Facility;
 - 10.6.3** agrees to and facilitates inspection by the representatives of the Agent and pays the related travel expenses;
- 10.7** to inform the Agent promptly of :
 - 10.7.1** the occurrence of any event likely to constitute an event of acceleration ;
 - 10.7.2** the occurrence of any event likely to affect the accuracy of, or modify, the representations of the Borrower ;
 - 10.7.3** the occurrence of any event likely to affect the due performance of this Agreement;
 - 10.7.4** any negotiations undertaken with any of its creditors with a view to postponing or restructuring any of its debts.
- 10.8** to supply to the Agent any additional information which the Agent may request.

ARTICLE 11 – LATE INTEREST

- 11.1** Any amount payable by the Borrower under this Agreement shall automatically bear interest, from the date it is payable until its actual payment, at a rate equivalent to the EONIA increased by 2% p.a.(two percent per year).

In any case, this rate may not be less than the rate fixed pursuant to Article 5.2 of the Agreement, including the Margin, increased by 2% p.a.(two percent per year).

- 11.2** In the event of any modification affecting the determination of the EONIA, the disappearance of this rate or its substitution by another index of similar or equivalent nature for it, any modification affecting the organisation publishing it, or in the conditions of its publication, the index resulting from such modification or such substitution shall be applied automatically.

In any case, the application of any new rate shall be retroactive from the date of modification, disappearance or cessation of publication of the EONIA or of any other index that may be substituted for it.

- 11.3** Late interest shall be calculated on the basis of the exact number of days on the basis of a year of 360 days.
- 11.4** Late interest shall be payable upon first demand in writing by the Agent.

ARTICLE 12 – INTERRUPTION OF THE LOAN – EVENTS OF DEFAULT

No Disbursement may be made and payment of all amounts owed by the Borrower under this Agreement may be accelerated automatically upon simple written notification by the Agent to the Borrower, without further formality upon the occurrence of any of the following events:

- 12.1** The Borrower fails to pay at the due date any amount payable under this Agreement ;
- 12.2** The Borrower fails to perform any of its obligations or fails to comply with any of its undertakings made under this Agreement ;
- 12.3** any present or future External Indebtedness incurred or guaranteed by the Borrower other than this Loan Agreement, becomes due and payable prior to the stated maturity thereof or is being unpaid ;
- 12.4** A representation made by the Borrower under this Agreement or a document supplied by the Borrower under this representation is or becomes inaccurate or incomplete ;
- 12.5** The Borrower, as a result of undertakings other than those arising out of this Agreement fails to perform or comply with any payment obligation or any of the Borrower's creditors is entitled as a result of the default by the Borrower, to accelerate payment of its debts ;
- 12.6** The Borrower is subject to legal, arbitration or administrative proceedings likely to affect its creditworthiness, or jeopardise the performance of its obligations under this Agreement;
- 12.7** The Borrower suspends payment of all or part of its External Indebtedness or undertakes with any of its creditors negotiations with a view to restructuring, rescheduling or refinancing all or part of its debt;
- 12.8** Any governmental measure or decision is made or any event occurs in the country of the Borrower, or in any third country through which payments are made, which prevents or may prevent the payment by the Borrower of the amounts due under this Agreement ;
- 12.9** The Commercial Contract A and/or the Commercial Contract B and/or the French Buyer Credit Agreement and /or the Spanish Buyer Credit Agreement are modified (excluding any amendments which will not substantially change the terms of the French Buyer Credit Agreement and/ or the Spanish Buyer Credit Agreement and/or the Commercial Contract A and/or the Commercial Contract B) prepaid, suspended, terminated, or rescinded, for any reason, or is the subject of arbitration or legal proceedings;
- 12.10** The Credit Facility doesn't constitute any more a direct and unconditional External Indebtedness of the Borrower and doesn't rank any more *pari passu* with all other unsecured External Indebtedness of the Borrower.
- 12.11** Default has occurred under the French Buyer Credit Agreement and/or the Spanish Buyer Credit Agreement or any event described in Article 13 of the French Buyer Credit Agreement and in Article 13 of the Spanish Buyer Credit Agreement

