



**THIS DOCUMENT IS FOR REFERENCE PURPOSES ONLY AND DOES NOT CONSTITUTE A BINDING DOCUMENT FOR ANY PURPOSE. REFERENCE SHOULD INSTEAD BE MADE TO THE GENERAL CONDITIONS CONTAINED IN SPECIFIC LOAN CONTRACTS, WHICH REPRESENT THE BINDING AGREEMENT BETWEEN THE RESPECTIVE PARTIES.**

General Conditions for Parallel Policy Based Loans  
Chargeable to Regular Ordinary Capital and Concessional  
Ordinary Capital Resources for Republics  
and other Entities with Sovereign Guarantee

## **LOAN CONTRACT**

### **GENERAL CONDITIONS**

**September 2023**

#### **CHAPTER I**

#### **Application of the General Conditions**

**ARTICLE 1.01. Application of the General Conditions.** These General Conditions are uniformly applicable to the financing of policy-based programs using the Regular Ordinary Capital and the Concessional Ordinary Capital resources of the Bank, which the Bank enters into with its member countries or with other borrowers that, for purposes of the respective loan contract, have the guarantee of a Bank member country.

**ARTICLE 1.02. Interpretation.** (a) **Inconsistency.** In the event of contradiction or inconsistency between the provisions of the Special Conditions, any annex of the Contract, and the Guarantee Contract or Contracts, if any, and these General Conditions, those provisions shall prevail over the provisions of these General Conditions. In the event of contradiction or inconsistency between provisions of a single element of this Contract, or between the provisions of the Special Conditions, any annex of the Contract, and the Guarantee Contract or Contracts, if any, the specific provision shall prevail over the general.

(b) **Headings and subheadings.** Any heading or subheading of the chapters, articles, clauses, or other sections of this Contract are included solely for reference and should not be taken into account in the interpretation of this Contract.

(c) **Periods.** Unless this Contract provides otherwise, periods expressed in days, months, or years shall be understood as calendar days, months, or years.

## **CHAPTER II**

### **Definitions**

**ARTICLE 2.01. Definitions.** Whenever the following terms are capitalized in this Contract or in the Guarantee Contract(s), if any, they shall have the meaning set forth below. Any reference to the singular includes the plural and vice versa.

1. “Amortization Schedule” means the original schedule set forth in the Special Conditions for the payment of amortization installments of the Regular OC Financing or any modified schedule agreed to between the Parties pursuant to the provisions of Article 3.05 and/or Article 3.09, as applicable, of these General Conditions.
2. “Amortization Schedule Modification Notification Letter” means a communication by means of which the Bank responds to an Amortization Schedule Modification Request Letter.
3. “Amortization Schedule Modification Request Letter” means an irrevocable communication from the Borrower to the Bank requesting a modification to the Amortization Schedule.
4. “Approval Currency” means the currency in which the Bank approves the Loan, which may be Dollars or any Local Currency.
5. “Bank” shall have the meaning assigned to it in the Special Conditions of this Contract.
6. “Bank's Cost of Funding” means a cost margin relative to SOFR or other Base Interest Rate applicable to the Loan, to be determined periodically by the Bank based on the average cost of its funding corresponding to sovereign guaranteed loans, and expressed in terms of an annual percentage.
7. “Base Interest Rate” means the rate determined by the Bank at the time of a Conversion execution (other than a Commodity Conversion or a Catastrophe Protection Conversion), based on: (i) the currency requested by the Borrower; (ii) the type of interest rate requested by the Borrower; (iii) the Amortization Schedule; (iv) the existing market conditions; and (v) one of the following, among others: (1) SOFR or other base interest rate applicable to the Loan plus a margin reflecting the Bank’s estimated cost of funding in Dollars at the time of disbursement or Conversion; or (2) the Bank’s actual cost of funding used as a basis for the Conversion; (3) the relevant interest rate index plus a margin reflecting the Bank’s estimated cost of funding in the requested currency at the time of disbursement or Conversion; or (4) with respect to Outstanding Loan Balances that

have been subject to a previous Conversion (other than a Commodity Conversion or a Catastrophe Protection Conversion), the interest rate in effect for such Outstanding Loan Balances.

8. “Board” means the Board of Executive Directors of the Bank.
9. “Borrower” shall have the meaning assigned to it in the recitals of the Special Conditions of this Contract.
10. “Business Day” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York or, in case of a Conversion, in the cities listed in the Conversion Request Letter or the Conversion Notification Letter, as the case may be.
11. “Calculation Agent” means the Bank, unless otherwise specified in writing by the Bank. Any determination made by the Calculation Agent shall be final, conclusive and binding on the Parties (except in the case of manifest error), and, if made by the Bank as Calculation Agent, shall be duly documented and made in good faith and in a commercially reasonable manner.
12. “Cash Settlement Amount”, (i) with respect to Commodity Conversions, has the meaning assigned to it in Articles 5.12(b), (c) and (d) of these General Conditions; and (ii) with respect to Catastrophe Protection Conversions, means an amount in Dollars owed by the Bank to the Borrower upon the determination of the occurrence of a Cash Settlement Event, to be calculated by the Event Calculation Agent in accordance with the Cash Settlement Event Determination Instructions.
13. “Cash Settlement Event” means an Event that, upon occurrence, causes a Cash Settlement Amount to be due by the Bank to the Borrower under a Catastrophe Protection Conversion, as determined by the Event Calculation Agent in accordance with the Cash Settlement Event Determination Instructions.
14. “Cash Settlement Event Determination Instructions” means a detailed, reproducible, and transparent set of conditions and instructions included in a Catastrophe Conversion Notification Letter that: (i) specifies how the Event Calculation Agent will determine whether the occurrence of an Event constitutes a Cash Settlement Event and, in that case, how the Cash Settlement Amount will be calculated; (ii) provides the Bank with the necessary parameters to secure the protection in the market via a transaction in the financial markets (such as the probability of attachment, expected loss, and exhaustion probability); and (iii) specifies other information in relation to the procedures and roles of each of the parties in the determination of the occurrence of a Cash Settlement Event and the calculation of a Cash Settlement Amount, if any.

15. “Catastrophe” means a serious disruption of the functioning of a society, a community, or a project that occurs as a result of a hazard and causes widespread or serious human, material, economic or environmental losses.
16. “Catastrophe Conversion Notification Letter” means a communication by which the Bank informs the Borrower of the terms and conditions of the Catastrophe Protection Conversion including, among others, the identification of one or more Events protected against and the Cash Settlement Event Determination Instructions.
17. “Catastrophe Protection Conversion” means any agreement entered into between the Bank and the Borrower, formalized on the Catastrophe Protection Conversion Date by means of a Catastrophe Conversion Notification Letter, where the Bank undertakes to pay to the Borrower a Cash Settlement Amount upon the occurrence of a Cash Settlement Event, subject to the fulfillment of the conditions specified in the Catastrophe Conversion Notification Letter and the Cash Settlement Event Determination Instructions.
18. “Catastrophe Protection Conversion Date” means the effective date of a Catastrophe Protection Conversion set forth in the applicable Catastrophe Conversion Notification Letter.
19. “Catastrophe Protection Engagement Letter” means an agreement entered into between the Borrower and the Bank, with the consent of the Guarantor, if any, in the initial stages of the structuring of a Catastrophe Protection Conversion whereby, the parties agree, among others to: (i) the main terms and conditions of the structuring of a potential Catastrophe Protection Conversion; and (ii) the pass-through to the Borrower of all costs incurred by the Bank (including fees charged by any third party, such as the Modeling Agent, external legal counsel, and distributors, among others) in relation to such potential Catastrophe Protection Conversion and its corresponding transaction in the financial markets.
20. “Commodity Call Option” means, with respect to all or part of a Required Outstanding Loan Balance, a cash-settled call option exercisable by the Borrower as contemplated in Article 5.12 of these General Conditions
21. “Commodity Conversion” means, with respect to all or part of a Required Outstanding Loan Balance, the entry into a Commodity Put Option or a Commodity Call Option pursuant to Article 5.01 of these General Conditions.
22. “Commodity Conversion Date” means the date of entry into a Commodity Conversion. This date shall be set forth in the Conversion Notification Letter.
23. “Commodity Conversion Maturity Date” means the Business Day on which the Commodity Option matures. This date shall be set forth in the Conversion Notification Letter.

24. “Commodity Conversion Settlement Date” means, with respect to a Commodity Conversion, the date on which the Cash Settlement Amount thereof is required to be paid, which shall be that date occurring five (5) Business Days following a Commodity Conversion Maturity Date unless otherwise agreed to by the Parties and specified in the Conversion Notification Letter.
25. “Commodity Option” shall have the meaning assigned to it in Article 5.12(a) of these General Conditions.
26. “Commodity Put Option” means, with respect to all or part of a Required Outstanding Loan Balance, a cash-settled put option exercisable by the Borrower as contemplated in Article 5.12 of these General Conditions.
27. “Contingent Credit Facility” means the Contingent Credit Facility for Natural Disaster Emergencies or the Contingent Credit Facility for Natural Disaster and Public Health Emergencies, as the case may be, approved by the Bank, and as may be amended from time to time.
28. “Contract” means this loan contract.
29. “Concessional Ordinary Capital” or “Concessional OC” means the portion of the Loan subject to concessional terms and conditions according to the Bank’s current policies.
30. “Conversion” means a modification of the terms of all or any portion of the Loan as requested by the Borrower and accepted by the Bank, under the terms of this Contract, which may be: (i) a Currency Conversion; (ii) an Interest Rate Conversion; (iii) a Commodity Conversion; or (iv) a Catastrophe Protection Conversion.
31. “Conversion Date” means the Currency Conversion Date, the Interest Rate Conversion Date, the Commodity Conversion Date, the Catastrophe Protection Conversion Date, as the case may be.
32. “Conversion Notification Letter” means the communication by which the Bank informs the Borrower of the financial terms and conditions upon which a Conversion has been effected, in accordance with the Conversion Request Letter sent by the Borrower; provided that, for a Catastrophe Protection Conversion, “Conversion Notification Letter” means a Catastrophe Conversion Notification Letter.
33. “Conversion Period” means, (i) with respect to any Conversion (other than a Commodity Conversion or Catastrophe Protection Conversion), the period between the Conversion Date and the last day of the interest period in which the Conversion ends, pursuant to its terms. Notwithstanding the foregoing, for purposes of the last payment of principal and interest, the Conversion Period shall end on the day on

which interest corresponding to such interest period is paid; and (ii) with respect to any Commodity Conversion or Catastrophe Protection Conversion, the period from the date on which a Conversion enters into effect through the date set forth in the applicable Conversion Notification Letter or the Catastrophe Conversion Notification Letter.

- 34. “Conversion Request Letter” means an irrevocable communication of the Borrower to the Bank requesting a Conversion, pursuant to Article 5.01 of these General Conditions.
- 35. “Converted Currency” means any Local Currency or Principal Currency in which all or part of the Loan is denominated after a Currency Conversion has been effected.
- 36. “Currency Conversion” means with respect to a disbursement or with respect to all or part of an Outstanding Loan Balance, a change in the currency of denomination to a Local Currency or a Principal Currency.
- 37. “Currency Conversion Date” means, in relation to Currency Conversions for new disbursements, the effective date on which the Bank makes the disbursement and, in the case of Currency Conversions of Outstanding Loan Balances, the date on which the debt is redenominated. These dates shall be set forth in the Conversion Notification Letter.
- 38. “Derivative Contract” means any contract entered into between the Bank and the Borrower or the Bank and the Guarantor, if any, to document and/or confirm one or more derivative transactions agreed between the Bank and the Borrower, or the Bank and the Guarantor, if any, including any subsequent amendments thereto. All attachments and other supplemental agreements to a Derivative Contract shall form an integral part thereof.
- 39. “Disbursement Tranche” means, for loans to support policy reforms, the amount or the portion of the resources of the Loan eligible for disbursement once the Borrower has complied with the relevant contractual conditions.
- 40. “Dollar” means the legal tender of the United States of America.
- 41. “Eligible Natural Disaster” means (i) an earthquake; (ii) a tropical cyclone; and/or (iii) another natural disaster for which the Bank can offer the Principal Payment Option, subject to the Bank’s operational and risk management considerations, in either of the three cases of catastrophic proportions, that meets the parametric and non-parametric conditions established by the Bank in the Principal Payment Option Parametric and Non-Parametric Terms and Conditions.
- 42. “Event” means a phenomenon or occurrence identified in the Catastrophe Conversion Notification Letter that has the potential to cause a Catastrophe, the risk

of which the Borrower is requesting the protection against, and for which the Bank can execute a Catastrophe Protection Conversion subject to market availability and to the Bank's operational and risk management considerations.

