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LOAN NUMBER 1598 CO

# **Subsidiary Loan Agreement**

**(Seventh Development Finance Companies Project)**

**between**

**BANCO DE LA REPUBLICA**

**and**

**CORPORACION FINANCIERA COLOMBIANA**

**Dated July 27, 1978**

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**SUBSIDIARY LOAN AGREEMENT**

AGREEMENT, dated July 27, 1978, between BANCO DE LA REPUBLICA (hereinafter called Banco) and CORPORACION FINANCIERA COLOMBIANA (hereinafter called Financiera).

WHEREAS by a loan agreement of even date herewith (hereinafter called the Loan Agreement) between International Bank for Reconstruction and Development (hereinafter called the Bank) and Banco, the Bank has agreed to make to Banco a loan in various currencies equivalent to one hundred million dollars (\$100,000,000) (hereinafter called the Loan) on the terms and conditions set forth therein;

WHEREAS under the terms of said Loan Agreement, Banco has agreed to relend to Financiera part of the proceeds of the Loan under a subsidiary loan agreement satisfactory to the Bank; and

WHEREAS the parties hereto have agreed to enter into this Agreement, which is one of the Subsidiary Loan Agreements referred to in Section 3.03 of the Loan Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

**ARTICLE I**

**Definitions**

Section 1.01. Wherever used in this Agreement, unless the context shall otherwise require, the several terms defined in the Loan Agreement shall have the respective meanings therein set forth and the term "Subsidiary Loan" means the loan provided for under Section 2.01 of this Agreement.

**ARTICLE II**

**The Subsidiary Loan**

Section 2.01. Banco agrees, subject to the provisions of the Loan Agreement, to relend to Financiera, such amounts in various currencies out of the proceeds of the Loan as shall be withdrawn by Banco from the Loan Account on account of expenditures for eligible sub-loans or investments made by Financiera, on such terms and conditions as are set forth or referred to in this Agreement.

Section 2.02. (a) Upon request of Financiera, Banco shall forthwith (i) request the Bank to approve sub-loans or investments in respect of which the approval of the Bank is required or to authorize withdrawals from the Loan Account in respect of free-limit sub-loans or free-limit investments; (ii) make application for withdrawal from the Loan Account of amounts which Banco is entitled to withdraw therefrom in accordance with Section 2.02 of the Loan Agreement for Investment Projects or Technology Improvement Programs or Pollution Control Programs financed by Financiera; and (iii) pay to, or on the order of, Financiera the amounts so withdrawn; provided, however, that if Banco shall determine, after taking into account the economic policies of the Guarantor, that any Investment Project or Technology Improvement Program or Pollution Control Program in respect of which a request for the Bank's approval or authorization to make withdrawals is received from Financiera, shall not make a significant contribution to the economic development of Colombia, Banco may, by notice to the Bank and Financiera setting forth the reasons for such determination, refuse to submit such request for approval or authorization and the corresponding applications for withdrawal.

(b) Financiera shall furnish to Banco for each Investment Project or Technology Improvement Program or Pollution Control Program the documents and other evidence required by paragraph (a) or (b) of Section 2.03 of the Loan Agreement, as the case may be, and such other information as Banco shall reasonably request.

Section 2.03. Banco shall open a Subsidiary Loan Account on its books in the name of Financiera and shall credit to it the amount of the Subsidiary Loan. Any amount of the Subsidiary Loan shall be deemed to be withdrawn from the Subsidiary Loan Account simultaneously with each withdrawal by Banco from the Loan Account in accordance with Section 2.02 of this Agreement, and in the same amounts and currencies of such withdrawal.

Section 2.04. The several portions of the principal amount of the Subsidiary Loan withdrawn from the Subsidiary Loan Account shall be repaid by Financiera to Banco in pesos. Unless the Guarantor, the Bank and Banco shall otherwise agree pursuant to the provisions of the Loan Agreement, the amounts in pesos to be so repaid by Financiera shall be determined, for each such portion of the Subsidiary Loan, by agreement between Banco and Financiera at the time Banco shall have authorized the withdrawals from the Subsidiary Loan Account, to be either:

(a) the peso equivalent of the foreign currency amounts so withdrawn determined as of the respective date of each withdrawal; or