ARTICLE 13 – CHANGE IN CIRCUMSTANCES

- 13.1** The provisions of this Agreement have been determined on the basis of economic, financial, legal, tax and monetary data available at the date of execution of this Agreement in the countries where the registered office of the Lenders and the Borrower are situated, or the countries through which payments are made, and the international economic and financial conditions at the same date.
- 13.2** Where, as a result of any new law or regulation, or any amendment or construction of such law or regulation by a relevant authority, whether such law, regulation or authority be French, European or foreign, it becomes illegal or impossible for the Lender to maintain its participation in this Agreement :
- 13.2.1** the Agent shall notify the Borrower of the occurrence of such new circumstances. No Disbursement may be made subsequent to the date of such notification;
- 13.2.2** the Borrower and the Agent shall consult to an amicable solution permitting the performance of this Agreement to be continued ;
- 13.2.3** should no such agreement be reached with thirty (30) calendar days following notification above, the Agent shall notify the Borrower of the termination of its obligations under this Agreement and shall require the immediate repayment of all amounts due by the Borrower to the Lenders under this Agreement, increased by any cash management costs entailed by such prepayment.
- 13.3** Where as a result of any new law or regulation, or any modification or construction of such law or regulation by a relevant authority, whether such law, regulation or authority be French, European or foreign, the Lenders are subject to any tax, monetary, financial or banking measure entailing an increase in the cost of its participation in this Agreement (resulting, for example, from mandatory reserves or deposits, equity capital or liquidity or other ratios, any tax or other levy with the exception of corporation tax) or resulting in a reduction in their remuneration or where such reduction in remuneration results from a court decision, the following provisions shall apply :
- 13.3.1** the Agent shall notify the Borrower of the occurrence of such new circumstances. No Disbursement may be made subsequent to the date of such notification;
- 13.3.2** the Borrower may elect :
- a) to request the Lenders to maintain its participation in this Agreement by expressly undertaking to fully pay the increase in cost of such participation or the reduction of their remuneration under this Agreement ;
- (b) to consult the Agent in order to find a new arrangement.
- 13.3.3** should no such agreement be reached with thirty (30) calendar days following notification above, the Agent shall notify the Borrower of the termination of its obligations under this Agreement and shall require the immediate repayment of all amounts due by the Borrower to the Lenders under this Agreement, increased by any cash management costs entailed by such prepayment.

ARTICLE 14 – APPLICATION OF FUNDS RECEIVED BY THE AGENT

Any amount received by the Agent, for any reason, shall be applied in the following manner:

- 14.1** in priority, to the payment of arrears of whatever nature and beginning with costs and incidental expenses as defined in Articles 8.2 and 8.3, fees, late interest, then payment of arrears of interest and principal in order of their Payment Dates, unless the Agent decides otherwise ;
- 14.2** in the absence of arrears or where arrears have been settled as provided above, to any Outstanding Amounts under this Credit Facility, beginning with the most future payments of principal, the interest being recalculated to take such application into account, unless otherwise agreed between the parties.

ARTICLE 15 – CURRENCY OF PAYMENT - DOMICILE

- 15.1** All amounts due by the Borrower under this Agreement shall be paid in EUR to the office of the Agent in Paris on their due date of payment, by crediting the account : 30004 / 05658 / 84030J clé 89, Swift : BNPAFRPPXXX, quoting the reference: BOCI/LSI/Crédits Financiers Long Term Commercial Loan /Metro de Santo Domingo- Phase 2 /Dominican Republic.
- 15.2** All payments under this Agreement shall be made in such a manner that the funds shall be available before 11 a.m. (eleven) (Paris time) on their date of payment.
- 15.3** Only payments in EUR shall be accepted.
- 15.4** Notwithstanding the foregoing, where, under any court decision against the Borrower or in the event of liquidation of the Borrower,
- (a) a payment under this Agreement has been made to the Agent, or amounts have been recovered by the Agent, in a currency other than EUR, and
 - (b) where after conversion into EUR of this other currency and transfer of such amount, the amount in EUR is less than the relevant debt, the Borrower undertakes to pay to the Agent, on first demand, the exact difference.