43. "Event Calculation Agent" means a third party engaged by the Bank who, based on the Reporting Agent's data concerning an Event, and in accordance with the Cash Settlement Event Determination Instructions, determines whether the occurrence of an Event constitutes a Cash Settlement Event and, in that case, calculates the related Cash Settlement Amount.
44. "Event Calculation Notice" means a communication submitted by the Borrower to the Event Calculation Agent, with a copy to the Bank, requesting (i) the determination of whether a Cash Settlement Event has occurred; and (ii) if a Cash Settlement Event is determined to have occurred, the calculation of the corresponding Cash Settlement Amount.
45. "Event Report" means a report released by the Event Calculation Agent after receipt of an Event Calculation Notice, determining whether the occurrence of an Event constitutes a Cash Settlement Event and specifying the corresponding Cash Settlement Amount due, if any.
46. "Executing Agency" means the entity with legal capacity responsible for executing the Project and for using the proceeds of the Loan. Whenever there is more than one Executing Agency, these will be co-executing agencies and shall be referred to indistinctly as "Executing Agencies" or "Co-executing Agencies."
47. "Execution Period" means the period during which the Bank may effect a Conversion as determined by the Borrower in the Conversion Request Letter. The Execution Period starts on the day the Bank receives the Conversion Request Letter.
48. "Final Amortization Date" means the last date of amortization of the Regular Ordinary Capital Financing, in accordance with the Special Conditions.
49. "Flexible Financing Facility" means the financial platform the Bank uses to provide sovereign-guaranteed Loans chargeable to the Regular Ordinary Capital of the Bank.
50. "Full-Term Catastrophe Protection Conversion" means a Catastrophe Protection Conversion for which the Conversion Period ends on the Final Amortization Date.
51. "Full-Term Commodity Conversion" means a Commodity Conversion whose Commodity Conversion Maturity Date coincides with the Final Amortization Date.
52. "Full-Term Currency Conversion" means a Currency Conversion for a Conversion Period equal to the period set forth in the Amortization Schedule requested for such Currency Conversion, pursuant to Article 5.03 of these General Conditions.

- 53. “Full-Term Interest Rate Conversion” means an Interest Rate Conversion for a Conversion Period equal to the period set forth in the Amortization Schedule requested for such Interest Rate Conversion, pursuant to Article 5.04 of these General Conditions.
- 54. “General Conditions” means the entirety of articles which comprise the second part of this Contract.
- 55. “Guarantee Contract,” means the contract, if any, that guarantees the fulfillment of all or part of the obligations contracted by the Borrower under this Contract and under which the Guarantor assumes other obligations for which it is liable.
- 56. “Guarantor” means the member country of the Bank or the subnational entity thereof, as the case may be, that enters into the Guarantee Contract with the Bank.
- 57. “Interest Rate Calculation Convention” means the convention regarding the number of days used to calculate interest payments, as set forth in the Conversion Notification Letter.
- 58. “Interest Rate Cap” means the establishment of an upper limit for a variable interest rate.
- 59. “Interest Rate Collar” means the establishment of an upper and a lower limit for a variable interest rate.
- 60. “Interest Rate Conversion” means: (i) a change of interest rate type with respect to all or part of the Outstanding Loan Balance; or (ii) the establishment of an Interest Rate Cap or an Interest Rate Collar with respect to all or part of the Outstanding Loan Balance; or (iii) any other hedging option that affects the interest rate applicable to all or part of the Outstanding Loan Balance.
- 61. “Interest Rate Conversion Date” means the effective date of the Interest Rate Conversion upon which the new interest rate applies. This date shall be set forth in the Conversion Notification Letter.
- 62. “Loan” shall have the meaning assigned to it in the Special Conditions.
- 63. “Local Currency” means any currency other than the Dollar that is legal tender in the countries of Latin America and the Caribbean.
- 64. “Loan Tranche” means any of the tranches into which the Loan may be divided as a result of a Conversion or a modification of the Amortization Schedule.
- 65. “Modeling Agent” means an independent third party engaged by the Bank to calculate the relevant pricing metrics in a Catastrophe Protection Conversion,

including but not limited to the probability of attachment, expected loss, and exhaustion probability as defined in the Cash Settlement Event Determination Instructions.

- 66. “Notional Quantity” means, with respect to a Commodity Conversion, the number of units of the underlying commodity.
- 67. “Option Type” means the type of Commodity Option for which the Bank could, subject to market availability and to the Bank’s operational and risk management considerations, execute a Commodity Conversion, including but not limited to, European, fixed-strike arithmetic Asian and binary options.
- 68. “Original Disbursement Period” means the original period for disbursements of the Loan, which is set forth in the Special Conditions.
- 69. “Original WAL” means the WAL of the Regular OC Financing in effect as of the date of signature of this Contract and set forth in the Special Conditions.
- 70. “Outstanding Loan Balance” means the amount that the Borrower owes the Bank for the portion of the Regular OC Financing that has been disbursed.
- 71. “Partial-Term Catastrophe Protection Conversion” means a Catastrophe Protection Conversion for which the Conversion Period ends prior to the Final Amortization Date.
- 72. “Partial-Term Commodity Conversion” means a Commodity Conversion whose Commodity Conversion Maturity Date occurs prior to the Final Amortization Date.
- 73. “Partial-Term Currency Conversion” means a Currency Conversion for a shorter Conversion Period than the period set forth in the Amortization Schedule requested for such Currency Conversion, pursuant to Article 5.03 of these General Conditions.
- 74. “Partial-Term Interest Rate Conversion” means an Interest Rate Conversion for a shorter Conversion Period than the period set forth in the Amortization Schedule requested for such Interest Rate Conversion, pursuant to Article 5.04 of these General Conditions.
- 75. “Parties” shall have the meaning assigned to it in the introduction to the Special Conditions.
- 76. “Payment Valuation Date” means a date that is determined based on a number of Business Days prior to any amortization or interest payment, as specified in a Conversion Notification Letter.

- 77. “Principal Currency” means any currency other than the Dollar or Local Currency that is legal tender in the member countries of the Bank.
- 78. “Principal Payment Option” means the one-time principal payment option with respect to the Amortization Schedule, which may be offered to a Borrower which is a member country of the Bank pursuant to Articles 3.06 to 3.09 of these General Conditions.
- 79. “Principal Payment Option Activation Notification Letter” means the communication by which the Bank responds to a Principal Payment Option Activation Request Letter.
- 80. “Principal Payment Option Activation Request Letter” means the communication from the Borrower to the Bank requesting that the Loan be eligible for the Principal Payment Option subject to the terms and conditions set forth in this Contract.
- 81. “Principal Payment Option Exercise Notification Letter” means the communication by which the Bank responds to a Principal Payment Option Exercise Request Letter and informs the Borrower of the adjusted Amortization Schedule resulting from the exercise of the Principal Payment Option.
- 82. “Principal Payment Option Exercise Request Letter” means the communication from the Borrower to the Bank requesting a modification to the Amortization Schedule under the Principal Payment Option pursuant to Article 3.09 of these General Conditions.
- 83. “Principal Payment Option Parametric and Non-Parametric Terms and Conditions” means the terms and conditions of the parametric and non-parametric conditions established by the Bank and applicable for the verification of the occurrence of an Eligible Natural Disaster.
- 84. “Program” means the policy reform program supported by this Loan.
- 85. “Prohibited Practices” mean the practices prohibited by the Bank in connection with the activities it finances, as defined by the Board or that are defined in the future and communicated to the Borrower, including coercive practice, collusive practice, corrupt practice, fraudulent practice, and obstructive practice.
- 86. “Protection Amount” means the maximum amount of the aggregate Cash Settlement Amounts under a Catastrophe Protection Conversion, in Dollars, that would be due by the Bank upon the determination of the occurrence of one or more Cash Settlement Events.
- 87. “Quarter” means each of the following three-month (3-month) periods of the calendar year: the period beginning on January 1st and ending on March 31st; the period beginning on April 1st and ending on June 30th; the period beginning on

July 1st and ending on September 30th and the period beginning on October 1st and ending on December 31st.

88. “Regular Ordinary Capital” or “Regular OC” means the portion of the Loan subject to the terms and conditions corresponding to the Flexible Financing Facility.
89. “Reporting Agent” means an independent third-party that provides the relevant data and information for a Cash Settlement Event calculation under a Catastrophe Protection Conversion in accordance with the Cash Settlement Event Determination Instructions.
90. “Required Outstanding Loan Balance” has the meaning assigned to it in Article 5.02(f) of these General Conditions.
91. “Semester” means the first six (6) months or last six (6) months of the calendar year.
92. “Settlement Currency” means the currency used to settle the Loan’s principal and interest payments. For fully deliverable currencies, the Settlement Currency shall be the Converted Currency. For non-deliverable currencies, the Settlement Currency shall be the Dollar.
93. “SOFR” means with respect to any day the secured overnight financing rate published for such day by the SOFR Administrator on the SOFR Administrator’s website, currently at <http://www.newyorkfed.org>, or any successor source.
94. “SOFR Administrator” means the Federal Reserve Bank of New York as administrator of SOFR, or any successor administrator of SOFR.
95. “SOFR-Based Interest Rate” means the sum of the SOFR Interest Rate and the Bank’s Cost of Funding.
96. “SOFR Interest Rate” means, for any calculation period, the daily compounded SOFR determined by the Calculation Agent in accordance with the following formula):

$$\left[ \left( \frac{\text{SOFR Index}_{End}}{\text{SOFR Index}_{Start}} \right) - 1 \right] \times 360/d_c$$

Where:

- i) “ $d_c$ ” means the number of days in the relevant calculation period.
- ii) “SOFR Index<sub>Start</sub>” means the SOFR Index value on the first date of the relevant calculation period.

- iii) “SOFR IndexEnd” means the SOFR Index value on the day after the end of the relevant calculation period.
- iv) “SOFR Index” means, with respect to (1) any U.S. Government Securities Business Day, the value published by the SOFR Administrator on its website on or about 3:00 p.m. (New York Time) on such U.S. Government Securities Business Day, or any corrected value published by the SOFR Administrator on its website on the same U.S. Government Securities Business Day and (2) any non-U.S. Government Securities Business Day, the Projected SOFR Index.

If a SOFR Index value is not publicly available by 5:00 p.m. (New York Time) on such U.S. Government Securities Business Day, then the Calculation Agent will use the Projected SOFR Index or if such value is not publicly available for two or more consecutive U.S. Government Securities Business Days, such other value determined by the Bank in accordance with Article 3.10(e) of these General Conditions.

- v) “Projected SOFR Index” means, with respect to any non-U.S. Government Securities Business Day, the SOFR Index calculated by the Bank using a methodology substantially similar to the SOFR Administrator based on the last published SOFR Index and the last published SOFR rate.
  - vi) “U.S. Government Securities Business Day” means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day of trading in U.S. government securities.
- 97. “Special Conditions” means the entirety of the provisions which comprise the first part of this Contract.
  - 98. “Specified Price” means the price of the underlying commodity according to the Underlying Commodity Index on the Commodity Conversion Maturity Date except that, for certain Option Types, such price will be calculated on the basis of a formula to be determined in the Conversion Notification Letter.
  - 99. “Strike Price” means, with respect to a Commodity Conversion, the fixed price at which (i) the owner of a Commodity Call Option is entitled to purchase; or (ii) the owner of a Commodity Put Option is entitled to sell, the underlying commodity (on a cash-settled basis).
  - 100. “Underlying Commodity Index” means a published index that is a measure of the price of the underlying commodity that is the subject of a Commodity Option. The source and calculation of the Underlying Commodity Index will be set forth in the Conversion Notification Letter. If the Underlying Commodity Index relating to a

commodity is (i) not calculated and announced by the sponsor thereof in effect on the Commodity Conversion Date but is calculated and announced by a successor sponsor acceptable to the Calculation Agent, or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Underlying Commodity Index, then in each case that index will be the Underlying Commodity Index.

101. “Valuation Exchange Rate” is equal to the number of units of the Converted Currency per Dollar, applicable on each Payment Valuation Date, pursuant to the source established in the Conversion Notification Letter.

102. “WAL” means the weighted average life as established in the Special Conditions of this Contract. The WAL is calculated in years (to two decimal places) based on the Amortization Schedule of all Loan Tranches and is defined as the division of (i) by (ii) below, where:

(i) is the sum of the products of (A) and (B), defined as:

(A) the amount of each amortization payment;

(B) the difference in the number of days between the amortization payment date and the execution date of this Contract, divided by 365 days;

*and*

(ii) the sum of amortization payments.

The applicable formula is the following:

$$WAL = \frac{\sum_{j=1}^m \sum_{i=1}^n A_{i,j} \times \left( \frac{PD_{i,j} - ED}{365} \right)}{TA}$$

where:

*WAL* is the weighted average life of all tranches of the Regular OC Financing, expressed in years.

*m* is the total number of tranches of the Regular OC Financing.

*n* is the total number of amortization payments for each Loan Tranche.

$A_{i,j}$  is the amortization amount referring to payment  $i$  of Loan Tranche  $j$ , calculated in Dollar equivalent at the exchange rate determined by the Calculation Agent, for the date of modification of the Amortization Schedule.

$PD_{i,j}$  is the payment date referring to payment  $i$  of Loan Tranche  $j$ .

$ED$  is the execution date (date of signature) of this Contract.

$TA$  is the sum of all  $A_{i,j}$ , calculated in Dollar equivalent as of the date of the calculation at the exchange rate determined by the Calculation Agent.

