

CREDIT AGREEMENT

dated as of August 30, 2004

among

COMISION FEDERAL DE ELECTRICIDAD,
as Borrower;

STANDARD CHARTERED BANK,
as Lender,

and

EXPORT-IMPORT BANK OF THE UNITED STATES

Ex-Im Bank Transaction No. AP079193XX-Mexico

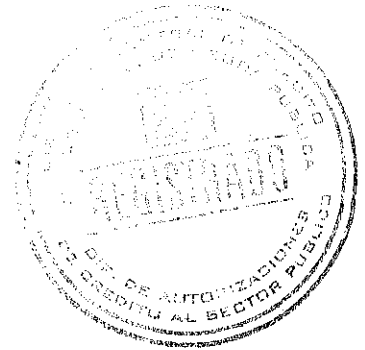
Ex-Im Bank Transaction No. AP079193XX-Mexico

Term Sheet



1. Lender: Standard Chartered Bank
2. Borrower: Comision Federal de Electricidad
3. Borrower's Country: Mexico
4. Financed Portion: U.S.\$132,651,746
Local Cost Financed Portion: U.S.\$ 19,897,762
5. Exposure Fee (U.S. \$5.80 per U.S.\$100.00 of Financed Portion and Local Cost Financed Portion): U.S.\$7,693,801

☒ (x) financed ☐ () not financed
☐ () as disbursed ☐ () up front
6. Credit Amount: U.S.\$140,345,547
7. Guarantee Commitment Fee: One-eighth of one percent (0.1250%) per annum on the uncanceled and undisbursed amount of the Credit, accruing from February 21, 2004 to the Final Disbursement Date, and payable on the thirtieth day following the date of this Agreement and thereafter on each June 20 and December 20 of each year.
8. Principal Repayment: Twenty-four (24) semi-annual installments, due and payable on each September 20 and March 20, beginning on September 20, 2004, as hereinafter set forth, until the Credit is repaid in full.
9. Required Operative Date: sixty (60) days from the date of execution of this Agreement
10. Except as otherwise provided in the Agreement, all notices shall be directed to the respective parties in accordance with the following:



To the Borrower

Address: Comision Federal de Electricidad
Avenida Paseo de la Reforma No. 164
Colonia Juarez Delegacion Cuauhtemoc
C. P. 06600 Mexico, D.F., Mexico
Attention: Gerencia de Credito
Fax: (525) 286-1456
Telephone: (525) 553-6503

To the Lender

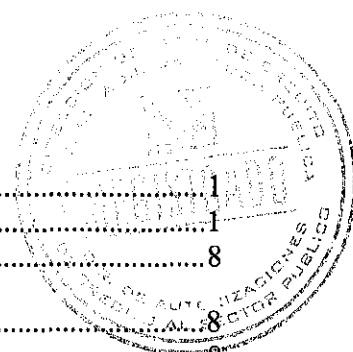
Address: Standard Chartered Bank
1 Madison Avenue
New York, New York, 10010
Attention: Vice President Loan Administration
Telephone: 212-667-0568
Fax: 212-667-0107
E-mail: Larry.Fitzgerald@us.standardchartered.com

To Ex-Im Bank

Address: Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
Attention: Vice President - Asset Management Division
Fax: 1-202-565-3625 (Asset Management Division)
1-202-565-3380 (Bank-wide)
Telephone: 1-202-565-3600
Email: amd.credit@exim.gov

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Annex A-1	-	Form of Floating Rate Note
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Annex B	-	Utilization Procedures
Exhibit 1	-	Exporter's Certificate
Exhibit 2	-	Request for Reimbursement to Borrower's Account
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Exhibit 4	-	Certificate Authorizing Reimbursement (Goods and Services) /(Local Cost Goods and Services)
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Exhibit 6	-	Certificate Approving Letter of Credit
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Exhibit 8	-	Certificate Approving Amendment to Letter of Credit
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Exhibit 10	-	Notice of Letter of Credit Amendment
Annex C	-	Form of Opinion of Borrower's Counsel
Annex D	-	Form of Acquisition List



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This Credit Agreement (the "Agreement"), dated as of August 30, 2004, is made by and among Comision Federal de Electricidad, a decentralized public agency of the United Mexican States, (the "Borrower"), Standard Chartered Bank, a banking institution organized and existing under the laws of England and Wales (the "Lender"), and the Export-Import Bank of the United States, an independent agency of the United States of America ("Ex-Im Bank"). Capitalized terms used herein shall be defined as provided in Section 1.

BACKGROUND

WHEREAS:

(A) by this Agreement, the Lender has established an export financing credit (the "Credit") in the amount of U.S.\$140,345,547, pursuant to which the Lender shall extend financing to the Borrower: (i) for the purchase of Eligible Goods and Services, and (ii) for the payment of the related Exposure Fee;

(B) the establishment of the Credit will facilitate exports from the United States to the Borrower's Country;

(C) a condition to the Lender's extension of the Credit under this Agreement is the availability of the Ex-Im Bank Guarantee pursuant to the terms and conditions of the Master Guarantee Agreement (Long-Term Credits) No. 0066-L dated as of May 25, 2001, between the Lender and Ex-Im Bank (the "MGA"); and

(D) the Credit may be utilized by the Borrower in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS AND PRINCIPLES OF CONSTRUCTION

1.01 Defined Terms. For the purposes of this Agreement, unless otherwise defined herein, the following terms shall have the meanings specified below.

"Acquisition List" shall mean a list of the goods and services approved for financing under the Credit in the form of Annex D submitted pursuant to Section 6.01(g), as may be amended or otherwise modified from time to time (with the prior written consent of Ex-Im Bank).

"Agreement" shall mean this Credit Agreement, including any Annex, Exhibit, Schedule, Term Sheet and other attachment thereto, in each case as amended or otherwise modified from time to time.

"Amended Exporter's Certificate" shall mean any Exporter's Certificate amending an Initial Exporter's Certificate (or any previously delivered Exporter's Certificate).

"Ancillary Services" shall mean (a) banking services of the Lender in its capacity as a lender guaranteed by Ex-Im Bank where such services are provided in connection with the Credit; (b) financial advisory services of a financial intermediary or advisor, provided that such Person has been retained by the Borrower, the Lender or Ex-Im Bank, and such services relate to assisting the Borrower in obtaining, structuring and/or meeting the financial requirements of the Credit, or to assisting Ex-Im Bank in its analysis of the Credit, any underlying project, and/or the business of the Borrower; (c) legal services of attorneys engaged by the Borrower, the Lender, or Ex-Im Bank, where such services are provided in connection with the Credit; and/or (d) technical consultant services of an advisor or consultant with respect to technical matters (including engineering consultants, yield consultants and insurance advisors) where: (i) Ex-Im Bank has required that such a consultant be retained in order to assist Ex-Im Bank in its analysis of the Credit and/or of the business operations of the Borrower, (ii) the services of such consultant relate to the Credit, and (iii) the experience, expertise and overall competence of such consultant is satisfactory to Ex-Im Bank (in its sole and absolute discretion).

"Ancillary Services Provider" shall mean the Person who provides Ancillary Services.

"Arrangement Fee" shall have the meaning set forth in Section 7.01(b).

"Borrower" shall have the meaning set forth in the preamble to this Agreement.

"Borrower Documents" shall mean this Agreement, any Note, and all other documents and instruments to be executed and delivered by the Borrower under this Agreement.

"Borrower Financial Statements" shall mean the financial statements of the Borrower dated December 31, 2002, which the Borrower has furnished to the Lender and Ex-Im Bank prior to the date of this Agreement.

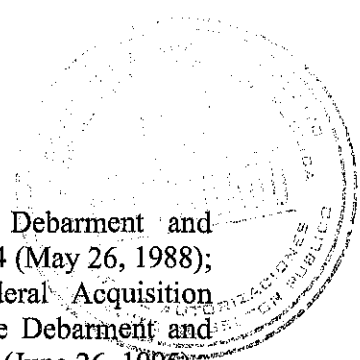
"Borrower's Country" shall mean Mexico.

"Business Day" shall mean any day on which dealings in U.S. Dollar deposits are carried on in the London interbank market and on which commercial banks in London and New York City are open for domestic and foreign exchange business.

"Cash Payment" shall have the meaning set forth in Section 4.01(a).

"Cost of Funds Rate" shall have the meaning set forth in Section 5.03(a).

"Credit" shall have the meaning set forth in Whereas clause (A) of the recitals to this Agreement.


“Debarment Regulations” shall mean (a) the Government-wide Debarment and Suspension (Nonprocurement) regulations (Common Rule), 53 Fed. Reg. 19204 (May 26, 1988); (b) Subpart 9.4 (Debarment, Suspension, and Ineligibility) of the Federal Acquisition Regulations, 48 C.F.R. 9.400 – 9.409; and (c) the revised Government-wide Debarment and Suspension (Nonprocurement) regulations (Common Rule), 60 Fed. Reg. 33037 (June 26, 1995).

“Disbursement” shall mean either a Reimbursement or an L/C Payment, together with any Exposure Fee payment made in connection therewith.

“Disbursement Date” shall mean, in relation to any Disbursement, the Business Day on which the Lender shall make such Disbursement.

“Disbursement Percentage” shall mean the Disbursement Percentage (if any) stated in Part A of the relevant Exporter’s Certificate.

“Disposition of Indebtedness” shall have the meaning set forth in Section 12.03.

“Dollars,” “U.S. Dollars,” “U.S.\$” or “\$” shall mean the lawful currency of the United States of America.

“Eligible Goods and Services” shall mean Goods, Services and Local Cost Goods and Services.

“Event of Default” shall have the meaning set forth in Section 10.03(a).

“Ex-Im Bank” shall have the meaning set forth in the preamble to this Agreement.

“Ex-Im Bank Approval” shall mean an Ex-Im Bank approval of the Ex-Im Bank Guarantee in the form of Annex B to the MGA, identified by reference to the Transaction Number.

“Ex-Im Bank Guarantee” shall mean the guarantee provided by Ex-Im Bank under the MGA and the Ex-Im Bank Approval with respect to the Credit.

“Exporter” shall mean the Person specified as such in an Ex-Im Bank Approval or otherwise approved by Ex-Im Bank.

“Exporter’s Certificate” shall mean the exporter’s certificate in the form set forth in Exhibit 1 to Annex B.

“Exposure Fee” shall have the meaning set forth in Section 7.01(a)(ii).

“External Indebtedness” shall mean with respect to any person all indebtedness of such Person which is payable, (or may be required by the Person to whom it is owed to be paid) (i) in a currency other than the currency of the Borrower’s Country, (ii) to a Person resident or having

its head officer or chief place of business outside the territory of the Borrower's Country and (iii) outside the territory of the Borrower's Country.

"Final Disbursement Date" shall have the meaning set forth in Section 2.02.

"Financed Portion" shall mean the portion of the Net Contract Price of the Goods and Services that may be covered under the Ex-Im Bank Guarantee as approved by Ex-Im Bank.

"Fixed Rate Note" shall mean a Note in the form of Annex A-2.

"Floating Rate Note" shall mean a Note in the form of Annex A-1.

"Foreign Content" shall mean, with respect to any Supply Contract, the amount representing the foreign content in such contract as specified in Part A of the relevant Exporter's Certificate. Ex-Im Bank shall determine what does and does not constitute Foreign Content, and such determination, in the absence of manifest error, shall be conclusive and binding for all purposes.

"Foreign Financial Institution" shall mean an institution registered as a foreign financial institution with the Secretaria de Hacienda y Credito Publico for purposes of Resolucion Miselanea Fiscal para el ano 2004, and Articles 195-I (a) and 196-II of the Ley del Impuesto sobre la Renta.

"Goods" shall mean goods (a) purchased in the United States under a Supply Contract and exported from the United States to the Borrower's Country, and (b) listed on the Acquisition List; *provided* that Ex-Im Bank shall determine what does and does not constitute Goods, and such determination, in the absence of manifest error, shall be conclusive and binding for all purposes.

"Governmental Authority" shall mean the government or any political subdivision of the government of the Borrower's Country, any agency, department or any other administrative authority or instrumentality thereof, including, without limitation, any local or other governmental agency or other authority within the Borrower's Country.

"Guarantee Certificate" shall mean, with respect to a Utilization, Ex-Im Bank's Certificate Authorizing Reimbursement in the form of Exhibit 4 to Annex B, Ex-Im Bank's Certificate Approving Letter of Credit in the form of Exhibit 6 to Annex B, or Ex-Im Bank's Certificate Approving Amendment to Letter of Credit in the form of Exhibit 8 to Annex B, whichever is appropriate.

"Guarantee Commitment Fee" shall have the meaning set forth in Section 7.01(a)(i).

"Guaranteed Amount" shall have the meaning set forth in the MGA.

"Initial Exporter's Certificate" shall mean the initial Exporter's Certificate delivered to the Lender prior to the first Disbursement with respect to any Supply Contract.

"Interest Payment Date" shall mean September 20 and March 20 of each year, beginning on September 20, 2004.

"Interest Period" shall mean, with respect to any Disbursement, (a) the period commencing on the Disbursement Date and extending up to, but not including, the next Interest Payment Date; provided, however, that if the Disbursement Date is within sixty (60) days of such Interest Payment Date, the Interest Period shall end on the next succeeding Interest Payment Date; and (b) thereafter the period commencing on each Interest Payment Date and extending up to, but not including, the next Interest Payment Date.

"Interest Rate Switch" shall have the meaning set forth in Section 5.07.

"L/C Bank" shall have the meaning set forth in Part III of Annex B.

"L/C Payment" shall have the meaning set forth in Section 3.01.

"Lender" shall have the meaning set forth in the preamble to this Agreement.

"Letter of Credit" shall mean any irrevocable documentary sight letter of credit (in compliance with the requirements of the Uniform Customs and Practices for Documentary Credits (International Chamber of Commerce Publication 500), as the same may be amended from time to time), for which Ex-Im Bank has issued a Guarantee Certificate under this Agreement.

"LIBOR" shall mean, in relation to any Interest Period, the rate of interest per annum quoted by the British Bankers Association in Bloomberg Page "BBAM" (or such other page on such service) or substitute as of approximately 11:00 a.m. (London time) two Business Days prior to the first day of the applicable Interest Period comparable to such Interest Period. Promptly after determining the applicable interest rate for an Interest Period, the Lender shall give notice by telex or telecopy to the Borrower of such rate, which rate, absent manifest error, shall be final, conclusive and binding on the Borrower.

"Lien" shall mean any lien, lease, mortgage, pledge, hypothecation, preferential arrangement relating to payments, or other encumbrance or security interest.

"Local Cost Financed Portion" shall mean the U.S. Dollar value of Local Cost Goods and Services approved by Ex-Im Bank under a Guarantee, not to exceed in the aggregate the amount set forth in Section 3.01(b).

"Local Cost Goods and Services" shall mean goods (a) originated/manufactured in the Borrower's Country and purchased in the Borrower's Country under a Supply Contract, and/or services provided by residents of the Borrower's Country under a Supply Contract, and (b) listed in the Acquisition List, *provided* that Ex-Im Bank shall determine what does and does not constitute Local Cost Goods and Services, and such determination, in the absence of manifest error, shall be conclusive and binding for all purposes.

"Local Cost Provider" shall mean the Exporter or the Person located in the Borrower's Country who provides Local Cost Goods and Services under a Supply Contract.

"MARAD" shall have the meaning set forth in Section 4.01(b).

"MGA" shall have the meaning set forth in Whereas clause (C).

"Net Contract Price" shall mean, with respect to a Supply Contract, the U.S. Content plus the Foreign Content.

"Note" shall mean (a) a promissory note issued pursuant to Section 5.06(a), or (b) any replacement promissory note issued pursuant to this Agreement.

"Other Governmental Authority" shall mean any government or any political subdivision of a government, any agency, department or any other administrative authority or instrumentality thereof, including, without limitation, any local or other governmental agency or other authority.

"Payment Default Date" shall have the meaning set forth in Section 5.02(b)(iii).

"Person" shall mean an individual, corporation, partnership, trust, unincorporated organization or any other enterprise, or a Governmental Authority or Other Governmental Authority.

"Pooling Country Freight Costs" shall mean the cost of ocean freight for shipment of Goods from the United States to the Borrower's Country on an ocean vessel registered in the Borrower's Country, *provided*, that: (a) such freight costs are included in the Supply Contract; (b) the Borrower's Country is deemed "MARAD Pooling Country" by MARAD; (c) the applicable maritime agreement between the Borrower's Country and MARAD remains in full force and effect; and (d) the Borrower has obtained a waiver of shipment on vessels of U.S. registry from MARAD.

"Principals" shall mean any officer, director, owner, partner, key employee, or other Person with primary management or supervisory responsibilities with respect to the Borrower, or any other Person (whether or not an employee) who has critical influence on or substantive control over the transaction covered by this Agreement.

"Progress Payments" shall mean payments to an Exporter prior to completion and delivery of a Good, as set forth in Section 6.01(h).

"Progress Report" shall have the meaning set forth in Section 9.02(j)(i).

"Project" shall have the meaning set forth in Section 9.02(j)(i).

"Regulatory Change" shall have the meaning set forth in Section 7.04(c).

"Reimbursement" shall have the meaning set forth in Section 3.01.

"Repayment Date" shall mean September 20 and March 20 of each year, beginning on September 20, 2004.

"Services" shall mean services (including Ancillary Services) (a) performed by the Exporter (or Ancillary Services Provider) under a Supply Contract, and (b) listed in the Acquisition List (excluding any services that qualify as Local Cost Goods and Services); *provided*, that Ex-Im Bank shall determine what does and does not constitute Services, and such determination, in the absence of manifest error, shall be conclusive and binding for all purposes.

"Special Ancillary Services" shall mean Ancillary Services that fall within one of the categories described in the proviso to Section 3.02(a).

"Special LIBOR" shall mean, with respect to any Interest Period, the rate of interest per annum specified as the "\$ Libor BBA Fixing – Interbank Fixing" rate (or any successor title) in the Financial Times under the table entitled "World Interest Rates – Domestic Money Rates" (or any successor title) in effect on the day two Business Days prior to the first day of the relevant Interest Period for a term similar to the term of such Interest Period. If no rate is specified for such day, the applicable rate shall be the rate specified for the immediately preceding day for which a rate is specified, and if more than one rate is specified, the applicable rate shall be the highest of all such rates. In the event the Financial Times either completely ceases publication or discontinues publication of the "\$ Libor BBA Fixing – Interbank Fixing" rate (or any successor title), then Ex-Im Bank shall determine Special LIBOR by reference to a financial publication with a similar international or U.S. circulation, which publication shall be selected by Ex-Im Bank in its sole discretion.

"Supply Contract" shall mean the contract(s) (or, if no contract is executed, any other document(s) satisfactory to Ex-Im Bank) for the purchase of Eligible Goods and Services entered into between the Borrower and an Exporter, Ancillary Services Provider, or Local Cost Provider, as the case may be; *provided*, in each case, that multiple contracts among the same parties with respect to the Credit will only be considered a single "Supply Contract" for all purposes under this Agreement.

"Taxes" shall mean any taxes, fees, levies, imposts, duties or charges of whatsoever nature (whether imposed by withholding or deduction or otherwise) imposed by any Governmental Authority (including, without limitation, any taxing authority), or by any other jurisdiction from which payments required hereunder or under any Note are made.

"Technical Operating Report" shall have the meaning set forth in Section 9.02(j)(ii).

"Term Sheet" shall mean the Term Sheet attached hereto.

"Transaction Number" shall mean "Ex-Im Bank Transaction No. AP079193XX", as specified in the Ex-Im Bank Approval.

"U.S." or "United States" shall mean the United States of America.

"U.S. Content" shall mean, with respect to any Supply Contract, the amount representing the U.S. content in such contract as specified in Part A of the relevant Exporter's Certificate. Ex-Im Bank shall determine what does and does not constitute U.S. Content, and such determination, in the absence of manifest error, shall be conclusive and binding for all purposes.

"U.S. Content Percentage" shall mean, with respect to any Supply Contract, the percentage specified as such in Part A of the relevant Exporter's Certificate.

"U.S. Treasury Rate" shall have the meaning set forth in Section 5.02(b)(iii).

"Utilization" shall mean either: (a) the making of a Reimbursement in accordance with the Reimbursement Procedure set forth in Section II of Annex B; or (b) the issuance of a Letter of Credit in accordance with the Letter of Credit Procedure set forth in Section III of Annex B.

1.02 Principles of Construction.

(a) The meanings set forth for defined terms in Section 1.01 or elsewhere in this Agreement shall be equally applicable to both the singular and plural forms of the terms defined.

(b) Unless otherwise specified, all references in this Agreement to Sections, Term Sheets, Annexes, Exhibits and Schedules are to Sections, Term Sheets, Annexes, Exhibits and Schedules in or to this Agreement.

(c) The headings of the Sections in this Agreement are included for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

SECTION 2. THE CREDIT

2.01 Amount. The Lender hereby establishes the Credit, upon the terms and conditions set forth in this Agreement, in favor of the Borrower in an amount of up to U.S.\$140,345,547 to enable the Borrower to finance: (a) the Financed Portion of the costs incurred on or after August 5, 2002 by the Borrower for the purchase of Goods and/or Services; (b) the Local Cost Financed Portion of the costs incurred on or after August 5, 2002 by the Borrower for the purchase of the Local Cost Goods and Services; and (c) the Exposure Fee payable on the Financed Portion and the Local Cost Financed Portion. Costs with respect to Services shall be deemed to have been incurred on the date such Services were performed, as evidenced by the invoices of the provider of such Services, and costs with respect to Goods shall have been deemed to be incurred on the date the Goods were shipped, as evidenced by the date of the relevant bill of lading.

2.02 Availability. Subject to the terms and conditions provided herein, including, without limitation, the conditions set forth in Section 6, Disbursements under the Credit may be made up to and including the Final Disbursement Date. "Final Disbursement Date" shall mean

either September 10, 2004 or, if earlier, the date on which the full remaining balance of the Credit is cancelled by either (i) the Borrower in accordance with Section 10.01, or (ii) Ex-Im Bank in accordance with Section 10.02.

