

September 18, 2017

Mr. Luis Caputo  
Minister  
Ministry of Treasury and Public Finance  
Hipólito Yrigoyen 250  
Buenos Aires, Argentina

Mr. Juan José Aranguren  
Minister  
Ministry of Energy and Mining  
Hipólito Yrigoyen 250  
Buenos Aires, Argentina

Dear His Excellences;

**Subject: Support to Argentina Renewable Energy Program – RenovAr Round 2**

We refer to your request for the International Bank for Reconstruction and Development ("IBRD" or the "World Bank"), a member of the World Bank Group, to support Round 2 of Argentina's program for development of renewable energy (RenovAr Program) with the provision of a new IBRD Guarantee. This Guarantee is proposed to be in favor of Argentina's Renewable Energy Fund ("FODER") to help mobilize financing for the proposed renewable energy projects under Round 2 of the RenovAr Program. The World Bank Group has been working actively with the Government of Argentina in the design of the RenovAr Program, and the World Bank intends to support FODER through a new IBRD Guarantee for a total amount of up to US\$250 million for the RenovAr Round 2 auction under the rules of the Request for Proposal ("Pliego") published on August 16<sup>th</sup>, 2017.

We are providing the indicative terms and conditions of IBRD support in the attached Term Sheet.<sup>1</sup> The World Bank's decision to provide an IBRD Guarantee is contingent upon: (i) due diligence to ensure that the proposed operation, including FODER and the project documentation, meets the guidelines set in World Bank's OP 10.00<sup>2</sup>; and (ii) final approval by the World Bank's Management and Board of Directors.

The World Bank reiterates its full support to this program, and remains available to discuss any queries the prospective bidders may have on any of the above. Bidders may submit

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<sup>1</sup> IBRD has only prepared the attached English version of the indicative terms and conditions, and this English version is the only version that IBRD will use in any discussion.

<sup>2</sup> <http://www.worldbank.org/en/projects-operations/products-and-services#IPF>

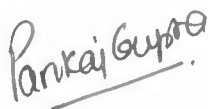
any queries and comments on the proposed indicative terms and conditions of the Guarantee until October 3, 2017, to the email address provided by CAMMESA as per the Pliego and, at the same time, to both email addresses indicated below. If necessary, the World Bank will issue a revised Term Sheet by October 6, 2017 for further publication by CAMMESA.

In addition, World Bank representatives will also be available for discussion during the upcoming Argentinian Renewable Energy Congress (AIREC) in Buenos Aires where they will present the IBRD Guarantee on Wednesday October 3, 2017. They can also be reached directly for further questions:

- (a) on Project Finance and Guarantee related matters,  
Arnaud Braud, Senior Infrastructure Finance Specialist, [abraud@worldbank.org](mailto:abraud@worldbank.org)
- (b) on Argentina's energy sector related matters,  
Lucia Spinelli, Senior Energy Specialist, [lsinelli@worldbank.org](mailto:lsinelli@worldbank.org)

Sincerely,

**Pankaj Gupta**



Practice Manager  
Guarantees  
(Financial Solutions)  
Global Themes Vice Presidency  
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*for* **Antonio Barbalho**



Practice Manager  
Energy Sector (Latin America and the  
Caribbean)  
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World Bank

## IBRD Indicative Term Sheet

### ARGENTINA: FODER Renewable Energy Fund – RenovAr Round 2

*The World Bank intends to support FODER through a guarantee from the International Bank for Reconstruction and Development (“IBRD”) of up to<sup>1</sup> US\$ 250 million in support of renewable energy projects under the RenovAr Round 2 auction. This summary of indicative terms and conditions of the proposed guarantee by the IBRD is for discussion purposes only and does not constitute an offer to provide a guarantee. The provision of the guarantee is subject, inter alia, to satisfactory appraisal of the project by the IBRD, compliance with all applicable policies of the World Bank, review and acceptance of the structure and project/transaction documentation by the IBRD, and approval by the management and Executive Directors of the IBRD in their sole discretion.*

