

# **REPUBLIC OF ARGENTINA**

## **PUBLIC-PRIVATE PARTNERSHIP PROGRAM**

### **Public-Private Partnership Secretariat**

*This document contains certain structural considerations on the financing schedule which aims at facilitating the development of public-private partnership projects in the Republic of Argentina. This document is a work draft, it is subject to changes, and it does not represent the final position of any governmental authority of the Republic of Argentina.*

**Buenos Aires**

**September 27, 2018**

## PPP-RARS FINANCIAL ASSISTANCE TRUST

The purpose of the PPP-RARS Financial Assistance Trust (“FIAF-PPP-RARS”) is to make use of the funds obtained from the international and domestic financial market, either by way of loans, by the issuance of securities and any other instrument permitted by relevant legislation, in order to grant loans within the terms and conditions set forth in Appendix A and B, issue CTE stand-by letters of credit within the terms and conditions set forth in Appendix C and execute any other legal action aimed at providing Credit facilities in favor of Qualified Borrowers.

“Qualified Borrowers” are all legal entities (“PPP Contractors”) which (i) have signed a public-private partnership agreement within the framework of Stage 1 of the Public-Private Partnership Network of Safe Roads and Highways (“PPP Agreement”), and (ii) are in compliance with the terms and conditions set forth by the Compliance Rules of the FIAF-PPP-RARS.

FIAF-PPP-RARS shall have the following features<sup>1</sup>:

(a) Parties:

- Banco de Inversión y Comercio Exterior (BICE), in its capacity as trustee ("FIAF-PPP-RARS Trustee");
- The Argentine Government, represented by the Ministry of Transport ("MT"), in its capacity as trustor and beneficiary;
- The Argentine Roads Authority “*Dirección Nacional de Vialidad*” (“DNV”), in its capacity as trustor and beneficiary.

(b) Other third parties involved:

- The Compliance Supervisor: shall be a credit multilateral agency or an independent party charged with the oversight of the PPP Contactors abiding to the Compliance Rules;
- The Executive Committee: shall operate exclusively within the FIAF-PPP-RARS framework, and shall be staffed by representatives of FIAF-PPP-RARS trustors. It is mandated to give approval to the Trustee on the following matters:
  - investment of FIAF-PPP-RARS resources
  - foreign exchange operations
  - eligibility of Qualified Borrowers
  - allocation of loans quotas

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<sup>1</sup> Terms in capital letters used in this section that have not been defined shall have the meaning assigned thereof in each PPP Agreement.

- approval of tenders
  - approval of Credit Facilities.
- The Collateral Agent: shall be an independent third party appointed as custodian and represent the interests of Participating Entities.
  - Other parties yet to be defined.
- (c) Trust Property:
- Collection rights assigned to the FIAF PPP RARS from the liquidation of Argentine Treasury Bills held by MT for an approximate amount of USD 200,000,000 (“Letes in Trust”).
  - The FIAF-PPP-RARS Contingent Commitment;
  - Collection rights resulting from the enforcement of all Financial Closing Guarantees, Main Works Guarantees and Main Services Guarantees issued by or on behalf of a Qualified Borrower under the relevant PPP Agreement in favor of DNV.
- (d) The FIAF-PPP-RARS Contingent Commitment and Reserve Account.
- FIAF-PPP-RARS shall set a reserve account to enhance the FIAF-PPP-RARS capacity to meet its payment obligations, including, if applicable, insufficiencies derived from variations in the interest rate or exchange rate between the Calculation Date and Payment Date, taxes, expenses and other potential liabilities to be defined ("FIAF-PPP-RARS Reserve Account"), which shall be funded with the Letes in Trust.
  - FIAF-PPP-RARS Contingent Commitment is the supply of funds that the MT shall make to cover potential deficiencies of the Reserve Account.
  - For the purposes of calculation and integration of FIAF-PPP-RARS Contingent Commitment:
    - On August 15<sup>th</sup> of each calendar year ("Calculation Date"), the FIAF-PPP-RARS Trustee shall inform the amount to the MT ("FIAF-PPP-RARS Contingent Commitment Required Amount") corresponding to: (i) liquid and payable obligations of FIAF-PPP-RARS in Argentine Pesos due on the Calculation Date, plus interest and other accrued expenses in relation to said liquid and payable obligations due on march 31<sup>st</sup> of the following calendar year (“Payment Date”); plus (ii) liquid and payable obligations of the FIAF-PPP-RARS in US dollars due on the Calculation Date plus interest and other accrued expenses in relation to said liquid and payable obligations due on the Payment Date;