SECTION 3. DISBURSEMENTS

3.01 Disbursements. (a) Upon satisfaction of the conditions set forth in Section 6, the Credit may be disbursed in the manner described in, and subject to the conditions of, Annex B. Disbursements may be made: (i) through drawings by a beneficiary under, and in accordance with the terms of, a Letter of Credit ("L/C Payments"); and/or (ii) by advances from the Lender to the Borrower reimbursing the Borrower for payments to an Exporter, Ancillary Services Provider or Local Cost Provider and/or Ex-Im Bank ("Reimbursements"); and/or (iii) if financed, by payments of the Exposure Fee to Ex-Im Bank.

(b) The aggregate amount of Disbursements with respect to costs incurred by the Borrower for the purchase of Local Cost Goods and Services shall not exceed U.S.\$19,897,762.

3.02 Ancillary Services.

(a) Ancillary Services relating to the Credit shall be treated in the same manner as any other Services (including, without limitation, the requirements set forth in Section 4 of this Agreement); *provided* that the Foreign Content associated with any such Ancillary Services shall be deemed to be zero if: (i) Ex-Im Bank requires that the Borrower or another Person pay for the provision of such Ancillary Services by an Ancillary Services Provider selected by Ex-Im Bank; (ii) Ex-Im Bank, in its sole determination, finds that such Ancillary Services are both necessary in order for the underlying transaction to go forward and cannot be reasonably obtained in the United States; or (iii) the fee is a one-time fee charged by the Lender for extending the Credit.

(b) Utilizations for Ancillary Services may be made under the Credit only after there have been one or more Utilizations with respect to other Eligible Goods and Services financed by such Credit that are not Ancillary Services.

SECTION 4. EX-IM BANK GUARANTEE REQUIREMENTS

4.01 Eligibility for Ex-Im Bank Guarantee. To be eligible for financing under the Credit and the Ex-Im Bank Guarantee:

(a) The Borrower shall have made or caused to be made a cash payment ("Cash Payment") for the purchase of Goods and Services in an amount equal to not less than 15% of the Net Contract Price.

(b) All Goods that are to be exported by ocean vessel must be transported from the United States in vessels of U.S. registry, as required by 46 U.S.C. §1241-1 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended), except to the extent that a waiver of this requirement is obtained from the U.S. Maritime Administration ("MARAD"), as

described in Annex B. If any Goods are shipped on vessels of non-U.S. registry without a MARAD waiver or contrary to the provisions of a MARAD waiver, such Goods will not be eligible under the Ex-Im Bank Guarantee and thus will not be eligible for financing under the Credit. If Goods are shipped on ocean vessels or aircraft of U.S. registry, the cost of shipment may be included in the U.S. Content of the Supply Contract. Subject to the waiver requirements set forth above, if such Goods are shipped on ocean vessels or aircraft of non-U.S. registry, the cost of shipment may constitute Foreign Content if such cost has been included in the Net Contract Price. Pooling Country Freight Costs shall be deemed U.S. Content.

In addition, goods used in the provision of Services, if shipped by ocean vessel from the U.S. to the Borrower's Country, may be required to be transported from the United States in vessels of U.S. registry pursuant to 46 U.S.C. §1241-1 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended).

(c) The Borrower shall obtain or cause to be obtained insurance against marine and transit hazards on all shipments of Goods in an amount not less than the amount of the Disbursements that have been or are to be made with respect to those shipments. The Borrower shall give United States insurers a non-discriminatory opportunity to bid for such insurance business related to such Goods.

4.02 Coverage of the Ex-Im Bank Guarantee. Subject to the terms and conditions of this Agreement, the MGA and the relevant Ex-Im Bank Approval, the Ex-Im Bank Guarantee shall cover a Disbursement up to the following maximum amount:

(a) an amount equal to the lesser of (i) eighty-five percent (85%), (ii) the U.S. Content Percentage, and (iii) the Disbursement Percentage, if any; in each case, of the U.S. Dollar invoice value of the Goods and Services to be financed by such Disbursement; plus

(b) the Local Cost Financed Portion of the Local Cost Goods and Services to be financed by such Disbursements; plus

(c) an amount equal to one-hundred percent (100%) of the Exposure Fee on the amounts disbursed pursuant to (a) and (b).

SECTION 5. TERMS OF THE CREDIT

5.01 Principal Repayment. The Borrower shall repay all amounts disbursed under the Credit in twenty-four (24) approximately equal, successive semi-annual installments, with each such installment to be payable on a Repayment Date *provided* that, on the last Repayment Date, the Borrower shall repay in full the principal amount of the Credit then outstanding.

5.02 Interest Payment.

(a) To the Lender

(i) Prior to any Disbursement Date, the Borrower may elect to choose a fixed rate of interest with respect to the funds advanced under the Credit on such Disbursement Date by requesting same in writing from the Lender. Upon the Borrower's request, the Lender shall promptly quote a rate per annum at which the Lender is prepared to make a fixed rate loan to the Borrower in a principal amount equal to the amounts disbursed under the Credit hereunder. The fixed rate quoted will be the Lender's fixed cost of funds plus a margin of 0.07% per annum. The Lender's fixed cost of funds will be based upon the yield on the U.S. Treasury having a similar maturity as the average life of the Credit plus market spread. If the foregoing option is exercised, the Borrower shall have no further option to switch the rate of interest to a floating rate, and the Borrower shall pay interest on all unpaid amounts under the Credit at the applicable fixed rate of interest with respect to a specific Disbursement from the date such amount was due until such amount shall have been paid in full.

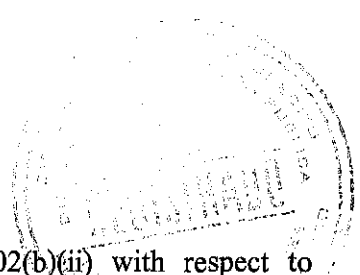
(ii) If the Borrower does not elect to choose such fixed rate of interest, then on each Interest Payment Date, the Borrower shall pay interest on all amounts disbursed and outstanding from time to time under the Credit, calculated at an interest rate per annum equal to the sum of (A) 0.07% per annum, and (B) LIBOR for the applicable Interest Period(s).

(iii) If all or any part of principal, accrued interest, fees or other amounts owing to the Lender under this Agreement or any Note is not paid in full when due, whether at stated maturity, by acceleration or otherwise, the Borrower shall pay to the Lender on demand, interest on the unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full at an interest rate per annum equal to 1.00% per annum above the interest rate then applicable under Section 5.02(a)(ii).

(b) To Ex-Im Bank

(i) Notwithstanding Section 5.02(a)(ii), if Ex-Im Bank shall have made a claim payment to the Lender with respect to any Floating Rate Note, then, beginning on the date of such claim payment, the definition of Special LIBOR shall apply to each such Floating Rate Note (in place of the definition of LIBOR contained in each such Floating Rate Note) for all purposes, including, without limitation, Section 5.02(b)(ii).

(ii) Notwithstanding Section 5.02(a)(iii), if Ex-Im Bank shall have made a claim payment to the Lender with respect to any Note, then, beginning on the date of such claim payment, if any amount of principal of or accrued interest on any Note then owing to Ex-Im Bank is not paid in full when due, whether at stated maturity, by acceleration or otherwise, the Borrower shall pay to Ex-Im Bank on demand, interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due to Ex-Im Bank until such amount shall have been paid in full at an interest rate per annum equal to one percent (1%) per annum above the interest rate then applicable under Section 5.02(a)(i) or (ii) (as modified, if required, by Section 5.02(b)(i)).



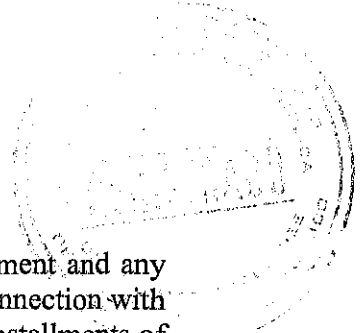
(iii) Except as otherwise provided in Section 5.02(b)(ii) with respect to amounts of principal and accrued interest, if, at any time, any amount owing to Ex-Im Bank under this Agreement or any Note is not paid in full when due, the Borrower shall pay to Ex-Im Bank on demand, interest on such unpaid amount for the period from the date such amount was due ("Payment Default Date") until such amount shall have been paid in full at an interest rate per annum equal to one percent (1%) per annum above the U.S. Treasury Rate. The "U.S. Treasury Rate" shall mean the interest rate specified in the Federal Reserve Statistical Release H.15 (519) Selected Interest Rates for six-month (180 days) Treasury Bills under the category entitled "Treasury Bills, Auction Average (Investment)" (or, if not included under such category, the category entitled "Treasury Constant Maturities"), which is in effect on the Payment Default Date.

5.03 Alternative Interest Rate.

(a) If the Lender shall have determined (which determination shall be conclusive and binding for all purposes, absent manifest error), prior to the commencement of any Interest Period for a Disbursement evidenced by a Floating Rate Note that: (i) Dollar deposits of sufficient amount and maturity for funding a Disbursement are not available to the Lender in the London interbank market in the ordinary course of business; or (ii) by reason of circumstances affecting the relevant market, adequate and fair means do not exist for ascertaining the rate of interest to be applicable to a Disbursement; or (iii) the relevant rate of interest referred to in the definition of LIBOR which is to be used to determine the rate of interest for a Disbursement does not cover the funding cost to the Lender of making or maintaining the Disbursement, then the Lender, so long as such condition shall exist, shall give notice to the Borrower of the rate of interest, which the Lender determines is equal to 0.07% above the Lender's cost of funds (based on such funding sources as the Lender shall determine in its sole discretion (the "Cost of Funds Rate")), expressed as an annual rate, and interest shall accrue during each applicable Interest Period at the rate set forth in such notice.

(b) If, in the Lender's reasonable judgment, it becomes unlawful at any time for the Lender to make or maintain Disbursements based upon LIBOR, the Lender, so long as such condition shall exist, shall give notice to the Borrower of the rate of interest, which the Lender determines is equal to 0.07% above the Cost of Funds Rate (expressed as an annual rate), and interest shall accrue during each applicable Interest Period at the rate set forth in such notice.

5.04 Prepayment. The Borrower may, from time to time, prepay without premium or penalty, on any Interest Payment Date all or part of the principal amount of the Credit, provided that: (a) any partial prepayment shall be in a minimum principal amount of U.S.\$5,000,000; (b) the Borrower shall have given the Lender and Ex-Im Bank at least ten (10) days' prior written notice of the prepayment (which notice shall be irrevocable); and (c) the Borrower shall have paid in full all amounts due under the Credit as of the date of such prepayment, including interest that has accrued to the date of prepayment on the amount prepaid, provided, however, with respect to Notes bearing interest at a fixed rate, the Borrower may only prepay in full all amounts due under such Notes as of the date of such prepayment, including without limitation, all of the



principal amount of such Notes, interest which has accrued to the date of prepayment and any and all reasonable and documented loss, cost or expense incurred by the Bank in connection with such repayment as set forth in Section 5.05. Prepayments shall be applied to the installments of principal of the Credit in the inverse order of their maturity, and pro rata to each Note.

5.05 Recapture. The Borrower shall pay to the Lender, upon the written request of the Lender, such amounts as shall be sufficient (in the reasonable judgment of the Lender) to compensate the Lender for any reasonable and documented loss, expense or liability (including, without limitation, any loss, expense or liability incurred by reason of the liquidation or redeployment of deposits from third parties or in connection with obtaining funds to make or maintain any Disbursement) that the Lender reasonably determines is attributable to: (a) any payment or prepayment of the Credit other than in accordance with Section 5.01 or 5.04 (including, without limitation, by reason of acceleration); or (b) any failure by the Borrower to borrow any advance that has been requested in a Request for Reimbursement (as provided in Annex B).

5.06 Evidence of Debt.

(a) The Borrower agrees that to evidence further its obligation to repay all amounts disbursed under the Credit, with interest accrued thereon, it shall, not later than the date of the first Utilization hereunder, issue and deliver to the Lender, in accordance with the written instructions of the Lender, one or more promissory notes each in the form of Annex-1 (each such promissory note, or any replacement promissory note issued pursuant to Section 5.06(b) or Section 5.06(c), a "Note"). Each Note shall be valid and enforceable as to its principal amount at any time only to the extent of the aggregate amounts then disbursed and outstanding under the Credit, and, as to interest, only to the extent of the interest accrued thereon. Any notations by the Lender on any Note regarding payments made on account of the principal thereof, in absence of manifest error, shall be conclusive and binding. Upon the payment in full of any Note, the Lender shall cancel and surrender such Note to the Borrower upon the Borrower's request.

(b) If requested by the Lender, the Borrower shall issue and deliver to the Lender a new Note, in exchange for any Note previously issued and delivered in accordance with Section 6.01(j), whereupon the Lender shall cancel and surrender such previously issued Note to the Borrower. The principal amount of such new Note shall equal in the aggregate the principal amount of the Credit then disbursed and outstanding.

(c) If requested by the Lender or Ex-Im Bank pursuant to Section 7.02(b)(ii), the Borrower shall issue and deliver to the Lender a new Note in exchange for any Note previously issued and delivered in accordance with this Agreement, whereupon the Lender shall cancel and surrender such previously issued Note to the Borrower.

(d) If any Note is mutilated, lost, stolen or destroyed, the Borrower shall issue and deliver a new Note of the same date, maturity and denomination as the Note so mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Note, such mutilated Note shall be returned to the Borrower after examination by Ex-Im Bank, and, in the case of any lost, stolen or destroyed Note, the Borrower and Ex-Im Bank shall have first received evidence of such loss,

theft or destruction as shall reasonably be considered satisfactory to each of them. In the event that any lost or stolen Note is subsequently found, the Lender shall cancel such Note and deliver such canceled Note to the Borrower; *provided* that the Borrower shall have already delivered a substitute Note to the Lender.

(e) All replacement Notes issued in connection with this Agreement shall be signed by an authorized representative of the Borrower, as named in the evidence of authority submitted pursuant to Section 6.01(c) or otherwise acceptable to Ex-Im Bank and the Lender.

5.07 Interest Rate Switches. (a) If, the Borrower has not elected to choose a fixed rate of interest pursuant to Section 5.02 (a) (i) hereof, the Borrower shall have a one-time option thereafter to switch the interest rate per annum to a fixed rate with respect to the amounts disbursed under the Credit ("Interest Rate Switch") and may do so on any Interest Payment Date, unless the Borrower and the Lender shall agree otherwise; provided that:

- (i) no Default or Event of Default shall have occurred under the Agreement;
- (ii) the Interest Rate Switch may be exercised only with respect to the Notes which bear a Guarantee Legend (as defined in the MGA);
- (iii) the fixed rate shall be such rate as mutually agreed to by the Lender and the Borrower;
- (iv) the Borrower must issue and deliver to the Lender a Note in the form of Annex A-2 in exchange for the existing Floating Rate Note or Notes;
- (v) if any replacement Note is issued on a day other than an Interest Payment Date, such replacement Note must be dated the date of issuance by the Borrower, all previously accrued interest evidenced by the Note being replaced must be paid in full on the date of such issuance and such replacement Note must begin accruing interest at the new rate of interest on the date of such issuance;
- (vi) all other conditions of this Agreement shall have been satisfied, and the Lender shall notify Ex-Im Bank's Asset Management Division of the new rate in writing no more than ten (10) Business Days following the exercise of such Interest Rate Switch;
- (vii) delivery by the Borrower of the following to the Lender and Ex-Im Bank, to the extent not already provided, each in form and substance satisfactory to the Lender and Ex-Im Bank: (A) evidence of the authority of the Borrower to execute and deliver the Fixed Rate Note; (B) evidence of the authority (including specimen signatures) of each person who, on behalf of the Borrower, executed the Fixed Rate Note; (C) evidence of all consents, licenses, authorizations or approvals of, and exceptions by, any Governmental Authority, necessary for the execution and delivery of the Fixed Rate Note, including without limitation, approvals or consents relating to the availability and transfer of Dollars required

to make payments due under the Fixed Rate Note, and (D) a favorable opinion of Borrower's counsel as to the matters specified in the form and substance satisfactory to the Lender and Ex-Im Bank to the extent Ex-Im Bank determines such matters relate to the execution and delivery of the Fixed Rate Notes or the exercise of the Interest Rate Switch; and

- (viii) execution and delivery to the Lender and Ex-Im Bank of any other documents reasonably requested by the Lender or Ex-Im Bank to effectuate the terms of the transaction relating to the Interest Rate Switch.

(b) Upon the Borrower's request, the Lender shall promptly quote a rate per annum at which the Lender is prepared to make a fixed rate loan to the Borrower in a principal amount equal to the amounts disbursed under the Credit (the "Conversion Date"). The fixed rate quoted will be the Lender's fixed cost of funds plus a margin of 0.07% per annum. The Lender's fixed cost of funds will be based upon the yield on the U. S. Treasury Note having a similar maturity as the average life of the Credit plus a market spread. Thereupon, the Borrower shall execute and deliver to the Lender such documents as reasonably requested by the Lender to evidence the terms and conditions of such conversion.

(c) If (i) proposed Interest Rate Switch does not occur on its Conversion Date as a result of the relevant conditions herein not being satisfied or waived, or (ii) the Borrower shall fail to execute and deliver the Fixed Rate Note (together, the "Failed Conversion Events"), the Borrower shall indemnify and hold the Lender harmless for all costs and expenses incurred by the Lender, including without limitation, all amounts required to be paid in respect of the Financed Amount pursuant to Section 5.05 hereof. Notwithstanding the foregoing and anything herein to the contrary, the Fixed Rate shall under no circumstances become applicable to the Financed Amount (nor shall the conversion occur) unless the conditions to the conversion set forth herein have been satisfied. Absent the satisfaction (or waiver in accordance with the terms hereof) of such conditions, the Financed Amount shall continue to bear interest at the rate set forth in Section 5.02(a) or Section 5.03 above.

(d) Upon satisfaction of all the terms and conditions of this Section 6.08, the Lender shall return to the Borrower the Floating Rate Notes marked "cancelled".

SECTION 6. CONDITIONS PRECEDENT

6.01 Conditions Precedent to First Utilization. The obligation of the Lender to permit the first Utilization of the Credit shall be subject to the delivery to Ex-Im Bank (with a copy to the Lender, except as indicated) of the documents indicated below in form and substance satisfactory to the Lender and Ex-Im Bank, and to the fulfillment (in a manner satisfactory to the Lender and Ex-Im Bank) of the conditions set forth below:

(a) This Agreement. This Agreement fully executed by the parties hereto, which shall be in full force and effect (with, if applicable, evidence that this Agreement has been registered with the appropriate authorities in the Borrower's Country).

(b) Existence. Evidence that the Borrower is duly organized and validly exists under the laws of the Borrower's Country and has full power, authority and legal right to own its property and carry on its business as now conducted, including, without limitation, a copy of any applicable enabling legislation.

(c) Authority. Evidence of (i) the authority of the Borrower to execute, deliver, perform, and observe the terms and conditions of this Agreement, any Note, and any other Borrower Documents; and (ii) the authority (including specimen signatures) for each Person who, on behalf of the Borrower, signed this Agreement, will sign any Note, and/or signed or will sign any other Borrower Documents, or will otherwise act as the Borrower's representative in the operation of the Credit.

(d) Government Authorizations. Copies, certified as true copies by a duly authorized officer of the Borrower, of each consent, license, authorization or approval of, and exemption by, any Governmental Authority and any Other Governmental Authority, which are necessary or advisable: (i) for the execution, delivery, performance and observance by the Borrower of the Borrower Documents, including, without limitation, all approvals relating to the availability and transfer of Dollars, if applicable, required to make all payments due under this Agreement and any Note; (ii) for the validity, binding effect and enforceability of the Borrower Documents; and (iii) for the execution, delivery and performance of any Supply Contract, the importation of the Goods and Services, and the use of the Eligible Goods and Services in the Borrower's Country, if applicable.

(e) Legal Opinion(s). An opinion of the Head of the Legal Department of the Borrower substantially the form of Annex C, and, if requested by Ex-Im Bank or the Lender, an opinion from independent legal counsel selected by Ex-Im Bank or the Lender as to such matters relating to this Agreement or the transaction contemplated hereby as specified by Ex-Im Bank or the Lender.

(f) Appointment of Process Agent. Evidence that (i) the Borrower has irrevocably appointed as its agent for service of process the Person or Persons so specified in Section 11.03(a) and (ii) each such agent has accepted the appointment for a term extending at least one year beyond the scheduled final repayment date of the Credit and has agreed to forward forthwith to the Borrower all legal process addressed to the Borrower received by such agent.

(g) Acquisition List. A list of the Eligible Goods and Services in the form set forth in Annex D.

(h) Supply Contract(s). A copy of the Supply Contract(s), and, if any Supply Contract provides for payments to an Exporter prior to completion and delivery of any Eligible Goods and Services ("Progress Payments"), the schedule for such Progress Payments, which, in Ex-Im Bank's judgment, must be reasonable and consistent with industry and financial standards.

(i) MGA. The fully executed MGA and a fully executed Ex-Im Bank Approval, each of which shall be in full force and effect.

(j) Note. The Note or Notes in the aggregate principal amount of the Credit shall have been fully executed by the Borrower, and delivered to the Lender, with a copy to Ex-Im Bank.

(k) Outside Counsel Fees; Expenses. Evidence that the reasonable fees and out-of-pocket expenses due and payable to counsel to the Lender and Ex-Im Bank and all other expenses payable under Section 7 have been fully paid.

(l) No Event of Default. No Event of Default and no event, which but for the giving of notice or the lapse of time or both would constitute an Event of Default, exists at the time all the foregoing conditions have been satisfied or waived.

6.02 Conditions Precedent to Each Utilization. The obligation of the Lender to permit any Utilization, including the first Utilization, shall be subject to the delivery to the Lender and Ex-Im Bank of the documents indicated below (each in form and substance satisfactory to the Lender and Ex-Im Bank) and to the fulfillment, as of the date of such Utilization (in a manner satisfactory to the Lender and Ex-Im Bank) of the conditions set forth below:

(a) This Agreement and the MGA. This Agreement, the MGA, and the Ex-Im Bank Approval each shall continue to be in full force and effect.

