

EXECUTION VERSION

Amendment Agreement

Date: 13 September 2022

between

The Export-Import Bank of China
as Lender

and

The Republic of Ecuador
represented by the Ministry of Economy and Finance of
the Republic of Ecuador
as Borrower

relating to the Buyer Credit Loan Agreement dated 18 October 2011 (Contract No. 1410302052011211710) as amended by a first consent letter dated 7 January 2016, a second consent letter dated 6 September 2016 and a third consent letter dated 17 August 2020, for the purpose of partially financing the project identified as "Paute-Sopladora Project"

THIS AMENDMENT AGREEMENT (this "Agreement") is dated 13 September 2022 and made

BETWEEN:

- (1) **THE EXPORT-IMPORT BANK OF CHINA**, with its principal office at No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031, China, as lender (the "Lender"); and
- (2) **THE REPUBLIC OF ECUADOR represented by THE MINISTRY OF ECONOMY AND FINANCE OF THE REPUBLIC OF ECUADOR** (formerly, the Ministry of Finance of the Republic of Ecuador), with its principal office at Ave. Amazonas, entre Pereira y Unión Nacional de Periodistas, Plataforma Gubernamental de Gestión Financiera, Pisos 10 y 11, Quito, Ecuador, as borrower (the "Borrower").

BACKGROUND:

- (A) For fiscal management purposes, the Borrower has requested that the Final Maturity Date and the Repayment Schedule of the Advances, each as defined in the Original Loan Agreement, be modified.
- (B) For the avoidance of doubt, the Borrower does not request any adjustment to any of the Interest Payment Dates, the Interest Periods or the rate of interest applicable to each Advance, which shall remain as defined or indicated in the Original Loan Agreement (as defined below).
- (C) The Borrower has duly and fully repaid the instalments (including principal, interest and fees) under the Repayment Schedule to the Original Loan Agreement up to and including the eighth (8th) instalment which was due on 21 March 2022.
- (D) The outstanding amount of the Advances as of 22 March 2022 is of US\$ 324,237,163.46.
- (E) This Agreement is supplemental to and amends the Original Loan Agreement.
- (F) Each of the Parties has agreed, subject to the terms of this Agreement, to make certain amendments to the Original Loan Agreement.

IT IS AGREED as follows:

1. **Definitions, Interpretation**

1.1 **Definitions**

"Amended Loan Agreement" means the Original Loan Agreement, as amended by this Agreement.

"Effective Date" means the date confirmed as such in the Effectiveness Notice issued by the Lender in form as set out in Schedule 3 (*Effectiveness Notice*).

"Original Loan Agreement" means the Buyer Credit Loan Agreement dated 18 October 2011 (Contract No. 1410302052011211710) as amended by a first consent letter dated 7 January 2016, a second consent letter dated 6 September 2016 and a third consent letter dated 17 August 2020, for the purpose of partially financing the project identified as "Paute-Sopladora Project".

"Party" means a party to this Agreement.

1.2 Incorporation of defined terms

- (A) Unless a contrary indication appears, a term defined in the Original Loan Agreement has the same meaning in this Agreement.
- (B) The principles of construction set out in the Original Loan Agreement shall have effect as if set out in this Agreement.

1.3 Articles and Schedules

In this Agreement any reference to an "Article" or a "Schedule" is, unless the context otherwise requires, a reference to an Article of or a Schedule to this Agreement.

1.4 Third Party Rights

Article 1.8 of the Original Loan Agreement shall have effect as if set out in this Agreement.