### CHAPTER III

#### **Amortization, Interest, Credit Fee, Inspection and Supervision, and Prepayments**

##### **A. Regular OC Financing**

**ARTICLE 3.01. Dates of Payment of Amortization, Interests, Credit Fee and other costs.**

The Regular OC Financing will be amortized in accordance with the Amortization Schedule. Interest and amortization installments will be paid on the fifteenth (15th) day of the respective month, as set forth in the Special Conditions, in an Amortization Schedule Modification Notification Letter, in a Conversion Notification Letter, or in a Principal Payment Option Exercise Notification Letter, as the case may be. The dates for payment of an amortization payment, credit fee, and other costs shall always coincide with an interest payment date.

**ARTICLE 3.02. Computation of interest and credit fee.** The interest and credit fee shall accrue daily for each interest Period from the first day to the last day of such interest period, calculated on the basis of the actual number of days elapsed in the respective interest period and a 360-day year, unless the Bank adopts another convention to follow for this purpose, in which case the Bank will inform the Borrower in writing.

**ARTICLE 3.03 Resources for Inspection and Supervision.** The Borrower shall not be required to cover the Bank's expenses for general inspection and supervision, unless the Bank establishes otherwise during the Original Disbursement Period as a consequence of its periodic review of financial charges for ordinary capital loans, and notifies the Borrower accordingly. In this case, the Borrower shall indicate to the Bank whether it will pay the corresponding amount of the portion of the Regular OC Financing directly to the Bank or whether such amount should be withdrawn and withheld by the Bank from the resources of the Regular OC Financing. In no case may the Bank charge for a specific Semester more than the result of applying one percent (1%) of the portion of the Regular OC Financing, divided by the number of Semesters comprising the Original Disbursement Period.

**ARTICLE 3.04. Currency of Payment for Amortization, Interest, Credit Fee, and Inspection and Supervision Expenses.** Interest and principal payments shall be made in Dollars,

unless a Currency Conversion has been effected, in which case the provisions of Article 5.05 of these General Conditions shall apply. The credit fee and the inspection and supervision fee shall always be paid in the Approval Currency.

**ARTICLE 3.05. Modification of the Amortization Schedule.** (a) The Borrower, with the prior consent of the Guarantor, if any, may request the modification of the Amortization Schedule at any time from the entry into effect of the Contract and up to sixty (60) days prior to the expiration of the Original Disbursement Period as set forth in this Article. The Borrower may also request the modification of the Amortization Schedule in the case of a Principal Payment Option, a Currency Conversion, or an Interest Rate Conversion, as set forth respectively in Articles 3.09, 5.03 and 5.04 of these General Conditions.

(b) For any modifications to the Amortization Schedule, except pursuant to the Principal Payment Option, a Currency Conversion, or an Interest Rate Conversion, the Borrower shall deliver to the Bank an Amortization Schedule Modification Request Letter, which shall: (i) state whether the proposed modification to the Amortization Schedule is applicable to all or part of the Regular OC Financing; and (ii) indicate the new amortization schedule, including the first and last amortization dates, the frequency of payments, and the percentage that these payments represent of the total Regular OC Financing or tranche of the same thereof for which the modification is requested.

(c) The Bank's acceptance of any requested modifications to the Amortization Schedule, subject to the Bank's operational and risk management considerations and the satisfaction of the following conditions:

- (i) the last amortization date and the cumulative WAL of all the Amortization Schedules do not exceed the Final Amortization Date or the Original WAL, as the case may be;
- (ii) the Regular OC Financing tranche subject to a new Amortization Schedule is not less than the equivalent of three million Dollars (US\$3,000,000); and
- (iii) the Regular OC Financing tranche subject to the modification of the Amortization Schedule has not been subject to a prior modification, unless the new Amortization Schedule modification is the result of the exercise of the Principal Payment Option, a Currency Conversion, or an Interest Rate Conversion.

(d) The Bank will notify the Borrower its decision in an Amortization Schedule Modification Notification Letter. If the Bank accepts the Borrower's request, the Amortization Schedule Modification Notification Letter will include: (i) the new Amortization Schedule for the Regular OC Financing or tranche thereof; (ii) the cumulative WAL of the Loan; and (iii) the effective date of the new Amortization Schedule.

(e) The Regular OC Financing may not have more than four (4) tranches denominated in a Non-Borrowing Member Country Currency with different Amortization Schedules. The

number of Regular OC Financing tranches in Local Currency may exceed this amount, subject to the Bank's operational and risk management considerations.

(f) To ensure that the WAL continues to be equal to the Original WAL of the Regular OC Financing at all times, whenever the WAL of the Regular OC Financing exceeds the Original WAL, the Amortization Schedule shall be modified. Accordingly, the Bank shall notify the Borrower of any such event, and request that it establish a new amortization schedule, pursuant to the provisions of this Article. Unless the Borrower expressly requests otherwise, such modification will consist of moving forward the Final Amortization Date, with a corresponding adjustment to the amortization installments.

(g) Notwithstanding paragraph (f) above, the Amortization Schedule shall be modified in such cases in which an extension to the Original Disbursement Period is granted, which: (i) results in an extension of such period beyond a date that is sixty (60) days prior to the due date for the first amortization installment of the Regular OC Financing or the Regular OC Financing tranche, as the case may be; and (ii) when disbursements occur during such extension period. Such modification will consist of (i) moving forward the Final Amortization Date or, if the Regular OC Financing has different tranches, moving forward the Final Amortization Date of the Regular OC Financing tranche or tranches from which funds are disbursed during the extension period of the Original Disbursement Period, unless the Borrower expressly requests, in lieu of the foregoing, (ii) an increase in the amount of the amortization installment following each disbursement of the Regular OC Financing or the Regular OC Financing tranche, as the case may be, that results in a longer WAL than the Original WAL. With respect to this second option, the Bank will determine the corresponding amount for each amortization installment.

**ARTICLE 3.06. Principal Payment Option.** (a) The Principal Payment Option may only be offered by the Bank to a borrower which is a member country of the Bank. For the purposes of the Principal Payment Option described in this Contract, the term "Borrower" should be understood as the member country of the Bank. The Borrower may request to the Bank, and the Bank may accept, that this Loan be eligible for the Principal Payment Option in accordance with the provisions set forth in this Contract. Upon acceptance by the Bank of the Borrower's request, the Borrower may be allowed to exercise the Principal Payment Option during the accrual period of the transaction fee applicable to the Principal Payment Option set forth in Article 3.08 of these General Conditions by requesting the modification of the Amortization Schedule following the occurrence of an Eligible Natural Disaster in accordance with Article 3.09 of these General Conditions.

(b) **Principal Payment Option Activation Request after the entry into effect of this Contract.** The Borrower may request to the Bank, and the Bank may accept, that this Loan be eligible for the Principal Payment Option after it has entered into effect and up to sixty (60) days prior to the expiration of the Original Disbursement Period. To this end, the Borrower shall deliver to the Bank a Principal Payment Option Activation Request Letter in form and substance satisfactory to the Bank, signed by a duly authorized representative of the Borrower. Once the Bank has received a Principal Payment Option Activation Request Letter, the Bank may accept the request by delivering to the Borrower a Principal Payment Option Activation Notification Letter.

(c) **Condition to Request the Activation of the Principal Payment Option.** A request from the Borrower to activate the Principal Payment Option will be eligible provided that, at the time of the request, there is a Contingent Credit Facility entered into between the Borrower and the Bank with a corresponding active natural disaster coverage for at least one Eligible Natural Disaster.

(d) **Expansion of Contingent Credit Facility Natural Disaster Coverage.** If the Borrower expands the natural disaster coverage of its Contingent Credit Facility with the Bank to include one or more natural disasters that said Contingent Credit Facility did not provide coverage for at the time of activation of the Principal Payment Option as set forth in paragraph (c) above, the Borrower may request that the Bank update the Principal Payment Option Parametric and Non-Parametric Terms and Conditions accordingly. If the Bank approves said request, the parametric and non-parametric terms and conditions applicable for the verification of the respective natural disaster will be established by the Bank, at its own discretion, in the updated Principal Payment Option Parametric and Non-Parametric Terms and Conditions, which shall be communicated by the Bank to the Borrower. Once the Bank has communicated the updated Principal Payment Option Parametric and Non-Parametric Terms and Conditions as set forth in this paragraph, the natural disaster will be considered an Eligible Natural Disaster for the purposes of the Principal Payment Option.

(e) **Cancellation.** The Principal Payment Option may be cancelled upon written request by the Borrower to the Bank, in which case the Principal Payment Option transaction fee shall continue to accrue until thirty (30) days after the receipt by the Bank of the Borrower's request for cancellation. The Parties agree that any amount paid by the Borrower in connection with the transaction fee of the Principal Payment Option between the date of receipt of the notice of cancellation by the Bank and the effective date of the cancellation will not be reimbursed by the Bank to the Borrower.

(f) **Ineligibility.** This Loan will not be eligible for the Principal Payment Option if the Amortization Schedule of the Loan contemplates either a bullet payment or principal payments in the last five (5) years of the amortization period of the Loan.

**ARTICLE 3.07. Principal Payment Option Parametric and Non-Parametric Terms and Conditions.** (a) The parametric and non-parametric conditions applicable for the verification of the Eligible Natural Disaster will be established by the Bank, at its own discretion, in the Principal Payment Option Parametric and Non-Parametric Terms and Conditions, which shall be communicated by the Bank to the Borrower following the activation of the Principal Payment Option as set forth in Article 3.06 of these General Conditions. The Principal Payment Option Parametric and Non-Parametric Terms and Conditions shall be binding on the Borrower and may be amended by the Bank by written notification to the Borrower.

(b) The fulfillment of the parametric conditions established for the verification of an Eligible Natural Disaster as set forth in the Principal Payment Option Parametric and Non-Parametric Terms and Conditions will be verified by the Bank using data provided by independent third-party entities determined by the Bank.

(c) The fulfillment of the non-parametric conditions established for the verification of an Eligible Natural Disaster as set forth in the Principal Payment Option Parametric and Non-Parametric Terms and Conditions will be verified by the Bank and, to that end, the Bank may, at its own discretion, consult with any third parties.

**ARTICLE 3.08. Transaction Fee Applicable to the Principal Payment Option.** (a) A transaction fee applicable to the Principal Payment Option, which will be determined by the Bank periodically, shall be paid by the Borrower on the Outstanding Loan Balance. The Bank will notify the Borrower of the transaction fee to be paid for the Principal Payment Option. Such fee shall remain in effect until it ceases to accrue as established in paragraph (c) of this Article.

(b) The transaction fee applicable to the Principal Payment Option: (i) shall be expressed in the form of basis points per annum; (ii) shall begin to accrue twelve (12) months prior to the date on which the first amortization installment of the Loan is due or sixty (60) days prior to the expiration date of the Original Disbursement Period, whichever occurs later; and (iii) shall be paid on each interest payment date as provided for in Article 3.01 of these General Conditions.

(c) The transaction fee applicable to the Principal Payment Option shall cease to accrue: (i) on the date the Borrower exercises the Principal Payment Option pursuant to Article 3.09 of these General Conditions; or (ii) five (5) years prior to the last amortization date as provided in the Amortization Schedule as set forth in paragraph (g) of Article 3.09 of these General Conditions, whichever occurs first.

**ARTICLE 3.09. Exercise of the Principal Payment Option.** (a) Following the occurrence of an Eligible Natural Disaster during the accrual period of the transaction fee applicable to the Principal Payment Option set forth in Article 3.08 of these General Conditions, the Borrower may request to exercise the Principal Payment Option by delivering to the Bank a Principal Payment Option Exercise Request Letter, in form and substance satisfactory to the Bank, by which the Borrower shall:

- (i) notify the Bank of the occurrence of an Eligible Natural Disaster;
- (ii) submit to the Bank the supporting documentation related to the fulfillment of the parametric and non-parametric conditions applicable to the Eligible Natural Disaster;
- (iii) indicate the Loan number; and
- (iv) include the new amortization schedule, which shall reflect the redistribution of Loan amortization payments that would be due during the two-year period following the occurrence of an Eligible Natural Disaster in accordance with the provisions of paragraphs (b) and (d) of this Article.

(b) The Bank may accept the request referred to in paragraph (a) of this Article subject to the Bank's operational and risk management considerations and to the satisfaction of the

following requirements:

- (i) the new amortization schedule of the Loan corresponds to an amortization schedule with semiannual principal payments;
- (ii) the last amortization date and the cumulative WAL of the modified Amortization Schedule does not exceed the Final Amortization Date nor the Original WAL; and
- (iii) there has been no delay in the payment of any sums owed by the Borrower to the Bank for principal, fees, interest, return of resources of the Loan used for ineligible expenditures, or for any other reason, under this Contract or any other contract entered into between the Bank and the Borrower, including any loan contract or Derivative Contract.

(c) The Bank will notify the Borrower of its decision in a Principal Payment Option Exercise Notification Letter. If the Bank accepts the Borrower's request, the Principal Payment Option Exercise Notification Letter will include: (i) the new Amortization Schedule for the Loan; and (ii) the effective date of the new Amortization Schedule.

(d) If the Principal Payment Option is exercised less than 60 (sixty) days in advance of the next principal payment due to the Bank as set forth in the Amortization Schedule, the modified Amortization Schedule shall not affect such next principal payment and, therefore, the two-year period of the Principal Payment Option would commence immediately after said principal payment.