(b) No Restrictions. No law, regulation, ruling or other action of any Governmental Authority or Other Governmental Authority shall be in effect or shall have occurred, the effect of which would be to prevent any party to this Agreement from fulfilling its obligations.

(c) Utilization Documents. The Lender and Ex-Im Bank shall have received the documents required under Annex B with respect to the requested Utilization.

(d) Legal Opinion(s). If, since the date of the legal opinion furnished pursuant to Section 6.01(e), there has been a change in circumstances that could have a material adverse effect on the ability of the Borrower to perform its obligations hereunder or under any Note, then Ex-Im Bank or the Lender may request supplemental legal opinions with respect to the possible consequences of such changed circumstances. Such supplemental opinions shall be dated as of the date on which the Utilization was requested, be addressed and delivered to Ex-Im Bank and the Lender, and be in form and substance satisfactory to Ex-Im Bank and the Lender.

(e) Exposure Fee; Other Fees and Expenses. Ex-Im Bank shall have been paid the Exposure Fee or arrangements satisfactory to Ex-Im Bank for the payment thereof shall have been made. All other fees and expenses then due and payable under Section 7 shall have been paid.

(f) Guarantee Certificate. Ex-Im Bank shall have issued a Guarantee Certificate with respect to the requested Utilization.

(g) Representation and Warranties. As of each Utilization, the representations and warranties made by the Borrower in this Agreement and in the other Borrower Documents shall be true and accurate on and as of the date of such Utilization.

(h) Other Documents. Such other documents, certificates, instruments or information relating to this Agreement or any Note or the transactions contemplated hereby as either the Lender or Ex-Im Bank may have reasonably requested.

(i) No Event of Default. No Event of Default and no event, which but for the giving of notice or the lapse of time or both would constitute an Event of Default, exists or will exist after giving effect to the requested Utilization.

SECTION 7. FEES AND EXPENSES

7.01 Fees.

(a) The Borrower shall pay or cause to be paid to Ex-Im Bank the following fees:

(i) a guarantee commitment fee ("Guarantee Commitment Fee") of one-eighth of one percent (0.1250%) per annum on the uncanceled and undisbursed balance from time to time of the Credit, computed on the basis of the actual number of days elapsed (including the first day but excluding the last), using a 360-day year, accruing from February 21, 2004, to the Final Disbursement Date, and payable on the thirtieth day following the date of this Agreement and thereafter on June 20 and December 20 of each year; and

(ii) no later than each Disbursement Date, an exposure fee (an "Exposure Fee") equal to 5.80% of the amount of the related Reimbursement or L/C Payment.

The parties hereto acknowledge and agree that the Guarantee Commitment Fee shall continue to accrue and become due and payable as described above during any period in which Utilizations are suspended as described in Section 10.02(a).

(b) The Borrower shall pay or cause to be paid to the Lender:

(i) An arrangement fee of US\$140,345.00, and

(ii) A disbursement fee of 0.10% calculated on the amount of each Disbursement, which shall be deducted from the funds to be disbursed under the Credit hereunder.

7.02 Taxes.

(a) The Borrower agrees to pay all amounts owing by it under this Agreement or any Note free and clear of and without deduction or withholding for or on account of any Taxes.

(b) The Borrower further agrees:

(i) that, if the Borrower is prevented by operation of law from paying any such Taxes or any such Taxes are required to be deducted or withheld, then the interest, fees or expenses required to be paid under this Agreement or any Note shall, on an after-tax basis, be increased by the amount necessary to yield to the Lender or Ex-Im Bank, as the case may be, interest, fees or expenses in the amounts provided for in this Agreement or such Note after the provision for the payment of all such Taxes;

(ii) that the Borrower shall, at the request of either the Lender or Ex-Im Bank, execute and deliver to the Lender or Ex-Im Bank, as the case may be, such further instruments as may be necessary or desirable to effect the payment of the increased amounts as provided for in subsection (i) above, including new Notes to be issued by the Borrower in exchange for any Note previously issued;

(iii) that the Borrower shall hold the Lender and Ex-Im Bank harmless from and against any liabilities with respect to any Taxes (whether or not properly or legally asserted), and

(iv) that, at the request of either the Lender or Ex-Im Bank, the Borrower shall provide the Lender and Ex-Im Bank, within the later of thirty (30) days after such request or thirty (30) days after the actual payment of such Taxes, with the original or a certified copy of evidence of the payment of any Taxes by the Borrower or, if no Taxes have been paid, provide the Lender and Ex-Im Bank, at the request of either the Lender or Ex-Im Bank, with a certificate from the appropriate taxing authority or an opinion of counsel acceptable to the Lender and Ex-Im Bank stating that no Taxes are payable.

(c) Notwithstanding anything to the contrary contained herein, the agreements in this Section 7.02 shall survive the termination of this Agreement and the payment of any Note and all other amounts due hereunder.

7.03 Expenses. (a) The Borrower agrees, whether or not the transactions hereby contemplated shall be consummated, to pay or reimburse the Lender and Ex-Im Bank, respectively, promptly upon demand for the payment of all reasonable and duly documented costs and expenses arising in connection with the preparation, printing, execution, delivery, registration, implementation, and modification of or waiver or consent under, the Borrower Documents and the MGA, including, without limitation, the reasonable and duly documented out-of-pocket expenses of the Lender and Ex-Im Bank (incurred in respect of telecommunications, mail or courier service, travel and the like), the reasonable and documented fees and expenses of counsel for the Lender and/or Ex-Im Bank, and all Taxes (including, without limitation, interest and penalties, if any) which may be payable in respect of the Borrower Documents and the MGA. The Borrower shall also pay all of the costs and expenses (including, without limitation, the reasonable and documented fees and expenses of counsel and all Taxes) incurred by or charged to the Lender or Ex-Im Bank in connection with the amendment or enforcement of any of the Borrower Documents or the protection or preservation

of any right or claim of the Lender or Ex-Im Bank arising out of any of the Borrower Documents. All amounts payable by the Borrower pursuant to this Section 7.03 shall be paid by the Borrower in the currency in which the same has been incurred and is payable by the Lender or Ex-Im Bank, as the case may be.

(b) The Borrower agrees to pay, indemnify and hold the Lender harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions (whether sounding in contract, in tort or on any other ground), judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance or administration of, or in any other way arising out of or relating to, the Borrower Documents or any action taken or omitted to be taken by the Lender with respect to any of the foregoing (all the foregoing, collectively, the "Indemnified Liabilities"); provided, however, that the Borrower shall have no obligation hereunder to the Lender with respect to Indemnified Liabilities arising solely from the gross negligence or willful misconduct of the Lender. Without prejudice to the survival of any other provision hereof, the terms of this Section 7.03(b) shall survive the termination of this Agreement and the repayment of the Notes and all other amounts payable hereunder.

(c) No claim shall be made by the Borrower or any other person against the Lender or any of its officers, directors, employees, affiliates, subsidiaries or agents for any special, indirect, punitive or consequential damages in respect of or arising from breach of contract or any other theory of liability relating to or in connection with the Borrower Documents, any transactions contemplated therein or any act, omission or event occurring in connection therewith, and all such claims are expressly waived and released; nor shall any claim be made by the Lender or any other person against the Borrower or any of its officers, directors, employees, affiliates, subsidiaries or agents for any special, indirect, punitive or consequential damages in respect of or arising from breach of contract or any other theory of liability relating to or in connection with the Borrower Documents, any transactions contemplated therein or any act, omission or event occurring in connection therewith, and all such claims are expressly waived and released.

7.04 Additional or Increased Costs.

(a) If, due to any Regulatory Change that: (i) changes the basis of taxation of any amounts payable to the Lender (other than taxes imposed on the overall net income of the Lender or of the office out of which it is acting hereunder); (ii) imposes or modifies any reserve, special deposit, deposit insurance or assessment affecting the Lender; or (iii) imposes any other condition affecting this Agreement or any Note, there shall be any increase in the cost to the Lender of agreeing to make or making, funding or maintaining any Utilization, then the Borrower shall from time to time, upon demand by the Lender, pay to the Lender additional amounts sufficient to compensate the Lender for such increased cost.

(b) Without duplication of Section 7.04(a), if the Lender, in its reasonable judgment, determines at any time that any Regulatory Change will have the effect of increasing the amount of capital required or expected to be maintained by the Lender (which term, for purposes of this Section 7.04(b), shall include any corporation controlling the Lender) based on the existence of the Lender's obligations hereunder, then the Borrower shall pay to the Lender, upon demand by

the Lender, such additional amounts as shall be required to compensate the Lender for the increased cost to the Lender as a result thereof (which compensation shall include, without limitation, an amount equal to any reduction in return on assets or equity of the Lender to a level below that which it could have achieved but for such Regulatory Change, taking into account the Lender's policies as to capital adequacy).

(c) "Regulatory Change" shall mean the introduction or change after the date of this Agreement of or in United States or foreign national, state or municipal laws or regulations or in the interpretation or administration thereof, or the adoption or making after such date of any directives or requests (whether or not having the force of law) by any United States or foreign national, state, or municipal court or monetary authority, or other Governmental Authority or Other Governmental Authority.

(d) The Lender shall take such reasonable steps, as it shall determine in its sole discretion, to minimize amounts demanded under this Section 7.04. In the event that the Lender transfers the booking office of the Credit to minimize amounts demanded under this Section 7.04, the Borrower shall pay any reasonable and documented costs and expenses incurred in such transfer on demand by the Lender.

(e) The Lender shall notify the Borrower of any event occurring after the date hereof entitling it to conversation under paragraph (a) or (b) of this Section 7.04 as soon as practicable as Lender obtain actual knowledge thereof. Each demand for payment by the Lender under this Section 7.04 shall be accompanied by a certificate showing in reasonable detail the basis for the calculation of the amounts demanded, which certificate, in the absence of manifest error, shall be conclusive and binding for all purposes.

SECTION 8. PAYMENTS

8.01 Method of Payment.

(a) All payments to be made by the Borrower under this Agreement and any Note shall be made without set-off or counterclaim in Dollars in immediately available and freely transferable funds no later than 11:00 A.M. (New York City time) on the date on which due (as applicable):

(i) to the Lender at Standard Chartered Bank, New York ABA #026002561, for Loan Operations, New York Account 3582-088462-001. Please reference Comision Federal de Electricidad, AP079193XX.

(ii) to Ex-Im Bank at the Federal Reserve Bank of New York for credit to Ex-Im Bank's account: U.S. Treasury Department 021030004 TREAS NYC/CTR/BNF=/AC-4984 OBI=Export-Import Bank Due _____ on EIB Guarantee No. AP079193-Mexico for [Commitment Fee] [Exposure Fee] [other: specify] from [insert full name of the Borrower].

(b) Except as otherwise provided herein, whenever any payment would otherwise fall due on a day which is not a Business Day, the due date for payment shall be the immediately succeeding Business Day and interest and fees shall be computed in accordance with Section 12.01.

8.02 Application of Payments. The Lender and Ex-Im Bank shall each apply payments received by it under this Agreement or any Note (whether at stated maturity, by reason of acceleration, prepayment or otherwise) in the following order of priority: (a) interest due pursuant to Section 5.02(a)(iii), but only to the extent such amounts are included in the "Guaranteed Amount" as such term is defined in the MGA; (b) Guarantee Commitment Fees, Exposure Fees and all other amounts due to Ex-Im Bank under this Agreement and not otherwise provided for under this Section 8.02; (c) interest due pursuant to Section 5.02(a)(i) or (ii); (d) installments of principal due in inverse order of maturity; and (e) all other amounts due under this Agreement and not otherwise provided for in this Section 8.02. Payments with respect to any Note shall be applied *pro rata* to each Note in accordance with the above priorities.

SECTION 9. REPRESENTATIONS, WARRANTIES, AND COVENANTS

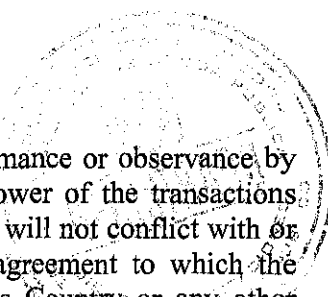
9.01 Representations and Warranties of the Borrower.

(a) The Borrower represents and warrants to the Lender and Ex-Im Bank that:

(i) Existence and Authority. The Borrower has full power, authority, and legal right to carry on its business as now conducted, and has taken all actions necessary or advisable to authorize it to execute, deliver, perform, and observe the terms and conditions of the Borrower Documents.

(ii) Government Authorizations. All consents, licenses, authorizations and approvals of, and exemptions by, any Governmental Authority and any Other Governmental Authority that are necessary or advisable: (A) for the execution, delivery, performance and observance by the Borrower of the Borrower Documents, including, without limitation, approvals relating to the availability and transfer of Dollars if applicable, required to make all payments due under this Agreement and any Note; (B) for the validity, binding effect and enforceability of the Borrower Documents; and (C) for the execution, delivery and performance of any Supply Contract, the importation of the Goods and Services, and use of the Eligible Goods and Services in the Borrower's Country; have, in each case, been obtained and are in full force and effect, if applicable.

(iii) Recordation. To ensure the legality, validity, enforceability, priority or admissibility in evidence in the Borrower's Country of any of the Borrower Documents, it is not necessary that any of the Borrower Documents be registered, recorded, enrolled or otherwise filed with any court or Other Governmental Authority, or notarized; or that any documentary, stamp or other similar tax, imposition, or charge of any kind be paid on or with respect to any of the Borrower Documents except for the registration of this Agreement or any Note with the Secretaria de Hacienda y Credito Publico of the Borrower's Country.



(iv) Restrictions. The execution, delivery and performance or observance by the Borrower of the terms of, and consummation by the Borrower of the transactions contemplated by, each of the Borrower Documents does not and will not conflict with or result in a breach or violation of: (A) any treaty or other agreement to which the Borrower's Country is subject; (B) any law of the Borrower's Country or any other ordinance, decree, constitutional provision, regulation, or other requirement of any Governmental Authority (including, without limitation, any restriction on interest that may be paid by the Borrower); or (C) any order, writ, injunction, judgment or decree of any court or other tribunal. Further, the Borrower's execution, delivery of the Borrower Documents, the performance of its obligations thereunder, and the consummation of the transactions contemplated by the Borrower Documents do not and will not conflict with or result in a breach of any agreement or instrument to which the Borrower is a party or to which it or any of its revenues, properties or assets may be subject, or result in the creation or imposition of any Lien upon any of the revenues, properties or assets of the Borrower pursuant to any such agreement or instrument.

(v) Binding Effect. The Borrower has duly executed and delivered this Agreement and the other Borrower Documents on or before the date hereof, and the Borrower will also duly execute and deliver each Note and each of the other Borrower Documents that may hereafter be executed. Each of the Borrower Documents that has been executed and delivered constitutes, and each such Borrower Document that may hereafter be executed and delivered will constitute, a direct, general and unconditional obligation of the Borrower that is legal, valid, and binding upon the Borrower and enforceable against the Borrower in accordance with its respective terms, except as such enforceability may be limited by applicable insolvency, reorganization, liquidation, moratorium, readjustment of debt or other similar laws affecting the enforcement of creditors' rights generally, and by the application of general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity. The Borrower's payment obligations under this Agreement rank, and under any Note when issued will rank, in all respects, at least *pari passu* in priority of payment and in right of security with all other unsecured and unsubordinated External Indebtedness of the Borrower.

(vi) Choice of Law. Under the conflict of laws principles in the Borrower's Country, the choice of law provisions of this Agreement and any Note are valid, binding, and not subject to revocation by the Borrower, and in any proceedings brought in the Borrower's Country for enforcement of any of the Borrower Documents, the choice of the law of the State of New York as the governing law of such documents will be recognized and such law will be applied.

(vii) Commercial Activity. The Borrower Documents and the transactions contemplated thereby constitute commercial activities (rather than governmental or public activities) of the Borrower, and the Borrower is subject to private commercial law with respect thereto. Neither the Borrower nor any of its property, assets, or revenue enjoys, under the laws of the Borrower's Country, any right of immunity from suit, court

jurisdiction, attachment prior to judgment, attachment in aid of execution, set-off, execution, or from any other legal process with respect to any of the obligations under this Agreement, any Note, or any of the other Borrower Documents except as provided under Article 4 of the Code of Civil Procedures of Mexico. The waiver of immunity contained in Section 11.04 is valid and enforceable in the Borrower's Country, and would be effective to waive such immunity should the Borrower become entitled to immunity in the future.

(viii) Legal Proceedings. No legal proceedings are pending or, to the best of the Borrower's knowledge, threatened before any court, Governmental Authority or any Other Governmental Authority that might: (A) materially and adversely affect the Borrower's financial condition, business or operations; (B) restrain or enjoin or have the effect of restraining or enjoining the performance or observance of the terms and conditions of any of the Borrower Documents; or (C) in any other manner question the validity, binding effect or enforceability of any of the Borrower Documents.

(ix) Supply Contract(s). No applicable law of the Borrower's Country is or will be violated by any Supply Contract or the Borrower's performance of its obligations thereunder.

(x) Use of Eligible Goods and Services. The Eligible Goods and Services will be used for lawful purposes and in a lawful manner.

(xi) Borrower Financial Statements. The Borrower Financial Statements present fairly the financial condition of the Borrower at the date of such statements and the results of the operations of the Borrower for such fiscal year. The Borrower Financial Statements have been prepared in accordance with generally accepted accounting principles in the Borrower's Country consistently applied. Except as fully reflected in the Borrower Financial Statements, there are no liabilities or obligations with respect to the Borrower of any nature whatsoever (whether absolute, accrued, contingent, or otherwise, and whether or not due) for the period to which the Borrower Financial Statements relate that, either individually or in the aggregate, would be material to the Borrower. Since the date of the Borrower Financial Statements, there has been no material adverse change in the financial condition, business, prospects, or operations of the Borrower.

(xii) No Taxes. There is no Tax imposed on or in connection with: (A) the execution, delivery or performance of any of the Borrower Documents; (B) the enforcement of any of the Borrower Documents; or (C) on any payment to be made to the Lender or Ex-Im Bank under any of the Borrower Documents.

(xiii) No Delinquency on Amounts Due to the United States. To the best of the Borrower's knowledge and belief after due diligence, the Borrower is not delinquent on any amounts due and owing to any Other Governmental Authority of the United States as of the date of this Agreement.

(xiv) Suspension and Debarment, etc. The Borrower and each of its Principals individually, have not within the past 3 years been (a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in, a Covered Transaction, (b) formally proposed for debarment, with a final determination still pending, (c) indicted, convicted or had a civil judgment rendered against it for any of the offenses listed in the Debarment Regulations, or (d) delinquent on any substantial debts owed to the U.S. Government or its agencies or instrumentalities as of the date hereof. All capitalized terms not defined in this paragraph shall have the meanings set forth in the Debarment Regulations.

(xv) No Event of Default. No Event of Default and no event, which but for the giving of notice or the lapse of time or both would constitute an Event of Default, has occurred and is continuing.

(b) The representations and warranties of the Borrower set forth in Section 9.01(a) shall be deemed repeated as of the date of each Utilization, with the same force and effect as if made on such date.

9.02 Affirmative Covenants of the Borrower. The Borrower covenants and agrees that until all amounts owing under this Agreement and the Note or Notes have been paid in full, the Borrower will, unless the Lender and Ex-Im Bank shall have consented otherwise in writing:

(a) Notice of Defaults. Promptly, but in no event later than ten (10) calendar days after the occurrence of an Event of Default or of any event, which but for the giving of notice or the lapse of time or both would constitute an Event of Default, notify the Lender and Ex-Im Bank by facsimile or hand delivery of the particulars of such occurrence and the corrective action proposed to be taken by the Borrower with respect thereto.

(b) Financial Reports. Beginning with the fiscal year in which this Agreement is executed and continuing until all amounts owing under this Agreement and the Note or Notes have been paid in full, furnish to the Lender and Ex-Im Bank (attn: Asset Management Division), within 180 days after the end of its fiscal year, a copy of its annual consolidated financial statements, including its balance sheet, statement of income, and statement of cash flow for that fiscal year, all of which shall have been audited by an independent accounting firm acceptable to Ex-Im Bank. All financial reports to be submitted to the Lender or Ex-Im Bank shall be prepared in accordance with generally accepted accounting principles in the Borrower's Country consistently applied, shall be in the English language (or accompanied by an accurate English translation), shall include the auditor's opinion and any accompanying notes, and shall fairly present the financial condition of the Borrower and the results of its operations for the periods covered. The Borrower agrees to submit to the Lender and Ex-Im Bank such additional financial reports and other data and information regarding its financial condition, business, and operations as the Lender or Ex-Im Bank may reasonably request.

(c) Inspections. Permit representatives of the Lender and Ex-Im Bank to make reasonable inspections of the project using or incorporating the Eligible Goods and Services, and

of the Borrower's books and records in connection with this Agreement and the transactions contemplated hereby (including, without limitation, records regarding the use of the Eligible Goods and Services), and cause the officers and employees of the Borrower to give full cooperation and assistance in connection therewith.

(d) Notice of Disputes. Promptly give written notice to the Lender and Ex-Im Bank of any material dispute which may exist between the Borrower and (i) any Governmental Authority thereof, (ii) any Other Governmental Authority, or (iii) any international financial institutions.

(e) Government Authorizations. Promptly obtain and maintain all consents, licenses, authorizations and approvals of, and exemptions by, any Governmental Authority and any Other Governmental Authority that are necessary or advisable: (i) for the execution, delivery, performance, and observance by the Borrower of the Borrower Documents, including, without limitation, all approvals relating to the availability and transfer of U.S. Dollars, if applicable, required to make all payments due under this Agreement and any Note; (ii) for the validity, binding effect and enforceability of the Borrower Documents; and (iii) for the execution, delivery and performance of any Supply Contract, the importation of the Goods and Services, and use of the Eligible Goods and Services in the Borrower's Country, if applicable.

(f) Pari Passu. Ensure that its payment obligations under this Agreement and any Note will at all times constitute the direct, general and unconditional obligations of the Borrower and rank in all respects at least pari passu in priority of payment and in right of security with all other unsecured and unsubordinated External Indebtedness of the Borrower.