(b) the peso equivalent of the value in dollars of the amounts in foreign currency so withdrawn determined as of the respective dates of repayment;

provided, however, that: (i) in respect of any portion of the Subsidiary Loan withdrawn for the purpose of making a sub-loan, the choice between paragraph (a) or paragraph (b) of this Section shall be determined by the corresponding repayment provisions of such sub-loan pursuant to Section 3.06 (a) of the Loan Agreement; (ii) any portion of the Subsidiary Loan withdrawn for the purpose of making an investment in an Investment Enterprise referred to in Section 3.06 (a) (vi) of the Loan Agreement (other than an investment referred to in (iii) below) shall always be repaid in accordance with the provisions of paragraph (b) of this Section; and (iii) any portion of the Subsidiary Loan withdrawn for the purpose of making a minority investment in an Investment Enterprise for any of the purposes set forth in Section 3.01 (a) (iii) of the Loan Agreement shall always be repaid in accordance with the provisions of paragraph (a) of this Section.

Section 2.05. Unless the Guarantor, the Bank and Banco shall otherwise agree pursuant to Sections 2.02, 2.03, 3.06, 3.07 and 3.08 of the Loan Agreement, Financiera shall pay to Banco interest in pesos in the following manner:

(a) On portions of the Subsidiary Loan repayable in accordance with Section 2.04 (a) of this Agreement, interest shall be paid at an annual rate of twenty-two per cent (22%), with the exception of those portions of the Subsidiary Loan used for making: (i) sub-loans for or investments in Industrial Decentralization Investment Projects where the interest rate shall be twenty-one per cent (21%) per annum; and (ii) Technology Improvement Programs or Pollution Control Programs where the interest rate shall be sixteen per cent (16%) per annum.

(b) On portions of the Subsidiary Loan repayable in accordance with Section 2.04 (b) of this Agreement, interest shall be paid at an annual rate of eight per cent (8%).

(c) On portions of the Subsidiary Loan used for making minority investments in Investment Enterprises for any of the

purposes set forth in Section 3.01 (a) (iii) of the Loan Agreement, interest shall be paid at an annual rate ranging from twenty per cent (20%) to twenty-two per cent (22%), to be determined by Banco.

(d) Interest on each such portion of the Subsidiary Loan shall:

- (i) be calculated on the principal amount of the Subsidiary Loan outstanding at each interest payment date, provided, however, that whenever such principal amount shall be repayable in accordance with Section 2.04 (b) of this Agreement, the peso equivalent of each such portion of the Subsidiary Loan shall be determined as of the date of the interest payment to be made;
- (ii) accrue from the respective dates on which each such portion shall have been withdrawn; and
- (iii) be computed on the basis of a 360-day year of twelve 30-day months.

Section 2.06. (a) Financiera shall pay in pesos to Banco a commitment charge equivalent to one-sixth of the amount of the commitment charge payable by Banco to the Bank pursuant to Section 2.05 of the Loan Agreement, subject to such adjustments as Banco shall from time to time reasonably determine as any portion of the Loan is relented to any of the Financiera.

(b) At the written request of Financiera, Banco shall forthwith request the Bank to enter into special commitments in respect of the cost of imported goods required to carry out any Investment Project or Technology Improvement Program or Pollution Control Program approved by the Bank or authorized for withdrawal by the Bank. Such special commitments shall be upon such terms as shall be agreed upon between the Bank and Banco, as provided in the Loan Agreement, and Financiera shall pay to Banco the equivalent in pesos of the amount of such commitment charge payable by Banco to the Bank pursuant to Section 3.02 of the General Conditions, such equivalent to be determined as of the respective dates on which such commitment charge is so payable.

Section 2.07. (a) Financiera shall repay the principal amount of each portion of the Subsidiary Loan withdrawn from the Subsidiary Loan Account in accordance with the amortization

schedule applicable to the Investment Project or Technology Improvement Program or Pollution Control Program for which such portion shall have been withdrawn. Any such amortization schedule shall provide for full repayment of funds lent or invested by Financiera for any such Investment Project or Technology Improvement Program or Pollution Control Program in approximately equal semiannual, or more frequent, aggregate payments of principal and interest or approximately equal semiannual, or more frequent, payments of principal, payable on January 31 and July 31 in each year and shall conform to the provisions of Sections 3.06 (a) (i) and (b) (iii), 3.07 (iii) and 3.08 (b) (iv) of the Loan Agreement.