- Before September [30] of each calendar year, and if the Contingent Commitment FIAF-PPP-RARS Required Amount is greater than zero, the MT will add a budget item for the amount equal to the Contingent Commitment FIAF-PPP-RARS Required Amount on the national budget project for the following calendar year;
  - On every Payment Date, the MT shall make a contribution to FIAF-PPP-RARS for the sum matching the FIAF-PPP-RARS Contingent Commitment Required Amount (or if lower, the amount required to comply with FIAF-PPP-RARS payment obligations to Participating Entities at the Payment Date);
  - Notwithstanding the obligation to include the FIAF-PPP-RARS Contingent Commitment in the budget, the MT may meet its obligation to fund the FIAF-PPP-RARS Contingent Commitment on each Payment Date through: (i) the execution of specific eligible budget items; (ii) a request to the Chief of Cabinet to perform the reallocation of other budget items, the inclusion and/or increase of any other budget item; and/or (iii) any other mechanism required for such purposes.
  - The FIAF-PPP-RARS Trustee may take the measures required to protect the trust funds, including the purchase of foreign exchange hedging instruments.
  - FIAF-PPP-RARS Contingent Commitment shall be a legally valid and payable obligation of the MT from the date of the signature of the FIAF-PPP-RARS agreement, pursuant to the provisions of article 16 of Law No. 27,328, article 15 of Law No. 24,156 and article 59 of Law No. 27,431, which shall be confirmed through decision of the National Treasury's Attorney General Office in process of approval of the FIAF-PPP-RARS Agreement.
- (e) Obtaining Resources by the FIAF-PPP-RARS
- The FIAF-PPP-RARS may purchase term loans ("FIAF-PPP-RARS Loans") from local and international financial institutions, credit multilateral or bilateral agencies, development bodies and/or any other acceptable financial entity (jointly, "Participating Entities"). The FIAF-PPP-RARS may also issue negotiable instruments and obtain resources through any legal instrument allowed in the constituent documents and the applicable law.
  - Operations performed by the FIAF-PPP-RARS may be denominated in US dollars or pesos.
  - FIAF-PPP-RARS Loans shall be granted according to either three predefined models of loan agreements, which shall be part of FIAF-PPP-RARS constituent documents:
    - A model for public or private financial entities granting loans in Pesos, which establishes that such loans shall be subject to the laws of the Republic of Argentina and UNCITRAL arbitration in the City of Buenos Aires;