(g) Notice of Suspension or Debarment. Provide immediate written notice to Ex-Im Bank if at any time it learns that the certification set forth in Section 9.01(a)(xiv) was erroneous when made or has become erroneous by reason of changed circumstances.

(h) Acquisition List. Obtain the prior written consent of the Lender and Ex-Im Bank to any alteration of the Acquisition List.

(i) Supply Contract(s). Obtain the prior written consent of the Lender and Ex-Im Bank to any assignment of the Borrower's rights or obligations under any Supply Contract or to any material modification to or cancellation of any Supply Contract.

(j) Progress and Technical Operating Reports.

(i) Progress Reports. Beginning with the calendar quarter in which this Agreement is executed and continuing until the construction of the San Lorenzo and Tuxpan power plants (the "Project") is completed or until all amounts owing under this Agreement and the Note or Notes have been paid in full, whichever occurs first, submit to Ex-Im Bank (attn: Engineering and Environment Division) within 30 calendar days following the end of each calendar year a progress report ("Progress Report") with respect to the construction and development of the Project. Each Progress Report must be certified as correct by the Borrower and the report and the certification must be in

form and substance satisfactory to Ex-Im Bank. Each Progress Report shall include the following:

(A) a narrative statement of (i) the work completed on the Project during the quarter, including an explanation as to any change in the plans and any unusual conditions or problems encountered, and (ii) a work schedule for the next succeeding quarter;

(B) a list of the equipment delivered and a list of the equipment installed to date and during the applicable quarter;

(C) pertinent photographs (titled and dated) of construction and equipping operations;

(D) a project construction and completion schedule showing (i) originally planned and actual progress and percentage completion, (ii) the currently estimated date of operation of the Project, and (iii) an explanation of any revisions to the original Project construction and completion schedule; and

(E) the total estimated cost of the Project by major components (with Dollar cost, local cost and other currency cost shown separately), the total cost incurred to date and during the applicable quarter, and an explanation of the reasons for any decrease or increase in the actual or estimated costs required to complete the Project over those originally estimated or estimated in previous Progress Reports.

(ii) Technical Operating Reports. Within sixty (60) days following the completion of the Project, and continuing annually thereafter until all amounts owing under this Agreement and the Note or Notes have been paid in full, submit to Ex-Im Bank (attn: Engineering and Environment Division) copies in English of its regular production and operating reports (each such report, a "Technical Operating Report"). These reports shall include (A) information concerning raw materials, production, manufacturing cost, inventory and proposed or on-going capital improvements, and (B) a statement concerning any problems (including, without limitation, environmental problems), known or anticipated, together with an explanation thereof, and shall be supplemented by such other related information, as Ex-Im Bank may request.

(k) Other Acts. From time to time, do and perform any and all acts and execute any and all documents as may be necessary or as reasonably requested by the Lender or Ex-Im Bank in order to effect the purposes of this Agreement and to protect the interests of the Lender and Ex-Im Bank in any Note and the interests of the Lender in the Ex-Im Bank Guarantee.

9.03 Negative Covenants of the Borrower. The Borrower covenants and agrees that until all amounts owing under this Agreement and the Note or Notes have been paid in full, it will not, without the prior written consent of the Lender and Ex-Im Bank:

(a) Sale, Lease or Transfer of Eligible Goods and Services. Sell, lease or otherwise transfer, or agree to sell, lease or otherwise transfer, any Eligible Goods and Services (or any component thereof) to any Person.

(b) Use of the Eligible Goods and Services. Use or permit the use of the Eligible Goods and Services outside the Borrower's Country.

(c) Change in Business. Make any substantial change in the scope or nature of its business or operations.

(d) Merger, Consolidation, Dissolution, and Sale. Merge or consolidate with any other entity; sell a substantial number of shares under a privatization program; dissolve or terminate its legal existence; sell, lease, transfer or otherwise dispose of any substantial part of its properties or any of its properties essential to the conduct of its business or operations, as now or hereafter conducted; or enter into any agreement to do any of the foregoing. For purposes of clarification, the Borrower shall advise Ex-Im Bank, in writing, of a merger, sale, consolidation or privatization and Ex-Im Bank may consent to a request from the Borrower under this paragraph 9.03(d), provided that the following conditions are met: (i) the acquiring entity is a company duly organized and validly existing under the applicable laws of Mexico or another state thereof; (ii) immediately after giving effect to such transaction, no event shall occur and be continuing which constitutes a Default or Event of Default, (iii) immediately after giving effect to such transaction, the financial condition of the Borrower shall, in Ex-Im Bank's sole determination, be at least equal to the financial condition of the Borrower immediately prior to such event, (iv) the Federal Government of Mexico provides an acknowledgement of the financial and credit obligations of the Borrower, and (v) the Borrower shall deliver to Ex-Im Bank a certificate of a duly authorized officer of the Borrower and an opinion of counsel, satisfactory to Ex-Im Bank, each stating that such transaction complies with this paragraph and that all conditions precedent herein provided for relating to the transaction have been complied with or are satisfied, and as to such other matters that Ex-Im Bank may reasonably request. Nothing contained herein shall relieve the Borrower from its obligations under this Agreement.

(e) Suspension and Debarment, etc. Knowingly enter into any transactions in connection with the Eligible Goods and Services with any person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in procurement or non-procurement transactions with any United States federal government department or agency pursuant to any of the Debarment Regulations.

SECTION 10. CANCELLATION, SUSPENSION, AND EVENTS OF DEFAULT

10.01 Cancellation by the Borrower. The Borrower may cancel at any time all or any part of the undisbursed and uncanceled amount of the Credit for which Letters of Credit have not been issued, advised or confirmed, provided that thirty (30) days' prior written notice is given to the Lender and Ex-Im Bank. In the event of a cancellation of all or part of the Credit by the Borrower, the Borrower, on or before the proposed date of cancellation, shall pay (a) to Ex-Im Bank all Guarantee Commitment Fees accrued and unpaid under Section 7.01(a) and all other amounts due and payable to Ex-Im Bank under this Agreement as of the proposed date of

cancellation and (b) to the Lender any commitment fees accrued and unpaid under Section 7.01(b) and all other amounts due and payable to the Lender under this Agreement as of the proposed date of cancellation.

10.02 Suspension and Cancellation by Ex-Im Bank.

(a) If an Event of Default should occur and be continuing, Ex-Im Bank, by written notice to the Lender and the Borrower may: (i) suspend further Utilizations of the Credit until Ex-Im Bank is satisfied that the cause of such suspension has been removed; or (ii) cancel the unutilized and uncanceled amount of the Credit, provided, however, that Ex-Im Bank shall not suspend or cancel any portion of the Credit for which Letters of Credit have been issued, advised or confirmed. In the event of a cancellation of all or part of the Credit by Ex-Im Bank, the Borrower shall pay (1) to Ex-Im Bank all Guarantee Commitment Fees accrued and unpaid under Section 7.01(a) and all other amounts due and payable to Ex-Im Bank under this Agreement as of the date of cancellation and (2) to the Lender all other amounts due and payable to the Lender under this Agreement as of the date of cancellation.

(b) If all of the conditions precedent to the first Utilization, as described in Section 6, are not fulfilled to the satisfaction of Ex-Im Bank (in its sole discretion) on or prior to the "Required Operative Date" specified on the Term Sheet hereof, then, after taking into account the circumstances of such failure, Ex-Im Bank may, by written notice to the Lender and the Borrower, cancel the Credit.

10.03 Events of Default and Remedies.

(a) Events of Default. Each of the following events or conditions shall be an "Event of Default" under this Agreement:

(i) any failure by the Borrower to pay when due any amount owing under this Agreement or any Note;

(ii) any failure by the Borrower to comply with its obligations under Section 9.02(a);

(iii) any representation or warranty made or deemed made by the Borrower in this Agreement or in connection herewith, or any statement made in any certificate, or report, or financial statement furnished by the Borrower to the Lender or Ex-Im Bank, or any statement made in the legal opinions of the Borrower concerning facts relating to the Borrower, or the transactions contemplated hereby, has proven to have been false or misleading in any material respect when made;

(iv) any failure by the Borrower to perform or comply with any of the covenants or provisions set forth in this Agreement (exclusive of any events specified as an Event of Default in any other subsection of this Section 10.03(a)), which failure, if capable of being cured, remains uncured for a period of thirty (30) days after the Lender or Ex-Im Bank has given written notice thereof to the Borrower;

(v) any failure by the Borrower to pay the Government of the United States, or any political subdivision, agency, department or any other administrative authority or instrumentality thereof, including without limitation any local or other governmental agency or authority within the United States when due, including any period of grace provided to the Borrower with respect thereto, any amounts payable under any other agreement or instrument providing for the payment by the Borrower of borrowed money, or for the deferred purchase price of property or services received, or any such amount has, prior to the stated maturity thereof, become due, or any event specified in any such agreement or instrument shall occur, the effect of which event is to cause or (with the giving of notice or lapse of time or both) to permit any Person to cause such amounts to become due or to be repaid in full prior to their stated maturity;

(vi) any failure by the Borrower to pay any party, except for the Government of the United States, or any political subdivision, agency, department or any other administrative authority or instrumentality thereof, including without limitation any local or other governmental agency or authority within the United States (which failure shall be subject to Section 10.03(a)(v) when due, including any period of grace provided to the Borrower with respect thereto, any amounts payable in excess, of U.S.\$50,000,000 under any other agreement or instrument providing for the payment by the Borrower of borrowed money or External Indebtedness or for the deferred purchase price of property or services received, or any such amount has, prior to the stated maturity thereof, become due, or any event specified in any such agreement or instrument shall occur the effect of which event is to cause, or (with the giving of notice or lapse of time or both) to permit any Person to cause, such amounts to become due, or to be repaid in full, prior to their stated maturity;

(vii) the Borrower shall (A) be unable generally to pay its debts as they fall due or shall admit in writing its inability to pay its debts as they fall due or shall become insolvent; or the Borrower shall apply for or consent to the appointment of any liquidator, receiver, trustee, or administrator for all or a substantial part of its business, properties, assets, or revenues; or a liquidator, receiver, trustee, or administrator shall be appointed for the Borrower and such appointment shall continue undismissed, undischarged, or unstayed for a period of thirty (30) days; (B) the Borrower shall institute (by petition, application, answer, consent, or otherwise) any bankruptcy arrangement, readjustment of debt, dissolution, liquidation, or similar executory or judicial proceeding, or a bankruptcy, arrangement, readjustment of debt, dissolution, liquidation, or similar executory or judicial proceeding shall be instituted against the Borrower and shall remain undismissed, undischarged, or unstayed for a period of thirty (30) days; (C) take any action seeking to take advantage of any other law relating to bankruptcy, insolvency, liquidation, termination, dissolution, winding up, or composition or readjustment of debts; or (D) take any corporate or similar action for the purpose of effecting any of the foregoing;

(viii) any involuntary Lien shall have been created upon the property of the Borrower in an amount, the required payment of which by the Borrower would, in the

judgment of Ex-Im Bank, materially and adversely affect the ability of the Borrower to pay its indebtedness under this Agreement or any Note; and such Lien has not been removed or discharged for a period of thirty (30) days from the date of its creation;

(ix) any judgment against the Borrower shall have been entered on a claim not covered by insurance in an amount, the required payment of which by the Borrower would, in the judgment of Ex-Im Bank, materially and adversely affect the ability of the Borrower to pay its indebtedness under this Agreement or any Note; and such judgment has not been removed or discharged for a period of thirty (30) days from the date of its entry;

(x) any Governmental Authority or Other Governmental Authority shall have taken any action that, in the judgment of Ex-Im Bank, would affect materially and adversely the ability of the Borrower to pay its indebtedness under this Agreement or any Note;

(xi) any authorization, approval, consent, license, exemption, filing, registration, notarization or other requirement of any governmental, judicial or public body or authority necessary to enable the Borrower to comply with its obligations hereunder or under any Note shall have been revoked, rescinded, suspended, held invalid or otherwise limited in effect in a manner that would affect materially and adversely the Borrower's ability to perform its obligations hereunder or under any Note; or any law, rule or regulation, decree or directive of any competent authority shall be enacted or issued that shall impair materially and adversely the ability or the right of the Borrower to perform such obligations; or it shall become unlawful for the Borrower to perform any such obligations;

(xii) any Supply Contract, or the performance by any party thereto of such party's obligations under any Supply Contract, in the judgment of Ex-Im Bank, contravenes any applicable law;

(xiii) the Borrower repudiates this Agreement or does or causes to be done any act or thing evidencing an intention to repudiate this Agreement; or

(xiv) any other event occurs or any other circumstance arises which, in the judgment of Ex-Im Bank, is likely materially and adversely to affect the ability of the Borrower to perform all or any of its obligations under this Agreement or any Note.

(b) Remedies. Upon the occurrence of any Event of Default, and at any time thereafter, if such event is continuing, Ex-Im Bank, by written notice to the Borrower and the Lender, may declare immediately due and payable (i) all or any portion of the principal amount of the Credit and any Note then outstanding, including accrued interest thereon to the date of payment, and (ii) all other amounts owing under this Agreement. Except as expressly provided in Section 10.03(a), presentment, demand, protest and all other notices of any kind are hereby expressly waived. The aforementioned right to accelerate is in addition to and not a substitute

for any other rights and remedies available to the Lender and/or Ex-Im Bank under this Agreement and any Note and under applicable laws.

SECTION 11. GOVERNING LAW AND JURISDICTION

11.01 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, U.S.A.

11.02 Submission to Jurisdiction. The Parties hereto irrevocably agree that any legal suit, action or proceeding arising out of or relating to any of the Borrower Documents, or any of the transactions contemplated thereby, may be instituted by the other parties hereto or any party to any Borrower Document in the Courts of the State of New York or the Federal Courts sitting in the Borough of Manhattan, City of New York, State of New York. The Borrower hereby irrevocably waives, to the fullest extent permitted by law, any objection which the Borrower may have now or hereafter to the laying of the venue or any objection based on forum non conveniens, or based on the grounds of jurisdiction with respect to any such legal suit, action or proceeding, and irrevocably submits generally and unconditionally to the jurisdiction of any such court in any such suit, action or proceeding. The Borrower agrees that a judgment in any such action or proceeding shall be conclusive and binding upon the Borrower and may be enforced in any other jurisdiction, including without limitation, the Borrower's Country, by suit upon such judgment, a certified copy of which shall be conclusive evidence of the judgment; provided, however, that in the case of enforcement in the Borrower's Country, the judgment will be subject to public policy provisions in accordance with the federal civil procedure laws of Mexico.

11.03 Service of Process.

(a) In the case of the Courts of the State of New York or of the Federal Courts sitting in the State of New York, the Borrower hereby designates, appoints and empowers Consul-General of the United Mexican States, 27 East 39th Street, New York, New York 10016, U. S. A. as its authorized agent to accept, receive and acknowledge, for and on behalf of the Borrower, its properties and revenues, service of any and all process which may be served in any action, suit or proceeding of the nature referred to above in the State of New York, which appointment shall be irrevocable until the appointment and acceptance of a successor authorized agent pursuant to the provisions of Section 11.03(d).

(b) The Borrower further agrees that such service of process may be made personally or by United States mail, by a recognized courier or by delivering a copy of the summons and complaint or other legal process in any such legal suit, action or proceeding to the Borrower in care of its agent designated above at the aforesaid address, and each such agent is hereby authorized to accept, receive and acknowledge the same for and on behalf of the Borrower and to admit service with respect thereto. Service upon each such agent shall be deemed to be personal service on the Borrower and shall be legal and binding upon the Borrower for all purposes notwithstanding any failure to send copies of such legal process to the Borrower or any failure on the part of the Borrower to receive the same, and shall be deemed completed upon the delivery thereof to such agent whether or not such agent shall give notice thereof to the Borrower

or upon the earliest other date permitted by applicable law (including, without limitation, the United States Foreign Sovereign Immunities Act of 1976, as amended).

(c) To the extent permitted by applicable law, including, without limitation, treaties by which the United States and the Borrower's Country, as the case may be, are bound, the Borrower further irrevocably agrees to the service of process of any of the aforementioned courts in any suit, action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, return receipt requested, to the Borrower at the address referenced in Section 12.02, such service to be effective upon the date indicated on the postal receipt returned from the Borrower.

(d) The Borrower agrees that it will at all times continuously maintain an agent to receive service of process in the State of New York on behalf of itself and its properties and revenues, and, in the event that for any reason its agent designated above shall not serve as agent for the Borrower to receive service of process in the State of New York on its behalf, the Borrower shall promptly appoint a successor satisfactory to the Lender and Ex-Im Bank so to serve, advise the Lender and Ex-Im Bank thereof, and deliver to the Lender and Ex-Im Bank evidence in writing of the successor agent's acceptance of such appointment. The foregoing provisions constitute, among other things, a special arrangement for service between the parties to this Agreement for the purposes of 28 U.S.C. §1608.

11.04 Waiver of Immunity. The Borrower hereby irrevocably agrees that, to the extent that the Borrower or any of its assets has or may hereafter acquire any right of immunity, whether characterized as sovereign immunity or otherwise, from any legal proceedings, whether in the United States, the Borrower's Country or elsewhere, to enforce or collect upon the Credit or any Note or any other liability or obligation of the Borrower related to or arising from the transactions contemplated by any of the Borrower Documents, including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment, the Borrower hereby expressly and irrevocably waives any such immunity and agrees not to assert any such right or claim in any such proceeding, whether in the United States, the Borrower's Country or elsewhere; except as provided under Article Four of the Federal Code of Civil Procedures of Mexico.

11.05 Waiver of Security Requirements. To the extent the Borrower may, in any action or proceeding arising out of or relating to any of the Borrower Documents brought in the Borrower's Country or elsewhere, be entitled under applicable law to require or claim that the Lender or Ex-Im Bank post security for costs or take similar action, the Borrower hereby irrevocably waives and agrees not to claim the benefit of such entitlement.

11.06 No Limitation. Nothing in this Section 11 shall affect the right of the Lender or Ex-Im Bank to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Borrower in the Borrower's Country or in any other jurisdiction.

SECTION 12. MISCELLANEOUS

12.01 Computations. Each determination of an interest rate or fee by the Lender or Ex-Im Bank pursuant to any provision of this Agreement or any Note, in the absence of manifest error, shall be conclusive and binding on the Borrower. All computations of interest and fees hereunder and under any Note shall be made on the basis of a year of 360 days and actual days elapsed.

12.02 Notices. Except as otherwise specified, all notices given hereunder shall be in writing in the English language, shall include the applicable Transaction Number and shall be given by mail, facsimile or personal delivery, and shall be deemed to be given for the purposes of this Agreement on the day that such notice is received by the intended recipient thereof, except for notices given by Ex-Im Bank pursuant to Section 10, which shall be deemed given on the earlier of: (a) the day on which such notice is received by the intended recipient; EXCEPT FOR NOTICES GIVEN BY Ex-Im Bank pursuant to Section 10 which shall be deemed given on the day such notice is deposited in the mail or sent by facsimile, or personal delivery. Unless otherwise specified in a notice delivered in accordance with this Section 12.02, all notices shall be delivered to the parties hereto at their respective addresses indicated on the Term Sheet.

12.03 Disposition of Indebtedness. The Lender may sell, assign, transfer, pledge, negotiate, grant participations in or otherwise dispose of all or any part of its interest in all or any part of the Borrower's indebtedness under this Agreement and any Note to any financial institution that is a Foreign Financial Institution or Mexican Bank (collectively, a "Disposition of Indebtedness"), and any such party shall enjoy all the rights and privileges of the Lender under this Agreement and each Note that is the subject of such Disposition of Indebtedness; provided, however, that such Disposition of Indebtedness shall not, without the prior written consent of Ex-Im Bank, relieve the Lender of its duties under this Agreement or the MGA. The Borrower shall, at the request of the Lender, execute and deliver to the Lender, or to any party that the Lender may designate, any such further instruments as may be necessary or desirable to give full force and effect to a Disposition of Indebtedness by the Lender. Notwithstanding anything to the contrary contained herein, the Borrower may not assign or otherwise transfer any of its debts or obligations under this Agreement or any Note without the prior written consent of Ex-Im Bank and the Lender.

12.04 Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

12.05 Termination of Ex-Im Bank Guarantee. In the event the Ex-Im Bank Guarantee terminates in its entirety pursuant to terms and conditions of the MGA, as of the date of termination, the rights of Ex-Im Bank under Section 10 shall automatically be deemed to have been assigned to the Lender.

12.06 Disclaimer. Neither Ex-Im Bank nor the Lender shall be responsible in any way for the performance of any Supply Contract, and no claim against the Exporter or any other person with respect to the performance of any Supply Contract will affect the obligations of the Borrower under any of the Borrower Documents.

12.07 No Waiver; Remedies Cumulative. No failure or delay on the part of the Lender or Ex-Im Bank in exercising any right, power, or privilege under this Agreement or any Note, and no course of dealing between or among the Borrower, the Lender, and/or Ex-Im Bank shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or under any Note preclude any other right, power or privilege hereunder or thereunder. The rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies that the Lender or Ex-Im Bank would otherwise have. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the rights of the Lender or Ex-Im Bank to any other or further action in any circumstances without notice or demand.

12.08 Entire Agreement. This Agreement contains the entire agreement among the parties hereto regarding the Credit except for (a) the agreements between Ex-Im Bank and the Lender in the MGA and Ex-Im Bank Approval and (b) any agreements between the Lender and the Borrower regarding obligations of the Borrower not covered by the Ex-Im Bank Guarantee. As between the Lender and Ex-Im Bank, in the event of any inconsistency between the terms of this Agreement and the terms of either the MGA or the Ex-Im Bank Approval, the terms of such Ex-Im Bank Approval shall govern first and the terms of such MGA shall govern second, both superseding the terms hereof to the extent of such difference.

12.09 Amendment or Waiver. This Agreement may not be changed, discharged or terminated without the written consent of the parties hereto, and no provision hereof may be waived without the written consent of the party to be bound thereby.