(b) Notwithstanding paragraph (a) of this Section, if an Investment Enterprise shall repay in advance of maturity all or any portion of the principal amount of any sub-loan, or if Financiera shall sell, transfer, assign or otherwise dispose of, for value, a sub-loan or an investment or any part thereof, Financiera shall repay to Banco on the next following interest payment date an amount of the Subsidiary Loan equivalent to the amount withdrawn from the Subsidiary Loan Account in respect of such sub-loan or investment or part thereof and corresponding to the principal amount of the Loan to be repaid by Banco to the Bank pursuant to Section 2.09 of the Loan Agreement.

Section 2.08. Interest and commitment charges shall be payable by Financiera to Banco semiannually on January 31 and July 31 in each year.

Section 2.09. Except as Banco and Financiera shall otherwise agree, Financiera may repay in advance of maturity at par all or part of the principal amount of the Subsidiary Loan and any such repayment shall be applied to the several maturities thereof in inverse chronological order.

Section 2.10. Whenever it shall be necessary for the purposes of this Agreement to determine the value in terms of pesos of any foreign currency, such value shall be as determined by the Bank from time to time.

### ARTICLE III

#### The Project; Use of Proceeds of the Subsidiary Loan

Section 3.01. This Subsidiary Loan is made by Banco to Financiera exclusively for the financing of the Project described

in Section 3.01 of the Loan Agreement and Financiera shall apply the proceeds thereof exclusively to finance the Investment Projects, Technology Improvement Programs and Pollution Control Programs for which they were withdrawn and in accordance with, and subject to, the provisions of the Loan Agreement and of this Agreement.

Section 3.02. (a) Financiera undertakes that, unless the Bank shall otherwise agree, it will not make any further commitments, out of the proceeds of the Loan relent to it by the Borrower, for financing of Investment Projects through sub-loans, or investments other than sub-loans repayable in accordance with the method set forth in Section 3.06 (a) (iii) (B) of the Loan Agreement, if, at any time during the twelve months following the date of this Agreement, the Bank shall determine that the average cost-of-living index in Colombia (as hereinafter defined) for the six consecutive calendar month period immediately preceding such determination shall have been more than 123% of the same index for the six consecutive calendar month period commencing with the same month in the preceding calendar year, until a rate of interest for sub-loans and investments referred to in Section 3.01 (a) (i) of the Loan Agreement acceptable to the Bank has been adopted by the Borrower and the Financiera. For the purposes of this sub-paragraph, "average cost-of-living index in Colombia" shall mean, in respect of any six consecutive calendar month period, the arithmetic mean of the Indices Nacionales de los Precios al Consumidor (Costo de Vida) - Obreros published for each month by the Departamento Administrativo Nacional de Estadística of the Guarantor or, in the absence of such Indice, of such other similar monthly indices as shall be determined or approved by the Bank.

(b) Without limitation upon the generality of paragraph (a) of this Section, Financiera undertakes that, unless the Bank shall otherwise agree, it will not make any further commitments out of the proceeds of the Loan relent to it by the Borrower, for financing of Investment Projects through sub-loans or investments other than sub-loans repayable in accordance with the method set forth in Section 3.06 (a) (iii) (B) of the Loan Agreement at any time after twelve months from the date of this Agreement or after the Bank has approved or authorized withdrawals for sub-loans or investments repayable in accordance with the method set forth in Section 3.06 (a) (iii) (A) of the Loan Agreement in an aggregate

amount corresponding to forty percent of the amount of the Loan, whichever occurs earlier, until the Guarantor, the Bank and the Borrower have:

- (i) reviewed the appropriateness of the rate of interest for sub-loans and investments referred to in Section 3.01 (a) (1) of the Loan Agreement in the light of inflation trends and future inflation prospects in Colombia and abroad; and
- (ii) agreed on, the rate of interest for such sub-loans and investments.

#### ARTICLE IV

##### Particular Covenants of the Financiera

Section 4.01. Financiera shall carry out the Project and conduct its operations and affairs in accordance with sound financial and investment standards and practices, under the supervision of qualified and experienced management, and in accordance with its Estatutos and its Statement of Operating Policies and Procedures.

Section 4.02. Financiera shall take such measures and action necessary or convenient for the expansion of its operations and for the improvement of appraisal and supervision of Investment Projects, Technology Improvement Programs and Pollution Control Programs as shall be agreed from time to time between the Bank and Financiera.

Section 4.03. (a) Financiera shall exercise its rights in relation to each of its Investment Projects, Technology Improvement Programs and Pollution Control Programs financed in whole or in part out of the proceeds of the Loan in such manner as to protect the interests of the Bank, Banco and Financiera.