- A model for public or private financial entities (different from multilateral or bilateral credit agencies and development bodies) granting loans in Dollars, which establishes that such loans shall be subject to the laws of the State of New York and UNCITRAL international arbitration in the City of Buenos Aires; and
  - A model for multilateral or bilateral credit agencies and development bodies granting loans in Dollars, which establishes that such loans shall be subject to the laws of the State of New York and UNCITRAL international arbitration in the City of Buenos Aires.
  - Loans to the FIAF-PPP-RARS shall be disbursed in a single installment t, within five [5] business days from the date the FIAF-PPP-RARS Trustee sets as the end of the first funding round of FIAF-PPP-RARS ("Date of Initial Disbursement").
  - No Participating Entity may limit the use of disbursements of FIAF-PPP-RARS Loans to certain Credit Facilities (except other Credit Facilities) or certain Qualified Borrowers (except other Qualified Borrowers).
  - The FIAF-PPP-RARS may continue obtaining resources after the execution of loan agreements related to the first round of FIAF-PPP-RARS Loans
- (f) Use of Resources by FIAF-PPP-RARS
- FIAF-PPP-RARS shall use the product from FIAF-PPP-RARS Loans and any other resources obtained to grant to each Qualified Borrower. (i) a Working Capital Bridge Loan (see Appendix A), (ii) Line of Credit for Working Capital Revolving Loans (see Appendix B), (iii) a Line of Credit that shall fund the issuance of CTE stand-by letters of credit (see Appendix C) and (iv) carry out any other financial operation in accordance with the applicable law (jointly, "Credit Facilities"). Credit Facilities shall be instrumented pursuant to the predefined models, common to all Qualified Borrowers.
  - Every Qualified Borrower shall be granted (i) a maximum financing amount in Pesos on all disbursement commitments in Pesos of all Participating Entities proportional to the TPI Required Total Amount of that Qualified Borrower over the sum of the TPI Required Total Amount of all the Qualified Borrowers ("Amount in Pesos") and (ii) a maximum financing amount in Dollars on all disbursement commitments in Dollars of all Participating Entities proportional to the percentage of the TPI Required Total Amount of that Qualified Borrower over the TPI Required Total Amount of all Qualified Borrowers ("Amount in Dollars").
  - Until the Financial Closing Date under the relevant PPP Agreement, every Qualified Borrower shall have access only to Working Capital Bridge Loans.
  - They shall have access to Working Capital Revolving Loans and the issuance of CTE stand-by Letters of Credit from the Financial Closing Date.

- The FIAF-PPP-RARS Trustee may use the Available Resources in Pesos to purchase Dollars and vice versa in order to grant any Credit Facility.
  - Drafted in collaboration with credit multilateral agencies, FIAF-PPP-RARS constituent documents shall include the Compliance Rules which (i) shall be complied with by each PPP Contractor in order to gain access to FIAF-PPP-RARS credit facilities (and therefore be considered Qualified Borrower) and (ii) shall be complied with by every Qualified Borrower in order to gain access to Credit Facilities and maintain these in time - this shall require the implementation of a Compliance Protocol to the satisfaction of the Integrity Supervisor (as defined below), as well as the issuance of periodic reports of the enforcement of such protocol. Notwithstanding the obligation to comply with the Compliance Rules, every Qualified Borrower shall comply with the terms of the PPP Agreement and to the control exercised by the competent governmental authorities.
  - The FIAF-PPP-RARS shall be subject to the control of the National Audit Office and the General Accounting Office.
- (g) Cancellation of Loans executed by FIAF-PPP-RARS
- The FIAF-PPP-RARS shall be the sole liable to Participating Entities for the repayment of FIAF-PPP-RARS Loans.
  - The following shall be considered the sources of repayment of FIAF-PPP-RARS Loans: (i) payments made to the FIAF-PPP-RARS Trustee by or on behalf of Qualified Borrowers under any Credit Facility, (ii) the proceeds from enforced guarantees granted to the FIAF-PPP-RARS Trustee by each Qualified Borrower and/or , (iii) the proceeds from enforced Financial Closing Guarantees, Main Works Guarantees and Main Service Guarantees, issued to or on behalf of each Qualified Borrower under the pertinent PPP Agreement whose collection rights have been assigned by DNV to FIAF-PPP-RARS trust (iv) any other resource affected by FIAF-PPP-RARS trustees to FIAF-PPP-RARS (collectively, "Available Resources").
  - Each Participating Entity shall be entitled to claim the payment of the total FIAF-PPP-RARS Contingent Commitment from the MT if the FIAF-PPP-RARS Collateral Agent failed to do so pursuant to the applicable provisions to FIAF-PPP-RARS. Such claim shall be subject to international arbitration administered by UNCITRAL based in the City of Buenos Aires.
  - Repayment of principal and interests and any other charges of any FIAF-PPP-RARS Loans shall be made in the same currency of FF-PPP-RARS Loan and proportionally among all the Participating Entities.
  - Repayment of the principal of every FIAF-PPP-RARS Loan shall be made in three installments with a maturity at 48, 60 and 72 months, respectively, counted as from the Initial Disbursement Date. In case of obtaining resources by FIAF-PPP-RARS after the