(e) All interest, fees, premiums, and any other Loan charge, as well as any other payment for expenses or costs that may be imputed to this Contract, will continue to be due by the Borrower during the two-year period following the occurrence of an Eligible Natural Disaster in accordance with the provisions of this Contract.

(f) The Principal Payment Option may only be exercised by the Borrower regarding an Eligible Natural Disaster for which the Borrower had, at the time of activation of the Principal Payment Option, a corresponding active natural disaster coverage under a Contingent Credit Facility. If, following the activation of the Principal Payment Option, the Bank approves that the Borrower be eligible to exercise the Principal Payment Option for additional natural disasters pursuant to paragraph (d) of Article 3.06 of these General Conditions, the Borrower may also exercise the Principal Payment Option regarding said Eligible Natural Disaster.

(g) The Principal Payment Option may be exercised by the Borrower, subject to the Bank's operational and risk management considerations, up to five (5) years prior to the date of the last scheduled amortization payment to the Bank, as set forth in the Amortization Schedule. If the Principal Payment Option is not exercised within such period, it shall be deemed automatically cancelled, and the respective transaction fee shall cease to accrue upon the expiration of the said period.

(h) Once the Principal Payment Option has been exercised pursuant to this Article, the Borrower shall not be eligible to exercise such option again with respect to the Loan.

**ARTICLE 3.10. Interest.** (a) **Interest on Outstanding Loan Balances that have not been subject to Conversion.** To the extent that the Regular OC Financing has not been subject to a Conversion, the Loan shall accrue on daily Outstanding Loan Balances at the applicable SOFR-Based Interest Rate plus the applicable lending spread for the Bank's Regular OC loans. For each interest period, the Borrower shall pay an estimated interest amount calculated on a formula determined by the Bank, which formula, unless otherwise specified by the Bank, will incorporate the published SOFR Index for some portion of the relevant interest period and the last published SOFR rate as a proxy for the remainder of the relevant interest period. A corresponding adjustment to the interest amount payable by the Borrower shall be made for the subsequent interest period in a manner determined by the Bank, or in the case of the last interest period the corresponding adjustment shall be made immediately thereafter.

(b) **Interest on Outstanding Loan Balances that have been subject to Conversion.** If the Outstanding Loan Balances have been subject to a Conversion, the Borrower shall pay interest on the Outstanding Loan Balances converted under such Conversion at: (i) the Base Interest Rate determined by the Bank using the methodology and conventions determined by the Bank, including any necessary conforming changes in interest period, interest rate determination date or other technical, administrative or operational changes that the Bank decides are appropriate to effectuate such Conversion; plus (ii) the applicable lending spread for the Bank's Regular OC loans.

(c) **Interest on Outstanding Loan Balances subject to an Interest Rate Cap.** If an Interest Rate Conversion has been effected to establish an Interest Rate Cap and the interest rate payable by the Borrower pursuant to this Article exceeds the Interest Rate Cap at any time during the Conversion Period, the maximum interest rate applicable during such Conversion Period shall be equal to the Interest Rate Cap.

(d) **Interest on Outstanding Loan Balances subject to an Interest Rate Collar.** If an Interest Rate Conversion has been effected to establish an Interest Rate Collar and the interest rate payable by the Borrower pursuant to this Article exceeds the upper limit or falls below the lower limit of the Interest Rate Collar at any time during the Conversion Period, the maximum interest rate applicable during such Conversion Period shall be equal to the upper limit of the Interest Rate Collar, and the minimum interest rate applicable during such Conversion Period shall be equal to the lower limit of the Interest Rate Collar.

(e) **Changes to the interest rate calculation basis.** The Parties agree that the Borrower's payments shall remain linked to the Bank's funding, notwithstanding any change in market practice that may, at any moment, affect the determination of the SOFR Interest Rate or any other applicable Base Interest Rate, and including if the Bank determines that it is no longer able, or it is no longer commercially acceptable for the Bank, to continue to use the SOFR Interest Rate or any other applicable Base Interest Rate, for purposes of its asset and liability management. For purposes of obtaining and maintaining such link under such circumstances, the Parties expressly agree that the Calculation Agent, seeking to reflect the Bank's corresponding funding,

shall determine: (i) the occurrence of such changes; and (ii) the alternate base rate applicable to determine the appropriate amount to be paid by the Borrower using the methodology and conventions determined by the Bank, including any applicable spread adjustments and any necessary conforming changes in interest period, interest rate determination date or other technical, administrative or operational changes that the Bank considers are appropriate. The Calculation Agent shall provide no less than sixty (60) days prior notice to the Borrower and the Guarantor, if any, of the applicable alternate base interest rate with any necessary conforming changes. The alternate base rate and conforming changes shall become effective on the expiration of such notice period.

**ARTICLE 3.11. Credit fee.** (a) The Borrower shall pay a credit fee on the undisbursed balance of the Regular OC Financing, at a percentage set by the Bank periodically during its review of financial charges on ordinary capital loans. The credit fee shall not exceed 0.75% per annum.

(b) The credit fee will begin to accrue sixty (60) days from the date of signature of the Contract.

(c) The credit fee shall cease to accrue: (i) when all disbursements have been made; and (ii) in full or in part, as the case may be, when the Regular OC Financing has been totally or partially cancelled pursuant to Articles 4.02, 4.06, 4.07 or 6.02 of these General Conditions.

**ARTICLE 3.12. Prepayments.** (a) **Prepayment of Outstanding Loan Balances denominated in Dollars with SOFR-Based Interest Rate.** The Borrower may prepay all or part of the Outstanding Loan Balances in Dollars subject to a SOFR-Based Interest Rate on any interest payment date, provided that it delivers to the Bank a written irrevocable request, with the consent of the Guarantor, if any, at least thirty (30) days in advance. Any such prepayment shall be applied as set forth in Article 9.01 of these General Conditions. In the event that the prepayment does not cover the entire Outstanding Loan Balance, the prepayment shall be applied proportionately to the remaining amortization installments. If the Regular OC Financing has tranches with different Amortization Schedules, the Borrower shall prepay individual Tranches in their entirety, unless the Bank agrees otherwise.

(b) **Prepayments of amounts that have been subject to Conversion.** Except for the case of Catastrophe Protection Conversions as set forth in paragraph (c) of this Article, and provided that the Bank is able to unwind or reallocate its corresponding funding (or any related hedge), the Borrower, with the consent of the Guarantor, if any, may prepay on any interest payment date set forth in the Amortization Schedule attached to the Conversion Notification Letter: (i) all or part of the amount that has been subject to a Currency Conversion; (ii) all or part of the amount that has been subject to an Interest Rate Conversion; and/or (iii) all or part of an amount equivalent to the Required Outstanding Balance under a Commodity Conversion. For this purpose, the Borrower shall deliver an irrevocable written request to the Bank at least thirty (30) days in advance. Said request shall specify the amount the Borrower intends to prepay and the Conversion to which such prepayment relates. In the event that the prepayment does not cover the full amount of the Outstanding Loan Balance related to such Conversion, the prepayment shall be applied proportionately to the remaining amortization installments of such Conversion. The Borrower may not prepay converted amounts in an amount less than the equivalent of three million

Dollars (US\$3,000,000), unless the remaining Outstanding Loan Balance related to the respective Conversion is less than such amount and is paid in full.

(c) **Prepayments of Amounts that have been Subject to Catastrophe Protection Conversion.** The prepayment of any amount subject to a Catastrophe Protection Conversion will be evaluated on a case-by-case basis, subject to the Bank's operational and risk management considerations.

(d) For purposes of paragraphs (a), (b), and (c) above, the following payments shall be considered as prepayments: (i) the return of unjustified Advances of Funds; and (ii) payments resulting from all or a part of the Regular OC Financing being declared immediately due and payable, pursuant to Article 6.02 of these General Conditions.

(e) Notwithstanding paragraph (b) above, in the event of a prepayment, the Borrower shall receive from the Bank, or alternatively, shall pay the Bank, as applicable, any gain or loss incurred by the Bank as a result of unwinding or reallocating its corresponding funding (or any related hedge), as determined by the Calculation Agent. In case of a gain, it will be credited first to any amounts due and payable by the Borrower. In case of a loss, the Borrower shall pay the corresponding amount concurrently on the prepayment date.

## **B. Concessional OC Financing**

**ARTICLE 3.13. Dates of Payment of Amortization.** The Borrower shall amortize the portion of the Concessional OC Financing in a single installment, to be paid on the date established in the Special Conditions.

**ARTICLE 3.14. Credit Fee.** The Borrower will not pay a credit fee on the Concessional OC Financing.

**ARTICLE 3.15. Computation of Interest.** The interest shall be calculated according to the exact number of days in the respective interest period.

**ARTICLE 3.16. Interest.** The interest rate chargeable to the portion of the Concessional OC Financing shall be zero point twenty-five percent (0.25%) per annum.

**ARTICLE 3.17. Prepayments.** (a) Pursuant to an irrevocable request in writing to the Bank, accompanied by the written consent of the Guarantor, if any, delivered at least thirty (30) days in advance, the Borrower may prepay all or part of any outstanding balance of the Concessional OC Financing, on any amortization payment date, provided that on the payment date no sum is due and outstanding with respect to fees or interest. The Borrower must specify in the request the amount the Borrower intends to prepay.

(b) The amount of the prepayment allocated to the portion of the Concessional OC Financing shall be applied against the single amortization installment.

**CHAPTER IV**  
**Conditions Relating to Disbursements**

**ARTICLE 4.01. Conditions Precedent to First Disbursement.** The first disbursement of the Loan shall be subject to the fulfillment of the following requirements to the satisfaction of the Bank:

- (a) The Bank shall have received one or more well-founded legal opinions which establish, with citations of the pertinent constitutional, legal, and regulatory provisions, that the obligations undertaken by the Borrower in this Contract, and those of the Guarantor, if any, in the Guarantee Contract, are valid and enforceable. Such opinions shall also refer to any other legal question that the Bank may reasonably deem relevant.
- (b) The Borrower, directly or through the Executing Agency, if any, shall have designated one or more officials to represent it in all acts relating to the implementation of this Contract and shall have furnished the Bank with authentic copies of the signatures of said representatives. Should two or more officials be designated, the designation shall indicate whether such officials may act separately or must act jointly.
- (c) The Borrower, either directly or through the Executing Agency, as the case may be, shall have presented to the Bank information regarding the special bank account in which the Bank shall deposit the disbursements of the Loan; and
- (d) The Borrower, either directly or through the Executing Agency, as the case may be, shall have submitted in writing a disbursement request in accordance with the terms and conditions established in Article 4.03 hereof.

**ARTICLE 4.02. Period for Fulfilling the Conditions Precedent to First Disbursement.** If within sixty (60) days from the effective date of this Contract, or within such longer period as the parties may agree in writing, the conditions precedent to the first disbursement established in Article 4.01 of these General Conditions and in the Special Conditions have not been fulfilled, the Bank may terminate this Contract by giving notice to the Borrower.

**ARTICLE 4.03. Requisites for All Disbursements.** For the Bank to make any disbursement of the resources of the Loan, it shall be necessary that: (a) the Borrower or the Executing Agency, as the case may be, shall have submitted in writing, or by electronic means in such form and conditions as may be specified by the Bank, a disbursement request and, in support thereof, shall have supplied to the Bank such pertinent documents and other background materials as the Bank may have required; (b) the Borrower or the Executing Agency, as the case may be, maintains open the special bank account referred to in Article 4.01(c) of these General Conditions; (c) unless the Bank otherwise agrees, disbursement requests must be presented no later than thirty (30) days in advance of the date of expiration of the Original Disbursement Period or any extension thereof; (d) none of the circumstances described in Article 6.01 of these General Conditions shall have

occurred; and (e) the Guarantor, if any, shall not be in non-compliance for more than one hundred twenty (120) days with any obligation to make payments to the Bank on any loan or Guarantee.

**ARTICLE 4.04. Disbursement Procedures.** The Bank may make disbursements of the resources of the Loan against the Loan, as follows: (a) by transferring to the Borrower the sums to which it is entitled under this Contract to be deposited in the special bank account referred to in Articles 4.01(c) and 4.03(b) of these General Conditions; (b) by making payments on behalf of and in agreement with the Borrower to other bank entities; and (c) any other method agreed to in writing by the parties. Any banking expenses that may be charged by a third party in connection with disbursements shall be borne by the Borrower. Unless the parties agree otherwise, disbursements shall be made each time only in amounts of not less than five percent (5%) of the total amount of the Loan.

**ARTICLE 4.05. Receipts.** At the request of the Bank, the Borrower shall sign and deliver to the Bank, upon the completion of disbursements of the resources of the Loan, a receipt or receipts for the amounts disbursed.

**ARTICLE 4.06. Renunciation of Part of the Loan.** The Borrower, with the concurrence of the Guarantor, if any, may renounce, by notice to the Bank, its right to utilize any part of the Loan which has not been disbursed before the receipt of the notice.

**ARTICLE 4.07. Automatic Cancellation of Portion of the Loan.** Upon expiration of the Original Disbursement Period and any extension thereof, any portion of the Loan not committed or disbursed shall automatically be cancelled.