ARTICLE 16 – MISCELLANEOUS

16.1 No-waiver

The failure by the Lenders to exercise or the partial or late exercise of any rights hereunder shall not be deemed a waiver to such rights or exercise.

16.2 Severability

Where any provision of this Agreement is declared void or unenforceable by any court, the validity or the performance of any other provisions of this Agreement shall not be affected.

Any provision of this Agreement which is declared void or impossible to perform shall be, to the extent possible, performed by the Borrower in accordance with the spirit of this Agreement.

16.3 Binding effect

All statements and other certificates issued by the Lenders under this Agreement relating to the amounts due by the Borrower to the Lenders shall bind the Borrower, save substantial error.

16.4 Alterations

Any alteration of this Agreement shall be in writing and signed by the parties.

16.5 Schedules

The Schedules to this Agreement shall form an integral part of such Agreement.

16.6 Language

The language of this Agreement or its Schedules as well as any correspondence arising therefrom shall be English. Where translations into other languages are required the English version shall prevail.

16.7 Permitted Disclosures

The Borrower authorises the Lenders, its subsidiaries, branches and representative offices, any other entity of its group and its directors, officers, agents and employees, to disclose information relating to the Borrower, its business or its dealings with the Lender to the Relevant Persons (as listed below) only if the Lenders deem such disclosure to be necessary or desirable for (a) the carrying out of their duties, obligations, commitments and banking activities and/or (b) purposes of their internal cross-selling, assets liabilities and risk management policy.

« Relevant Persons » means any or all of the following in relation to (a) and (b) above as the case may be:

- (i) any authority or person to which banking secrecy may not be opposed pursuant to any applicable law or regulation or to case-law,
- (ii) subsidiaries, branches and representative offices of the Lenders and any other entity of their group,
- (iii) rating agencies, auditors and professional advisers (including, without limitation, legal advisers)

and if necessary financial institutions or institutional investors or other persons who are or might wish to be involved in risk transfer agreements including, without limitation, securitization schemes, hedging agreements or sub- participation.)

16.8 Assignments

This Agreement shall be binding upon and inure to the benefit of each party and its successors, transferees and assigns.

The Borrower shall not be entitled to assign or transfer any of its rights or obligations under this Agreement.

Each Lender may, at any time, assign all or any of its rights and benefits or obligations hereunder to a bank or a financial institution, provided, however, that any such assignment shall not be deemed to modify any rights, obligations or benefits of the Borrower hereunder. In such case, the Agent shall previously notify the Borrower of any assignment pursuant to this Clause and no additional cost related to such assignments will be paid by the Borrower, i.e. the Borrower will not incur in any additional cost or expenses related to taxes.

ARTICLE 17 – NOTICES

17.1 All notices by the Borrower and the Agent under this Agreement shall be given by fax confirmed by ordinary mail, overnight delivery mail, registered letter with recorded delivery, or hand delivery against receipt to the following addresses:

- the Borrower :

The Dominican Republic
acting by and through its Finance Secretary
Oficinas Principales, Avenida México 45,
Santo Domingo, DN, República Dominicana

Attention: Mr Vicente Bengoa – Finance Secretary -

Phone: (809) 687 5131, ext 2059
Fax (809) 687-5170 or 687-6561

- the Agent :

BNP PARIBAS
Commercial Support & Loan Implementation.
ACI: CHDESA1
37, place du Marché Saint Honoré
75001 Paris
(France)

Attention: Commercial Support & Loan Implementation.

Fax: +331.43.16.81.84

Any change in address shall be communicated under the procedure provided in this Article.

17.2 Any notice given under Article 17.1 shall take effect upon receipt by the other party.

17.3 Notices shall be in English.

ARTICLE 18 – VOLUNTARY PREPAYMENT

No voluntary prepayment can be made by the Borrower during the Disbursement Period.