Initial Disbursement Date, the repayment of principal of such FIAF-PPP-RARS Loans shall be made in the same payment dates set forth above, regardless of the effective disbursement date.

- Payment of interest of every FIAF-PPP-RARS Loan shall be semi-annual.
- (h) Administration of FIAF-PPP-RARS
- Available resources shall be kept, pending its use, in bank accounts in Pesos or Dollars, as applicable, on behalf of FIAF-PPP-RARS Trustee at the Banco de la Nación Argentina.
  - Available resources may be invested, pending their use, in permitted investments according to the Investments Handbook, which will be part of the FIAF-PPP-RARS documents set.

## Appendix A

### WORKING CAPITAL BRIDGE LOANS

Lender	FIAF-PPP-RARS.
Borrower	Qualified Borrower
Purpose	Each Working Capital Bridge Loan shall finance the construction of Main Works by the Borrower before the Financial Closing Date.
Currency	Dollars and/or Pesos.
Disbursements	Submission of an ARAI to the FIAF-PPP-RARS Trustee, with advancement.
Available Amount	<p>Pursuant to the compliance of the terms of the loan agreement, the Borrower may request a disbursement for the lower amount among the following:</p> <ul style="list-style-type: none"> <li>• for loans in Pesos, (i) the amount in Pesos for the Borrower, and (ii) [__]% of the ARAI amount submitted by the Borrower to FIAF-PPP-RARS Trustee regarding such disbursement ("Available Amount in Pesos"); and</li> <li>• for loans in Dollars, (i) the amount in Dollars for the Borrower, and (ii) [__]% of the ARAI amount submitted by the Borrower to FIAF-PPP-RARS Trustee regarding such disbursement ("Available Amount in Dollars"); and</li> </ul> <p>With the understanding that, for each disbursement, the sum of the Available Amount in Pesos and the Available Amount in Dollars in no event may be higher than [__]% of the ARAI amount submitted by the Borrower to FIAF-PPP-RARS Trustee regarding such disbursement.</p>
Interest Rate	To be set according to the average of the interest rate paid to Participant Entities in relation to FIAF-PPP-RARS Loans in Pesos (for disbursement in Pesos) or Dollars (for disbursement in Dollars), as applicable.
Fees	To be set according to the average of the fees collected by Participant Entities in relation to FIAF-PPP-RARS Loans in Pesos (for disbursement in Pesos) or Dollars (for disbursement in Dollars), as applicable.
Payment Date of the Principal	The earliest date ("Principal Payment Date") between (i) the Financial Closing Date, (ii) the maturity date of the maximum term to reach the Financial Closing Date under the pertinent PPP Agreement and (iii) the date of anticipated maturity of the loan.
Payment Date of	Every [April 15 and September 15] / [June 15 and December 15], and