**ARTICLE 4.08. Application of the disbursed resources.** The Bank will calculate the percentage that the Regular OC Financing and the Concessional OC Financing represent of the total amount of the Loan and, in the respective proportions, will charge to the Regular OC Financing and the Concessional OC Financing the amount of all disbursements.

## **CHAPTER V**

### **Conversions Applicable to the Regular OC Financing**

**ARTICLE 5.01. Exercise of Conversion Options.** (a) The Borrower may request a Currency Conversion, an Interest Rate Conversion, a Commodity Conversion or a Catastrophe Protection Conversion by delivering to the Bank an irrevocable "Conversion Request Letter" in form and substance satisfactory to the Bank, indicating the financial terms and conditions requested by the Borrower for the respective Conversion. The Bank may provide the Borrower with a form of Conversion Request Letter. For Catastrophe Protection Conversion, the Borrower will be able to submit the Conversion Request Letter to the Bank at any time after (i) entering into a Catastrophe Protection Engagement Letter; and (ii) signing-off on the final form of the transaction documents of the transaction in the financial markets that, in the determination of the Bank, are relevant to the Catastrophe Protection Conversion.

(b) The Conversion Request Letter shall be signed by a duly authorized representative of the Borrower, with the consent of the Guarantor, if any, and shall contain at least the following information:

- (i) **For all Conversions.** (A) Loan number; (B) amount subject to Conversion; (C) Conversion type (Currency Conversion, Interest Rate Conversion, Commodity Conversion, or Catastrophe Protection Conversion); (D) Execution Period; (E) account number where funds shall be deposited, if applicable; and (F) Interest Rate Calculation Convention.
- (ii) **For Currency Conversions.** (A) currency into which the Borrower requests to convert the Regular OC Financing; (B) Amortization Schedule associated with such Currency Conversion, which may have an amortization period equal to or less than the Final Amortization Date; (C) the portion of the disbursement or Outstanding Loan Balance to which the Conversion shall apply; (D) the type of interest rate applicable to the amounts subject to the Currency Conversion; (E) whether the Currency Conversion is a Partial Term Conversion or a Full Term Conversion; (F) Settlement Currency; and (G) any other instructions regarding the Currency Conversion request. If the Conversion Request Letter relates to a disbursement, the request shall indicate the amount of the disbursement in units of the Approval Currency, in Dollar units, or in units of the desired currency for the Conversion, except in the case of the last disbursement, in which case the request shall be made in units of the Approval Currency. In such cases, if the Bank effects the Conversion, the disbursements shall be denominated in the Converted Currency and the disbursements shall be made in: (i) the Converted Currency; or (ii) an equivalent amount in Dollars at the exchange rate set forth in the Conversion Notification Letter, to be determined by the Bank when sourcing its financing. If the Conversion Request Letter relates to Outstanding Loan Balances, the request shall indicate the amount in units of the currency of denomination of the Outstanding Loan Balance.
- (iii) **For Interest Rate Conversions.** (A) type and tenor of interest rate requested; (B) the portion of the Outstanding Loan Balance to which the Interest Rate Conversion shall apply; (C) whether the Interest Rate Conversion is a Partial Term Interest Rate Conversion or a Full Term Interest Rate Conversion; (D) the Amortization Schedule associated with the Interest Rate Conversion, which may have an amortization period equal to or less than the Final Amortization Date; (E) for Interest Rate Conversions establishing an Interest Rate Cap or an Interest Rate Collar, the applicable upper and/or lower limits, as the case may be; and (F) any other instructions regarding the Interest Rate Conversion request.
- (iv) **For Commodity Conversions.** (A) whether a Commodity Put Option or Commodity Call Option is requested; (B) the Option Type; (C) the identity

of the commodity that is the subject of such Commodity Conversion (including the physical properties thereof); (D) the Notional Quantity; (E) the Underlying Commodity Index; (F) the Strike Price; (G) the Commodity Conversion Maturity Date; (H) whether the Conversion is a Full-Term Commodity Conversion or a Partial-Term Commodity Conversion; (I) the formula for the determination of the Cash Settlement Amount, if applicable; (J) the Required Outstanding Loan Balance; (K) a specification of the bank account information where the Cash Settlement Amount, if any, will be paid by the Bank to the Borrower on the Commodity Conversion Settlement Date; (L) at the option of the Borrower, the maximum amount of premium it is willing to pay to enter into a Commodity Conversion given a certain Notional Quantity and Strike Price, as contemplated in paragraph (e) below; and (M) any other instructions regarding the Commodity Conversion request.

- (v) **For Catastrophe Protection Conversions.** (A) the Catastrophe type for which the Borrower is requesting protection; (B) the Cash Settlement Event Determination Instructions; (C) the Protection Amount being sought; (D) the term of the Catastrophe Protection Conversion; (E) whether the Conversion is a Full-Term Catastrophe Protection Conversion or a Partial-Term Catastrophe Protection Conversion; (F) the Outstanding Loan Balance; (G) the Catastrophe Protection Engagement Letter; (H) a specification of the bank account information where the Bank would transfer the Cash Settlement Amount, if any; (I) at the option of the Borrower, the maximum amount of premium it is willing to pay to enter into a Catastrophe Protection Conversion given a certain Protection Amount, as contemplated in paragraph (f) below; (J) the Borrower's sign-off to the final form of the transaction documents of the transaction in the financial markets that are relevant to the Catastrophe Protection Conversion, which must be attached to the Conversion Request Letter; and (K) other terms, conditions, or special instructions, if any, regarding the Catastrophe Protection Conversion request.

(c) Any principal amount payable during the period of fifteen (15) days prior to the beginning of the Execution Period until and including the Conversion Date may not be subject to a Conversion and shall be paid pursuant to the terms applicable prior to the execution of the Conversion.

(d) Once the Bank has received a Conversion Request Letter, it will proceed to review the same. If the Bank finds such letter acceptable, it will effect the Conversion during the Execution Period pursuant to the terms of this Chapter V. Once the Conversion has been effected, the Bank will deliver a Conversion Notification Letter or Catastrophe Conversion Notification Letter, as applicable, to the Borrower indicating the financial terms and conditions of the Conversion.

(e) With respect to Commodity Conversions, the Borrower may indicate in the Conversion Request Letter the maximum amount of premium it is willing to pay to enter into a

Commodity Conversion given a certain Notional Quantity and Strike Price. If no limit is specified, the Bank may execute the related commodity hedge at the prevailing premium market price. Alternatively, at a given Dollar premium amount and a defined Strike Price, the Borrower may instruct the Bank to execute the related commodity hedge. The resulting Notional Quantity will reflect market conditions at the time of execution.

(f) With respect to Catastrophe Protection Conversions, the Borrower may indicate in the Conversion Request Letter the maximum amount of premium it is willing to pay to enter into a Catastrophe Protection Conversion given a certain Protection Amount and risk metrics (such as the probability of attachment, expected loss, and exhaustion probability). If no limit is specified, the Bank may execute the related transaction in the financial markets at the prevailing premium market price. Alternatively, at a given Dollar premium amount and defined risk metrics (such as the probability of attachment, expected loss and exhaustion probability), the Borrower may instruct the Bank to execute the related transaction in the financial markets. The resulting Protection Amount will reflect market conditions at the time of execution.

(g) If the Bank determines that the Conversion Request Letter does not comply with the requirements provided in this Loan Contract, it shall so notify the Borrower during the Execution Period. The Borrower may deliver a new Conversion Request Letter, in which case the Execution Period for this Conversion will start from the time the Bank receives the new Conversion Request Letter.

(h) If the Bank cannot effect the Conversion pursuant to the terms requested by the Borrower in the Conversion Request Letter within the Execution Period, such Conversion Request Letter shall be considered null and void, without prejudice to the Borrower's right to deliver a new Conversion Request Letter.

(i) If a national or international catastrophe, a financial or economic crisis, a change in the capital markets or any other extraordinary circumstance occurs during the Execution Period that, in the opinion of the Bank, may have a material negative impact on its ability to effect a Conversion, the Bank shall so inform the Borrower and agree on the actions to be taken regarding the Conversion Request Letter.

(j) Considering that the Execution Period of a Catastrophe Protection Conversion is longer than those for other Conversions, the Bank reserves the right to seek the Borrower's written confirmation of the terms of the transaction in the financial markets regarding such Catastrophe Protection Conversion prior to its execution.

**ARTICLE 5.02. Conversion Requirements.** Any Conversion shall be subject to the following requirements, as applicable:

- (a) The feasibility of the Bank to execute any Conversion will depend on the ability of the Bank to source its funding or, if applicable, on the ability of the Bank to enter into any hedge on terms and conditions acceptable to the Bank in its sole discretion, in accordance with its policies, and will be subject to legal, operational, risk management considerations and prevailing market conditions, and that said

Conversion is consistent with the level of concessionality of the Loan, in accordance with the Bank's applicable policies in effect.

- (b) The Bank will not execute Conversions on amounts that are less than the equivalent of three million Dollars (US\$3,000,000), unless (i) in the case of the last disbursement, the undisbursed amount is less, or (ii) in the case of a fully disbursed Loan, the Outstanding Loan Balance under any Loan Tranche is less.
- (c) The number of Currency Conversions to Principal Currencies may not exceed four (4) during the term of this Contract. This limit shall not apply to Currency Conversions to Local Currency.
- (d) The number of Interest Rate Conversions may not exceed four (4) during the term of this Contract.
- (e) There will be no limit to the number of Commodity Conversions or Catastrophe Protection Conversions that can be executed during the term of this Contract.
- (f) Each Commodity Conversion will only be executed by the Bank in relation to Outstanding Loan Balances in accordance with the following formula (hereinafter, the "Required Outstanding Loan Balance"):
  - (i) For Commodity Call Options, the Required Outstanding Loan Balance will be the Notional Quantity \* (Z – Strike Price), where Z is the highest expected forward commodity price at the Commodity Conversion Maturity Date, for the relevant Option Type, as calculated by the Bank; and
  - (ii) For Commodity Put Options, the Required Outstanding Loan Balance will be the Notional Quantity \* (Strike Price – Y), where Y is the lowest expected forward commodity price at the Commodity Conversion Maturity Date, for the relevant Option Type, as calculated by the Bank.
- (g) Any modification to the Amortization Schedule requested by the Borrower at the time of requesting a Currency Conversion shall be subject to the provisions of Articles 3.05(c) and 5.03(b) of these General Conditions. Any modification to the Amortization Schedule requested by the Borrower at the time of requesting an Interest Rate Conversion shall be subject to the provisions of Articles 3.05(c) and 5.04(b) of these General Conditions.
- (h) The Amortization Schedule defined in the Conversion Notification Letter, resulting from a Currency Conversion or Interest Rate Conversion, may not be subsequently modified during the Conversion Period, unless the Bank agrees otherwise.
- (i) Unless the Bank agrees otherwise, an Interest Rate Conversion with respect to amounts that have been subject to a previous Currency Conversion may only be effected: (i) on the entire Outstanding Loan Balance associated with such Currency

Conversion; and (ii) for a term equal to the remaining term of such Currency Conversion.

**ARTICLE 5.03. Partial or Full-Term Currency Conversion.** (a) The Borrower may request a Full-Term Currency Conversion or a Partial-Term Currency Conversion.

(b) A Full-Term Currency Conversion and a Partial-Term Currency Conversion may be requested and executed at any time until the Final Amortization Date. Notwithstanding the foregoing, if the Borrower makes a request within less than sixty (60) days prior to the expiration of the Original Disbursement Period, such Currency Conversion will have the limitation that the Outstanding Loan Balance under the new Amortization Schedule requested for the Conversion shall at no time exceed the Outstanding Loan Balance under the original Amortization Schedule, taking into account the exchange rates set forth in the Conversion Notification Letter.

(c) In the case of a Partial-Term Currency Conversion, the Borrower shall include in the Conversion Request Letter: (i) the Amortization Schedule for the period up to expiration of the Conversion Period; and (ii) the Amortization Schedule for the Outstanding Loan Balance payable from the expiration of the Conversion Period to the Final Amortization Date, which shall correspond to the terms and conditions applicable prior to effecting the Currency Conversion.

(d) Prior to the expiration of a Partial Term Currency Conversion, the Borrower, with the consent of the Guarantor, if any, may request from the Bank one of the following options:

- (i) Effecting a new Currency Conversion, upon delivery of a new Conversion Request Letter not less than fifteen (15) Business Days prior to the expiration date of the Partial Term Currency Conversion. Such new Currency Conversion will have the additional limitation that the Outstanding Loan Balance under the new Amortization Schedule shall at no time exceed the Outstanding Loan Balance under the Amortization Schedule requested in the original Partial Term Currency Conversion. If, subject to market conditions, it is feasible to effect a new Conversion, the Outstanding Loan Balance of the amount originally converted will continue to be denominated in the Converted Currency, applying the new Base Interest Rate that reflects prevailing market conditions at the time of effecting the new Conversion.
- (ii) The prepayment of the Outstanding Loan Balance of the converted amount, by providing the Bank written notice at least thirty (30) days prior to the expiration date of the Partial Term Currency Conversion. This prepayment shall be made on the expiration date of the Partial Term Currency Conversion in the Settlement Currency pursuant to Article 5.05 of these General Conditions.