12.10 Counterparts. This Agreement may be signed in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

12.11 Judgment Currency. All payments of principal, interest, fees or other amounts due hereunder and under any Note shall be made in U.S. Dollars, regardless of any law, rule, regulation or statute, whether now or hereafter in existence or in effect in any jurisdiction, which affects or purports to affect such obligations. The obligation of the Borrower in respect of any amount due under this Agreement or any Note, notwithstanding any payment in any other currency (whether pursuant to a judgment or otherwise), shall be discharged only to the extent of the amount in U.S. Dollars that the Person entitled to receive that payment may, in accordance with normal banking procedures, purchase with the sum paid in that other currency (after any premium and costs of exchange) on the Business Day immediately succeeding the day on which that Person receives that payment. If the amount in U.S. Dollars that may be so purchased for any reason falls short of the amount originally due, the Borrower shall pay such additional amounts, in U.S. Dollars, to compensate for the shortfall. Any obligation of the Borrower not discharged by that payment shall continue to be due as a separate and independent obligation and shall accrue interest in accordance with Section 5.02 until discharged as provided herein.

12.12 English Language. All documents to be delivered by any party hereto pursuant to the terms hereof shall be in the English language or, if originally written in another language,

shall be accompanied by an accurate English translation, upon which the other parties hereto shall have the right to rely for all purposes under this Agreement and any Note.

12.13 Severability. To the extent permitted by applicable law, the illegality or unenforceability of any provision of this Agreement shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement.

12.14 Waiver of Jury Trial. FOR THE PURPOSES OF THIS AGREEMENT AND EACH OTHER BORROWER DOCUMENT, EACH OF THE BORROWER, THE LENDER, AND EX-IM BANK HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, WITH ANY OTHER BORROWER DOCUMENT, WITH ANY COURSE OF CONDUCT, WITH ANY COURSE OF DEALING, WITH ANY STATEMENTS (WHETHER VERBAL OR WRITTEN), OR WITH ANY ACTIONS OR OMISSIONS OF ANY PARTY HERETO OR OF ANY OTHER PERSON RELATING TO THIS AGREEMENT OR TO ANY OTHER BORROWER DOCUMENT.

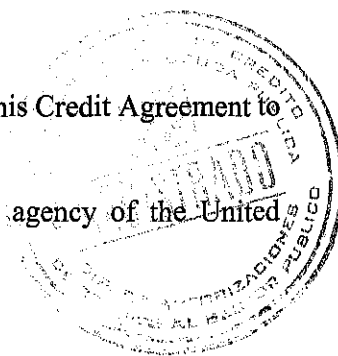
IN WITNESS WHEREOF, each of the parties hereto has caused this Credit Agreement to be duly executed and delivered as of the date first above written.

COMISION FEDERAL DE ELECTRICIDAD, A decentralized public agency of the United Mexican States, as Borrower

By: [Signature]
(Signature)

Name: ENRIQUE ROMAN ENRIQUEZ
(Print)

Title: MANAGING DIRECTOR OF FINANCE
(Print)



STANDARD CHARTERED BANK

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

EXPORT-IMPORT BANK OF THE UNITED STATES

By: _____
(Signature)

Name: _____
(Print)

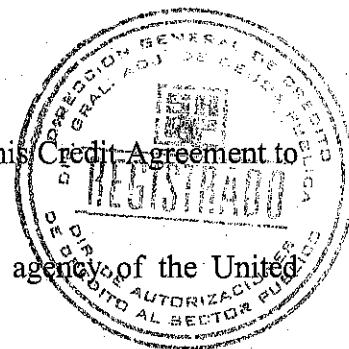
Title: _____
(Print)

Ex-Im Bank Transaction No. APO79193XX-Mexico



IN WITNESS WHEREOF, each of the parties hereto has caused this Credit Agreement to be duly executed and delivered as of the date first above written.

COMISION FEDERAL DE ELECTRICIDAD, A decentralized public agency of the United Mexican States, as Borrower



By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

STANDARD CHARTERED BANK

By: *Gordon Hough*
(Signature)

Name: Gordon Hough
Senior Vice President

Title: _____
(Print)

By: *Ana M Marchan*
(Signature)

Name: Ana M Marchan
Assistant Vice President A2380

Title: _____
(Print)

EXPORT-IMPORT BANK OF THE UNITED STATES

By: *David C. Chavern*
(Signature)

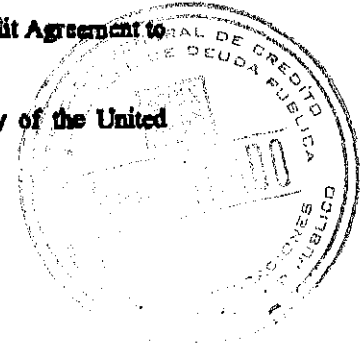
Name: David C. Chavern
Deputy General Counsel

Title: _____
(Print)

Ex-Im Bank Transaction No. APO79193XX-Mexico

IN WITNESS WHEREOF, each of the parties hereto has caused this Credit Agreement to be duly executed and delivered as of the date first above written.

COMISION FEDERAL DE ELECTRICIDAD, A decentralized public agency of the United Mexican States, as Borrower



By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

STANDARD CHARTERED BANK

By: _____
(Signature)

Name: Gordon Hough
Senior Vice President

Title: _____
(Print)

By: _____
(Signature)

Name: Ana M Marchan
Assistant Vice President A2380

Title: _____
(Print)

EXPORT-IMPORT BANK OF THE UNITED STATES

By: _____
(Signature)

Name: David C. Chavern
Deputy General Counsel

Title: _____
(Print)

Ex-Im Bank Transaction No. APO79193XX-Mexico

Execution Copy

Annex A-1

FORM OF GLOBAL FLOATING RATE NOTE

COMISION FEDERAL DE ELECTRICIDAD

PROMISSORY NOTE

U.S.\$140,345,547

_____, 20__

FOR VALUE RECEIVED, Comision Federal de Electricidad, Avenida Paseo de la Reforma, No. 164, Colonia Juarez Delegacion Cuauhtemoc, C. P. 06600 Mexico, D. F., Mexico (the "Maker"), by this promissory note (this "Note") hereby unconditionally promises to pay to the order of Standard Chartered Bank (the "Lender") at 1 Madison Avenue, New York, NY 10010, ABA #026002561 for Loan Operations, New York Account, 3582-088462-001 the principal sum of One Hundred Forty Million Three Hundred Forty-Five Thousand Five Hundred Forty-Seven U.S. Dollars (U.S.\$140,345,547) or such lesser amount as shall be advanced by the Lender to the Maker in installments as hereinafter provided, and to pay interest on the principal balance hereof from time to time outstanding, as hereinafter provided, at the rate of seven hundredths of one percent (0.07%) per annum above LIBOR. Beginning on the Ex-Im Bank Claim Payment Date (hereinafter defined), the definition of Special LIBOR shall apply for all purposes, including, without limitation, the fifth paragraph hereof, in place of the definition of LIBOR. All capitalized terms not defined herein have the meanings assigned to them in the Agreement (hereinafter defined).

The principal hereof shall be paid in twenty-four (24) approximately equal, successive semi-annual installments, the first of which shall be due and payable on September 20, 2004. The remaining installments shall be due and payable semi-annually thereafter on March 20 and September 20 of each year (each, a "Payment Date"), provided that, on the last Payment Date, the Maker shall repay in full the principal amount hereof then outstanding.

Interest on this Note is payable on each Payment Date, beginning on September 20, 2004. Interest will be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the last day) over a year of 360 days.

If any amount of the principal or accrued interest on this Note is not paid in full when due (whether at stated maturity, by acceleration, or otherwise), the Maker shall pay to the Lender on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full at an interest rate per annum equal to one percent (1.00%) per annum above the interest rate then applicable under first paragraph hereof.

Notwithstanding the fourth paragraph hereof, beginning on the date on which Ex-Im Bank shall have made a claim payment to the Lender under the MGA ("Ex-Im Bank Claim Payment Date"), in the event any amount of principal of or accrued interest on this Note owing to Ex-Im Bank is not paid in full when due (whether at stated maturity, by acceleration, or otherwise), the Maker shall pay to Ex-Im Bank on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full, at an interest rate per annum equal to one percent (1%) per annum above the interest rate then applicable under the first paragraph hereof.

This is one of the Notes referenced in Section 5.06 of the Credit Agreement, dated as of _____, 2004 (the "Agreement") by and among the Maker, the Lender, and the Export-Import Bank of the United States. This Note is entitled to the benefits of, and is governed in all respects by, the terms of the Agreement, which Agreement, among other things, contains provisions for the payment of principal and interest (including default interest) hereon without set-off, counterclaim, deduction, withholding on account of taxes levied or imposed under the laws of the government of Mexico, restrictions and conditions of whatever nature, and for acceleration of the maturity hereof upon the happening of certain stated events. The principal amount hereof may be prepaid in accordance with terms of the Agreement. All payments received hereunder shall be applied in accordance with the order of priority set forth in Section 9.02 of the Agreement.

The Maker hereby waives demand, diligence, presentment, protest, and notice of every kind, and warrants to the holder that all actions and approvals required for the execution and delivery hereof as a legal, valid, and binding obligation of the undersigned, enforceable in accordance with the terms hereof, have been duly taken and obtained.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, U.S.A.

COMMISSION FEDERAL DE ELECTRICIDAD

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

Promissory Note No. _____

FORM OF GLOBAL FIXED RATE NOTE

Annex A-2

COMISION FEDERAL DE ELECTRICIDAD

PROMISSORY NOTE

U.S.\$ _____, 20__

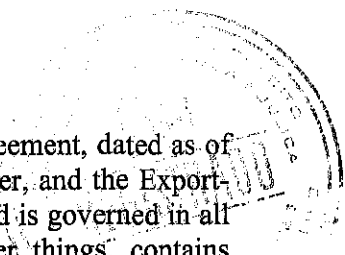
FOR VALUE RECEIVED, Comision Federal de Electricidad, Avenida Paseo de la Reforma, No. 164, Colonia Juarez Delegacion Cuauhtemoc, C. P. 06600 Mexico, D. F., Mexico (the "Maker"), by this promissory note (this "Note") hereby unconditionally promises to pay to the order of Standard Chartered Bank (the "Lender") at 1 Madison Avenue, New York, NY 10010, ABA #026002561 for Loan Operations, New York Account, 3582-088462-001 the principal sum of _____ U.S. Dollars (U.S.\$ _____) or such lesser amount as the Lender shall advance to the Maker in installments as hereinafter provided and to pay interest on the principal balance hereof from time to time outstanding, as hereinafter provided, at the rate of _____ percent (____%) per annum.

The principal hereof shall be paid in _____ (____) approximately equal, successive semi-annual installments, the first of which shall be due and payable on _____, 20__. The remaining installments shall be due and payable semi-annually thereafter on March 20 and September 20 of each year (each, a "Payment Date"), provided that, on the last Payment Date, the Maker shall repay in full the principal amount hereof then outstanding.

Interest on this Note is payable on each Payment Date, beginning on _____, 20__. Interest will be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the last day) over a year of 360 days.

If any amount of the principal or accrued interest on this Note is not paid in full when due (whether at stated maturity, by acceleration, or otherwise), the Maker shall pay to the Lender on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full at an interest rate per annum equal to _____.

Notwithstanding the fourth paragraph hereof, beginning on the date on which Ex-Im Bank shall have made a claim payment to the Lender under the MGA, in the event any amount of principal of or accrued interest on this Note owing to Ex-Im Bank is not paid in full when due (whether at stated maturity, by acceleration, or otherwise), the Maker shall pay to Ex-Im Bank on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full, at an interest rate per annum equal to one percent (1%) per annum above the interest rate then applicable under the first paragraph hereof.



This is one of the Notes referenced in Section 5.06 of the Credit Agreement, dated as of _____, 2004 (the "Agreement") by and among the Maker, the Lender, and the Export-Import Bank of the United States. This Note is entitled to the benefits of, and is governed in all respects by, the terms of the Agreement, which Agreement, among other things, contains provisions for the payment of principal and interest (including default interest) hereon without set-off, counterclaim, deduction, withholding on account of taxes levied or imposed under the laws of the government of Mexico (or any other jurisdiction from which payments required hereunder are made), restrictions and conditions of whatever nature, and for acceleration of the maturity hereof upon the happening of certain stated events. The principal amount hereof may be prepaid in accordance with terms of the Agreement. All payments received hereunder shall be applied in accordance with the order of priority set forth in Section 9.02 of the Agreement.

The Maker hereby waives demand, diligence, presentment, protest, and notice of every kind, and warrants to the holder that all actions and approvals required for the execution and delivery hereof as a legal, valid, and binding obligation of the undersigned, enforceable in accordance with the terms hereof, have been duly taken and obtained.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, U.S.A.

COMISION FEDERAL DE ELECTRICIDAD

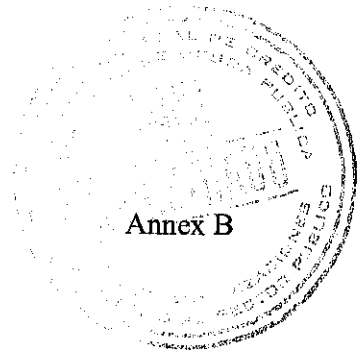
By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

Promissory Note No. _____

UTILIZATION PROCEDURES
FOR LONG-TERM CREDITS GUARANTEED BY EX-IM BANK



I. Introduction

In order to be guaranteed by Ex-Im Bank, funds must be disbursed under the Credit in accordance with the "Reimbursement Procedure" and/or the "L/C Procedure," both of which are described below. No other disbursement methods are permitted.

II. Reimbursement Procedure

The Borrower may from time to time request that Disbursements be made by the Lender to the Borrower's account at a commercial bank in the United States (unless otherwise agreed by Ex-Im Bank) selected by the Borrower and acceptable to each of the Lender and Ex-Im Bank to: (i) reimburse the Borrower for the Ex-Im Bank-approved portion of any payments made by the Borrower to an Exporter or Ancillary Services Provider or for the Ex-Im Bank-approved portion of any payments made to the Local Cost Provider; and (ii) charge the Borrower for the Exposure Fee due to Ex-Im Bank (if financed). Ex-Im Bank may reasonably limit the number of requests for Reimbursements submitted by the Borrower per month.

To obtain Disbursements under the Reimbursement Procedure:

A. The Borrower shall deliver to the Lender copies of the following documents (collectively, the "Reimbursement Documents"), all of which must be satisfactory in form and substance to the Lender and Ex-Im Bank. Upon receipt, the Lender will review the Reimbursement Documents for compliance and promptly submit them to Ex-Im Bank if deemed satisfactory to it:

1. The original Request for Reimbursement to Borrower's Account, in the form of Exhibit 2 or the original Request for Local Cost Reimbursement to Borrower's account in the form of Exhibit 3, signed by the authorized representative(s) of the Borrower designated pursuant to Section 6.01(c) of the Agreement, and accompanied by an Itemized Statement of Payments in the form of Exhibit 2(a) for each Exporter or Ancillary Services Provider or Exhibit 3(a) for each Local Cost Provider, as the case may be. If the relevant invoices are denominated in local currency, apply the rate set forth in Section 3.01(b) of the Agreement, in effect on the date of such Request for Local Cost Reimbursement, when converting local currency to U.S.\$.

2. Copies of the invoice(s) for the Eligible Goods and Services to be financed under the requested Disbursement, bearing a U.S. street address (unless otherwise agreed by Ex-Im Bank), and bearing or accompanied by evidence that the Exporter(s) or Ancillary Services Provider(s) or Local Cost Provider(s) thereof, as the case may be (the "Payee"), has been paid. Evidence of payment may be any of the following: (a) a "paid" stamp on the invoice signed by the

Payee; (b) a copy of a commercial bank's "Advice of Payment" to the Payee; (c) a copy of both sides of a cancelled check made payable to the Payee; or (d) a letter from the Payee acknowledging payment.

3. An original completed Exporter's Certificate(s) in the form of Exhibit 1, signed by an authorized officer or employee of the Exporter or Ancillary Services Provider (with attachments, if required) unless an Exporter's Certificate has been previously provided by such Exporter (or Ancillary Services Provider) pursuant to a prior Utilization. The Exporter's Certificate is to be issued by the Exporter supplying the Local Cost Goods and Services (or with whom such Local Cost Goods and Services are associated).

4. Copies of signed, clean, on-board ocean, airway, railway or other bills of lading evidencing shipment of the Goods from the United States to the Borrower's Country (or, in the case that the Borrower's Country is either Canada or Mexico, a destination in the United States which is a point of importation into Canada or Mexico, respectively). Ocean bills of lading must either show shipment on vessels of U.S. registry or be accompanied by an appropriate MARAD waiver (as described in Section IV below). Bills of lading are not required for Services, Progress Payments or Local Cost Goods and Services.

5. Such other documents, statements, certificates, information and evidence as Ex-Im Bank may from time to time reasonably request.

Ex-Im Bank may receive copies of the Reimbursement Documents, except for (i) the Request for Reimbursement to Borrower's Account and the Request for Local Cost Reimbursement to Borrower's Account, and (ii) if required to be submitted, the Exporter's Certificate, which shall be manually signed originals.

B. If a Letter of Credit naming the Exporter as the beneficiary has been previously opened in accordance with the L/C Procedure set forth in Part III below, the Lender will coordinate with Ex-Im Bank and the Borrower to determine the appropriate percentage that will apply to the requested Reimbursement, based on the Exporter's Certificate submitted under the L/C Procedure.

C. Upon approval of the Reimbursement Documents, Ex-Im Bank shall issue to the Lender a Certificate Authorizing Reimbursement (Goods and Services)/(Local Cost Goods and Services), in the form of Exhibit 4.

D. Upon receipt of the Certificate Authorizing Reimbursement, the Lender will reimburse the Borrower for the Ex-Im Bank-approved portion of the Goods and Services or the Ex-Im Bank-approved portion of Local Cost Goods and Services, as the case may be, as approved by Ex-Im Bank in the Certificate, and will simultaneously pay to Ex-Im Bank the Exposure Fee (if financed) that is due on such Reimbursement, in accordance with the terms of the Agreement. The sum of the amounts so reimbursed to

the Borrower and so paid to Ex-Im Bank shall constitute a Disbursement under the Credit.

III. L/C Procedure

The Borrower may request a commercial bank located in the United States that is acceptable to the Lender and Ex-Im Bank ("L/C Bank")¹ to issue, confirm or advise letters of credit ("Letters of Credit") in favor of an Exporter (or U.S.-based Ancillary Services Provider) as the beneficiary. Ex-Im Bank reserves the right to limit the number of Letters of Credit for which it will issue Certificates Approving Letter of Credit. Whenever possible, all Eligible Goods and Services to be purchased from one beneficiary should be covered under a single Letter of Credit. Letters of Credit shall be limited to those covering (i) Goods and Services, or (ii) both Goods and Services and Local Cost Goods and Services (provided by the Exporter as the Local Cost Provider).

To obtain Disbursements under the L/C Procedure:

A. The Borrower shall cause the L/C Bank to submit to Ex-Im Bank the following documents (collectively, the "L/C Documents"), all of which must be satisfactory in form and substance to the L/C Bank, the Lender and Ex-Im Bank:

1. The original Request for Letter of Credit Approval, in the form of Exhibit 5, signed by the authorized representative(s) of the Borrower designated pursuant to Section 6.01(c) of the Agreement.

2. Three (3) copies of the proposed letter of credit in favor of the beneficiary, complete in all respects, except for date and signature by the L/C Bank, and accompanied by a copy of the related pro forma invoice or Supply Contract. The Borrower's instructions to the L/C Bank with respect to the proposed letter of credit shall provide that the documents to be presented for drawings under such letter of credit meet the documentary requirements of the Agreement, including the submission of invoices (except that invoices need not be accompanied by evidence of payment), any Amended Exporter's Certificates, and bills of lading, in form and substance as specified in Section II above.

3. An original completed Exporter's Certificate(s), signed by an authorized officer or employee of the Exporter (or Ancillary Services Provider), with attachments if required; unless such Exporter (or Ancillary Services Provider) has previously provided an Exporter's Certificate pursuant to a prior Utilization. The Exporter's Certificate is to be issued by the Exporter supplying the Local Costs Goods and Services (or with whom such supply is associated).

4. Such other documents, statements, certificates, information and evidence as Ex-Im Bank may from time to time reasonably request.

¹ The Lender may also be the L/C Bank if the Lender is a commercial bank located in the U.S.

B. Upon approval of the L/C Documents, Ex-Im Bank shall issue to the L/C Bank, with a copy to the Lender, a Certificate Approving Letter of Credit, in the form of Exhibit 6.

C. Upon receipt of the Certificate Approving Letter of Credit, the L/C Bank shall issue, advise or confirm the Letter of Credit.

D. If the Exposure Fee is included in the Letter of Credit, before any drawings are permitted under the Letter of Credit, the L/C Bank shall have received from the beneficiary of such Letter of Credit its irrevocable instructions, in form and substance satisfactory to the Lender, L/C Bank and Ex-Im Bank, to: (i) deduct from the first payment (if the Exposure Fee is to be paid "up front") or each payment (if the Exposure Fee is to be paid "as disbursed") under the Letter of Credit an amount equal to the Exposure Fee payable to Ex-Im Bank; and (ii) to pay such amount directly to Ex-Im Bank.

E. The L/C Bank will pay the beneficiary under the Letter of Credit upon presentation of the documents required by the Letter of Credit ("Drawing Documents"), and will simultaneously pay to Ex-Im Bank the applicable Exposure Fee, if any. A Disbursement shall be deemed to occur when the L/C Bank makes payment of a draft drawn under the Letter of Credit ("L/C Payment"). The sum of the amounts so paid to the beneficiary and to Ex-Im Bank under, and in accordance with the terms of, the Letter of Credit shall constitute the amount of the Disbursement.

F. Within three (3) Business Days after the date of an L/C Payment, the Lender shall deliver, or cause the L/C Bank to deliver, to Ex-Im Bank copies of the Drawing Documents related to such L/C Payment (including a copy of the advice of payment to the beneficiary's account), except any Exporter's Certificate, which shall be a manually signed original.