Interests	Principal Payment Date.
Voluntary Pre-payment	Allowed.
Mandatory Pre-payment	According to common market practices.
Borrower statements	<p>According to common market practices, including:</p> <ul style="list-style-type: none"> <li>• validity of the financial documentation and guarantees granted by the Borrower and direct or indirect shareholders;</li> <li>• absence of non-compliance with the applicable law;</li> <li>• absence of non-compliance with the relevant PPP Agreement;</li> <li>• environmental and social statements; and</li> <li>• Compliance reports.</li> </ul>
Borrower obligations	<p>According to common market practices, including:</p> <ul style="list-style-type: none"> <li>• Compliance with applicable law;</li> <li>• Compliance with the pertinent PPP Agreement and</li> <li>• Compliance with guidelines and regulations related to integrity</li> </ul>
Breach events	<p>According to common market practices,, including:</p> <ul style="list-style-type: none"> <li>• anticipated termination of PPP Agreement;</li> <li>• false statements and guarantees of the Borrower;</li> <li>• insolvency of the Borrower or Strategic Partner of the Borrower; and</li> <li>• Failure to comply with compliance guidelines and regulations</li> </ul>
Guarantees	<p>The following guarantees shall be granted to FIAF-PPP-RARS Trustee by the Borrower and direct or indirect shareholders, as applicable:</p> <ul style="list-style-type: none"> <li>• Assignment as collateral of all credit rights of the Borrower under the pertinent PPP Agreement, including the right to receive the Payment for Non-amortized Investment, evidenced totally or partially on ARAIs;</li> <li>• Assignment as collateral or pledge of all TPI issued under the pertinent PPP Agreement, provided that any ARAI related to that</li> </ul>

	<p>TPI has been submitted to FIAF-PPP-RARS Trustee to require a disbursement;</p> <ul style="list-style-type: none"> <li>• Corporate guarantees granted jointly and severally by the Strategic Partner of the Borrower and other direct or indirect shareholders of the Borrower indicated in Annex D; and</li> <li>• Pledge of Borrower shares to be granted by all or part of the direct Borrower’s shareholders.</li> </ul> <p>Guarantees shall be given pursuant to predefined models, which shall be a part of FIAF-PPP-RARS constituent documents.</p>
Applicable law	Argentina
Jurisdiction	<p>Commercial National Court based in the City of Buenos Aires.</p> <p>The submission of a controversy by the Qualified Borrower shall prevent the foreign shareholder with majority ownership and the Qualified Borrower, if applicable, from making a claim under an investment bilateral treaty for the same facts or measures. In order to be able to submit a controversy before local courts in the Republic of Argentina, the Qualified Borrower shall provide the following, for validity purposes: (i) the resignation of controlling or majority foreign shareholders to submit controversies under an investment bilateral treaty related to facts and decisions in question; and/or (ii) an indemnity commitment of the Qualified Borrower for claims of minor foreign shareholders under an investment bilateral treaty related to the facts and decisions in question.</p>

## Appendix B

### WORKING CAPITAL REVOLVING LOANS

Lender	FIAF-PPP-RARS.
Borrower	Qualified Borrower. <sup>2</sup>
Purpose	Each Working Capital Revolving Loan shall be aimed at financing the construction of Main Works by the Qualified Borrower after the Financial Closing Date provided that the Qualified Borrower has reached (or has certified the Executive Committee that it shall simultaneously reach with the execution of the loan agreement instrumenting the Working Capital Revolving Loan) the Financial Closing, whether in whole or in part, through actual availability (whether by deposit in a trust, special account or any other similar procedure) of the funds committed for the purchase of TPI upon their issuance or through firm commitment by Acceptable Financial Entities to purchase TPI upon issuance thereof.
Currency	Dollars and/or Pesos.
Disbursements	Monthly, with the submission of an ARAI to the FIAF-PPP-RARS Trustee.
Available Amount	<p>Pursuant to the compliance of the terms of the loan agreement, the Borrower may request a disbursement for the lower amount among the following:</p> <ul style="list-style-type: none"> <li>• For loans in Pesos, (i) the amount equal to the difference, in case of a positive number, between (A) and the Amount in Pesos for the Borrower and (B) the amount of ECA Guarantees at First Demand in Pesos issued upon request of the Borrower and (ii) [__]% of the ARAI amount submitted by the Borrower to FIAF-PPP-RARS Trustee regarding such disbursement to be calculated in relation to the purchase price agreed upon with the TPI related to that ARAI ("Available Amount in Pesos"); and</li> <li>• For loans in Dollars, (i) the amount equal to the difference, in case of a positive number, between (A) and the Amount in Dollars for the Borrower and (B) the amount of ECA Guarantees at First Demand in Dollars issued upon request of the Borrower and (ii) [__]% of the ARAI amount submitted by the Borrower to FIAF-PPP-RARS Trustee regarding such disbursement to be calculated in relation to the purchase price agreed upon with the TPI related to that ARAI</li> </ul>

<sup>2</sup> The possibility of granting Working Capital Revolving Loans in favor of special purpose vehicles designated by a Qualified Borrower participating in the corporate structure designed to achieve the Financial Closing will be analyzed.