2. Conditions Precedent

2.1 Insurance Fee Payment

- (A) The Borrower acknowledges that it has received an insurance fee debit notice from the Insurance Company requesting the payment of an insurance fee in the amount of US\$789,368.85 (the "Insurance Fee").
- (B) The payment of the Insurance Fee is required by the Insurance Company in order for it to provide additional insurance coverage under the Insurance Policy covering the Facility under the Amended Loan Agreement.
- (C) The Parties acknowledge that the Insurance Policy has been contracted by the Lender as the insured party, and has been issued by the Insurance Company for the benefit of the Lender as beneficiary and loss payee under that Insurance Policy. Having said that, the Borrower has the obligation to pay the Insurance Fee in the amount of US\$789,368.85 according to Article 16.8 of the Original Loan Agreement.
- (D) The Parties agree that the Insurance Fee will be paid as follows:
 - (1) the Borrower shall pay the amount of US\$789,368.85 as soon as practicable after the date of this Agreement to the account of the Lender stipulated in Article 7.1 of the Original Loan Agreement, as follows:

Account Name: The Export-Import Bank of China
(SWIFT CODE: EIBCCNBJXXX)
Account Number: 50036008046
Opening Bank: Bank of China, New York Branch
(SWIFT CODE: BKCHUS33XXX)
 - (2) the Lender shall, upon receipt of the Insurance Fee from the Borrower, transfer the same as soon as practicable to the account of the Insurance Company opened with the Lender.

- 2.2 Further to the payment of the Insurance Fee referred to in Article 2.1 (*Insurance Fee Payment*), the amendments referenced in Article 3 (*Amendments*) shall take effect on and from the Effective Date.

2.3 The Lender shall notify the Borrower promptly after the documents and other evidence listed in Schedule 1 (*Conditions Precedent*) have been received by and in a form and substance satisfactory to the Lender.

3. **Amendments**

Subject to the Lender notifying the Borrower that it has received each of the documents and other evidence listed in Schedule 1 (*Conditions Precedent*) in a form and substance satisfactory to the Lender, with effect from the Effective Date, the Original Loan Agreement shall be amended as set out in Schedule 2 (*Amendments to Original Loan Agreement*).

4. **Representations**

The Repeating Representations are deemed to be made by the Borrower (by reference to the facts and circumstances then existing) on:

(A) the date of this Agreement; and

(B) the Effective Date,

and references to "this Buyer Credit Loan Agreement" in the Repeating Representations should be construed, on the date of this Agreement, as references to this Agreement and to the Original Loan Agreement, and, on the Effective Date, as references to the Amended Loan Agreement.

5. **Continuity and further assurance**

5.1 **Continuing obligations**

The provisions of the Original Loan Agreement shall, save as amended by this Agreement, continue in full force and effect.

5.2 **Further assurance**

The Borrower, shall, at the request of the Lender and at the Borrower's own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Agreement.

6. **Miscellaneous**

6.1 **Incorporation of terms**

The provisions of Article 14.1 (*Governing Law*), Article 14.3 (*Submission to Arbitration*), Article 14.4 (*Immunity*), Article 14.5 (*No Reliance by other Persons*), Article 16.3 (*No Waiver, Remedies Cumulative*), Article 16.4 (*Partial Illegality*) and Article 16.6 (*Communications*) of the Original Loan Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those articles to "this Buyer Credit Loan Agreement" were references to this Agreement.

6.2 **Counterparts**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

 This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1 : CONDITIONS PRECEDENT

1. Borrower

- (A) Certified true copies of the documentation or evidence of the authority of each person authorised to sign this Agreement on behalf of the Borrower (such documentation or evidence to be satisfied through a certificate of incumbency and/or power of attorney and/or other instrument whereby authority is delegated to each person indicated here).
- (B) Certified true copies of the specimen signature of each authorised person indicated in the documentation or evidence referred to in paragraph 1(A) above in form as set out in Schedule 4 (*Specimen Signature of each Authorized Signatory of the Ministry of Economy and Finance of the Republic of Ecuador*).
- (C) Certified true copies of the approval from the Ministry of Economy and Finance of the Republic of Ecuador, and of record of amendment registration with the Ministry of Economy and Finance of the Republic of Ecuador, in relation to this Agreement.
- (D) Evidence in form and substance satisfactory to the Lender confirming the authorization of the Debt and Financing Committee of Ecuador, and the authorization from the Ministry of Economy and Finance.