G. Ex-Im Bank Approval of Letter of Credit Amendments.

1. Any amendments to a Letter of Credit not listed in Part III.H below must be approved by Ex-Im Bank, the Lender and the L/C Bank. The Borrower's request for Ex-Im Bank's approval of such amendment shall be made in the form of Exhibit 7, completed and signed by the authorized representative(s) of the Borrower designated pursuant to Section 6.01(c) of the Agreement, accompanied by any relevant documents. If Ex-Im Bank approves the proposed amendment, it shall issue to the L/C Bank, with a copy to the Lender, a Certificate Approving Amendment of Letter of Credit in the form of Exhibit 8.

2. No Letter of Credit shall be amended except in accordance with the procedures set out in Part III.G.1. or Part III.H.2.

H. Lender Approval of Letter of Credit Amendments.

1. After Ex-Im Bank has issued a Certificate Approving a Letter of Credit, so long as the procedures set out in Part III.H.2 below are followed, the Lender and the L/C Bank may approve any of the following amendments to Letters of Credit in accordance with the Uniform Customs and Practices for Documentary Credits (International Chamber of Commerce Publication 500), as the same may be amended from time to time ("UCP") without Ex-Im Bank's prior approval:

a. In order to allow sufficient time for the presentation of all documents and the making of all Letter of Credit disbursements, extend the expiry date to the earlier of: (i) a date certain; and (ii) the Final Disbursement Date deemed by Ex-Im Bank to be effective under the Credit;

b. Extend the final shipment date to the earlier of: (i) a date certain; and (ii) the Letter of Credit's expiry date;

c. Permit partial shipment(s);

d. Permit transshipment(s) in accordance with the provisions of 46 U.S.C. §1241-1 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended);

e. Permit shipment(s) by any airline rather than ocean vessel, provided that air waybill(s) are required with respect to such shipment(s) instead of ocean bill(s) of lading;

f. In accordance with the prior consent of each beneficiary, permit a reduction of the Letter of Credit's face amount;

g. Permit "on-deck" shipment(s);

h. Permit a change in the address of a beneficiary, provided that such address, when changed, is a street address located in the United States;

i. Permit ocean shipment(s), provided that signed, clean, on-board ocean bill(s) of lading are required with respect to such shipment(s) and that such bill(s) of lading evidence shipment(s) on ocean vessel(s) of either (i) U.S. registry or (ii) non-U.S. registry pursuant to a MARAD waiver of the provisions of 46 U.S.C. §1241-1 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended);

j. Permit language or spelling changes that do not constitute or give rise to a material change in the terms and conditions of such Letter

of Credit, in order to: (i) correct a typographical error; (ii) correct an omission; or, (iii) clarify otherwise ambiguous language;

k. Permit changes made on account of requirements for certain consularized documents, except that such change(s) shall not result in the modification or elimination of a commercial invoice as a necessary document for presentation;

l. Permit acceptance of "stale" documents or documents which are presented or are to be presented later than 21 calendar days from the related shipment date, provided that such documents are dated no earlier than the date set forth in Section 2.01 of the Agreement;

m. Permit the change of either: (i) the originating port or originating airport to a different U.S. port or U.S. airport; or, (ii) the port of destination or airport of destination to a different port located in the Borrower's Country or a different airport located in the Borrower's Country; or

n. Permit changes in the number of copies of documents to be presented by a beneficiary, except that such change may not result in the deletion or modification in the terms of a document required for presentation.

2. Any request by the Borrower to the Lender for approval of an amendment of a Letter of Credit pursuant to Part III.H.1. shall be made in the form of Exhibit [9], completed and signed by an authorized representative of the Borrower designated pursuant to Section 6.01(c) of the Agreement, and accompanied by the relevant documents, including copies of the proposed Letter of Credit amendment prepared by the L/C Bank. If the Lender approves the proposed amendment, the Lender shall issue to Ex-Im Bank, no later than ten (10) Business Days after the issuance of the Letter of Credit amendment, a Notice of Letter of Credit Amendment, in the form of Exhibit [10], completed and signed on behalf of the Lender by a Person authorized under the Master Guarantee Agreement, and accompanied by any relevant documents.

3. By written notice to the Lender and the Borrower, Ex-Im Bank may suspend or cancel the authority of the Lender to approve Letter of Credit amendments pursuant to the procedure set out in this Part III.H.

IV. Ocean Transportation - MARAD Waivers

If any of the Goods are to be exported on ocean vessels that are not vessels of U.S. registry, the Borrower must obtain a waiver from the provisions of 46 U.S.C. §1241-1 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended). An application for waiver must be submitted to the U.S. Maritime Administration ("MARAD") at the following

address: Director, Office of Market Development, Room 7207, Maritime Administration, Department of Transportation, 400 7th Street, S.W., Washington, DC 20590 (with a copy to Ex-Im Bank). For further information about PR17 waivers, please contact MARAD or go to its website at <http://www.marad.dot.gov>. Each application for such waiver must be submitted to MARAD sufficiently in advance of the intended shipping date in order to allow MARAD adequate opportunity to process the application. If any of the Goods are shipped on ocean vessels of non-U.S. registry without a MARAD waiver, or contrary to the provisions of a MARAD waiver, such Goods will not be eligible for financing under the Credit.

Exhibits to Annex B:

- 1 - Exporter's Certificate
- 2 - Request for Reimbursement to Borrower's Account
- 2(a) - Itemized Statement of Payments
- 3 - Request for Local Cost Reimbursement to Borrower's Account
- 3(a) - Itemized Statement of Payments - Local Costs
- 4 - Certificate Authorizing Reimbursement (Goods and Services)/(Local Cost Goods and Services)
- 5 - Request for Letter of Credit Approval
- 6 - Certificate Approving Letter of Credit
- 7 - Request for Ex-Im Bank Approval of Amendment to Letter of Credit
- 8 - Certificate Approving Amendment to Letter of Credit
- 9 - Request for Lender Approval of Amendment to Letter of Credit
- 10 - Notice of Letter of Credit Amendment

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The following is included for informational purposes only, and is not part of the Agreement:

Because the Exporter(s) (and Ancillary Services Provider and Local Cost Provider, if any), and the L/C Bank are not parties to the Agreement, the Borrower and Lender will need to take the following steps to ensure that the Credit is disbursed in a timely fashion:

1. The Borrower should advise the Exporter(s) (and any Ancillary Services Providers and Local Cost Providers, if any) of the provisions of this Agreement that will require its cooperation, including, without limitation, the requirement that the Initial Exporter's Certificate be completed and submitted prior to the first Utilization. The Borrower should also advise the Exporter(s) (and any Ancillary Services Provider(s)) of its obligation, as described in Section 7 of the Exporter's Certificate, to submit an Amended Exporter's Certificate if the information or certifications set forth in a previously submitted Certificate become untrue.

2. If the Borrower would like to use the L/C Procedure, the Borrower must make appropriate arrangements with the L/C Bank regarding the issuance, confirmation or advice of

the Letters of Credit and the payment of any fees that the L/C Bank may charge. The Lender and the L/C Bank must enter into a reimbursement agreement with respect to the L/C Payments, which reimbursement agreement, along with Ex-Im Bank's Certificate Approving Letter of Credit, will be conditions precedent to the issuance, confirmation or advice of a letter of credit by the L/C Bank.

3. Examples of sample L/C proviso wording can be found at www.exim.gov/creditad.html.

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FORM OF EXPORTER'S CERTIFICATE

EXHIBIT 1 to Annex B

Name and U.S. Street Address of Exporter:

Date: _____

RE: Ex-Im Bank Credit/Guarantee/Insurance Number: APO79193XX

Purchaser: Comision Federal de Electricidad

Supply Contract/Purchase Order No.(s) _____

Check one: ☐ Initial Exporter's Certificate
☐ Amended Exporter's Certificate. The following has changed: [specify]

We understand that the Export-Import Bank of the United States ("Ex-Im Bank") provides credit support to promote U.S. export sales, and that Ex-Im Bank will determine the scope of its support for our sale to the Purchaser based on the information provided below. To aid in this determination, we, the Exporter, hereby certify:

PART A: CONTENT

1. Content. This information is based on our best efforts to assess the value of the goods and services ("Goods and Services") to be provided under the above-referenced supply contract(s) or signed purchase order(s) with the Purchaser (the "Supply Contract(s)/Purchase Order(s)"). Content changes may need to be reported via an amended Exporter's Certificate (see Part C below). Check one:

- ☐ The Goods and Services contain only U.S. Content: the U.S. Content Percentage is 100% (i.e., no Foreign Content, Local Costs, or Excluded Goods and Services (defined below)). Please do not complete the chart if this box is checked.
- ☐ The Goods and Services contain less than 100% U.S. Content. Please complete the chart if this box is checked.

		Definition	USD
A	Supply Contract/ Purchase Order(s)	The aggregate price of <u>all</u> Goods and Services in the Supply Contract/ Purchase Order(s).	
B	Excluded Goods and Services	The aggregate price of all Goods and Services that are <u>not</u> eligible for (or excluded from) Ex-Im Bank support (e.g., goods not shipped from the U.S.)	
C	Contract Price	A minus B	
D	Local Costs	The aggregate price of all Goods originated/manufactured in the Purchaser's country and all Services provided by residents of the Purchaser's country.	
E	Net Contract Price	C minus D	
F	Foreign Content	The aggregate cost to the Exporter of any Goods (or components	

		thereof) that were produced or manufactured outside the U.S., Services provided by third country-resident personnel, and foreign freight costs and foreign insurance included in the Net Contract Price for Goods exported from the U.S. (Such amount shall not include any Local Costs.)	
G	U.S. Content	E minus F	
H	U.S. Content Percentage	G divided by E, expressed as a percentage.	%
I.	Disbursement Percentage	Initial Exporter's Certificate: input the lower of (i) 85% and (ii) the percentage in H. Amended Exporter's Certificate: input the percentage obtained from the Disbursement Percentage Calculator page (if any).	%

PART B: CERTIFICATIONS

We hereby certify, as to ourselves and the Ex-Im Bank-approved Goods and Services sourced from the U.S. and the Purchaser's country, as follows:

1. 15% Cash Payment. We (i) have received (or will receive) payment for at least 15% of the Net Contract Price, and/or (ii) have financed (or will finance) such amount at market rates. We have submitted (or will submit) evidence of payment of our invoices. (For 100% U.S. Goods and Services, "Net Contract Price" means the aggregate price of such Goods and Services.)

2. Invoices and Shipment. We have provided (or will provide) copies of (i) invoices describing the Goods and Services and (ii) signed, clean, onboard bills of lading evidencing that the Goods included in the Net Contract Price have been shipped from the U.S. to the Purchaser's country. For Services, progress payments for Goods prior to shipment, and/or Local Costs, the value of the work performed at the time the invoices therefor are submitted for payment shall equal or exceed the amount so invoiced (or we have obtained Ex-Im Bank's prior consent to an alternative arrangement).

3. Suspension and Debarment. We and each of our Principals individually, have not within the past 3 years been a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in, a Covered Transaction, b) formally proposed for debarment, with a final determination still pending, c) indicted, convicted or had a civil judgment rendered against us for any of the offenses listed in the Regulations, or d) delinquent on any substantial debts owed to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification; or we have received a written statement of exception from Ex-Im Bank attached to this certification, permitting participation in this Covered Transaction despite an inability to make certifications a) through d) in this paragraph.

We further certify that we have not and will not knowingly enter into any agreements in connection with the Goods and Services with any individual or entity that has been debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Covered Transaction. All capitalized terms not defined herein shall have the meanings set forth in the Government-wide Non-procurement Suspension and Debarment Regulations - Common Rule (Regulations).

4. Other Payments; Legal Compliance. Without Ex-Im Bank's written consent, a copy of which is attached, we have not and will not agree to, offer to, cause to, or arrange for, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with the sales of the Goods and Services under (or obtaining) the Supply Contract/Purchase Order(s) or Ex-Im Bank Credit/Guarantee/Insurance, except for a) payment of manufacturing costs or for the purchase of the Goods, b) the regular remuneration of our regular full-time directors, officers and employees; c) regular commissions or fees, if any, to our regular sales agent, broker or representative and readily identifiable on our books and records as to amount, purpose and recipient; d) any discounts, allowances, or rebates to the Purchaser that are disclosed in our invoices; or e) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with the Ex-Im Bank Credit/Guarantee/Insurance.

In addition, we have not, and will not, engage in any activity in connection with this transaction that is a violation of the Foreign Corrupt Practices Act of 1977, 15 U.S.C. 78dd-1, et seq. To the best of our knowledge, the Supply Contract/Purchase Order(s) and the performance by the parties of their respective obligations thereunder does not violate any applicable law.

5. Munitions List. Except as described on our attached statement, none of the Goods and Services are on the U.S. Munitions List (part 121 of Title 22 of the Code of Federal Regulations).

PART C: CHANGES AND EX-IM BANK RELIANCE

6. Changes to Certifications. With respect to Part A, we will promptly complete and submit an amended Exporter's Certificate if there has been a "material change" in the U.S. Content Percentage (together with a copy of the completed "Disbursement Percentage Calculator" found at www.exim.gov/disbursement-calculator) prior to any further presentation of invoices for payment. A "material change" in the U.S. Content Percentage occurs if (a) the U.S. Content Percentage has decreased by more than 5% (as compared to the U.S. Content Percentage reported in the initial Exporter's Certificate) and (b) aggregate foreign content is over 20% (i.e., the new U.S. Content Percentage is less than 80%).

With respect to Parts B or C, if any of the certifications made therein become untrue, we will promptly submit an amended Exporter's Certificate, noting the changes and with any required attachments, prior to any further presentation of invoices for payment.

7. Ex-Im Bank Reliance. With knowledge that Ex-Im Bank will rely on the certifications and representations made in this Certificate, we agree we are liable for any damages suffered by Ex-Im Bank's reliance. We understand that these certifications are subject to the penalties for fraud provided in Article 18 U.S.C., Section 1001. We agree that presentation of invoices for payment under the Ex-Im Bank Credit/Guarantee/Insurance is a confirmation by us of the information and certifications made herein. By his signature, the person signing this Certificate on behalf of the Exporter represents that he is fully authorized to do so. We agree to provide additional information with respect to any of the matters covered in this Certificate upon Ex-Im Bank's reasonable written request.

[EXPORTER]

By: _____
(Authorized Officer or Employee)

Name:

Title:

INSTRUCTIONS TO EXPORTERS:

Part A: Content

The information provided in Part A will be used to determine the total amount of Ex-Im Bank guarantee, loan or insurance support for a transaction. Please refer to Ex-Im Bank's Fact Sheets on Foreign Content, Local Costs, and Ancillary Services at <http://www.exim.gov/pub81.html> for a further explanation of Ex-Im Bank's content and cover policies.

Part B: Certifications

The certifications in Part B cover those Goods and Services sourced from U.S. (or the Purchaser's country) and approved as eligible for coverage under an Ex-Im Bank Credit/Guarantee/Insurance. If you have any question about what Goods and Services are approved by Ex-Im Bank, please contact your Ex-Im Bank credit officer. For Long-Term transactions (credit over \$10MM or more than 7 years repayment), such "Goods and Services" are those listed in the current Acquisition List submitted by the Borrower to Ex-Im Bank.

Initial Exporter's Certificate

The Exporter's Certificate must be completed by the Exporter and presented prior to the borrower's first request for disbursement related to that exporter's invoices under the Ex-Im Bank-supported credit. Exporter's Certificates are also to be completed by U.S. and non-U.S. providers of ancillary services (such as banking, financial advisor, technical consultant, and legal) that have been approved by Ex-Im Bank for financing under the Ex-Im Bank Credit/Guarantee/Insurance.

Amended Exporter's Certificates

If an amended Exporter's Certificate is required pursuant to Section 7 of the Certificate, the Exporter should check the "Amended Exporter's Certificate" box at the top of the Certificate and note the change being reflected in the amended Certificate. The Exporter should contact the lender under an Ex-Im Bank Guarantee/Insurance transaction, or Ex-Im Bank if an Ex-Im Bank Credit, for instructions on where to send the Amended Exporter's Certificate.

Please note that a change to Part A (Content) requires the Exporter to attach a copy of the "Disbursement Percentage Calculator" to the Amended Exporter's Certificate. The Calculator allows the Exporter to calculate the new disbursement percentage for the transaction. The Calculator (and instructions) are found at <http://www.exim.gov/disbursement-calculator>. Changes to Sections 4 and 5 of Part B require the relevant Ex-Im Bank approval to be attached.

Links and Additional Information

For information regarding the Exporter's Certificate (and other helpful facts), go to <http://www.exim.gov/>. Should you have any further questions regarding the Exporter's Certificate, please call Credit Review and Compliance Division at (202) 565-3470. For insurance transactions, please contact your insurance broker or appropriate Ex-Im Bank regional office.

CONTENT REPORTS AND AGGREGATE FOREIGN CONTENT CAUSE REPORTS:

For informational and reporting purposes only, Ex-Im Bank requests that Exporters submit Content Reports and an annual Aggregate Foreign Content Cause Report. Under Medium-Term transactions a Content Report should be submitted with the Application for Ex-Im Bank support. Under Long-Term transactions the Content Report should be submitted with the initial Exporter's Certificate. If at the completion of the work performed under a Supply Contract/Purchase Order(s), the foreign content amount changed by one percentage point or more of the value of the Net Contract Price, Exporters should submit a final revised Content Report within 60 days. Ex-Im Bank may contact Exporters to reconfirm the information provided in the Content Report.

Exporters are requested to submit an annual Aggregate Foreign Content Cause Report containing information about the reasons for foreign content in Supply Contract/Purchase Orders.

The processing or approval of, or disbursements under, an Ex-Im Bank Credit/Guarantee/Insurance transaction will **not** be affected by the submission (or not) of Content Reports or Aggregate Foreign Content Cause Reports.

Content Report and Aggregate Foreign Content Cause Report forms and instructions can be found at <http://www.exim.gov/mpub.html>. Should you have any questions regarding the Content Report or Aggregate Foreign Content Cause Report, please call the Policy Group at (202) 565-3760.

REIMBURSEMENT PROCEDURE

EXHIBIT 2
to Annex B

REQUEST FOR REIMBURSEMENT TO BORROWER'S ACCOUNT

Standard Chartered Bank
1 Madison Avenue
New York, NY 10010

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, DC 20571
Attention: Credit Review and Operations Division

Subject: Ex-Im Bank Transaction No. AP079193XX - Mexico
Comision Federal de Electricidad ("Borrower")
Request for Disbursement No. _____

Ladies and Gentlemen:

In accordance with the terms and conditions of the Credit Agreement ("Agreement"), dated as of _____, 2004, by and among the Borrower, Standard Chartered Bank ("Lender"), and the Export-Import Bank of the United States ("Ex-Im Bank"), we hereby request the Lender to make a Disbursement under the Credit thereby established in the amount set forth below, with the Reimbursement amount thereof being paid to the account of [identify the Borrower's account as it is carried on the books of the payee bank] [complete name and address of the payee bank]

Reimbursement amount	U.S.\$ _____
[Exposure Fee amount	U.S.\$ _____] ²
TOTAL Disbursement	U.S.\$ _____

We attach our Itemized Statement of Payments dated _____, 20__.

We hereby certify with respect to the payments made by us for the Eligible Goods and Services specified in the attached Itemized Statement of Payments that:

² If this is the first Disbursement in a transaction with a financed "up front" Exposure Fee, the entire amount of the Exposure Fee set forth in Section 7.01(a)(ii) should be specified here. In all other cases, the financed Exposure Fee applicable to the Financed Portion should be specified.

1. All such payments were made exclusively for the purchase in the United States of Eligible Goods and Services, and such Eligible Goods and Services will be used for lawful purposes in accordance with the terms of the Agreement

2. We have not previously requested Disbursements on account of these payments.

3. Copies of invoices and bills of lading (accompanied by evidence that the [Exporter/Ancillary Services Provider] has been paid) and other documents required by Ex-Im Bank's "Utilization Procedures" (set forth in Annex B to the Agreement) relating to the Eligible Goods and Services specified in the attached Itemized Statement of Payments are submitted herewith.

4. All of those Goods which have been or will be transported to [insert name of country] on ocean vessels have been or will be shipped on vessels of U.S. registry, except to the extent that a waiver of this requirement has been obtained from the U.S. Maritime Administration.

We further certify that:

- (i) we have paid the exact amounts set forth in the attached Itemized Statement of Payments for the Eligible Goods and Services specified therein;
- (ii) we have not, and to the best of our knowledge and belief, the Exporter(s) (and Ancillary Services Provider(s), if any) have not, and will not, agree to, offer to, cause to, arrange for or receive, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with Eligible Goods and Services or the Supply Contract(s) or the Ex-Im Bank Guarantee, except for (a) the regular remuneration of regular full-time directors, officers and employees; (b) regular commissions or fees, if any, to regular sales agent or representative and readily identifiable on the party's books and records as to amount, purpose and recipient; or (c) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with the Ex-Im Bank Guarantee;
- (iii) as of the date of this request, no event has occurred and is continuing which constitutes, or but for the requirement of giving notice or lapse of time, or both, would constitute, an Event of Default under the provisions of the Agreement; and
- (iv) as of the date of this request, the representations and warranties made by us in the Agreement are true.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

Very truly yours,

COMISION FEDERAL DE ELECTRICIDAD

By: _____
(Signature)³

Name: _____
(Print)

Title: _____
(Print)

Enclosures

Itemized Statement of Payments and supporting documents

³ May only be signed by one (or more, if required) of the authorized representatives designated by the Borrower pursuant to Section 6.01(c) of the Agreement.