Subject to a 3 month prior notice to the Agent, the Borrower may prepay the whole Outstanding Amount, such prepayment may be made only at an interest Payment Date. Amounts thus prepaid shall be applied in accordance with Article 14.”

In the case that the Borrower makes a prepayment on a date that is not a Payment Date; the Borrower will indemnify the Lenders with an indemnity (the "Indemnity"). The amount of such Indemnity shall be the difference between the financing rate, determined in accordance with Article 5.2 hereof, and the investment rate of the financial markets for each voluntary prepaid amount, any prepayment date and for each related remaining term.

Moreover, for each prepayment, all costs related to the risk mitigation instrument shall be borne by the Borrower.

The conditions of such prepayment shall be determined by common agreement between the Agent and the Borrower prior to such repayment. In any event, the Borrower shall notify its final decision to the Agent no later than five (5) Banking Days before the repayment date.

Two Banking Days before the prepayment date, the Agent shall notify the Borrower in writing of the amount of the indemnity payable.

No prepaid amount may be redisbursed.

The Lender shall be entitled at any time to demand immediate prepayment of the Outstanding Amount, in case of a reduction of the amount of the French Buyer Credit Agreement and /or Spanish Buyer Credit Agreement and/or of the Commercial Contract A and /or the Commercial Contract B, in the same proportion.

ARTICLE 19 – APPLICABLE LAW - JURISDICTION

- 19.1** This Agreement shall be governed by French law.
- 19.2** Any dispute arising out of the validity, construction or performance of this Agreement shall be settled (if possible) by an agreement to be entered on the ground of good faith negotiations between the parties hereto. Should the parties fail to reach such an agreement, such dispute shall be settled by the Court of Commerce of Paris. The settlement shall be held in Paris (France) and the language of settlement shall be English.
- 19.3** The Borrower hereby waives any immunity from jurisdiction or execution that it enjoys or may enjoy.

ARTICLE 20 – THE AGENT AND THE LENDERS

20.1 Appointment of the Agent. Each Lender hereby appoints the Agent to act as its agent for the purpose of this Agreement and authorizes the Agent to exercise such rights, powers, authorities and discretions as are specifically delegated to the Agent by the terms hereof, together with all such rights, powers, authorities and discretions as are reasonably incidental thereto.

20.2 Agent's Discretions. The Agent may:

- (a) assume, unless it has, in its capacity as Agent to the Lenders, received notice to the contrary from any other party hereto, that (i) any representation made or deemed to be made by the Borrower in connection herewith is true, (ii) no Event of Default has occurred, (iii) the Borrower is not in breach of or in default under its obligations hereunder and (iv) any right, power, authority or discretion vested in the Lenders or any other person or group of persons (whether pursuant to the Agreement or otherwise) has not been exercised;
- (b) engage and pay for the advice or services of any lawyers, accountants, or other experts whose advice or services may to it seem necessary, expedient or desirable and rely upon any advice so obtained;
- (c) rely at to matters of fact which might reasonably be expected to be within the knowledge of the Borrower upon a certificate signed by or on behalf of the Borrower;
- (d) rely upon any communication or document believed by it to be genuine;
- (e) refrain from exercising any right, power or discretion vested in it as Agent hereunder unless and until instructed by the Instructing Group as to whether or not such right, power or discretion is to be exercised and, if it is to be exercised, as to the manner in which it should be exercised; and
- (f) refrain from acting in accordance with any instructions of an Instructing Group to begin any legal action or proceeding arising out of or in connection with this Agreement, until it shall have received such security as it may require (whether by way of payment in advance or otherwise) for all costs, claims, losses, expenses (including legal fees) and liabilities together with any VAT thereon which it will or may expend or incur in complying with such instructions.