(b) Financiera undertakes that, unless the Bank shall otherwise agree, any sub-loan or investment will be made on terms whereby Financiera shall obtain, by written contract with the Investment Enterprise or by other appropriate legal means, adequate rights protecting the interests of the Bank, Banco and Financiera, enabling Banco to carry out its obligations under the Loan Agreement, and including, without limitation, in the case of any such sub-loan and, to the extent that it shall be appropriate, in the case of any such investment, the right to:



- (i) cause such Investment Enterprise to carry out and operate the respective Investment Project or Technology Improvement Program or Pollution Control Program with due diligence and efficiency and in accordance with sound technical, managerial and financial standards, including the maintenance of adequate records and documents;
- (ii) apply to sub-loans the terms and conditions set forth or referred to in Sections 3.06 (a) and 3.07 of the Loan Agreement;
- (iii) cause such Investment Enterprise to use the proceeds of the Loan exclusively to finance the goods and services required to carry out the Investment Project or Technology Investment Program or Pollution Control Program in respect of which such proceeds were withdrawn and ensure that such goods and services shall be used exclusively in the carrying out of such Investment Project or Technology Improvement Program or Pollution Control Program;
- (iv) ensure the Bank's and Financiera's rights to inspect such goods and the sites, works, plants and construction included in such Investment Project or Technology Improvement Program or Pollution Control Program, the operation thereof and any relevant records and documents;
- (v) require that such Investment Enterprise shall take out and maintain with responsible insurers such insurance, against such risks and in such amounts, as shall be consistent with sound business practice and that, without any limitation upon the foregoing, such insurance shall cover marine, transit and other hazards incident to the acquisition, transportation and delivery of the goods financed out of the proceeds of the Loan to the place of use or installation, and that any indemnity thereunder shall be payable in a currency freely usable by such Investment Enterprise to replace or repair such goods;

- (vi) obtain all such information as the Bank, Banco and Financiera shall reasonably request relating to the foregoing and to the administration, operations and financial condition of such Investment Enterprise;
- (vii) establish and amend the amortization schedule applicable to the respective sub-loan in accordance with Section 2.07 of this Agreement; and
- (viii) suspend or terminate further access by such Investment Enterprise to the use of the proceeds of the Loan upon failure by such Investment Enterprise to carry out the terms of such sub-loan or investment.

Section 4.04. (a) Financiera shall furnish to the Bank all such information as the Bank shall reasonably request concerning the expenditure of the proceeds of the Loan, the Project, the Investment Enterprises, its Investment Projects, Technology Improvement Programs and Pollution Control Programs, the sub-loans and investments and the administration, operations and financial condition of Financiera.

(b) Financiera shall maintain records adequate to record the progress of the Project and of each of its Investment Projects, Technology Improvement Programs and Pollution Control Programs (including the cost thereof) and to reflect in accordance with consistently maintained sound accounting practices the operations and financial condition of Financiera. Financiera shall enable the Bank's representatives to examine such records.

(c) Financiera shall: (i) have its accounts and financial statements (balance sheets, statements of income and expenses and related statements) for each fiscal year audited in accordance with sound auditing principles consistently applied, by independent auditors acceptable to the Bank; (ii) furnish to the Bank, as soon as available but in any case not later than four months after the end of each such year, (A) certified copies of its financial statements for such year as so audited, and (B) the report of such audit by said auditors, of such scope and in such detail as the Bank shall have reasonably requested; and (iii) furnish to the Bank such other information concerning the accounts and financial statements of Financiera and the audit thereof as the Bank shall from time to time reasonably request.

Section 4.05. (a) Financiera shall cooperate fully with the Bank to assure that the purposes of the Loan will be accomplished. To that end, Financiera shall from time to time, at the request of the Bank exchange views with the Bank through their representatives with regard to the progress of the Project, the performance by Financiera of its obligations under this Agreement, the administration, operations and financial condition of Financiera and any other matters relating to the purposes of the Loan.

(b) Financiera shall promptly inform Banco and the Bank of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Loan, the maintenance of the service of the Subsidiary Loan or the performance by Financiera of its obligations under this Agreement.

Section 4.06. (a) Financiera shall consult Banco concerning any proposed amendment of its Estatutos and its Statement of Operating Policies and Procedures and shall not, without the prior approval of Banco, amend, abrogate or waive any provision thereof.

(b) Financiera shall transmit to Banco, for its prior approval, any substantial changes proposed to be made in respect of the repayment provisions of any sub-loan.