<b>Parties and Agreements</b>	
<b>Argentina:</b>	Republic of Argentina represented by the Ministerio de Finanzas (“ <b>MoF</b> ”) and the Ministerio de Energía y Minería (“ <b>MEM</b> ”).
<b>Electricity Off-taker:</b>	Compañía Administradora del Mercado Mayorista Eléctrico S.A. (“ <b>CAMMESA</b> ”).
<b>FODER:</b>	“Fondo para el Desarrollo de Energías Renovables” (“ <b>FODER</b> ”) a trust fund created by law 27.191 of September 23, 2015, and established by the FODER Trust Agreement.
<b>Project Companies:</b>	Eligible companies having been selected by the MEM to supply energy from renewable sources to CAMMESA through the RenovAr Round 2 competitive auction and with the right to sign and/or having signed a Power Purchase Agreement (“ <b>PPA</b> ”), and a FODER Trust Adhesion Agreement (each a “ <b>Project Company</b> ”, and collectively the “ <b>Project Companies</b> ”). Eligibility criteria for such eligible companies are defined in the RenovAr Pliego de Bases y Condiciones (“ <b>Request for Proposals</b> ”) issued by MEM for Round 2, the Guarantee Agreement and/or Operations Manual, and in the FODER Trust Adhesion Agreements and include:  a) Being a private entity <sup>2</sup> ;

<sup>1</sup> Final amount to be determined based on the aggregate amount of IBRD guarantee coverage requested by all winning bidders.

<sup>2</sup> For IBRD guarantee purposes, a “private entity” is one that is wholly or predominantly privately owned or that is publicly owned but is an autonomous entity established and operating under commercial law for the purpose of pursuing profit.

	<p>b) Having the ability to manage environmental and social aspects of the project compliant with World Bank Performance Standards. Projects with potentially significant adverse social and/or environmental impacts that are sensitive, irreversible, diverse, or unprecedented (World Bank’s Category A) are not eligible to benefit from IBRD guarantee cover;</p> <p>c) Neither it, nor its affiliates or direct or indirect shareholders, nor any Person acting on its behalf, being debarred by the World Bank for a Sanctionable Practice<sup>3</sup> in accordance with World Bank Sanctions Procedures; and</p> <p>d) Meeting industry standards for technical and economic viability, financial management and procurement.</p>
<b>Guarantor:</b>	International Bank for Reconstruction and Development (“ <b>IBRD</b> ”).
<b>PPA:</b>	The Power Purchase Agreement (“ <i>Contrato de Abastecimiento de Energia Electrica Renovable</i> ”) signed or to be signed between CAMMESA and each Project Company pursuant to which, among other things, CAMMESA agrees to purchase from the Project Company power from its renewable energy power plant.
<b>FODER Trust Adhesion Agreement:</b>	<p>The Acuerdo de Adhesión e Incorporación al Fideicomiso <i>FODER</i> among the FODER Trustee, the MEM as settlor of FODER and as implementing agency (Autoridad de Aplicación) and a Project Company whereby, among other things, the Project Company has the right (the “<b>Put Option</b>”) in certain events to require that the FODER Trustee purchase the assets of its renewable energy power plant for the Put Price.</p> <p>The events triggering the Put Option shall be specifically included in the RenovAr Request for Proposals and in the FODER Trust Adhesion Agreement. The Put Option can only be exercised by the Project Companies at or after financial close (Cierre Financiero), as defined under the PPA (“<b>Financial Close</b>”).</p>
<b>FODER Trust Agreement:</b>	Contrato de Fideicomiso (“ <b>FODER Trust Agreement</b> ”) between the MEM as trust settlor (Fiduciante) and as implementing agency (Autoridad de Aplicación), and Banco de

<sup>3</sup> "Sanctionable Practices" include corrupt, fraudulent, collusive, coercive, or obstructive practices, as defined in IBRD’s Anti-Corruption Guidelines.

	Inversión y Comercio Exterior S.A. as trustee (Fiduciario) (“ <b>BICE</b> ” or the “ <b>FODER Trustee</b> ”).
<b>Indicative IBRD Guarantee Terms and Conditions</b>	
<b>Beneficiary:</b>	BICE, acting as trustee of FODER.
<b>Guaranteed Event:</b>	<p>With respect to each Project Company that has entered into an Acknowledgment and Consent (as defined below) during the Guarantee Availability Period (as defined below), the occurrence of all of the following:</p> <ul style="list-style-type: none"><li>a) the exercise by such Project Company of its Put Option; and</li><li>b) a breach by MEM of its obligation, contemplated in Section [8.1(c)] of the respective FODER Trust Adhesion Agreement, to provide funds to the FODER Trustee to pay the Put Price; and</li><li>c) a breach by MoF of its obligation to pay the <i>Letras del Tesoro en Garantia</i> as contemplated in Decreto 882/2016 and Section [8.1(d)] of the respective FODER Trust Adhesion Agreement; and</li><li>d) as a result of such breach by MoF, a breach by FODER Trustee to pay to the Project Company all or any portion of the Put Price.</li></ul>
<b>Maximum Guaranteed Amount:</b>	<p>US\$250 million.</p> <p>In no instance, will IBRD have any liability to backstop an otherwise Eligible Payment if the aggregate of all sums paid by IBRD under the Guarantee would exceed this cap. The cap will be included in the IBRD Guarantee Agreement.</p> <p>The Maximum Guaranteed Amount may be permanently reduced upon written request to IBRD from the FODER Trustee and if the Project Company had already signed the PPA and the Trust Adhesion Agreement such request shall be countersigned by a Project Company/Project Companies in an amount not to exceed the amount of the Guarantee nominally allocated to such Project Company/ Companies. Such request (i) will permanently reduce the Maximum Guaranteed Amount in increments of \$1,000,000 only, (ii) may not be delivered more often than once every 12 months, (iii) will not carry any additional fee, charge or penalty for FODER, and (iv) will not require that IBRD reimburse any Guarantee Fees received that may relate to the reduced amount.</p>