20.3 Agent's Obligations. The Agent shall:

- (a) act as paying agent for the purposes of disbursement of the Facility and the receipt of repayments and payments;
- (b) promptly inform each Lender of the contents of any notice or document received by it in its capacity as Agent from the Borrower hereunder; and
- (c) promptly notify each Lender of the occurrence of any Event of Default or any default by the Borrower in the due performance of or compliance with its obligations under this Agreement of which the Agent has notice from any other party hereto;

20.4 Lenders' Instructions.

- (a) Unless a contrary indication appears in this Agreement, the Agent shall exercise any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by an Instructing Group (or, if so instructed by an Instructing Group, refrain from exercising any right, power, authority or discretion vested in it as Agent).
- (b) In the absence of instructions from an Instructing Group, the Agent may act (or refrain from taking action) as it considers to be in the best interest of the Lenders.
- (c) The Agent is not authorised to act on behalf of a Lender in any legal or arbitration proceedings relating to this Agreement, without having first obtained that Lender's authority to act on its behalf in those proceedings.

- 20.5 Excluded Obligations.** Notwithstanding anything to the contrary expressed or implied herein, the Agent shall not:
- (a) be bound to enquire as to (i) whether or not any representation made by the Borrower in connection herewith is true, (ii) the occurrence or otherwise of any Event of Default; (iii) the performance by the Borrower of its obligations hereunder or (iv) any breach of or default by the Borrower of its obligations hereunder;
 - (b) be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account;
 - (c) be bound to disclose to any other person any information relating to any Borrower or any of its agencies 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; or
 - (d) be under any obligations other than those for which express provision is made herein.
- 20.6 Indemnification.** Each Lender shall, from time to time, indemnify the Agent on its demand in due proportion of its share of the Facility, against any cost, claim, loss, expense (including legal fees) and liability together with any VAT thereon which such Agent may incur in acting in its capacity as Agent hereunder.
- 20.7 Exclusion of Liabilities.** The Agent accepts no responsibility for the adequacy, accuracy, completeness and/or reasonableness of any representation, warranty, statement, projection, assumption or information supplied by the Borrower in connection herewith or for the legality, validity, effectiveness, adequacy, enforceability or admissibility in evidence of this Agreement, or any such notice or other document and accordingly the Agent shall be under no liability as a result of taking or omitting to take any action in relation to this Agreement, save in the case of gross negligence or wilful misconduct.
- 20.8 No Actions.** The Lenders agree that they will not assert or seek to assert against any director, officer or employee of the Agent any claim it might have against any of them in respect of the matters referred to in Section 20.7 (*Exclusion of Liabilities*).
- 20.9 Business with Borrower.** The Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with the Borrower.
- 20.10 Resignation.** Subject to the prior written consent of the Borrower, such consent not to be unreasonably withheld or delayed, the Agent may resign its appointment hereunder at any time without assigning any reason therefore by giving not less than thirty (30) days' prior written notice to that effect to the Lenders provided that no such resignation shall be effective until a successor for the Agent is appointed in accordance with the succeeding provisions of this Section 16 and provided further that the consent of the Borrower shall not be required in relation to any resignation:
- (a) required by reason of any change of law or interpretation and/or compliance with any request or requirement relating to the maintenance of capital or any other request from or requirement of any central bank or other fiscal, monetary or other authority in respect of which compliance in the relevant jurisdiction is generally customary by banks and financial institutions; or
 - (b) where the proposed successor agent is in another part of BNP Paribas or is a person that controls, is controlled by, or is under common control with, BNP Paribas.
- 20.11 Successor Agent.** If the Agent gives notice of its resignation pursuant to Clause 20(10) (*Resignation*), then, unless Section 20(10)(b) applies, any reputable and experienced bank or other financial institution may be appointed as a successor thereto by an Instructing Group

during the period of such notice but, if no such successor is so appointed, the Agent may appoint such a successor itself.

20.12 Rights and Obligations. If a successor to the Agent is appointed under the provisions of Section 20(11) (*Successor Agent*), then (a) the retiring agent shall be discharged from any further obligation hereunder but shall remain entitled to the benefit of the provisions of this Section 20 and (b) its successor and each of the other parties hereto shall have the same rights and obligations amongst themselves as they would have had if such successor had been a party hereto.