Section 4.07. Without limitation on the obligations of Financiera set forth in Section 2.07 (b) of this Agreement, if Financiera shall sell, lease, transfer, mortgage or otherwise dispose of or encumber its property or assets except in the ordinary course of its operations as set forth in its Statement of Operating Policies and Procedures, Financiera shall, unless Banco otherwise agrees, promptly repay an amount of the Subsidiary Loan equivalent to the fair value of such property or assets or make other arrangements satisfactory to Banco to protect or secure the interests of Banco.

Section 4.08. (a) Financiera shall make all reasonable efforts to (i) raise on an annual basis, if the circumstances prevailing in the capital market within the territories of the Guarantor so permit, resources in such capital market in such amounts as shall be equivalent to the amounts disbursed in each year by Financiera under this Subsidiary Loan Agreement and the Prior Subsidiary Loan Agreement less repayments under this Subsidiary Loan Agreement and under the Prior Subsidiary Loan Agreement; and (ii) with a view to raising funds as provided in paragraph (i) of this Section, cooperate with one or more other Financieras to

raise or mobilize, through the sale within the territories of the Guarantor of debt securities or instruments or through increases in the "consolidated capital and surplus of Financiera and all its Financial Subsidiaries" (as defined in Section 4.09 (e) of this Agreement), such amounts in pesos as shall be required to increase the total aggregate resources available for the operation of all Financieras during the period June 30, 1978 to December 31, 1979, by an amount equivalent to not less than one and one-half billion Colombian pesos (Col\$1,500,000,000), or such other amount as shall be agreed by the Bank.

(b) Financiera shall, at the time of the review of the rate of interest for sub-loans and investments referred to in Section 3.02 (b) of this Agreement, review and analyze together with the Guarantor, the Bank and Banco (A) the progress made by the Financieras in raising domestic resources and resolving the problems associated with their previous bond issues, and (B) the mechanisms for utilization of the funds so raised in medium- and long-term financing of productive facilities and resources.

Section 4.09. Except as the Bank shall otherwise agree, Financiera shall not incur, or permit any of its Financial Subsidiaries to incur any debt if, after the incurring of such debt, the consolidated debt of Financiera and all its Financial Subsidiaries then incurred and outstanding would be greater than nine times the consolidated capital and surplus of Financiera and all its Financial Subsidiaries. For the purposes of this Section:

(a) "debt" means any debt incurred by Financiera or any of its Financial Subsidiaries, any interest due and payable and any other liabilities of Financiera;

(b) debt shall be deemed to be incurred (i) under a loan contract or agreement, on the date and to the extent that the amount of the loan is drawn down and outstanding pursuant to such loan contract or agreement, and (ii) under a guarantee agreement, on the date the agreement providing for such guarantee has been entered into, but only to the extent that the guaranteed debt is outstanding;

(c) whenever in connection with this Section it shall be necessary to value in terms of pesos debt payable in a foreign currency, such valuation shall be made on the basis of the prevailing lawful rate of exchange at which such foreign currency is, at the time of such valuation, obtainable by Financiera or its Financial Subsidiaries for the purposes of servicing such debt;

(d) "consolidated debt of Financiera and all its Financial Subsidiaries" means the total amount of debt of Financiera and all its Financial Subsidiaries, excluding any debt owed by Financiera to any Financial Subsidiary or by any Financial Subsidiary to Financiera or to any other Financial Subsidiary;

(e) "consolidated capital and surplus of Financiera and all its Financial Subsidiaries" means the aggregate of the total unimpaired paid-up capital and the unallocated surplus and free reserves of Financiera and all its Financial Subsidiaries, including the surplus resulting from revaluations, acceptable to its independent auditors, of fixed assets and equity investments held for a period in excess of one year, after excluding therefrom such amounts as shall represent (i) equity interests of Financiera in any Financial Subsidiary or of any Financial Subsidiary in Financiera or any other Financial Subsidiary, and (ii) provisions for probable losses on the outstanding amount of all loans and investments made or guarantees given by Financiera as shall have been determined by Financiera and accepted by its independent auditors to be adequate to cover the risk of such losses in accordance with sound business and financial practices; and

(f) "Financial Subsidiary" means any subsidiary which, in the judgment of the Bank, is engaged in promotional, financial or technical activities similar or complementary to the operations of Financiera.

The provisions of this Section supersede all prior agreements between Banco and Financiera relating to the relationship between the debt and the equity of Financiera and its subsidiaries.