	<p>("Available Amount in Dollars");</p> <p>With the understanding that, for each disbursement, the sum of the Available Amount in Pesos and the Available Amount in Dollars in no event may be higher than [__]% of the ARAI amount submitted by the Borrower to FIAF-PPP-RARS Trustee regarding such disbursement to be calculated in relation to the purchase price agreed upon with the TPI related to that ARAI.</p>
Interest Rate	To be set according to the average of the interest rate paid to Participant Entities in relation to FIAF-PPP-RARS Loans in Pesos (for disbursement in Pesos) or Dollars (for disbursement in Dollars), as applicable.
Fees	To be set according to the average of the fees collected by Participant Entities in relation to FIAF-PPP-RARS Loans in Pesos (for disbursement in Pesos) or Dollars (for disbursement in Dollars), as applicable.
Payment Date of the Principal	The earliest date ("Payment Date of Principal Payment") between (i) [5] years from the execution of the pertinent loan agreement and (ii) the date of anticipated maturity date of the loan, whichever occurs first.
Payment Date of Interests	Quarterly, from every disbursement, and the Date of Principal Payment.
Voluntary Pre-payment	Allowed.
Mandatory Pre-payment	According to common market practices, including pre-payment of the amount received by the Borrower (or on its behalf) for purchase price of any TPI provided that the ARAI has been submitted to FIAF-PPP-RARS Trust to require a disbursement related to such TPI.
Borrower Statements	<p>According to common market practices, including:</p> <ul style="list-style-type: none"> <li>• validity of the financial documentation and guarantees granted by the Borrower and direct or indirect shareholders;</li> <li>• absence of non-compliance with applicable law;</li> <li>• absence of non-compliance with the relevant PPP Agreement;</li> <li>• environmental and social statements; and</li> <li>• Compliance reports.</li> </ul>
Borrower obligations	<p>According to common market practices, including:</p> <ul style="list-style-type: none"> <li>• Compliance with the applicable law;</li> </ul>

	<ul style="list-style-type: none"> <li>• Compliance with the pertinent PPP Agreement and</li> <li>• Compliance with guidelines and regulations related to integrity</li> </ul>
Breach events	<p>According to common market practices, including:</p> <ul style="list-style-type: none"> <li>• anticipated termination of PPP Agreement;</li> <li>• false statements and guarantees of the Borrower;</li> <li>• insolvency of the Borrower or Strategic Partner of the Borrower; and</li> <li>• Failure to comply with Compliance guidelines and regulations</li> </ul>
Guarantees	<p>The following guarantees shall be granted to FIAF-PPP-RARS Trustee by the Borrower and direct or indirect shareholders, as applicable:</p> <ul style="list-style-type: none"> <li>• Assignment as collateral of all credit rights of the Borrower under the pertinent PPP Agreement, including the right to receive the Payment for Non-amortized Investment, evidenced totally or partially by ARAIs;</li> <li>• Assignment as collateral or pledge of all TPI issued under the pertinent PPP Agreement, provided that any ARAI related to that TPI has been submitted to FIAF-PPP-RARS Trustee to require a disbursement, in the understanding that the guarantee granted for any TPI shall be simultaneously cleared with the purchase of that TPI for any third party and payment of the pertinent purchase price of that TPI;</li> <li>• Corporate guarantee granted jointly and severally by the Strategic Partner of the Borrower and other direct or indirect shareholders of the Borrower indicated in Annex D; and</li> <li>• Pledge of Borrower shares to be granted by all or part of the direct Borrower’s shareholders.</li> </ul> <p>Guarantees shall be given pursuant to predefined models, which shall be a part of FIAF-PPP-RARS constituent documents.</p>
Applicable law	Argentina
Jurisdiction	<p>Commercial National Court based in the City of Buenos Aires.</p> <p>The submission of a controversy by the Qualified Borrower shall prevent the foreign shareholder with majority ownership and the Qualified Borrower from making a claim under an investment bilateral treaty for the same facts or measures. In order to be able to submit a controversy before local courts in the Republic of Argentina, the Qualified Borrower shall file the following, for</p>