20.13 Own Responsibility. It is understood and agreed by the Lenders that they have themselves been, and will continue to be, solely responsible for making their own independent appraisal of and investigations into the business, financial condition, prospects, creditworthiness, status and affairs of the Borrower and, accordingly, the Lenders warrant to the Agent that they have not relied on and will not hereafter rely on the Agent or any other Lender:

- (a) to provide them with any information relating to the business, financial condition, prospects, creditworthiness, status or affairs of the Borrower or any other person, whether coming into its possession before or after the making of any Disbursement;
- (b) to check or enquire into the adequacy, accuracy, completeness or reasonableness of any representation, warranty, statement, projection, assumption or information at any time provided by or on behalf of the Borrower or any other person under or in connection with this Agreement or the transactions herein contemplated (whether or not such information has been or is at any time hereafter circulated to the Lenders by the Agent); or
- (c) to assess or keep under review the business, financial condition, prospects, creditworthiness, status or affairs of the Borrower or any other person.

ARTICLE 21 – ENTRY INTO EFFECT

This Agreement shall enter into effect on the Effective Date.

Executed Santo Domingo, on December 19, 2006

In four original counterparts

THE BORROWER

For and of behalf of THE DOMINICAN REPUBLIC

Name: Mr. Vicente Bengoa.

Title: Secretary of Finance.

THE AGENT

For and of behalf of BNP PARIBAS

Name: Mr Jean Philippe Poirier

Title: Area Manager Export Finance Latin America

THE MANDATED LEAD ARRANGERS

For and of behalf of BNP PARIBAS

Name: Mr Jean Philippe Poirier

Title: Area Manager Export Finance Latin America

For and of behalf of SOCIETE GENERALE Paris

Name: Mr Georges Quessada

Title: Director Export Finance Latin America

For and of behalf of FORTIS BANK NV/SA, SUCCURSALE EN FRANCE

Name: Mr André Deltenre,

Title : General Manager

THE LENDERS

For and of behalf of BNP PARIBAS

Name: Mr Jean Philippe Poirier

Title: Area Manager Export Finance Latin America

For and of behalf of SOCIETE GENERALE Paris

Name: Mr Georges Quessada

Title: Director Export Finance Latin America

For and of behalf of FORTIS BANK NV/SA, SUCCURSALE EN FRANCE

Name: Mr André Deltenre,

Title : General Manager

SCHEDULE 1**COMMITMENTS OF THE LENDERS**

BNP PARIBAS	33%
SOCIETE GENERALE	34%
FORTIS BANK	33%

SCHEDULE 2**DOCUMENTS TO BE PRESENTED TO THE AGENT
AND TERMS AND CONDITIONS OF DISBURSEMENTS**

Subject to the fulfilment of the conditions set out in Article 3 of this Agreement the Agent will pay the Supplier A or the Supplier B according to the provisions of the Commercial Contract A or the Complementary Commercial Contract A or the Commercial Contract B as applicable and its amendments as follows:

A) Commercial Contract A

- a) As regards the payment of the 15% advance payment to be paid to the Supplier A up to EUR 4,958,906.40,

against presentation by the Supplier A to the Agent of:

- a commercial invoice issued by the Supplier A stating expressly the split between the French and Assimilated Share and the Local Share,
- copy of the advance payment guarantee

against presentation by the Borrower to the Agent of:

- original of the Disbursement Request as per Schedule 3 duly signed by an authorised representative of the Borrower

- b) As regards the payment of the Local Share to be paid to the Supplier A up to EUR 3,591,093.60....

against presentation by the Supplier A to the Agent of:

- a commercial invoice issued by the Supplier A

against presentation by the Borrower to the Agent of:

- original of the Disbursement Request as per Schedule 3 duly signed by an authorised representative of the Borrower

B) Complementary Commercial Contract A

- a) As regards the payment of the 15% advance payment to be paid to the Supplier A up to EUR 750,000.

against presentation by the Supplier A to the Agent of:

- a commercial invoice issued by the Supplier A stating expressly the split between the French and Assimilated Share and the Local Share,
- if any copy of the advance payment guarantee

against presentation by the Borrower to the Agent of:

- original of the Disbursement Request as per Schedule 3 duly signed by an authorised representative of the Borrower

b) As regards the payment of the Local Share to be paid to the Supplier A up to 250.000

against presentation by the Supplier A to the Agent of:

- a commercial invoice issued by the Supplier A

against presentation by the Borrower to the Agent of:

- original of the Disbursement Request as per Schedule 3 duly signed by an authorised representative of the Borrower

B) Commercial Contract B

a) As regards the payment of the 15% advance payment to be paid to the Supplier B up to EUR 1,563,330.20..

against presentation by the Supplier B to the Agent of:

- a commercial invoice issued by the Supplier B

against presentation by the Borrower to the Agent of:

- original of the Disbursement Request as per Schedule 3 duly signed by an authorised representative of the Borrower

b) As regards the payment of the Local Share to be paid to the Supplier B up to EUR 51,142.35

against presentation by the Supplier B to the Agent of:

- a commercial invoice issued by the Supplier B

against presentation by the Borrower to the Agent of:

- original of the Disbursement Request as per Schedule 3 duly signed by an authorised representative of the Borrower

SCHEDULE 3**FORM OF DISBURSEMENT REQUEST***(on Borrower's letter head)*

[Dirección de Crédito Público or Secretaría de Estado de Finanzas] of the Dominican Republic

To: BNP Paribas
 ECEP/CSLI
 37 Place du Marché Saint Honoré
 ACI: CHDESA1
 75031 Paris Cedex 01

Attention to

[Date,.....]

Dear Sirs,

We refer to the Long Term Commercial Loan Agreement (the "Agreement") signed on between the Finance Secretary of the Dominican Republic as Borrower and BNP Paribas as Agent and BNP Paribas, Société Générale and Fortis Bank as Mandated Lead Arrangers and as Lenders.

The terms defined in the Long Term Commercial Loan Agreement shall have the same meaning in this Disbursement Request.

We hereby give you notice that at the request of the Buyer we ask the Agent to make a disbursement under the said Long Term Commercial Loan Agreement for an amount of EURO..... (*in letters ...Euros*), representing the amount of under [the Commercial Contract A or the Commercial Contract B as applicable].

In accordance with [Article 4.1.1 or 4.1.2 as applicable] of the Agreement, we request you to make such Disbursement available by payment to the account of the [Supplier A or the Supplier B or Lenders as applicable]

We hereby represent that, at the date hereof, the Representations set out in Article 9 (*Representations of the Borrower*) of the Agreement are, as of the date hereof, and will be as of the date of such reimbursement true and correct in all material respects, and no Default or Event of Default has, as of the date of hereof, or will have as of the date of such Disbursement, occurred and is continuing.

Sincerely yours,
 Signed

Finance Secretary of the Dominican Republic

(Place),

(Date)

(Authorised signatures of the Borrower)

SCHEDULE 4**FORM OF LEGAL OPINION****(to be issued for the Agreement)**

.....(name of Lender)

.....(address)

Attention

date.....

Dear Sirs,

As, my opinion has been requested as regards the Long Term Commercial Loan (hereinafter the "Agreement") signed on December 19, 2006 between the Dominican Republic acting by and through its Finance Secretary (hereinafter the "Borrower") and BNP PARIBAS as Agent and BNP Paribas, Société Générale and Fortis Bank as Mandated Lead Arrangers and as Lenders (hereinafter the Lenders) in an amount of EUR 11,336,471.73,. to finance the 15% advance payment and part of the Local Share and of the CESCE premium of :

- the contract executed on November 22, 2006 between the Dominican Republic acting by and through the "Oficina para el Reordenamiento del Transporte " "OPRET" ("Buyer") and Consortium composed by Compagnie Internationale de Maintenance, S.A France and TSO SA France, for the supply and installation of the railways for the 14.2 km Line 1 of mass transportation underground system for the city of Santo Domingo (hereinafter the "Commercial Contract A") and for the supply and the installation of additional equipments by the Supplier A for "control de incendios y de ventilación" as approved by the Buyer and the Supplier A on December 14, 2006 and
- the contract executed on November 22, 2006, the Dominican Republic acting by and through the "Oficina para el Reordenamiento del Transporte " "OPRET" (the "Buyer") and Sampol Ingeniera y Obras, S.A. for the supply of the normal electricity and emergency for the Line 1 of mass transportation underground system for the city of Santo Domingo (hereinafter the "Commercial Contract B").