REIMBURSEMENT PROCEDURE

EXHIBIT 2(a)
to Annex B

ITEMIZED STATEMENT OF PAYMENTS

_____, 20__

Ex-Im Bank Transaction No. APO79193XX
Attachment to Request for Reimbursement No. _____,
[Exporter][Ancillary Services Provider]: _____
Supply Contract No(s): _____
Date of Exporter's Certificate: _____

Invoice No. _____	Date of Payment	Amount of Payment ⁴	Brief Description of Good/Service ⁵	Bill of Lading Date/No.
Remarks		U.S.\$		

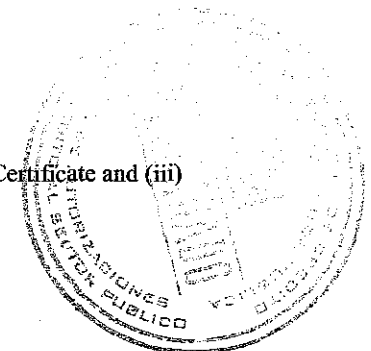
TOTAL U.S.\$ _____ TOTAL AMOUNT OF PAYMENTS
\$ _____ REIMBURSEMENT AMOUNT at ____%⁶

⁴ If the amount of payment is not for the total invoice value, explain in Remarks.

⁵ Description must match that provided in the Acquisition List.

⁶ Total U.S. Invoice Value multiplied by the lesser of: (i) 85%, (ii) the U.S. Content Percentage from the most recently delivered Exporter's Certificate and (iii) the Disbursement Percentage (if any) from such Exporter's Certificate.

NOTE: PLEASE COMPLETE ONE PAGE PER EXPORTER (OR ANCILLARY SERVICES PROVIDER)



REIMBURSEMENT PROCEDURE

EXHIBIT 3
to Annex B

REQUEST FOR LOCAL COST REIMBURSEMENT TO BORROWER'S ACCOUNT

200

Standard Chartered Bank
1 Madison Avenue
New York, NY 10010

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, DC 20571
Attention: Credit Review and Operations Division

Subject: Ex-Im Bank Transaction No. AP079193XX -Mexico
Comision Federal de Electricidad ("Borrower")
Request for Disbursement No. _____

Ladies and Gentlemen:

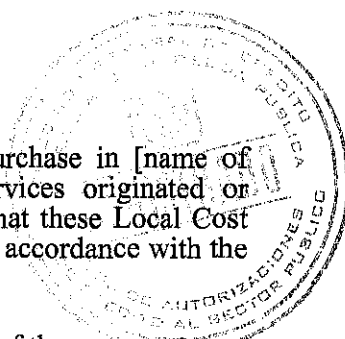
In accordance with the terms and conditions of the Credit Agreement ("Agreement"), dated as of _____, 2004, by and among the Borrower, Standard Chartered Bank ("Lender"), and the Export-Import Bank of the United States ("Ex-Im Bank"), we hereby request the Lender to make a Disbursement under the Credit thereby established in the amount set forth below, with the Reimbursement amount thereof being paid to the account of [identify the Borrower's account as it is carried on the books of the payee bank] [complete name and address of the payee bank]

Reimbursement amount	U.S.\$ _____
[[Exposure Fee amount]	U.S.\$ _____
TOTAL Disbursement	U.S.\$ _____]] ⁷

We attach our Itemized Statement of Payments dated _____, 20__.

We hereby certify with respect to the payments made by us for the Local Cost Goods and Services specified in the attached Itemized Statement of Payments that:

⁷ If this is the first Disbursement in a transaction with a financed "up front" Exposure Fee, the entire amount of the Exposure Fee set forth in Section 7.01(a)(ii) should be specified here. In all other cases, the financed Exposure Fee applicable to the Financed Portion should be specified.

- 
1. All such payments were made exclusively for the purchase in [name of Borrower's Country] of Local Cost Goods and Services originated or manufactured in [name of Borrower's Country], and that these Local Cost Goods and Services will be used for lawful purposes in accordance with the terms of the Agreement.
 2. We have not previously requested Disbursements on account of these payments:
 3. Copies of invoices (accompanied by evidence that the Local Cost Provider has been paid) and other documents required by Ex-Im Bank's "Utilization Procedures" (set forth in Annex B to the Agreement) relating to the Local Cost Goods and Services specified in the attached Itemized Statement of Payments are submitted herewith.
 4. The Local Cost Goods and Services covered by the enclosed invoices consist of services performed for, or goods accepted by, the [Borrower][Purchaser][Authorized End-User].

We further certify that:

- (i) we have paid the exact amounts set forth in the attached Itemized Statement of Payments for the Local Cost Goods and Services specified therein;
- (ii) we have not and, to the best of our knowledge and belief after due investigation and inquiry, the Local Cost Provider has not, and will not, agree to, offer to, cause to, arrange for or receive, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with Eligible Goods and Services or the Supply Contract(s) or the Ex-Im Bank Guarantee, except for a) the regular remuneration of regular full-time directors, officers and employees; b) regular commissions or fees, if any, to regular sales agent or representative and readily identifiable on the party's books and records as to amount, purpose, and recipient; or c) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with the Ex-Im Bank Guarantee;
- (iii) as of the date of this request, no event has occurred and is continuing which constitutes, or but for the requirement of giving notice or lapse of time, or both, would constitute, an Event of Default under the provisions of the Agreement;
- (iv) To the best of our knowledge and belief after due investigation and inquiry, the Local Cost Provider has not within the past 3 years been a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in, a Covered Transaction, b) formally proposed for debarment, with a final determination still pending, c) indicted, convicted or had a civil judgment rendered against it for any of the offenses listed in the Regulations, or d) delinquent on any substantial

debts owed to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification. All capitalized terms not defined herein shall have the meanings set forth in the Government-wide Non-procurement Suspension and Debarment Regulations - Common Rule (Regulations); and

- (v) as of the date of this request, the representations and warranties made by us in the Agreement are true.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

Very truly yours,

COMISION FEDERAL DE ELECTRICIDAD

By: _____
(Signature)⁸

Name: _____
(Print)

Title: _____
(Print)

Enclosures

Itemized Statement of Payments – Local Costs and supporting documents

⁸ May only be signed by one (or more, if required) of the authorized representatives designated by the Borrower pursuant to Section 6.01(c) of the Agreement.

REIMBURSEMENT PROCEDURE

EXHIBIT 3(a)
to Annex B

ITEMIZED STATEMENT OF PAYMENTS – LOCAL COSTS

_____, 20__

Ex-Im Bank Transaction No. APO79193XX
Attachment to Request for Reimbursement No. _____,
Local Cost Provider: _____
Supply Contract No(s): _____
Date of Exporter's Certificate: _____

<u>Invoice</u> <u>No.</u>	<u>Date</u> <u>of</u> <u>Payment</u>	<u>Amount of</u> <u>Payment</u> <u>as invoiced</u> ⁹	<u>Brief</u> <u>Description of</u> <u>Local Good/Service</u> ¹⁰	<u>Remarks</u>
------------------------------	--	---	--	----------------

_____ TOTAL PAYMENTS (INDICATE CURRENCY)¹¹
\$ _____ TOTAL PAYMENTS IN US DOLLARS

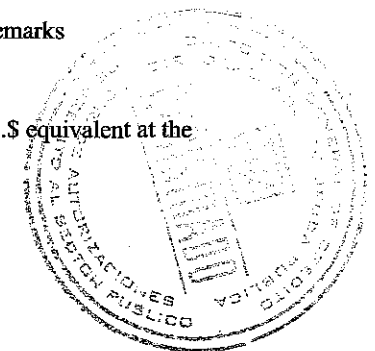
If the above Invoices were submitted and paid in other than U.S. Dollars, indicate the applicable currency exchange rate (as of the date of Request for Local Cost Reimbursement): _____

⁹ Specify amount paid as invoiced (US Dollars or local currency). If the amount of payment is not for the total invoice value, explain in Remarks

¹⁰ Description must match that provided in the Acquisition List.

¹¹ If invoices were submitted and paid in local currency, indicate the total local currency amount as of the date of the Request and the U.S.\$ equivalent at the indicated exchange rate from Section 3.01(b) of the Credit Agreement.

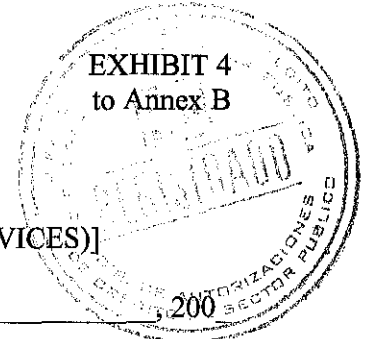
NOTE: PLEASE COMPLETE ONE PAGE PER LOCAL COST PROVIDER



REIMBURSEMENT PROCEDURE

EXHIBIT 4
to Annex B

CERTIFICATE AUTHORIZING REIMBURSEMENT
(GOODS AND SERVICES)/[(LOCAL COST GOODS AND SERVICES)]



Standard Chartered Bank
1 Madison Avenue
New York, NY 10010

Subject: Ex-Im Bank Transaction No. APO79193XX – Mexico
Comision Federal de Electricidad (“Borrower”)
Certificate Authorizing Reimbursement No. _____
For: Goods and Services [/Local Cost Goods and Services]

Ladies and Gentlemen:

In accordance with the terms and conditions of the Credit Agreement (“Agreement”), dated as of _____, 2004, by and among the Borrower, Standard Chartered Bank (“Lender”), and the Export-Import Bank of the United States (“Ex-Im Bank”) and with the Borrower’s Request for Reimbursement to Account of Borrower, we hereby authorize the Lender to make a Disbursement under the Credit in the aggregate amount of U.S.\$ _____ on or before _____, 20____¹² by paying [(i) the applicable Exposure Fee in the amount of U.S.\$ _____ to Ex-Im Bank and [(ii)] the Reimbursement amount of U.S.\$ _____ to the Borrower at [identify the Borrower’s account as it is carried on the books of the payee bank] [complete name and address of the payee bank]

We hereby acknowledge that such Reimbursement [and Exposure Fee payment], when so made, shall constitute a Disbursement under the Credit, and, together with the interest accrued thereon at the Guaranteed Interest Rate (as defined in the Master Guarantee Agreement No. _____-L dated as of _____, 20____ between the Lender and Ex-Im Bank (the “Master Guarantee Agreement”)), are guaranteed by Ex-Im Bank as provided in the Master Guarantee Agreement.

¹² Date should be 30 days after the date of this Certificate.

The defined terms in this Certificate shall have the respective meanings specified in the Agreement.

EXPORT-IMPORT BANK OF THE
UNITED STATES

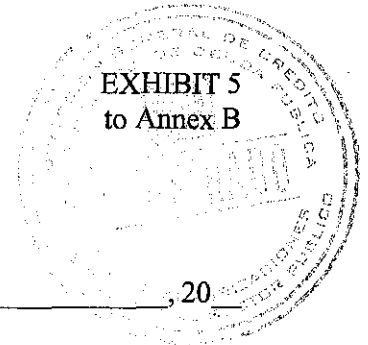
By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

L/C PROCEDURE

REQUEST FOR LETTER OF CREDIT APPROVAL



Standard Chartered Bank
1 Madison Avenue
New York, NY 10010

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, DC 20571
Attention: Credit Review and Operations Division

Subject: Ex-Im Bank Transaction No.AP079193XX – Mexico
Comision Federal De Electricidad ("Borrower")
Request for Letter of Credit Approval

Ladies and Gentlemen:

In accordance with the terms and conditions of the Credit Agreement ("Agreement"), dated as of _____, 2004, by and among the Borrower Standard Chartered Bank ("Lender"), and the Export-Import Bank of the United States ("Ex-Im Bank"), we enclose for your approval three copies of a proposed Letter of Credit No. _____ ("Proposed L/C"), prepared by [name of L/C Bank].

Identifying data with respect to the Proposed L/C are as follows:

Beneficiary:

Amount: U.S.\$

Expiry Date:

Description of Eligible Goods and Services being purchased:

Reference Number(s) from Acquisition List:

If the terms and conditions of this letter of credit meet with your approval, please issue your Certificate Approving Letter of Credit in the form of Exhibit 5 to the Agreement.

CERTIFICATE

We hereby certify that:

- (i) all the payments to be made under the Proposed L/C will be made exclusively for the purchase in the United States of Goods and Services [or for the purchase in [name of Borrower's Country] of Local Cost Goods and Services originated or manufactured in [name of Borrower's Country]], and such will be used for lawful purposes in accordance with the terms of the Agreement.
- (ii) we have not, and to the best of our knowledge and belief, the beneficiary of the Proposed L/C has not, and will not, agree to, offer to, cause to, arrange for or receive, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with Eligible Goods and Services or the Supply Contract(s) or the Ex-Im Bank Guarantee, except for a) the regular remuneration of regular full-time directors, officers and employees; b) regular commissions or fees, if any, to regular sales agent or representative and readily identifiable on the party's books and records as to amount, purpose and recipient; or c) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with the Ex-Im Bank Guarantee;
- (iii) as of the date of this request, no event has occurred and is continuing which constitutes, or but for the requirement of giving notice or lapse of time, or both, would constitute, an Event of Default under the provisions of the Agreement; and
- (iv) as of the date of this request, the representations and warranties made by us in the Agreement are true.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

Very truly yours,

COMISION FEDERAL DE ELECTRICIDAD

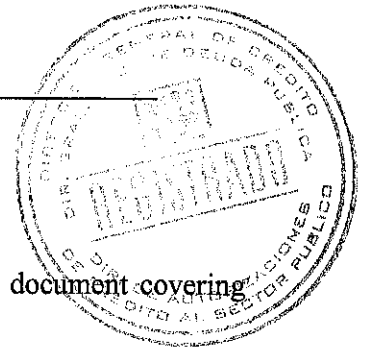
By: _____
(Signature)¹³

Name: _____
(Print)

¹³ May only be signed by one (or more, if required) of the authorized representatives designated by the Borrower pursuant to Section 6.01(c) of the Agreement.

Title: _____

(Print)



Enclosures

3 copies of Proposed L/C

1 copy of Exporter's pro forma invoice, Supply Contract, or other document covering purchase

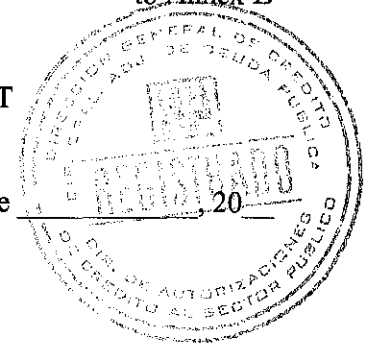
Exporter's Certificate (if required)

L/C PROCEDURE

EXHIBIT 6
to Annex B

CERTIFICATE APPROVING LETTER OF CREDIT

Date _____ 20____



[Name of Letter of Credit Bank]
[Address of Letter of Credit Bank]

Subject: Ex-Im Bank Transaction No. AP079193XX – Mexico
Comision Federal De Electricidad (“Borrower”)
Certificate Approving Letter of Credit No. _____

Ladies and Gentlemen:

In accordance with the terms and conditions of the Credit Agreement (“Agreement”), dated as of _____, 2004, between the Borrower, Standard Chartered Bank (“Lender”), and the Export-Import Bank of the United States (“Ex-Im Bank”), and with the Borrower’s Request for Certificate Approving Letter of Credit, we hereby approve the [issuance, confirmation or advice] by the L/C Bank of Letter of Credit No. ____ (“Letter of Credit”), in the face amount of U.S.\$ _____ and guaranteed by Ex-Im Bank to the maximum amount of U.S. \$ _____.

We hereby acknowledge that payments made under the Letter of Credit in accordance with its terms [, including any payments to Ex-Im Bank of the applicable Exposure Fee,] constitute Disbursements under the Credit, and, together with interest accrued thereon at the Guaranteed Interest Rate (as defined in the Master Guarantee Agreement No. _____ -L dated as of _____, 20____ between the Lender and Ex-Im Bank (“Master Guarantee Agreement”)¹⁴), are guaranteed by Ex-Im Bank as provided in the Master Guarantee Agreement.

The defined terms used in this Certificate shall have the respective meanings specified in the Agreement.

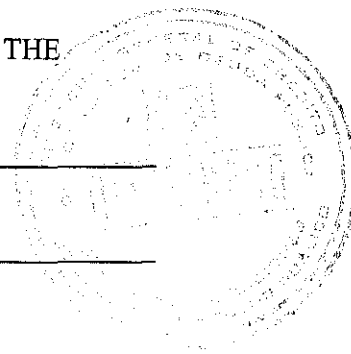
¹⁴ If the Ex-Im Bank Guarantee for your transaction is documented under a stand-alone guarantee agreement instead of a Lender’s Master Guarantee Agreement then replace this parenthetical with the following: “(as defined in the Guarantee Agreement dated as of _____, _____ (the “Guarantee Agreement”), between the Lender and Ex-Im Bank)” and globally change all references to “Master Guarantee Agreement” in this document to refer instead to “Guarantee Agreement”.

EXPORT-IMPORT BANK OF THE
UNITED STATES

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Title)



Cc: Standard Chartered Bank
1 Madison Avenue
New York, NY 10010

L/C PROCEDURE

REQUEST FOR EX-IM BANK APPROVAL OF
AMENDMENT TO LETTER OF CREDIT

EXHIBIT 7
to Annex B

_____, 200__

Standard Chartered Bank
1 Madison Avenue
New York, NY 10010

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, DC 20571
Attention: Credit Review and Operations Division

Subject: Ex-Im Bank Transaction No. AP079193XX – Mexico
Comision Federal de Electricidad ("Borrower")
Request for Amendment to Letter of Credit No. _____

Ladies and Gentlemen:

In accordance with the terms and conditions of the Credit Agreement ("Agreement") dated as of _____, 2004, by and among the Borrower, Standard Chartered Bank ("Lender"), and the Export-Import Bank of the United States ("Ex-Im Bank"), we enclose for your approval three copies of a proposed amendment ("Amendment") to Letter of Credit No. _____ ("Letter of Credit"), prepared by [name of L/C Bank]. The Letter of Credit needs to be amended because [list reason(s)].¹⁵

If this Amendment meets with your approval, please issue your Certificate Approving Amendment to Letter of Credit with respect to the Letter of Credit, as amended ("Amended L/C").

CERTIFICATE

We hereby certify that:

- (i) all the payments to be made under the Amended L/C will be made exclusively for the purchase in the United States of Goods and Services, [or for the purchase in [name of Borrower's Country] of Local Cost Goods and Services originated or manufactured in [name of Borrower's Country]], and such will be used for lawful purposes in accordance with the Agreement;

¹⁵ Describe the facts or circumstances that justify the amendment.

- (ii) we have not, and to the best of our knowledge and belief, the beneficiary of the Amended L/C has not, and will not, agree to, offer to, cause to, arrange for or receive, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with Eligible Goods and Services or the Supply Contract(s) or the Ex-Im Bank Guarantee, except for a) the regular remuneration of regular full-time directors, officers and employees; b) regular commissions or fees, if any, to regular sales agent or representative and readily identifiable on the party's books and records as to amount, purpose and recipient; or c) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with the Ex-Im Bank Guarantee;
- (iii) as of the date of this request, no event has occurred and is continuing which constitutes, or but for the requirement of giving notice or lapse of time, or both, would constitute, an Event of Default under the provisions of the Agreement; and
- (iv) as of the date of this request, the representations and warranties made by us in the Agreement are true.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

Very truly yours,

COMISION FEDERAL DE ELECTRICIDAD

By: _____
(Signature)¹⁶

Name: _____
(Print)

Title: _____
(Print)

Enclosures

- 3 copies of proposed Amendment to L/C
- 1 copy of Exporter's amended pro forma invoice, Supply Contract, or other document covering purchase

¹⁶ May only be signed by one (or more, if required) of the authorized representatives designated by the Borrower pursuant to Section 6.01(c) of the Agreement.

L/C PROCEDURE

Annex B
Exhibit 8

CERTIFICATE APPROVING AMENDMENT TO LETTER OF CREDIT

200

[Name of Letter of Credit Bank]

[Address of Letter of Credit Bank]

Subject: Ex-Im Bank Transaction No. AP079193XX – Mexico
Comision Federal de Electricidad ("Borrower")
Certificate Approving Amendment to Letter of Credit No. _____

Ladies and Gentlemen:

In accordance with the terms and conditions of the Credit Agreement ("Agreement"), dated as of _____, 2004, between the Borrower, Standard Chartered Bank ("Lender"), and the Export-Import Bank of the United States ("Ex-Im Bank"), and with the Borrower's Request for Certificate Approving Amendment to Letter of Credit, we hereby approve the proposed amendment to Letter of Credit No. _____, ("Letter of Credit").

We hereby acknowledge that all payments made under the amended Letter of Credit in accordance with its terms [including any payments to Ex-Im Bank of the applicable Exposure Fee], constitute Disbursements under the Credit, and, together with accrued interest thereon at the Guaranteed Interest Rate (as defined in the Master Guarantee Agreement No.0066-L dated as of May 25, 2001 between the Lender and Ex-Im Bank ("Master Guarantee Agreement")), are guaranteed by Ex-Im Bank as provided in the Master Guarantee Agreement.

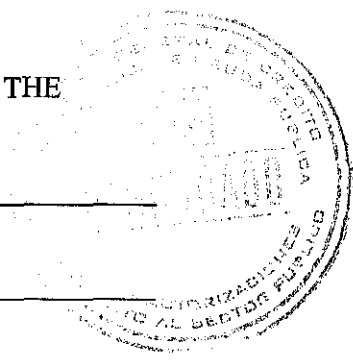
The defined terms used in this Certificate shall have the respective meanings specified in the Agreement.

EXPORT-IMPORT BANK OF THE
UNITED STATES

By: _____
(Signature)

Name: _____
(Name)

Title: _____
(Title)



L/C PROCEDURE

REQUEST FOR LENDER APPROVAL OF
AMENDMENT TO LETTER OF CREDIT

_____, 2004

Annex B
Exhibit 9

Standard Chartered Bank
1 Madison Avenue
New York, NY 10010

Subject: Ex-Im Bank Transaction No. AP079193XX – Mexico
Comision Federal de Electricidad (“Borrower”)
Request for Amendment to Letter of Credit No. ____

Ladies and Gentlemen:

In accordance with the terms and conditions of the Credit Agreement (“Agreement”) dated as of _____, 2004, by and among the Borrower, Standard Chartered Bank (“Lender”), and Export-Import Bank of the United States (“Ex-Im Bank”), we enclose for approval by the Lender three copies of a proposed amendment (“Amendment”) to Letter of Credit No. _____ (“Letter of Credit”), prepared by [name of L/C Bank].