(e) For purposes of paragraph (d) of this Article 5.03, the Outstanding Loan Balance originally subject to a Currency Conversion will be automatically converted to Dollars on the expiration of the respective Partial Term Conversion, and shall be subject to the Interest Rate set

forth in Article 3.10(a) of these General Conditions if: (i) the Bank is unable to effect a new Conversion; or (ii) fifteen (15) days before the expiration date of the Partial Term Currency Conversion, the Bank has not received a request from the Borrower pursuant to paragraph (d) of this Article 5.03; or (iii) on the expiration date of the Partial Term Currency Conversion, the Borrower fails to make the requested prepayment.

(f) If the Outstanding Loan Balance originally subject to a Currency Conversion is converted to Dollars as provided in paragraph (e) above, the Bank, at the expiration of the Partial Term Currency Conversion, shall inform the Borrower, and the Guarantor, if any, of the amounts converted to Dollars and the applicable exchange rate determined by the Calculation Agent, based on prevailing market conditions.

(g) The Outstanding Loan Balance converted to Dollars may be subject to a new Currency Conversion, subject to the provisions of this Chapter V.

(h) At the expiration of a Full Term Currency Conversion, the Borrower shall pay in full the Outstanding Loan Balance of the converted amount in the Settlement Currency, pursuant to Article 5.05 of these General Conditions, and cannot request a new Currency Conversion.

(i) Within thirty (30) days from the date of cancellation or modification of a Currency Conversion, the Borrower shall receive from the Bank, or alternatively, shall pay to the Bank, as applicable, the amounts corresponding to any gain or loss incurred by the Bank as a result of unwinding or reallocating its corresponding funding (or any related hedge) associated with the cancelation or modification of such Currency Conversion. In case of a gain, the amount will be credited first to any amounts due and payable by the Borrower to the Bank.

**ARTICLE 5.04. Partial or Full Term Interest Rate Conversion.** (a) The Borrower may request a Full Term Interest Rate Conversion or a Partial Term Interest Rate Conversion.

(b) A Full Term Interest Rate Conversion and a Partial Term Interest Rate Conversion may be requested and executed at any time until the Final Amortization Date. Notwithstanding the foregoing, if the Borrower makes a request within less than sixty (60) days prior to the expiration of the Original Disbursement Period, such Conversion will be subject to the limitation that the Outstanding Loan Balance under the new Amortization Schedule requested for the Conversion shall at no time exceed the Outstanding Loan Balance under the original Amortization Schedule.

(c) In the case of Partial-Term Interest Rate Conversion of amounts denominated in Dollars, the Borrower shall include in the Conversion Request Letter: (i) the Amortization Schedule for the period up to expiration of the Conversion Period; and (ii) the Amortization Schedule for the Outstanding Loan Balance payable from the expiration of the Conversion Period to the Final Amortization Date, which shall correspond to the terms and conditions applicable prior to effecting the Interest Rate Conversion.

(d) In the case of a Partial-Term Interest Rate Conversion on amounts denominated in Dollars, the interest rate applicable to the Outstanding Loan Balances upon the expiration of the Partial Term Interest Rate Conversion shall be the interest rate set forth in Article 3.10(a) of these

General Conditions. Partial Term Interest Rate Conversions of Outstanding Loan Balances denominated in currencies other than the Dollar shall be subject to the requirements of Article 5.02(g) and shall therefore be subject to the same treatment relative to the expiration of the Conversion Period of the Partial Term Currency Conversion, as set forth in Article 5.03(d) of these General Conditions.

(e) Within thirty (30) days from the date of cancellation or modification of an Interest Rate Conversion, the Borrower shall receive from the Bank, or alternatively, shall pay to the Bank, as applicable, the amounts corresponding to any gain or loss incurred by the Bank as a result of unwinding or reallocating its corresponding funding (or any related hedge) associated with the cancellation or modification of such Interest Rate Conversion. In case of a gain, the amount will be credited first to any amounts due and payable by the Borrower to the Bank.

**ARTICLE 5.05. Payment of Interest and Amortization Installments in the event of a Currency Conversion.** Pursuant to Article 3.04 of these General Conditions, following a Currency Conversion, interest and amortization installments of converted amounts shall be paid in the Settlement Currency. If the Settlement Currency is the Dollar, the Valuation Exchange Rate in effect on the Payment Valuation Date for the respective expiration date shall be applied, as set forth in the Conversion Notification Letter.

**ARTICLE 5.06. Early Termination of a Conversion.** (a) The Borrower can request in writing an early termination of a Conversion which will be subject to the Bank's ability to terminate its corresponding funding, related hedge, or related transaction in the financial markets, as applicable.

(b) In the case of early termination of Conversions other than Catastrophe Protection Conversions, the Borrower shall receive from the Bank, or alternatively, shall pay to the Bank, as applicable, any gain (including any payoff resulting from the early termination of a commodity hedge) or cost incurred by the Bank as a result of unwinding or reallocating its corresponding funding (or any related hedge), as determined by the Calculation Agent. In case of a cost, the Borrower shall promptly pay the corresponding amount to the Bank. In case of a gain it will be credited first to any amount due and payable by the Borrower to the Bank, such as any fees or premium payments.

(c) In the case of early termination of a Catastrophe Protection Conversion, the Borrower shall pay to the Bank any costs incurred by the Bank as a result of such termination, as determined by the Bank. The Borrower shall pay these early termination costs to the Bank in Dollars, as a lump-sum amount, promptly upon termination.

**ARTICLE 5.07. Transaction fees applicable to Conversions.** (a) The transaction fees applicable to Conversions, as well as other fees, as the case may be, undertaken under this Contract shall be those determined by the Bank periodically. Each Conversion Notification Letter shall indicate, if applicable, the fee the Borrower shall be required to pay to the Bank for the execution of the respective Conversion, which fee shall remain in effect throughout the Conversion Period of such Conversion.

(b) The transaction fee applicable to a Currency Conversion: (i) shall be expressed in the form of basis points per annum; (ii) shall accrue in the Converted Currency from the Conversion Date (inclusive) on the Outstanding Loan Balance of such Currency Conversion; and (iii) shall be paid together with each interest payment as set forth in Article 5.05 of these General Conditions.

(c) The transaction fee applicable to an Interest Rate Conversion: (i) shall be expressed in the form of basis points per annum; (ii) shall accrue in the currency of denomination of the Outstanding Loan Balance subject to such Interest Rate Conversion; (iii) shall accrue, from the Conversion Date (inclusive) on the Outstanding Loan Balance subject to the Interest Rate Conversion; and (iv) shall be paid together with each interest payment, as set forth in Article 3.10 of these General Conditions.

(d) Notwithstanding the transaction fees provided for in paragraphs (b) and (c) above, in the case of Currency Conversions or Interest Rate Conversions involving an Interest Rate Cap or an Interest Rate Collar, a transaction fee associated with such Interest Rate Cap or Interest Collar shall apply. Such transaction fee: (i) shall be denominated in the same currency as the Outstanding Loan Balance subject to the Interest Rate Cap or Interest Rate Collar; and (ii) shall be paid upfront in a lump-sum amount, in the Settlement Currency, on the first interest payment date, as set forth in Article 5.05 of these General Conditions.

(e) The transaction fee applicable to a Commodity Conversion: (i) shall be expressed in the form of basis points; (ii) shall be calculated on the basis of the Notional Quantity times the commodity closing price on the Commodity Conversion Date according to the Underlying Commodity Index; and (iii) shall be paid in Dollars, in a lump-sum upfront or in installments, as agreed upon between the Bank and the Borrower and specified in the Conversion Notification Letter. In no event shall the Borrower pay such fee to the Bank later than the Commodity Conversion Maturity Date, or, if the case may be, the date in which a Commodity Conversion is terminated early pursuant to Article 5.06 of these General Conditions.

(f) In case of an early termination of a Commodity Conversion, an additional fee will apply, which: (i) shall be expressed in the form of basis points; (ii) shall be calculated on the basis of the Notional Quantity times the commodity closing price on the date of the early termination according to the Underlying Commodity Index; and (iii) shall be paid in Dollars, as a lump-sum amount, promptly upon termination.

(g) For Catastrophe Protection Conversion, the Bank will charge the Borrower the applicable transaction fees and, as the case may be, other fees that may be due in connection with a Cash Settlement Event. These fees: (i) shall be expressed in the form of basis points; (ii) shall be calculated on the basis of the Catastrophe and Protection Amount; (iii) shall be paid in Dollars, in a lump-sum upfront or in installments, as agreed upon between the Bank and the Borrower and specified in the Conversion Notification Letter; and (iii) may be deducted from the Cash Settlement Amount as provided in Article 5.13 of these General Conditions. In no event shall the Borrower pay such fees to the Bank later than the last day of the Conversion Period for a Catastrophe Protection Conversion or, if the case may be, the date on which a Catastrophe Protection Conversion is terminated early pursuant to Article 5.06 of these General Conditions.

(h) In case of early termination of a Catastrophe Protection Conversion, an additional fee will apply, which: (i) shall be expressed in the form of basis points; (ii) shall be calculated on the basis of the Catastrophe and Protection Amount; and (iii) shall be paid in Dollars, as a lump-sum amount, promptly upon termination.

**ARTICLE 5.08. Funding Expenses, Premiums or Discounts, and Other Costs Associated with a Conversion.** (a) In the event that the Bank uses its actual cost of funding to determine the Base Interest Rate, the Borrower shall pay the fees and expenses incurred by the Bank in sourcing its funding. In addition, any premiums or discounts related to the Bank's funding shall be paid by or credited to the Borrower, as the case may be. These expenses and premiums or discounts will be specified in the Conversion Notification Letter.

(b) Accordingly, when a Conversion (other than Catastrophe Protection Conversion) is effected in connection with a disbursement, the amount to be disbursed to the Borrower shall be adjusted to deduct or to add any amounts owed by or due to the Borrower as described in paragraph (a) above.

(c) Alternatively, when a Conversion (other than Catastrophe Protection Conversion) is effected on Outstanding Loan Balances, the amounts owed by or due to the Borrower as described in paragraph (a) above, shall be paid by the Borrower or the Bank, as the case may be, within thirty (30) days from the Conversion Date.

(d) In the case of a Catastrophe Protection Conversion, the Borrower shall pay to the Bank all costs that the Bank may incur associated with the structuring of a Catastrophe Protection Conversion and the corresponding market transaction, and costs related to the occurrence of a Cash Settlement Event and the Cash Settlement Event calculation. Such costs: (i) shall be paid in Dollars, (ii) shall be paid in a lump-sum amount upfront or in installments, as agreed upon between the Bank and the Borrower and specified in the Catastrophe Conversion Notification Letter; and (iii) may be deducted from the Cash Settlement Amount as provided in Article 5.13 of these General Conditions. These costs include administration cost and the costs of all third parties the Bank may need to retain. The Bank may agree to alternative payment mechanisms, such as expressing these costs in the form of basis points per annum, in which case they will be paid together with interest on each interest payment date, as long as it is operationally possible for the Bank. In no event shall the Borrower pay such costs to the Bank later than the last day of the Conversion Period for a Catastrophe Protection Conversion or, if the case may be, the date on which a Catastrophe Protection Conversion is terminated early pursuant to Article 5.06 of these General Conditions.

(e) In the case of a Catastrophe Protection Conversion, the provisions of Article 5.13 may apply to any deduction of any premium, cost or fees associated with a Catastrophe Protection Conversion.

**ARTICLE 5.09. Premiums payable in connection with Interest Rate Caps or Interest Rate Collars.** (a) In addition to the transaction fees payable pursuant to Article 5.07 of these General Conditions, the Borrower shall pay the Bank a premium on the Outstanding Loan Balance subject

to the Interest Rate Cap or Interest Rate Collar requested by the Borrower, equal to the premium paid by the Bank to a counterparty, if any, as a result of the purchase of the Interest Rate Cap or Interest Rate Collar. Such premium shall be paid: (i) in the currency of denomination of the Outstanding Loan Balance subject to the Interest Rate Cap or Interest Rate Collar, or its equivalent in Dollars, at the exchange rate set forth in the Conversion Notification Letter, which shall be the exchange rate determined at the time the Bank sourced the funding or entered into the related hedge; and (ii) in a lump-sum amount, on a date agreed by the Parties, but in no event later than thirty (30) days after the Conversion Date; provided however that if operationally feasible for the Bank, the Bank may agree to a different payment mechanism.

(b) If the Borrower requests an Interest Rate Collar, it may request the Bank to establish the lower limit of the Interest Rate Collar to ensure that the premium corresponding to the lower limit be equal to the premium corresponding to the upper limit, thereby establishing an Interest Rate Collar at no cost (zero cost collar). If the Borrower selects the upper and lower limits, the premium payable to the Bank by the Borrower with respect to the upper limit of the Interest Rate Collar will be offset by the premium payable by the Bank with respect to the lower limit of the Interest Rate Collar. Nevertheless, the premium payable to the Borrower by the Bank in respect of the lower limit of the Interest Rate Collar shall in no case exceed the premium payable by the Borrower to the Bank with respect to the upper limit of the Interest Rate Collar. Accordingly, during the Execution Period, the Bank may reduce the lower limit of the Interest Rate Collar such that the corresponding premium does not exceed the premium on the upper limit of the Interest Rate Collar.