This opinion is given in accordance with Article 3.2.1 of the Agreement.

To give this opinion, I have examined the original of [or a certified copy of the original of] ¹ :

- (i) the Agreement ;
- (ii) the Commercial Contract A and the Commercial contract B

[to be completed if needed]

as well as all other documents that I considered necessary for the purposes hereof.

The capitalised terms in this opinion have the meaning given to them under the Agreement.

¹ Choose the appropriate alternative
CL metro santo domingo

As regards the law of the Dominican Republic, I confirm that:

- (1) The Borrower has the power to borrow under the Agreement and to sign the Agreement.
- (2) Under the law of..... (the Borrower's country) and under, (a) the Borrower has been duly authorised by dated to borrow and to commit itself under the Agreement and (b) Mr [and Mr.....] has [have] been validly authorized to execute the Agreement.
- (3) The Borrower has obtained from the relevant authorities of (*Borrower's country*) all permits, licences or authorisations under the law of (*Borrower's country*) and (including Congress ratification, publication in the Official Gazette and registration by the "Secretaria de Finanzas" and the regulations concerning the financial relations with foreign countries), required for the validity of Agreement and permitting their execution and performance.
- (4) The Buyer has obtained all permits, licences or authorisations required for the execution and performance of the Commercial Contract A and the Commercial Contract B.
- (5) The Agreement has been duly executed and any obligation therein represents a valid and enforceable undertaking by the Borrower.
- (6) The execution by the Borrower of the Agreement and the performance by the Borrower of its obligations arising therefrom is not contrary to or in breach of any provision of the and does not entail a breach by the Borrower of any obligation under any agreement or undertaking to which it is [may be] party.
- (7) The execution and performance of the Agreement and the decision to borrow are not contrary to any law or regulation, decree or order of..... (*Borrower's country*).

No provision in the Agreement including the determination of interest rates and late interest is contrary to public policy in..... (*Borrower's country*)
- (8) No stamps, registration of the Agreement, payment of any duty or the obtaining of any authorisation whatever is required (a) to ensure the validity of any obligations under such documents or (b) to produce such documents in evidence in..... (*Borrower's country*) and to obtain their enforcement or payment.
- (9) The payments incumbent on the Borrower under the Agreement are not the subject in..... (*Borrower's country*) to any tax or any other tax deduction (including stamp duty or registration fee).

Nevertheless, where such a tax or other tax deduction is subsequently levied, the provisions of Article 8.1 of the Agreement apply, such provisions being valid under the applicable law of..... (*Borrower's country*).
- (10) The Lender will be in no way deemed resident or domiciled or exercising a business, or liable to tax in..... (*Borrower's country*) by reason of the execution or performance of the Agreement and the Delegation Agreement.
- (11) The Agreement is legal act governed by commercial law (*actes de commerce*)
- (12) The Borrower has validly waived any immunity from jurisdiction and/or execution that it enjoys or may enjoy.
- (13) Any claims arising out of the Agreement will enjoy at least the same rank as claims of other unsecured creditors of the Borrower.

- (14) The Borrower has validly elected French law to govern its obligations under the Agreement.
The validity of such choice will be recognised by the courts of..... (*Borrower's country*).
- (15) The Borrower has validly granted jurisdiction to the Court of Commerce of Paris under the Agreement.
A decision given by such court will be recognised and enforceable by the courts of (*Borrower's country*) without any further decision as regards the merits of the case or procedure being required.
- (16) The courts of..... (*Borrower's country*) may give judgments in a currency other than the local currency.
- (17) The election of domicile provided by Article 19 of the Agreement complies with the legal requirements of notification of proceedings in the law of..... (*Borrower's country*).