Section 4.10. (a) Except as the Bank shall otherwise agree, Financiera's current assets shall not be greater than four and one-half times the consolidated capital and surplus of Financiera and its Financial Subsidiaries.

(b) For purposes of this Section: (i) "Financiera's current assets" means cash, deposits, securities maturing in less than one year, accounts receivable, loans made having an original final maturity of less than one year, the current portion of medium- and long-term loans, investments made for liquidity purposes and letters of credit excluding those issued for the purchase of equipment to be utilized for an Investment Project; and (ii) "consolidated capital and surplus of Financiera and its Financial Subsidiaries" has the same meaning as in Section 4.09 of this Agreement.

Section 4.11. Financiera shall at all times take all steps necessary to maintain its corporate existence and right to carry on its operations and shall take all steps necessary to maintain and renew all rights, powers, privileges and franchises which are necessary or useful in the conduct of its business.

Section 4.12. Financiera shall cause each of its subsidiaries (if any) to observe and perform the obligations of Financiera hereunder to the extent to which such obligations shall or can be applicable thereto, as though such obligations were binding upon each of such subsidiaries.

Section 4.13. Financiera shall take such steps, satisfactory to the Bank, as shall be necessary to protect itself against risk of loss resulting from changes in the rates of exchange between the currencies (including pesos) used in its lending and borrowing operations.

## ARTICLE V

### Remedies

Section 5.01. (a) If (i) a default shall have occurred in the due and punctual payment of any amount payable by Financiera to Banco under this Agreement; or (ii) a default shall have occurred in the performance of any other obligation on the part of Financiera under this Agreement; or (iii) the Bank shall have declared the principal amount of the part of the Loan relent to Financiera pursuant to this Agreement and then outstanding to be due and payable immediately, then Banco may by notice to Financiera suspend in whole or in part the right of Financiera to request Banco to withdraw from the Loan Account the amount of the Loan allocated to Financiera and such right shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist or until Banco shall have notified Financiera that such right has been restored, whichever is the earlier.

(b) If Banco's right under the Loan Agreement to make withdrawals from the Loan Account shall have been suspended or terminated with respect to any amount in the Loan Account allocated to Financiera, regardless of the reason therefor, then the right of Financiera to make withdrawals from the Subsidiary Loan Account as provided in this Agreement shall likewise and simultaneously be suspended or terminated, as the case may be.

Section 5.02. If (i) the event described in Section 5.01 (a) (i) of this Agreement shall have occurred and it shall continue for a period of thirty days after notice thereof shall have been given by Banco to Financiera; or (ii) the event described in Section 5.01 (a) (ii) of this Agreement shall have occurred and it shall continue for a period of sixty days after notice thereof shall have been given by Banco to Financiera; or (iii) the event described in Section 5.01 (a) (iii) of this Agreement shall have occurred and be continuing, then Banco, at its option, may declare the principal amount of the Subsidiary Loan then outstanding to be due and payable immediately, and upon such declaration such principal amount together with interest and other charges thereon shall become due and payable immediately, anything in this Agreement to the contrary notwithstanding.

## ARTICLE VI

### Miscellaneous

Section 6.01. This Agreement shall not enter into force and effect until the Loan Agreement shall have become effective in respect of Financiera.

Section 6.02. If and when the entire principal amount of the Subsidiary Loan withdrawn from the Subsidiary Loan Account and all interest and other charges which shall have accrued thereon shall have been paid, this Agreement and all the obligations hereunder shall forthwith terminate.

Section 6.03. (a) Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given or made when it shall be delivered, in the case of Banco at its principal office in Bogotá, Colombia, and in the case of Financiera at its principal office in Bogotá, Colombia, or at such other address which Banco or Financiera may from time to time specify in writing to the other party.

(b) Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement on behalf of Banco may be taken or executed by its General Manager or such person or persons as he shall designate in writing.

(c) Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement on behalf of Financiera may be taken or executed by its President or such person or persons as he shall designate in writing.

Section 6.04. This Agreement may be executed in several counterparts, each of which shall be an original and all collectively but one instrument.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Subsidiary Loan Agreement to be signed in their respective names and delivered in the District of Columbia, United States of America as of the day and year first above written.

BANCO DE LA REPUBLICA

By /s/ Antonio José Gutiérrez  
Authorized Representative

CORPORACION FINANCIERA COLOMBIANA

By /s/ Roberto Pardo  
Authorized Representative