**ARTICLE 5.10. Premiums Payable in Connection with a Commodity Conversion.** In addition to the transaction fees payable pursuant to Article 5.07 of these General Conditions, but subject to Article 5.01(e) of these General Conditions, the Borrower shall pay to the Bank a premium equivalent to the premium paid by the Bank to a counterparty for entering into a related commodity hedge. Such premium shall be paid in Dollars, in a lump-sum amount upfront or in installments, as agreed upon between the Bank and the Borrower and specified in the Conversion Notification Letter. The Bank may agree to alternative payment mechanisms, such as expressing the premium in the form of basis points per annum, in which case it will be paid together with interest on each interest payment date. In no event shall the Borrower pay such premium to the Bank later than the Commodity Conversion Maturity Date, or, if the case may be, the date in which a Commodity Conversion is terminated early pursuant to Article 5.06.

**ARTICLE 5.11. Premiums Payable in Connection with a Catastrophe Protection Conversion.** In addition to the fees payable pursuant to Article 5.07 of these General Conditions, but subject to Article 5.01(f) of these General Conditions, the Borrower shall pay to the Bank a premium equivalent to the premium paid by the Bank in the financial markets for entering into a related Catastrophe Protection Conversion hedge. Such premium: (i) shall be paid in Dollars, (ii) shall be paid in a lump-sum amount upfront or in installments, as agreed upon between the Bank and the Borrower and specified in the Catastrophe Conversion Notification Letter; and (iii) may be deducted from the Cash Settlement Amount as provided in Article 5.13 of these General Conditions. The Bank may agree to alternative payment mechanisms, such as expressing the premium in the form of basis points per annum, over a timeline agreed between the Bank and the Borrower, in which case it will be paid together with interest on each interest payment date, as

long as it is operationally possible for the Bank. The Borrower shall pay the premium to the Bank over a timeline agreed between the Bank and the Borrower or, as the case may be, no later than the date on which a Catastrophe Protection Conversion is terminated early pursuant to Article 5.06 of these General Conditions.

**ARTICLE 5.12. Commodity Conversions.** Each Commodity Conversion shall be entered into on the following terms and conditions:

- (a) Each Commodity Conversion shall relate to either a Commodity Put Option or a Commodity Call Option (each, a “Commodity Option”). A Commodity Option shall constitute the grant by the Bank to the Borrower of the right (exercisable as provided in this Article) to cause the Bank to pay the Cash Settlement Amount, if any, on the Commodity Conversion Settlement Date.
- (b) If, at the Commodity Conversion Maturity Date under a Commodity Call Option, the Specified Price exceeds the Strike Price, the “Cash Settlement Amount” shall equal the product of (i) the excess of the Specified Price over the Strike Price multiplied by (ii) the Notional Quantity of such Commodity Option. Otherwise, the “Cash Settlement Amount” for such Commodity Call Option shall be zero.
- (c) If, at the Commodity Conversion Maturity Date under a Commodity Put Option, the Strike Price exceeds the Specified Price, the “Cash Settlement Amount” shall equal the product of (i) the excess of the Strike Price over the Specified Price multiplied by (ii) the Notional Quantity of such Commodity Option. Otherwise, the “Cash Settlement Amount” for such Commodity Put Option shall be zero.
- (d) In case the Commodity Conversion refers to a binary Option Type, the “Cash Settlement Amount” will be determined on the basis of a formula to be specified in the Conversion Notification Letter (Article 5.01(b)(iv)(I) of these General Conditions).
- (e) On the Commodity Conversion Maturity Date, the Bank will determine and give notice to the Borrower of the Cash Settlement Amount. If the Cash Settlement Amount is greater than zero, the Bank will pay such amount to the Borrower on the Commodity Conversion Settlement Date. If a loan made to the Borrower, or guaranteed by the Borrower, is in arrears for over thirty (30) days, then the Bank may deduct from the Cash Settlement Amount due to the Borrower in connection with a Commodity Conversion all amounts due and payable by the Borrower to the Bank under any loan made to or guaranteed by the Borrower that is in arrears for any length of time (either for more, or for less, than thirty (30) days).
- (f) If the Borrower shall fail to make a payment when due of any premium payable under the Commodity Conversion, and such failure is not cured within a reasonable time, the Bank may by written notice to the Borrower terminate the related Commodity Option, whereupon the Borrower shall pay to the Bank an amount determined by the Bank to be the amount that would be incurred by the Bank as a

result of its unwinding or reallocating any related commodity hedge. Alternatively, the Bank may choose not to terminate the Commodity Option, in which case any Cash Settlement Amount resulting upon a Commodity Conversion Maturity Date will be applied as provided for in Article 5.06 of these General Conditions.

**ARTICLE 5.13. Catastrophe Protection Conversions.** Each Catastrophe Protection Conversion shall be entered into on the following terms and conditions:

- (a) If at the time of occurrence of a Cash Settlement Event, as determined in an Event Report by the Event Calculation Agent, there is a Cash Settlement Amount to be paid to the Borrower by the Bank, the Bank will pay such Cash Settlement Amount to the Borrower within five (5) Business Days, unless otherwise agreed between the Bank and the Borrower.
- (b) If a loan made to the Borrower, or guaranteed by the Borrower, is in arrears for over thirty (30) days, then the Bank may deduct from the Cash Settlement Amount due to the Borrower in connection with a Catastrophe Protection Conversion all amounts due and payable by the Borrower to the Bank under any loan made to or guaranteed by the Borrower that is in arrears for any length of time (either for more, or for less, than thirty (30) days).
- (c) In addition to the deductions set forth in paragraph (b) above, the Bank, at its own discretion, may deduct from the Cash Settlement Amount due to the Borrower in connection with a Catastrophe Protection Conversion all amounts due and payable by the Borrower to the Bank related to fees, premiums and costs as set forth, respectively, in Articles 5.07(g), 5.11, and 5.08(d) of these General Conditions, in accordance with the following:
  - (i) **Costs.** The Bank may deduct from the corresponding Cash Settlement Amount any outstanding unpaid costs associated with the Catastrophe Protection Conversion.
  - (ii) **Outstanding Installments.** If the Bank and the Borrower have agreed that the fees, premium, and/or costs will be paid by the Borrower in installments or annualized, then:
    - (A) **Fees.** The Bank may deduct from any Cash Settlement Amount the entirety of the outstanding fees, including amounts owed but not yet due under the relevant installments schedule agreed to between the Borrower and the Bank.
    - (B) **Costs.** The Bank may deduct from any Cash Settlement Amount the entirety of the outstanding costs, including amounts owed but not yet due under the relevant installments schedule agreed to between the Borrower and the Bank.

- (C) **Premiums – Protection Amount Not Exhausted.** The Bank may deduct from any Cash Settlement Amount the outstanding premium, including amounts owed but not yet due under the relevant installments schedule agreed to between the Borrower and the Bank, up to a maximum of fifty percent (50%) of the Cash Settlement Amount, if the Cash Settlement Amount does not exhaust the Protection Amount under the Catastrophe Protection Conversion.
  - (D) **Premiums – Protection Amount Exhausted.** The Bank may deduct from the Cash Settlement Amount the entirety of the outstanding premium, including amounts owed but not yet due under the relevant installments schedule agreed to between the Borrower and the Bank, if the Cash Settlement Amount is such that it exhausts the Protection Amount under the Catastrophe Protection Conversion.
- (iii) **Remaining Balance.** If the Cash Settlement Event exhausts the Protection Amount and, after deducting from the Cash Settlement Amount the applicable fees, costs, and premium described above, the Borrower still owes the Bank any of amounts for fees, costs, or premiums; then the Borrower shall promptly make those payments to the Bank in accordance with the terms and in the manner indicated by the Bank.
- (d) All determinations and calculations made by the Event Calculation Agent in an Event Report shall be final and binding on the Borrower.

**ARTICLE 5.14. Market Quotes Disruption Events.** The Parties acknowledge that the amortization and interest payments made by the Borrower in connection with amounts subject to a Conversion, shall at all times be linked to the corresponding funding of the Bank in relation to payments under such Conversion. Therefore, the Parties agree that, notwithstanding the occurrence of any disruption event that may materially affect the currency exchange rates, interest rates and inflation adjustment index used in this Contract, if any, or in any Conversion Notification Letter, the Borrower's payments shall remain linked to the Bank's funding. For purposes of obtaining and maintaining such link under such circumstances, the Parties expressly agree that the Calculation Agent, acting in good faith and in a commercially reasonable manner, seeking to reflect the Bank's corresponding funding, shall determine the applicability of: (a) such disruption events; and (b) the replacement rate or index applicable to determine the appropriate amount to be paid by the Borrower using the methodology and conventions determined by the Calculation Agent, including any necessary conforming changes in interest period, interest rate determination date or other technical, administrative or operational changes that the Calculation Agent decides are appropriate.

**ARTICLE 5.15. Cancellation and Reversal of the Currency Conversion.** If, after the signature date of this Contract, a change in a law, decree, or other applicable rule or regulation is enacted or issued, or if there is a change in the interpretation of a law, decree or other applicable rule or regulation in force at the time this Contract is signed that, as reasonably determined by the Bank, prevents the Bank from continuing to maintain, in whole or in part, its funding in the

Converted Currency, for the remainder of the period and under the same terms as the corresponding Currency Conversion, the Borrower, upon being notified by the Bank, shall have the option to redenominate the Outstanding Loan Balance subject to the Currency Conversion to Dollars at the exchange rate applicable at that time, as determined by the Calculation Agent. Such Outstanding Loan Balance shall remain subject to the Amortization Schedule agreed for such Currency Conversion and the Interest Rate set forth in Article 3.10(a) of these General Conditions. Alternatively, the Borrower may prepay all amounts that it owes in the Converted Currency, pursuant to the provisions of Article 3.12 of these General Conditions.

**ARTICLE 5.16. Gains or Losses associated with the Redenomination into Dollars.** If the Borrower, with the consent of the Guarantor, if any, decides to redenominate the Outstanding Loan Balances subject to a Currency Conversion into Dollars pursuant to Article 5.15 above, within thirty (30) days after the redenomination date, the Borrower shall receive from the Bank, or alternatively, shall pay to the Bank, as applicable, the amounts corresponding to any gain or loss incurred by the Bank as determined by the Calculation Agent, up until the Dollar redenomination date, in connection with variations in the interest rates. In case of a gain, the amount will be credited first to any amounts due and payable by the Borrower to the Bank.

**ARTICLE 5.17. Delay in payment in case of Currency Conversion.** In the event of any payment delay in respect of amounts of principal or financial charges that the Borrower owes the Bank as a result of a Conversion and any premiums payable to the Bank pursuant to Article 5.09 in a currency other than the Dollar, the Bank may charge interest at a floating rate in the Converted Currency determined by the Calculation Agent, plus a spread of 100 basis points (1%) over the total amount in arrears, irrespective of the applicability of additional charges to ensure a full transfer of costs in the event such spread is not sufficient to cover for the Bank the costs incurred as a result of such delay.

**ARTICLE 5.18. Additional Costs in case of Conversions.** If an action or omission by the Borrower, or the Guarantor, if any, including: (a) nonpayment of principal, interest and fees relating to a Conversion on the due dates; (b) revoking or changing the terms set forth in the Conversion Request Letter; (c) nonfulfillment of a partial or full prepayment of the Outstanding Loan Balances in the Converted Currency, if such prepayment had been previously requested by the Borrower in writing; (d) a change in laws or regulations that have an impact on the maintenance of all or part of the Bank's Loan on the agreed Conversion terms; or (e) other actions not described above, results in the Bank incurring additional costs to those described in this Contract, the Borrower shall pay the Bank such amounts, as determined by the Calculation Agent, to ensure a full transfer of the costs incurred by the Bank. In the case of Catastrophe Protection Conversion, the Borrower shall pay the Bank such additional costs according to Article 5.08(d) of these General Conditions.

**CHAPTER VI**  
**Suspension of Disbursements and Accelerated Maturity**

**ARTICLE 6.01. Suspension of Disbursements.** The Bank, by written notice to the Borrower, may suspend disbursements if any of the following circumstances occurs and so long as it continues:

- (a) Delay in the payment of any sums owed by the Borrower to the Bank for principal, fees, interest, return of Advances of Funds or for any other reason, under this Contract or any other contract entered into between the Bank and the Borrower, including another Loan Contract or Derivatives Contract.
- (b) Nonfulfillment by the Borrower of the Program agreed to by the Bank or of any other obligation set forth in this Contract or in any other contract entered into with the Bank for the financing of the Project or in any Derivative Contract signed with the Bank.
- (c) Withdrawal or suspension from membership in the Bank of the country in which the Program is to be executed.
- (d) The Program or the purposes of the Loan may be affected by any restriction, of the legal capacity or modification or alteration of the functions or assets of the Borrower or the Executing Agency. In such cases, the Bank will have the right to require the Borrower for purposes of weighing whether the change or changes, have or may have, a negative impact on the execution of the Program to provide reasoned and detailed information. Only after hearing the Borrower and weighing the information or clarification received, or if the Borrower fails to respond, prior to the date of the following disbursement, may the Bank suspend disbursements if it considers that the modifications made affect the Program materially and unfavorably or render its execution impossible.
- (e) The non-compliance on the part of the Guarantor, if any, of any obligation set forth in the Guarantee Contract or in any Derivatives Contract signed with the Bank.
- (f) Any extraordinary circumstance which, in the opinion of the Bank, and is not a contract with a Republic as borrower, makes it unlikely that the Borrower will be able to comply with the obligations established in this Contract or to fulfill the purposes for which it was entered into.
- (g) If it is determined by the Bank, that an employee, agent, or representative of the Borrower or the Executing Agency, has engaged in a Prohibited Practice in connection with the Program.