2. Legal Opinions

- (A) A legal opinion of Simmons & Simmons LLP, legal advisors to the Lender as to the law of England and Wales, addressed to the Lender.
- (B) A legal opinion of Pérez Bustamante & Ponce, legal advisors to the Lender as to the law of Ecuador, addressed to the Lender.
- (C) A legal opinion of the General Legal Coordinator (*Coordinador General Jurídico*) of the Ministry of Economy and Finance of the Republic of Ecuador as to the law of Ecuador, addressed to the Lender.

3. Other documents and evidence

- (A) Evidence that the Insurance Company has agreed to the amendments contemplated by this Agreement and that the Insurance Policy has been modified and remain in full force and effect covering the Borrower's obligations under the Amended Loan Agreement.
- (B) Any other governmental approval or document which may be required under the law of Ecuador, or which the Lender may reasonably request relating to the matters contemplated by this Agreement or to the validity and enforceability of this Agreement.

SCHEDULE 2 : AMENDMENTS TO ORIGINAL LOAN AGREEMENT

1. Delete the definition of "Final Maturity Date" under Article 1.1 (*Definitions*) of the Original Loan Agreement in its entirety and replace it with the following:

""Final Maturity Date" means 9 January 2030;"

2. Delete Article 6.1 (*Repayment*) of the Original Loan Agreement in its entirety and replace it with the following:

"6.1 **Repayment** The Borrower shall repay to the Lender the Advances made under this Buyer Credit Loan Agreement in twenty two (22) instalments on each applicable Repayment Date in accordance with the Repayment Schedule (as the same may be amended from time to time), starting from (and including) 21 March 2017.

3. Delete Form 2 (Repayment Schedule) of the Original Loan Agreement in its entirety and replace it with the following:

FORM 2 REPAYMENT SCHEDULE

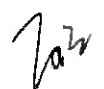
(For the Buyer Credit Loan Agreement No. 1410302052011211710)

(Amounts expressed in US\$)

Number of Principal Installments	Repayment Date	Principal Repayment Installment	Outstanding Balance	Interest* Payment Date
1 st	Mar 21, 2017	27,712,577.00	526,538,976.96	Mar 21, 2017
2 nd	Sep 21, 2017	27,712,577.00	498,826,399.96	Sep 21, 2017
3 rd	Mar 21, 2018	27,712,577.00	471,113,822.96	Mar 21, 2018
4 th	Sep 21, 2018	27,712,577.00	443,401,245.96	Sep 21, 2018
5 th	Mar 21, 2019	27,712,577.00	415,688,668.96	Mar 21, 2019
6 th	Sep 21, 2019	27,712,577.00	387,976,091.96	Sep 21, 2019
7 th	Mar 21, 2020	27,712,577.00	360,263,514.96	Mar 21, 2020
	Sep 21, 2020	0.00	360,263,514.96	Sep 21, 2020
	Mar 21, 2021	0.00	360,263,514.96	Mar 21, 2021
	Sep 21, 2021	0.00	360,263,514.96	Sep 21, 2021
8 th	Mar 21, 2022	36,026,351.50	324,237,163.46	Mar 21, 2022
	Sep 21, 2022	0.00	324,237,163.46	Sep 21, 2022
9 th	Mar 21, 2023	23,159,797.39	301,077,366.07	Mar 21, 2023
10 th	Sep 21, 2023	23,159,797.39	277,917,568.68	Sep 21, 2023
11 th	Mar 21, 2024	23,159,797.39	254,757,771.29	Mar 21, 2024
12 th	Sep 21, 2024	23,159,797.39	231,597,973.90	Sep 21, 2024
13 th	Mar 21, 2025	23,159,797.39	208,438,176.51	Mar 21, 2025
14 th	Sep 21, 2025	23,159,797.39	185,278,379.12	Sep 21, 2025
15 th	Mar 21, 2026	23,159,797.39	162,118,581.73	Mar 21, 2026
16 th	Sep 21, 2026	23,159,797.39	138,958,784.34	Sep 21, 2026
17 th	Mar 21, 2027	23,159,797.39	115,798,986.95	Mar 21, 2027
18 th	Sep 21, 2027	23,159,797.39	92,639,189.56	Sep 21, 2027
19 th	Mar 21, 2028	23,159,797.39	69,479,392.17	Mar 21, 2028

20 th	Sep 21, 2028	23,159,797.39	46,319,594.78	Sep 21, 2028
21 th	Mar 21, 2029	23,159,797.39	23,159,797.39	Mar 21, 2029
22 th	Sep 21, 2029	23,159,797.39	0.00	Sep 21, 2029
TOTAL		554,251,553.96		

* Interest will be determined in accordance with Article 5 (*Interest and Fees*) of the Amended Loan Agreement from time to time.