The Amendment is requested in order to (place an “x” next to each applicable request):

- ☐ Allow sufficient time for the presentation of all documents and the making of all Letter of Credit disbursements by extending the expiry date to the earlier of: (i) _____ or (ii) the Final Disbursement Date deemed by Ex-Im Bank to be effective under the Credit;
- ☐ Extend the final shipment date to the earlier of: (i) _____ or (ii) the Letter of Credit’s expiry date;
- ☐ Permit partial shipment(s);
- ☐ Permit transshipments in accordance with the provisions of 46 U.S.C. §1241-1 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended);
- ☐ Permit shipment(s) by any airline rather than ocean vessel; we acknowledge that air waybill(s) will be required with respect to such shipment(s) instead of ocean bill(s) of lading;
- ☐ Permit a reduction of the Letter of Credit’s face amount; we enclose each beneficiary’s consent to this request;

☐ Permit "on-deck" shipment(s);

☐ Permit a change in the address of [NAME OF BENEFICIARY], a beneficiary, to the following street address located in the United States:

_____;

☐ Permit ocean shipment(s); we acknowledge that clean, signed, on-board ocean bill(s) of lading will be required with respect to such shipment(s), and that such bill(s) of lading will evidence shipment(s) on ocean vessel(s) of either (i) U.S. registry or (ii) non-U.S. registry pursuant to a MARAD waiver of the provisions of 46 U.S.C. §1241-1 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended);

☐ Permit the following language or spelling changes:

_____.

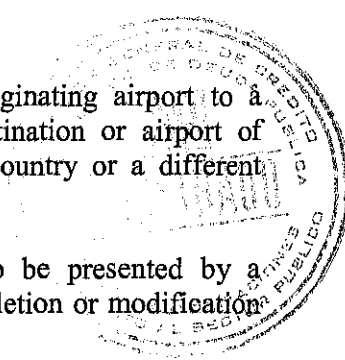
We certify that the requested changes (x) will not constitute or give rise to a material change in the terms and conditions of the Letter of Credit, and (y) are requested in order to: (i) correct a typographical error; (ii) correct an omission; or, (iii) clarify otherwise ambiguous language:

☐ Permit changes made on account of requirements for the following consularized document(s):

_____.

We certify that the requested change(s) shall not result in the modification or elimination of a commercial invoice, which we recognize is a necessary document for presentation;

☐ Permit acceptance of "stale" documents or documents that are presented or are to be presented later than 21 calendar days from the related shipment date, provided that such documents are dated no earlier than the date set forth in Section 2.01 of the Agreement;

- 
- ☐ Permit the change of either (i) the originating port or originating airport to a different U.S. port or U.S. airport; or (ii) the port of destination or airport of destination to a different port located in the Borrower's Country or a different airport located in the Borrower's Country;
- ☐ Permit changes in the number of copies of documents to be presented by a beneficiary, except that such change shall not result in the deletion or modification in the terms of a document required for presentation.

The Letter of Credit needs to be amended because [list reason(s)].¹⁷

If this Amendment is acceptable to the Lender, please approve the amendment of the Letter of Credit in accordance with the terms of this request and the UCP ("Amended L/C").

CERTIFICATE

We hereby certify that:

- (i) all the payments to be made under the Amended L/C will be made exclusively for the purchase in the United States of Goods and Services, [or for the purchase in [name of Borrower's Country] of Local Cost Goods and Services originated or manufactured in [name of Borrower's Country]], and such will be used for lawful purposes in accordance with the Agreement;
- (ii) we have not, and to the best of our knowledge and belief, the beneficiary of the Amended L/C has not, and will not, agree to, offer to, cause to, arrange for or receive, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with Eligible Goods and Services or the Supply Contract(s) or the Ex-Im Bank Guarantee, except for (a) the regular remuneration of regular full-time directors, officers and employees; (b) regular commissions or fees, if any, to regular sales agent or representative and readily identifiable on the party's books and records as to amount, purpose and recipient; or (c) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with the Ex-Im Bank Guarantee;
- (iii) as of the date of this request, no event has occurred and is continuing which constitutes, or but for the requirement of giving notice or lapse of time, or both, would constitute, an Event of Default under the provisions of the Agreement; and

¹⁷ Describe the facts or circumstances that justify the amendment.

- (iv) as of the date of this request, the representations and warranties made by us in the Agreement are true.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

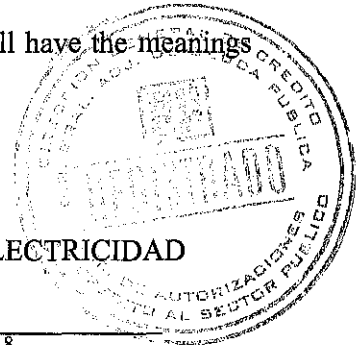
Very truly yours,

COMISION FEDERAL DE ELECTRICIDAD

By: _____
(Signature)¹⁸

Name: _____
(Print)

Title: _____
(Print)



Enclosures

3 copies of proposed Amendment to L/C prepared by L/C Bank

1 copy of amended Supply Contract, purchase order or other document evidencing need for amendment

¹⁸ May only be signed by one of the authorized representatives designated by the Borrower pursuant to Section 6.01(c) of the Agreement.

L/C PROCEDURE

Annex B

Exhibit 10

NOTICE OF LETTER OF CREDIT AMENDMENT

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, DC 20571
Attention: Credit Review and Operations Division

Subject: Ex-Im Bank Transaction No. AP079193XX – Mexico
Comision Federal de Electricidad ("Borrower")
Certificate Approving Letter of Credit No. _____

Ladies and Gentlemen:

In accordance with the terms and conditions of the Credit Agreement ("Agreement"), dated as of _____, 2004, by and among the Borrower, Standard Chartered Bank ("Lender"), and Export-Import Bank of the United States ("Ex-Im Bank"), we hereby notify you of an amendment to Letter of Credit No. _____ ("Letter of Credit") approved by ourselves and by [name of L/C Bank] in accordance with the terms of the Borrower's Request for Lender Approval of Amendment to Letter of Credit, dated as of _____, 20____ ("Borrower's Request") and the UCP. Enclosed herewith are copies of the Borrower's Request and its accompanying documents, along with a copy of the amendment of the Letter of Credit, as approved ("Amended L/C").

The Amended L/C was approved in order to (place an "x" next to each applicable change):

- ☐ Allow sufficient time for the presentation of all documents and the making of all Letter of Credit disbursements by extending the expiry date to the earlier of: (i) _____ or (ii) the Final Disbursement Date deemed by Ex-Im Bank to be effective under the Credit;
- ☐ Extend the final shipment date to the earlier of: (i) _____ or (ii) the Letter of Credit's expiry date;
- ☐ Permit partial shipment(s);
- ☐ Permit transshipments in accordance with the provisions of 46 U.S.C. §1241-1 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended);
- ☐ Permit shipment(s) by any airline rather than ocean vessel; we acknowledge that air waybill(s) will be required with respect to such shipment(s) instead of ocean bill(s) of lading;

☐ Permit a reduction of the Letter of Credit's face amount; we enclose each beneficiary's consent to this request;

☐ Permit "on-deck" shipment(s);

☐ Permit a change in the address of [NAME OF BENEFICIARY], a beneficiary, to the following street address located in the United States:

_____;

☐ Permit ocean shipment(s); we acknowledge that clean, signed, on-board ocean bill(s) of lading will be required with respect to such shipment(s), and that such bill(s) of lading will evidence shipment(s) on ocean vessel(s) of either (i) U.S. registry or (ii) non-U.S. registry pursuant to a MARAD waiver of the provisions of 46 U.S.C. §1241-1 (Public Resolution No. 17 of the 73rd Congress of the United States, as amended);

☐ Permit the following language or spelling changes:

We certify that the requested changes (x) will not constitute or give rise to a material change in the terms and conditions of the Letter of Credit, and (y) are requested in order to: (i) correct a typographical error; (ii) correct an omission; or, (iii) clarify otherwise ambiguous language;

☐ Permit changes made on account of requirements for the following consularized document(s):

We certify that the requested change(s) shall not result in the modification or elimination of a commercial invoice, which we recognize is a necessary document for presentation;

☐ Permit acceptance of "stale" documents or documents that are presented or are to be presented later than 21 calendar days from the related shipment date, provided that

such documents are dated no earlier than the date set forth in Section 2.01 of the Agreement;

- ☐ Permit the change of either (i) the originating port or originating airport to a different U.S. port or U.S. airport; or (ii) the port of destination or airport of destination to a different port located in the Borrower's Country or a different airport located in the Borrower's Country;
- ☐ Permit changes in the number of copies of documents to be presented by a beneficiary, except that such change shall not result in the deletion or modification in the terms of a document required for presentation.

The reason(s) for amending the Letter of Credit are set forth in the Borrower's Request.

CERTIFICATE

We hereby certify that:

1. The Borrower's Request complies in form and substance with Exhibit 6 to Annex B of the Agreement, and that the Borrower has made all certifications set forth therein; and
2. Without independent inquiry and relying solely upon the evidence(s) of authority and specimen signature(s) provided by the Borrower and accepted by Ex-Im Bank in accordance with the terms and conditions of the Agreement or any amendment thereto, the signature(s) appearing on the Borrower's Request correspond to the evidence(s) of authority and specimen signature(s) in effect on the date of such Borrower's Request.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

Very truly yours,

STANDARD CHARTERED BANK

By: _____
(Signature)¹⁹

Name: _____
(Print)

Title: _____
(Print)

Enclosures

- 1 copy of the Borrower's Request and attachments thereto
- 1 copy of the Amended L/C

¹⁹ May only be signed by one of the authorized representatives designated by the Lender pursuant to the Master Guarantee Agreement.

FORM OF BORROWER'S LEGAL OPINION

Annex C



I am the Head of the Legal Department for Comision Federal de Electricidad (the "Borrower"). You have requested our opinion as to certain matters concerning the Credit Agreement (the "Agreement") dated as of _____, 2004, among the Borrower, Standard Chartered Bank (the "Lender"), and the Export-Import Bank of the United States ("Ex-Im Bank"). Terms not otherwise defined in this opinion shall have the meanings assigned to them in the Agreement.

In connection with this opinion, we have reviewed such matters of law, and have examined originals, or copies identified to our satisfaction, of such agreements, corporate records, public records, communications of public officials and other documents and instruments, as we have considered necessary or appropriate.

Based upon the foregoing we are of the opinion that:

(1) Existence. The Borrower is duly organized and validly existing under the laws of the Borrower's Country. The Borrower's existence is not limited by: (a) any applicable law; (b) the terms of any charter, by-law or other similar document of the Borrower; or (c) any other agreement, instrument or document to which the Borrower is a party or by which it is bound.

(2) Authority. The Borrower has the full power, authority and legal right to own and use its properties and carry on its business as now conducted, and to execute, deliver, perform and observe the terms and conditions of the Agreement and the other Borrower Documents. All corporate and other actions have been taken which are necessary or advisable to: (a) authorize the Borrower to execute, deliver, perform and observe the terms and conditions of the Agreement and the other Borrower Documents; and (b) authorize each officer of the Borrower who has signed the Agreement and the other Borrower Documents that have been signed on or before the date hereof to take such action.

(3) Government Authorizations. All consents, licences, approvals and other authorizations of, and exemptions by, any Governmental Authority and, to my knowledge, any Other Governmental Authority, which are necessary or advisable: (a) for the execution, delivery, performance and observance by the Borrower of the Borrower Documents including, without limitation, approvals relating to the availability and transfer of Dollars, if applicable, required to make all payments due under this Agreement and any Note; (b) for the validity, binding effect and enforceability of the Borrower Documents; and, (c) for the execution, delivery and performance of each Supply Contract and the importation and use of the Goods and Services in the Borrower's Country, have been obtained and are in full force and effect.

(4) Recordation. To ensure the legality, validity, enforceability, priority or admissibility in evidence in the Borrower's Country of any of the Borrower Documents, it is not necessary that any of the Borrower Documents be registered, recorded, enrolled or otherwise

filed with any court or other Governmental Authority, or be notarized, or that any documentary stamp or other similar tax, imposition or charge of any kind be paid on or in respect of any of the Borrower Documents, except for the registration of the Agreement or any Note with the Secretaria de Hacienda y Credito Publico of the Borrower's Country.

(5) Restrictions. The execution, delivery, performance or observance by the Borrower of the terms of, and consummation by the Borrower of the transactions contemplated by, each of the Borrower Documents does not and will not conflict with or result in a breach or violation of: (a) the charter, by-laws or similar documents of the Borrower; (b) any law of the Borrower's Country or any other ordinance, decree, constitutional provision, regulation or other requirement of any Governmental Authority (including, without limitation, any restriction on interest that may be paid by the Borrower); or (c) any order, writ, injunction, judgment or decree of any court or other tribunal. Further, the execution, delivery, performance or observance by the Borrower of the terms of, and consummation by the Borrower of the transactions contemplated by each of the Borrower Documents does not and will not conflict with or result in a breach of any agreement or instrument to which the Borrower is a party, or by which it or any of its revenues, properties or assets may be subject, or result in the creation or imposition of any Lien upon any of the revenues, properties or assets of the Borrower pursuant to any such agreement or instrument.

(6) Conflict of Laws and Enforceability.

(a) Under the conflict of laws principles in the Borrower's Country, the choice of law provisions of the Agreement and each Note are valid, binding and not subject to revocation by the Borrower, and, in any proceedings brought in the Borrower's Country for enforcement of any of the Borrower Documents, the choice of the law of the State of New York as the governing law of such documents will be recognized and such law will be applied.

(b) The Agreement and the other Borrower Documents that have been executed on or before the date hereof have been duly executed and delivered by the Borrower. Assuming that the Borrower Documents are legal, valid, binding, and enforceable under the law of the State of New York, each of the Borrower Documents that has been executed and delivered constitutes, and each of the Borrower Documents that may hereafter be executed and delivered will constitute, a direct, general and unconditional obligation of the Borrower that is legal, valid, and binding upon the Borrower and enforceable against the Borrower in accordance with its respective terms, except as such enforceability may be limited by applicable insolvency, reorganization, liquidation, moratorium, readjustment of debt or other similar laws affecting the enforcement of creditors' rights generally and by the application of general principles of equity regardless of whether such enforceability is considered in a proceeding at law or in equity.

(c) Notwithstanding paragraph (a) above, if any of the Borrower Documents were, by their terms, governed by and construed in accordance with the law of the Borrower's Country, or if a court in the Borrower's Country were to apply the law of the Borrower's Country to any of the Borrower Documents, each of the Borrower Documents that has been executed and delivered, and each of the Borrower Documents that may hereafter be executed and delivered, would constitute a direct, general and unconditional obligation of the Borrower that is legal,

valid, and binding upon the Borrower and enforceable against the Borrower in accordance with its respective terms, except as such enforceability may be limited by applicable insolvency, reorganization, liquidation, moratorium, readjustment of debt or other similar laws affecting the enforcement of creditors' rights generally and by the application of general principles of equity regardless of whether such enforceability is considered in a proceeding at law or in equity.

(7) Submission to Jurisdiction, etc. The submission to jurisdiction, appointment for service of process and waiver of security requirements by the Borrower set forth in Sections 12.02, 12.03 and 12.05 of the Agreement, respectively, are each effective and irrevocably binding on the Borrower. It is not necessary that the appointment for service of process described in said Section 12.03 be registered, recorded or filed with any court or other authority in the Borrower's Country or be notarized, or that any documentary, stamp or similar tax, imposition, or charge be paid on or in respect of such appointment.

(8) Commercial Activity. The Borrower Documents and the transactions contemplated thereby constitute commercial activities (rather than governmental or public activities) of the Borrower, and the Borrower is subject to private commercial law with respect thereto. The Borrower has waived, pursuant to Section 12.04 of the Agreement, any right of immunity which it or any of its assets has or may hereafter acquire, whether characterized as sovereign immunity or otherwise, from any legal proceedings in the Borrower's Country to enforce or collect under the Agreement or upon the Notes, or any other liability or obligation of the Borrower related to or arising from the transactions contemplated by any of the Borrower Documents, and such waiver is effective and irrevocably binding on the Borrower, except as provided under Article 4 of the Federal Code of Civil Procedures of Mexico.

(9) Legal Form, Judgments, etc. The Agreement, the Notes, and each of the other Borrower Documents are in proper legal form for enforcement against the Borrower, in the Borrower's Country, in the most expeditious manner available under the law of the Borrower's Country. In the event a final judgment of any state or Federal court in the United States is rendered against the Borrower under any of the Borrower Documents, the same would be enforced by the courts of the Borrower's Country without any further review on the merits; provided, however, that in the case of enforcement in the Borrower's Country, the judgment will be subject to public policy provisions in accordance with the federal civil procedure of Mexico. The enforcement of a foreign judgment relating to any of the Borrower Documents would not be contrary to the law or public policy of the Borrower's Country, any international treaties binding in the Borrower's Country or generally accepted principles of international law.

(10) Pari Passu. The payment obligations of the Borrower under the Agreement and the Notes rank in all respects at least pari passu in priority of payment and in right of security with all other unsecured and unsubordinated External Indebtedness of the Borrower.

(11) Legal Proceedings. No legal proceedings are pending or, to the best of the undersigned's knowledge, threatened before any court or governmental agency that might: (a) materially and adversely affect the Borrower's financial condition, business or operations; (b) restrain or enjoin or have the effect of restraining or enjoining the performance or observance of

the terms and conditions of any of the Borrower Documents; or (c) in any other manner question the validity, binding effect or enforceability of any of the Borrower Documents.

(12) No Taxes. There is no Tax imposed on or in connection with: (a) the execution, delivery or performance of any of the Borrower Documents; (b) the enforcement of any of the Borrower Documents; or (c) on any payment to be made to the Lender or Ex-Im Bank under any of the Borrower Documents.

(13) Licensing & Qualification. Under the law of the Borrower's Country, neither the Lender nor Ex-Im Bank will, by reason of their entering into the Borrower Documents, performing their obligations, and enforcing their rights thereunder: (a) be required to be qualified, licensed or otherwise entitled to do business in the Borrower's Country, or be required to comply with any requirement as to foreign registration or qualification in the Borrower's Country; (b) be subject to taxation in the Borrower's Country; or (c) be required to make any filing with any court or other governmental authority in the Borrower's Country prior to any enforcement of any of the Borrower Documents or performance of any of the transactions contemplated by the Borrower Documents.

Very Truly Yours,

By: _____
(Signature)

Name: _____
(Print)

Title: Head of the Legal Department of
Comision Federal de Electricidad

EXPORT-IMPORT BANK OF THE UNITED STATES
Long Term Credit / Guarantee – Acquisition List

Effective Date: _____

Exporter's Name: _____

U.S. Street Address: _____

Telephone Number: _____

Fax Number: _____

Authorized Party Providing Information: _____

Signature: _____

Supply Contract/Purchase Order Number: _____

RE: Ex-Im Bank Credit/Guarantee Number: _____

Project Name/Identification: _____

Purchaser: _____

Country: _____

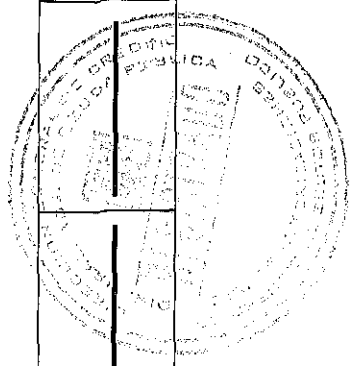
To the best of our knowledge the following is true and accurate, representing the identifiable or most likely procurement (sources and description of goods and services) covered under the Credit / Guarantee.

SECTION A - U.S. Procured Goods And Services

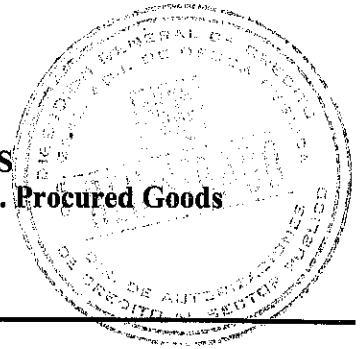
Reference Number	Description of goods a/o Services (including model, # of units if applicable) SIC or NAICS code	Manufacturer & address of manufacture, plus (if different) Exporter and address	USD U.S. Export Value of described Products a/o Services (U.S. Content Amount)	Est. Date of Shipping or service execution
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

FORM OF ACQUISITION LIST Annex D

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EXPORT-IMPORT BANK OF THE UNITED STATES
Long Term Credit/Guarantee – Acquisition List (continuation page U.S. Procured Goods
and Services) __ of __



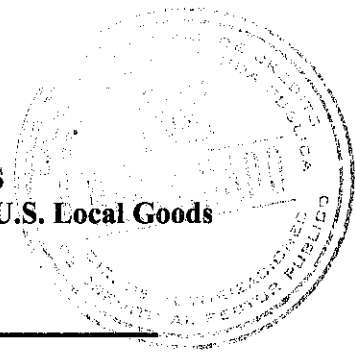
RE: Project Name/Identification: _____ Ef

SECTION A – U.S. Procured Goods and Services (continued)

Reference Number	Description of goods a/o Services (including model, # of units if applicable) SIC or NAICS code	Manufacturer & address of manufacture, plus (if different) Exporter and address	USD U.S. described Services Amount)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Net Contract Price: _____
 Estimated Foreign Content in
 Net Contract Price: _____

EXPORT-IMPORT BANK OF THE UNITED STATES
Long Term Credit/Guarantee – Acquisition List (continuation page for U.S. Local Goods
and Services) __ of __



Exporter's Name: _____
 U.S. Street Address: _____

 Telephone Number: _____
 Fax Number: _____

RE: Project Name/Identification: _____ Ef

SECTION B – Local Goods and Services

Reference Number	Description of goods a/o Services (including model, # of units if applicable) SIC or NAICS code	Manufacturer & address of manufacture, plus (if different) Exporter and address	USD U.S. described Services Amount)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Associated Local Costs:			_____

Sections A and B have been reviewed and approved by the E&E Division: _____ Initials: _____