**ARTICLE 6.02. Termination, Accelerated Maturity, or Partial Cancellation of Undisbursed Balances and other Measures.** The Bank may terminate this Contract with respect

to the part of the Loan not yet disbursed or may declare the entire Loan or a portion thereof immediately due and payable, together with interest and fees accrued up to the date of payment if:

- (a) Any of the circumstances set forth in paragraphs (a), (b), (c) and (e) of the preceding Article continues for more than sixty (60) days;
- (b) If it is determined by the Bank that the Borrower, Executing Agency or an employee, agent or representative of these, has committed a Prohibited Practice in connection with the Program, provided that the Borrower or the Executing Agency, as the case may be, has not taken adequate remedial measures (including providing adequate notice to the Bank upon learning of the Prohibited Practice) within a period of time the Bank considers reasonable; or
- (c) The information referred to in paragraph (d) of the preceding Article, or the clarifications or additional information presented by the Borrower or the Executing Agency, if any, are not satisfactory to the Bank.

**ARTICLE 6.03. Prohibited Practices.** (a) For the purposes of this Contract, “Prohibited Practice” shall be understood as the practice prohibited by the Bank in connection with the activities it finances, as defined by the Board or that are defined in the future and communicated to the Borrower, including among others: corrupt practice, fraudulent practice, coercive practice, collusive practice, obstructive practice, and misappropriation.

(b) If, under the provisions of Articles 6.01(g) and 6.02(b) of these General Conditions if the Bank determines that the Borrower, Executing Agency or an employee, agent or representative of these, has engaged in a Prohibited Practice in connection with the execution of the Program, the Bank may take the following actions, including:

- (i) Issue a reprimand against the firm, entity or individual determined to be responsible for the Prohibited Practice in the form of a formal letter of censure for its behavior.
- (ii) Declare any firm, entity or individual determined to be responsible for the Prohibited Practice ineligible, either permanently or temporarily, to participate in Bank-financed activities, whether directly as a contractor or supplier, or indirectly as a subconsultant, subcontractor, or a supplier of goods, consulting services, or non-consulting services.
- (iii) Refer the matter to appropriate law enforcement authorities.
- (iv) Impose fines representing reimbursement to the Bank for costs associated with investigations and proceedings.

(c) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.

(d) The Borrower, Executing Agency or an employee, agent or representative of these, may be sanctioned by the Bank pursuant to agreements the Bank may have with other international financial institutions regarding the mutual enforcement of debarment decisions. For purposes of this paragraph (d) the term “sanction” shall mean any permanent debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an international financial institution’s applicable framework for addressing allegations of Prohibited Practices.

**ARTICLE 6.04. Non-waiver of Rights.** Any delay by the Bank in the exercise of its rights pursuant to this Contract, or failure to exercise them, shall not be construed as a waiver by the Bank of any such rights nor as acquiescence in events or circumstances which, had they occurred, would have empowered it to exercise them.

**ARTICLE 6.05. Provisions not Affected.** The application of any of the measures provided for by this Chapter shall not affect the obligations of the Borrower established in this Contract, which shall remain in full force and effect, except that in case the entire Loan has been declared due and payable, only the pecuniary obligations of the Borrower shall continue in force.

## **CHAPTER VII**

### **Records, Inspections and Reports**

**ARTICLE 7.01. Internal Control and Records.** The Borrower or the Executing Agency, as the case may be, shall maintain an appropriate system of internal accounting and administrative controls. The accounting system shall be organized so as to provide the necessary documentation to permit the verification of transactions and facilitate the timely preparation of financial and account statements and reports. The records of the Program shall be maintained for a minimum of three (3) years after the date of final disbursement of the Loan, in such a way that: (a) make it possible to identify the sums received from the Bank; and (b) allow the identification of the information related with the execution of the Program or the use of the resources of the Loan.

**ARTICLE 7.02. Inspections.** (a) The Bank may establish such inspection procedures as it deems necessary to ensure the satisfactory development of the Program.

(b) The Borrower and the Executing Agency, if any, shall permit the Bank to inspect at any time the records and documents the Bank may deem pertinent, providing all documents, including on costs incurred under the Loan, which the Bank may reasonably request. The Borrower or the Executing Agency, as the case may be, shall produce the documents in a timely manner or shall submit an affidavit to the Bank setting forth the reasons why the requested material is unavailable or is being withheld. In addition, the Borrower and the Executing Agency shall make their personnel available, upon reasonable notice, to respond to questions from Bank personnel, which arise during the review or audit of such documents.

(c) In relation to the investigation of allegations of Prohibited Practices, the Borrower and the Executing Agency, if any, shall provide full assistance to the Bank in the investigation, will deliver all documents deemed necessary for the investigation and will ensure that those

employees or agents who are aware of the Bank-financed activities be available to respond to inquiries within the context of an investigation, be it from Bank personnel or from any investigator, agent, auditor or consultant duly assigned to the investigation.

(d) The personnel that the Bank shall send or designate as investigators, agents, auditors or experts for this purpose shall receive the complete cooperation of the respective authorities. All the costs relating to transportation, salaries, and other expenses of such personnel shall be borne by the Bank.

(e) If the Borrower or the Executing Agency, as the case may be, refuses to comply with the Bank's request, or otherwise obstructs the Bank's review of the matter, the Bank in its sole discretion, may take appropriate action against the Borrower or the Executing Agency, as the case may be.

## **CHAPTER VIII**

### **Provision on Encumbrances and Exemptions**

**ARTICLE 8.01. Commitment on Encumbrances.** If the Borrower should agree to create any specific encumbrance on all or part of its assets or revenues to secure an external debt, it shall at the same time create an encumbrance guaranteeing to the Bank, equally and proportionally, the fulfillment of the pecuniary obligations arising from this Contract. However, the foregoing shall not apply: (a) to encumbrances on goods used as security for payment of the unpaid balance of the purchase price; and (b) to encumbrances created in banking operations to secure payment of debts with maturities of not more than one year. In the event that the Borrower is a member country, the term "assets or revenues" shall mean all types of assets or revenues which belong to the Borrower or any of its dependent agencies which are not autonomous entities with their own separate capital.

**ARTICLE 8.02. Tax Exemption.** The Borrower undertakes to ensure that principal, interest, fees, premiums, and any other Loan charge, as well as any other payments for expenses or costs that may be imputed to this Contract, shall be paid without any deduction or restriction whatsoever, exempt from any tax, fee, duty or charge established or that may be established by the laws of its country, and to pay any tax, fee, or duty applicable to the signing, negotiation, and execution of this Contract.

## **CHAPTER IX**

### **Miscellaneous Provisions**

**ARTICLE 9.01. Application of Payments.** All payments shall be applied first to returns of unjustified Advances of Funds after the expiration of the Closing Period, then to commissions and interest payable on the date of payment and, if there is a balance, to the amortization of expired installments of capital.

**ARTICLE 9.02. Expiration on days that are not Business Days.** Any payment or other transaction which, pursuant to this Contract, should be carried out on a day that is not a Business

Day, shall be considered validly effected if carried out on the first business day immediately thereafter, and in such case no penalty whatsoever shall apply, unless the Bank adopts another convention to follow for this purpose, in which case the Bank will inform the Borrower in writing.

**ARTICLE 9.03. Place of payments.** All payments must be made at the main office of the Bank in Washington, District of Columbia, United States of America, unless the Bank designates another place or places for this purpose by written notification to the Borrower.

**ARTICLE 9.04. Assignment of Rights.** (a) The Bank may assign to other public or private institutions, in the form of participations, the rights corresponding to the Borrower's pecuniary obligations under this Contract. The Bank shall immediately notify the Borrower of each assignment.

(b) The Bank may grant participations in respect of either outstanding loan balances or amounts of the Loan which are still undisbursed at the time of entering into the participation agreement.

(c) With the prior consent of the Borrower and of the Guarantor, if any, the Bank may assign all or part of the undisbursed amount of the Loan to other public or private institutions. To that end, the portion subject to assignment shall be denominated in terms of a fixed number of units of either the Approval Currency or Dollars. Likewise, with the prior consent of the Borrower and of the Guarantor, if any, the Bank may set, for the portion subject to assignment, an interest rate other than that established in this Contract.

**ARTICLE 9.05. Modifications and Contractual Waivers.** Any modification or waiver of the provisions of this Contract shall be agreed upon in writing by the Parties, with the consent of the Guarantor, if any, and to the extent that such consent may be applicable.

**ARTICLE 9.06. Non-waiver of Rights.** Any delay or failure by the Bank to exercise its rights pursuant to this Contract may not be construed as a waiver of such rights or as implied acceptance of events, actions, or circumstances that would have empowered it to exercise them.

**ARTICLE 9.07. Termination.** (a) The Contract and all obligations arising from it shall be deemed terminated upon full payment of the principal, interest, fees, premiums, and all other expenses related to the Loan, as well as all other expenses, costs and payments arising from this Contract, with the exception of those referred to in paragraph (b) of this Article.

(b) The obligations acquired by the Borrower under this Contract with respect to Prohibited Practices and other obligations relating to the operational policies of the Bank, shall remain in effect until such obligations are deemed fulfilled to the satisfaction of the Bank.

**ARTICLE 9.08. Validity.** The rights and obligations established in this Contract are valid and enforceable in accordance with the terms agreed upon herein, regardless of the laws of any given country.

**ARTICLE 9.09. Disclosure of Information.** The Bank may disclose this Contract and any information related thereto, in accordance with its access to information policy in effect at the time of such disclosure.

## **CHAPTER X** **Arbitration Procedure**

**ARTICLE 10.01. Composition of the Tribunal.** (a) The arbitration tribunal shall be composed of three members to be appointed in the following manner: one by the Bank, another by the Borrower, and a third, hereinafter called the “President”, by direct agreement between the Parties or through their respective arbitrators. In all decisions, the President of the tribunal shall have the right to cast a double vote in the case of deadlock. If the Parties or the arbitrators fail to agree on who the President shall be, or if one of the Parties is unable to designate an arbitrator, the President shall be appointed, at the request of either party, by the Secretary General of the Organization of American States. If either of the Parties fails to appoint an arbitrator, one shall be appointed by the President. If either of the appointed arbitrators or the President is unwilling or unable to act or to continue to act, his or her successor shall be appointed in the same manner as for the original appointment. The successor shall have the same functions as his or her predecessor.

(b) In any conflict, both the Borrower and the Guarantor, if any, shall be considered a single party and, consequently, shall act jointly in the designation of the arbitrator and for the other purposes of the arbitration proceedings.

**ARTICLE 10.02. Initiation of the Procedure.** In order to submit the controversy to arbitration, the claimant shall address to the other party a written notification setting forth the nature of the claim, the satisfaction or compensation which it seeks, and the name of the arbitrator it appoints. The party receiving such notification shall, within forty-five (45) days, notify the adverse party of the name of the person it appoints as arbitrator. If, within seventy-five (75) days as of the notification of the initiation of the arbitral proceeding, the Parties have not agreed upon the person who is to act as President, either party may request the Secretary General of the Organization of American States to make the appointment.

**ARTICLE 10.03. Convening of the Tribunal.** The arbitration tribunal shall be convened in Washington, District of Columbia, United States of America, on the date designated by the President, and, once convened, shall meet on the dates which the tribunal itself shall establish.

**ARTICLE 10.04. Procedure.** (a) The tribunal is specifically empowered to decide any matter under its jurisdiction and shall adopt its own procedures. In any case, it shall give the Parties the opportunity to make oral presentations. All decisions of the tribunal shall be made by majority vote.

(b) The Tribunal shall base its rulings on the terms of the Contract, and shall render its award even if one of the Parties fails to appear.

(c) The award shall be in writing and shall be adopted with the concurrent vote of at least two (2) members of the tribunal. It shall be handed down within approximately sixty (60) days from the date on which the President is appointed, unless the tribunal determines that, due to special and unforeseen circumstances, such period should be extended. The award shall be notified to the Parties by means of a notification signed by at least two (2) members of the tribunal, and shall be complied with within thirty (30) days from the date of notification. The award shall be final and will not be subject to any appeal.

**ARTICLE 10.05. Costs.** The fees of each arbitrator and the costs of arbitration (with the exception of attorneys' fees and the fees of other experts, which shall be covered by the Parties that appointed them) shall be covered by both Parties in equal proportion. Any doubt regarding the division of costs or the manner in which they are to be paid shall be determined, without appeal, by the tribunal.

**ARTICLE 10.06. Notification.** All notifications relative to the arbitration or to the award shall be made in the manner provided in this Contract. The parties waive any other form of notification.