	The Maximum Guaranteed Amount will also be permanently reduced, in an amount equivalent to the amount of guarantee nominally allocated to the relevant Project Company, upon written notice from IBRD to the FODER Trustee of a cancellation of the IBRD Guarantee at a Project Company level following the occurrence of certain acts attributable to a Project Company (see <i>IBRD Guarantee Exclusion, Limitation, Partial Cancellation, Withholding and Termination Events</i> below).
<b>Committed Guaranteed Amount:</b>	The portion of the Maximum Guaranteed Amount that, on a quarterly basis, the FODER Trustee indicates to IBRD that is committed or shall become committed as a result of Project Companies having already reached, or being expected by the FODER Trustee during the following quarter to reach Financial Close.
<b>Uncommitted Guaranteed Amount:</b>	The Maximum Guaranteed Amount minus the Committed Guaranteed Amount. IBRD shall have no obligation to make any payment with respect to any Uncommitted Guaranteed Amount.
<b>Guarantee Effectiveness Date:</b>	Date on which all the conditions precedent to the effectiveness of the IBRD Guarantee have been met or waived.
<b>Guarantee Availability Period:</b>	Period during which the Committed Guaranteed Amount can be increased, starting on the Guarantee Effectiveness Date and ending on the third (3 <sup>rd</sup> ) anniversary of the Guarantee Effectiveness Date.
<b>Guarantee Expiry Date:</b>	The earlier of (i) 20 years from the Guarantee Effectiveness Date, or (ii) Argentina reaching investment grade ( <i>Grado de Inversión</i> ) as defined in Annex 7 of the Request for Proposals.
<b>Project Company Guarantee Expiry Date:</b>	For each Project Company, the Project Company Guarantee Expiry Date is the earliest to occur of (a) the Guarantee Expiry Date and (b) the last day of the period of IBRD guarantee coverage (in years) indicated in the respective FODER Trust Adhesion Agreement, which period begins on the first day of the first quarter with respect to which the applicable quarterly IBRD Guarantee Fee has been paid to IBRD for the respective Project Company. Project Company Guarantee Expiry Dates may not be extended. For the avoidance of doubt, the Guaranteed Event has to occur before the Project Company Guarantee Expiry Date.
<b>Eligible Payments:</b>	With respect to each Project Company, the Put Price due and payable by the FODER Trustee to the Project Company pursuant to a FODER Trust Adhesion Agreement to the extent not paid and up to the Eligible IBRD Claim Amount.