SCHEDULE 3 : EFFECTIVENESS NOTICE

From: The Export-Import Bank of China
No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031
The People's Republic of China

To: The Ministry of Economy and Finance of the Republic of Ecuador (the Borrower)

Date: _____

Dear Sirs,

Amendment Agreement dated 2022 relating to the Buyer Credit Loan Agreement dated 18 October 2011 (Contract No. 1410302052011211710) as amended by a first consent letter dated 7 January 2016, a second consent letter dated 6 September 2016 and a third consent letter dated 17 August 2020, for the purpose of partially financing the project identified as "Paute-Sopladora Project" (the "Amendment Agreement")

This is the effectiveness notice referred to in the Amendment Agreement.

We hereby inform you that:

1. We have received all of the documents and other evidence listed in Schedule 1 (*Conditions Precedent*) to the Amendment Agreement, in form and substance satisfactory us in all respects; and
2. The amendments to the Original Loan Agreement set out in Schedule 2 (*Amendments to Original Loan Agreement*) to the Amendment Agreement shall become effective on and from the date of this effectiveness notice, and the date of this effectiveness notice is confirmed to be the Effective Date under the Amendment Agreement.

Yours faithfully,

(Signature of Authorized Signatory)

For and on behalf of

THE EXPORT-IMPORT BANK OF CHINA



**SCHEDULE 4 : SPECIMEN SIGNATURE OF EACH AUTHORIZED SIGNATORY OF THE
MINISTRY OF ECONOMY AND FINANCE OF THE REPUBLIC OF ECUADOR**

I, _____ (Name of the Authorizing Person), am _____ (Title of the Authorizing Person) of the Ministry of Economy and Finance of the Republic of Ecuador.

I hereby confirm that I have the full legal right and authority to sign the Amendment Agreement dated _____ 2022 relating to the Buyer Credit Loan Agreement dated 18 October 2011 (Contract No. 1410302052011211710) as amended by a first consent letter dated 7 January 2016, a second consent letter dated 6 September 2016 and a third consent letter dated 17 August 2020, for the purpose of partially financing the project identified as "Paute-Sopladora Project", on behalf of the Ministry of Economy and Finance of the Republic of Ecuador.

However, in the event that I am not available when the Amendment Agreement is required to be signed, I hereby authorize _____ (the "Authorized Signatory"), _____ (Title of the Authorized Signatory) of the Ministry of Economy and Finance of the Republic of Ecuador, to sign the Amendment Agreement and any other required notices and documents in connection therewith on behalf of the Ministry of Economy and Finance of the Republic of Ecuador.

NAME AND DESIGNATION	SIGNATURE
MINISTER OF ECONOMY AND FINANCE	
UNDERSECRETARY FOR PUBLIC FINANCING	

Signed by:

Name:
Title: **MINISTER OF ECONOMY AND FINANCE**
Date:

SIGNATURES

The Lender

THE EXPORT-IMPORT BANK OF CHINA

By: 张天勤

Name: Ms. ZHANG Tianqin

Title: Deputy General Manager

Sovereign Business Department (Concessional Loan Department)

张天勤

张天勤

The Borrower

**THE REPUBLIC OF ECUADOR REPRESENTED BY
THE MINISTRY OF ECONOMY AND FINANCE OF THE REPUBLIC OF ECUADOR**

By: _____

Name:

Title:

Paulo J. Jara

ESPACIO EN BLANCO

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Ministerio
de Economía
y Finanzas

ESPACIO EN BLANCO