	validity purposes: (i) the resignation of all controlling or majority foreign shareholders to submit controversies under an investment bilateral treaty related to facts and decisions in question; and/or (ii) an indemnity commitment of the Qualified Borrower for claims of minor foreign shareholders under an investment bilateral treaty related to the facts and decisions in question.
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Appendix C

CTE STAND-BY LETTERS OF CREDIT

Issuer	FIAF-PPP-RARS.
Applicant	Qualified Borrower.
Beneficiary	Legal person appointed by the Requesting Party.
Purpose	Every CTE stand-by letter of credit shall be aimed at guaranteeing (whether directly or through the issuance of a counter-guarantee in favor of a financial entity that has issued a guarantee at first demand, letter of credit or similar instrument with the same purpose) the payment of financial costs and other related charges incurred under the Financing Documents upon the occurrence of a total or partial termination event of the TPI purchase commitment provided that the Requesting Party has reached (or has certified that it shall simultaneously reach with the issuance of a CTE stand-by letter of credit) the Financing Closing, whether total or partial, through the actual availability (whether by deposit in a trust, special account or any other similar procedure) of funds committed for the purchase of TPIs upon their issuance or through firm commitment by Acceptable Financial Entities to purchase TPIs upon issuance thereof.
Currency	Dollars and/or Pesos.
Available Amount	<p>Subject to the compliance of the terms of the guarantee issuance agreement, the Requesting Party may request the issuance of one or more CTE stand-by letter of credit for an amount not exceeding:</p> <ul style="list-style-type: none"> <li>• for guarantees in Pesos, the difference, in case of a positive number, between (i) the Amount in Pesos for the Requesting Party and (ii) the amount of Work Capital Revolving Loans in Pesos granted to the Requesting Party or in regard to which the Requesting Party has received a firm commitment to grant (“Available Amount in Pesos”), and</li> <li>• For guarantees in Dollars, the difference, in case of a positive number, between (i) the Amount in Dollars for the Requesting Party and (ii) the amount of Work Capital Revolving Loans in Dollars granted to the Requesting Party or in regard to which the Requesting Party has received a firm commitment to grant (“Available Amount in Dollars”).</li> </ul> <p>Each Requesting Party may request the issuance of more than one CTE stand-by letter of credit whenever the total amount of all CTE stand-by</p>

	<p>letters of credit issued upon demand and effective do not exceed the Available Amount in Pesos or the Available Amount in Dollars, as applicable to the currency of issuance of each CTE stand-by letter of credit that has been requested.</p> <p>The CTE stand-by letter of credit shall be reduced automatically to the same extent as the amount of guaranteed obligations is reduced, as notified by the Beneficiary to the Issuer.</p> <p>Partial execution of each CTE stand-by letter of credit shall be allowed by the Beneficiary.</p>
Fees	To be set according to the average of the fees collected by Participant Entities regarding FIAF-PPP-RARS Loans in Pesos (for guarantees in Pesos) or Dollars (for guarantees in Dollars), as applicable.
Term	Up to [__] months from issuance.
Obligation to Reimburse	In case of execution of any CTE stand-by letter of credit by the Beneficiary, the Requesting Party shall undertake to reimburse the Issuer the Amount Disbursed by the Issuer, as well as other applicable charges.
Voluntary Cancellation	Allowed.
Statements of the Requesting Party	<p>According to common market practices, including:</p> <ul style="list-style-type: none"> <li>• validity of the financial documentation and guarantees granted by the Requesting Party and direct or indirect shareholders;</li> <li>• absence of non-compliance with the applicable law;</li> <li>• absence of non-compliance with the relevant PPP Agreement;</li> <li>• environmental and social statements; and</li> <li>• Compliance reports.</li> </ul>
Obligations of the Requesting Party	<p>According to common market practices, including:</p> <ul style="list-style-type: none"> <li>• Compliance with the applicable law;</li> <li>• Compliance with the pertinent PPP Agreement and</li> <li>• Compliance with Integrity Regulations.</li> </ul>
Commitment Termination Events	According to common market practices, including:



	<ul style="list-style-type: none"> <li>• anticipated termination of PPP Agreement;</li> <li>• false statements and guarantees of the Requesting Party;</li> <li>• insolvency of the Requesting Party or Strategic Partner of the Requesting Party; and</li> <li>• Failure to comply with compliance guidelines and regulations.</li> </ul>
Effects of CTE	<p>Upon the occurrence of a termination event, the FIAF-PPP-RARS Trustee shall (i) inform the Beneficiary, with copy to the Requesting Party, the occurrence of such event and (ii) shall irrevocably offer to pay the Beneficiary, within a [30]-day term of such notice (“Payment Date”), the amount of liquid and payable guaranteed obligations pending at the Payment Date up to the available amount of guarantee, as informed by the Beneficiary to the Issuer with an anticipation no lower than five business days before the Payment Date.</p>
Guarantee	<p>The following guarantees shall be granted to FIAF-PPP-RARS Trustee by the Requesting Party and direct or indirect shareholders, as applicable:</p> <ul style="list-style-type: none"> <li>• corporate guarantee granted jointly and severally by the Strategic Partner of the Requesting Party and other direct or indirect shareholders of the Requesting Party indicated in Annex D; and</li> <li>• Pledge of Requesting Party shares to be granted by the direct shareholders of the Requesting Party.</li> </ul> <p>Guarantees shall be given pursuant to predefined models, which shall be a part of FIAF-PPP-RARS documents.</p>
Applicable law	Argentina
Jurisdiction	<p>Commercial National Court based in the City of Buenos Aires.</p> <p>The submission of a controversy by the Qualified Borrower shall prevent the foreign shareholder with majority ownership and the Qualified Borrower from making a claim under an investment bilateral treaty for the same facts or measures. In order to be able to submit a controversy before local courts in the Republic of Argentina, the Qualified Borrower shall file the following, for validity purposes: (i) the resignation of all controlling or majority foreign shareholders to submit controversies under an investment bilateral treaty related to facts and decisions in question; and/or (ii) an indemnity commitment of the Qualified Borrower for claims of minor foreign shareholders under an investment bilateral treaty related to the facts and decisions in question..</p>

Appendix D

CORPORATE GUARANTEES

<u>Qualified Borrower</u>	<u>Corporate Guarantee Grantors</u>
PPP Contractor - Project A	<input type="checkbox"/> (Strategic Partner) <input type="checkbox"/> <input type="checkbox"/>
PPP Contractor - Project B	<input type="checkbox"/> (Strategic Partner) <input type="checkbox"/>
PPP Contractor - Project C	<input type="checkbox"/> (Strategic Partner)
PPP Contractor - Project E	<input type="checkbox"/> (Strategic Partner) <input type="checkbox"/> <input type="checkbox"/>
PPP Contractor - Project F	<input type="checkbox"/> (Strategic Partner) <input type="checkbox"/> <input type="checkbox"/>
PPP Contractor - South Project	<input type="checkbox"/> (Strategic Partner) <input type="checkbox"/> <input type="checkbox"/>