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<b>Put Price:</b>	With respect to each Project Company, the price defined in the respective FODER Trust Adhesion Agreement as the <i>Precio de Venta del Proyecto</i> .
<b>Eligible IBRD Claim Amount:</b>	With respect to each Project Company, the lower of (i) the amount requested by the Project Company in its offer and granted after the award as set forth in the respective FODER Adhesion Agreement which cannot be more than US\$500,000 per MW; or (ii) the Put Price due and payable by the FODER Trustee.
<b>Claim under the IBRD Guarantee:</b>	<p>If there is a dispute between the FODER Trustee, MoF, or MEM and the Project Company as to the FODER Trustee's obligation to pay the Put Price or as to the amount of such Put Price, the IBRD Guarantee would be callable only in respect of amounts that the FODER Trustee is obligated to pay, and fails to pay. For the avoidance of doubt, IBRD will pay only up to the FODER Trustee's liability that has been determined, whether through settlement agreement between the parties, expert determination, or arbitral award, so long as such determination is final and binding (i.e., an arbitral award is not necessarily required).</p> <p>Upon the occurrence of a Guaranteed Event, the FODER Trustee may submit, with copy to the respective Project Company, a demand notice to IBRD under the IBRD Guarantee Agreement for any outstanding Eligible IBRD Claim Amount. If the FODER Trustee does not submit such demand notice to IBRD within the term contemplated in [Section 9.2(b)] of the FODER Trust Adhesion Agreement, the Project Company may submit a demand notice to IBRD under the IBRD Guarantee Agreement for any outstanding Eligible IBRD Claim Amount. If requested by the Project Company or by the FODER Trustee, IBRD will pay in US\$ to the local and/or off-shore account designated by the Project Company.</p>
<b>Conditions precedent to the Effectiveness of the IBRD Guarantee:</b>	<p>Usual and customary conditions for guarantees of this type, including but not limited to the following:</p> <ul style="list-style-type: none"><li>a) Duly executed originals of the Indemnity Agreement, relevant FODER Trust Adhesion Agreements, relevant PPAs, and <i>Letras del Tesoro en Garantia</i> (or documentary evidence of the issuance thereof) acceptable to IBRD;</li><li>b) Provision of satisfactory legal opinions;</li><li>c) Payment in full of outstanding fees and expenses of IBRD's external counsel;</li></ul>

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	<p>d) Payment in full of the:</p> <ul style="list-style-type: none"><li>i. Front-End Fee and of the first installment of the Guarantee Fee and Standby Fee as applicable (if invoiced by IBRD to the FODER Trustee); and</li><li>ii. Initiation Fee and Processing Fee (if invoiced by IBRD to the FODER Trustee);</li></ul> <p>e) Delivery of the Operations Manual in form and substance satisfactory to IBRD;</p> <p>f) Evidence satisfactory to IBRD of the adequate capitalization of the <i>Cuenta de Garantía por Pago de Energía</i> of the FODER and adequate structuring of the FODER accounts; and</p> <p>g) Argentina being in full compliance with its obligations to the World Bank in connection with the IBRD guarantee for RenovAr rounds 1 and 1.5.</p>
<p><b>IBRD Guarantee Exclusion, Limitation, Partial Cancellation, Withholding and Termination Events:</b></p>	<p>Standard exclusion, limitation, partial cancellation, withholding and termination events for transactions of this nature, including:</p> <p>Limitation events (for acts attributable to a Project Company):<sup>4</sup></p> <ul style="list-style-type: none"><li>a) a Sanctionable Practice engaged in by a Project Company, its affiliates or direct or indirect shareholders, or any Person acting on its behalf;</li><li>b) breach by a Project Company of (x) its obligations under its Acknowledgment and Consent with respect to the World Bank Performance Standards or (y) any other material obligation under its Acknowledgment and Consent, in each case that remains uncured after the expiration of any applicable cure period.</li></ul> <p>Partial cancellation events (for acts attributable to a Project Company):<sup>5</sup></p> <ul style="list-style-type: none"><li>a) a determination by IBRD that substantial evidence exists of a Sanctionable Practice engaged in by a Project Company, its affiliates or direct or indirect shareholders, or any Person acting on its behalf;</li></ul>

<sup>4</sup> Limitation events for acts attributable to a Project Company: Coverage under the IBRD Guarantee with respect to the relevant Project Company will be suspended upon notice by IBRD to the FODER Trustee with a copy to the relevant Project Company, and until IBRD issues a revocation notice.

<sup>5</sup> Upon partial cancellation for acts attributable to a Project Company, coverage under the IBRD Guarantee with respect to the relevant Project Company will terminate, IBRD will have no further liability with respect to claims by the relevant Project Company, and the Maximum Guaranteed Amount will be reduced accordingly.



	<ul style="list-style-type: none"><li>b) a limitation event attributable to a Project Company under clause (b)(x) above, subject to an extended cure period;</li><li>c) a limitation event attributable to a Project Company under clause (b)(y) above;</li><li>d) the Trustee notifies IBRD that a Project Company has failed to pay its portion of the guarantee fees pursuant to Section [9.3] of the FODER Trust Adhesion Agreement after the expiry of the applicable cure period.</li></ul> <p>Limitation events (for acts attributable to FODER Trustee/Argentina)<sup>6</sup>:</p> <ul style="list-style-type: none"><li>a) Material breach by FODER Trustee of its obligations under the Guarantee Agreement or by MEM or MoF under the Indemnity Agreement that is not cured within any applicable cure period.</li></ul> <p>Withholding events (for acts attributable to FODER Trustee)<sup>7</sup>:</p> <ul style="list-style-type: none"><li>a) Substantial evidence exists, as determined by IBRD, of a Sanctionable Practice engaged in by the Trustee (withholding will cease upon acceptable substitution of the Trustee);</li><li>b) assignment of any of FODER Trustee's rights or obligations under the Guarantee Agreement, a relevant FODER Trust Adhesion Agreement or an arbitral award relating to an Eligible IBRD Claim Amount, other than certain permitted assignments;</li><li>c) breach by FODER Trustee of any obligations under the Guarantee Agreement that has not been remedied to IBRD's satisfaction within the applicable cure period;</li></ul> <p>Termination events (for acts attributable to FODER Trustee)<sup>8</sup>:</p> <ul style="list-style-type: none"><li>a) Nonpayment of any installment of the relevant Guarantee Fee, Standby Fee, or Up-front Fee. Note: See "Fee Payment Agent" below.</li></ul>
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<sup>6</sup> Limitation events for acts attributable to FODER Trustee/ Argentina: Trust Adhesion Agreements entered into by FODER after notice of limitation event will not benefit from IBRD guarantee coverage. Limitation does not affect IBRD coverage for existing Trust Adhesion Agreements.

<sup>7</sup> Withholding events for acts attributable to FODER Trustee: IBRD may withhold amounts otherwise due and payable to FODER. Withholding for an extended period of time will entitle Project Company to request that withheld amounts be paid directly to it.

<sup>8</sup> Termination events (for acts attributable to FODER Trustee): upon termination, World Bank will have no further liability under the Guarantee Agreement.

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<b>IBRD Guarantee Related Agreements</b>	
<b>IBRD Guarantee Agreement:</b>	Agreement signed between IBRD and BICE, as trustee of FODER.
<b>Governing law:</b>	New York Law.
<b>Dispute Resolution:</b>	Arbitration in Washington DC according to UNCITRAL Arbitration Rules.
<b>Indemnity Agreement:</b>	<p>Agreement signed between IBRD and Argentina (acting through MoF and MEM).</p> <p>Argentina (acting through MoF) commits to reimburse and indemnify IBRD on demand, or as IBRD may otherwise direct, for all payments under the Guarantee.</p> <p>Argentina (acting through MEM) commits to, among other things:</p> <ul style="list-style-type: none"><li>a) (i) Comply with a framework agreed with IBRD to screen, evaluate and supervise the sub-projects, including an Operations Manual and an Environmental and Social Management Framework (which includes the environmental and social management procedures to be implemented by MEM and the individual sub-projects covered by the guarantee. Project Companies will be in charge of such sub-projects' design, construction, installation, and operation &amp; maintenance, including the environmental and social assessments, assurance of legal compliance, and risk management); and (ii) ensure CAMMESA complies with all its obligations under the PPAs (and any other transaction document);</li><li>b) Cause CAMMESA to obtain IBRD's consent prior to agreeing to any change to a PPA and any other relevant transaction document which would materially affect the rights or obligations of IBRD under the IBRD Guarantee Agreement or any other transaction document;</li><li>c) Provide certain notices to IBRD; and</li><li>d) Cooperate with IBRD and furnish to IBRD, or ensure other public entities provide, all such information related to such matters as IBRD shall reasonably request; and promptly inform IBRD of any condition which interferes with, or threatens to interfere with, such matters.</li></ul> <p>If Argentina breaches any of its obligations under the Indemnity Agreement, IBRD may suspend or cancel, in whole or in part,</p>

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	<p>the rights of Argentina to make withdrawals under any other loan agreement with IBRD, or any IBRD loan to a third party guaranteed by Argentina, and may declare the outstanding principal and interest of any such loan to be due and payable immediately. A breach by Argentina under the Indemnity Agreement will not, however, forgive any guarantee obligations of IBRD under the Guarantee.</p> <p>The Indemnity Agreement will follow the usual legal regime and include dispute settlement provisions customary for agreements between member countries and IBRD.</p>
<p><b>Acknowledgment and Consent (A&amp;C) Agreement:</b></p>	<p>Agreement signed between IBRD and each eligible Project Company.</p> <p>The Project Company will acknowledge that it has received a copy of, and has read and understands, the Guarantee Agreement and the Environmental and Social Management Framework.</p> <p>The Project Company will make certain representations and warranties, including but not limited to the following:</p> <ul style="list-style-type: none"><li>(a) Neither it nor any Affiliate has been listed as ineligible to be awarded an IBRD or IDA-financed contract on the World Bank Group Listing of Ineligible Firms and Individuals;</li><li>(b) Neither it (nor its direct or indirect shareholders, or any Person acting on its behalf), nor any of its affiliates nor any Person acting on its behalf, has engaged in any Sanctionable Practice in connection with the RenovAr auctions or its renewable energy project. (Note: This representation will be deemed repeated each time the Project Company submits a demand notice under the IBRD Guarantee Agreement following a failure of the FODER Trustee to do so); and</li><li>(c) Customary corporate housekeeping representations and warranties (e.g., power and authority, binding obligation, requisite authorizations and consents in place, true copies of respective PPA, FODER Trust Adhesion Agreement).</li></ul> <p>The Project Company will covenant, among other things, that it will:</p> <ul style="list-style-type: none"><li>(a) Comply with applicable laws, including environmental and social laws, and the applicable World Bank</li></ul>

	<p>environmental and social safeguards requirements under the World Bank Performance Standards;</p> <p>(b) Provide required information, reports and notices;</p> <p>(c) Provide access to its renewable energy project, relevant staff, and its records;</p> <p>(d) (i) Not engage in (or authorize or permit any affiliate, direct or indirect shareholder, or any other Person acting on its behalf to engage in) any Sanctionable Practice in connection with any renewable energy project or Project Company, any RenovAr auction, or any transaction contemplated by the Guarantee Agreement;</p> <p>(e) Comply with World Bank requirements relating to Sanctionable Practice regarding individuals or firms included in the World Bank Group list of firms debarred from World Bank Group-financed contracts;</p> <p>Same governing law and dispute resolution provisions as the IBRD Guarantee Agreement (<i>i.e.</i>, New York Law and arbitration in Washington DC according to UNCITRAL Arbitration Rules).</p>
<p><b>IBRD Guarantee Fees<sup>9</sup></b></p>	
<p><b>Guarantee Fee (recurring):</b></p>	<p>[50-100]<sup>10</sup> bps per annum of the Committed Guaranteed Amount, payable quarterly in advance by the FODER Trustee/Fee Payment Agent one month prior to the next quarter guarantee period. Guarantee fees will be calculated based on the reported amount corresponding to Project Companies that have reached Financial Close and that are expected to reach Financial Close during the following quarter.</p>
<p><b>Stand-by Fee (recurring):</b></p>	<p>25 bps per annum of the Uncommitted Guaranteed Amount, payable quarterly in advance by the FODER Trustee/ Fee Payment Agent one month prior to the next quarter guarantee period. This fee starts accruing at the earlier of (i) sixty days after the signing of the guarantee agreement or (ii) the Guarantee Effectiveness Date. Standby Fee also applies if IBRD limits coverage of the Guarantee pursuant to any</p>

<sup>9</sup> FY18 pricing. All fees will be updated based on the pricing applicable at the time of approval by IBRD's Board of Directors.

<sup>10</sup> Depending on the tenors of the guarantees requested by the Project Companies. The guarantee fee level is determined by the maturity of the guarantee: 50bps up to 8 years, 60bps from 8 to 10 years, 70bps from 10 to 12 years, 80bps from 12 to 15 years, 90bps from 15 to 18 years and 100bps from 18 to 20 years.

	limitation event.
<b>Up-front Fees: (one time only)</b>	Payable by the FODER Trustee/ Fee Payment Agent: <ul style="list-style-type: none"><li>a) A Front-End Fee of 25 bps of the Maximum Guaranteed Amount;</li><li>b) An Initiation Fee of 15 bps of the Maximum Guaranteed Amount; and</li><li>c) A Processing Fee of 50 bps of the Maximum Guaranteed Amount.</li></ul>
<b>Legal Counsel Expenses:</b>	FODER Trustee will pay the reasonable and documented fees and expenses of IBRD's external legal counsel in connection with the negotiation, production, execution, registration, implementation, amendment, modification or waiver of the Guarantee Agreement, the Indemnity Agreement and each Acknowledgment and Consent up to US\$ [300,000]. IBRD shall inform the Trustee in advance before hiring legal counsel.
<b>Fee Payment Agent:</b>	A private sector, commercial agent could be designated as a fee payment agent to collect from Beneficiaries and pay all fees to IBRD before the due date for the payment of fees in order to avoid termination of the Guarantee.

