

FORM OF FLOATING RATE GLOBAL NOTE FOR
MEDIUM TERM SOVEREIGN TRANSACTIONS IN VENEZUELA (INSURANCE)

THE BOLIVARIAN REPUBLIC OF VENEZUELA,
acting by and through its Ministry of Finance

PROMISSORY NOTE¹

US\$ _____, 20__

FOR VALUE RECEIVED, [name and address of the Borrower] (the “Maker”) by this promissory note (this “Note”) hereby unconditionally promises to pay [Lender] (the “Lender”) at [name and address of a banking institution in United States that is authorized to accept deposits] the principal sum of _____ United States Dollars [and _____ cents] (US\$ _____) or such lesser amount as shall be advanced by the Lender to the Maker and evidenced hereby as set forth on the grid attached hereto as Schedule 1, 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 above LIBOR² (as hereinafter defined); *provided* that, beginning on the Eximbank 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.³

For purposes of this Note, (a) “LIBOR” shall mean, in relation to any Interest Period (as hereinafter defined), the rate of interest per annum (rounded upward, if necessary, to the nearest one-sixteenth of one percent (1/16 of 1%)) quoted by the principal London office of the Lender or an affiliate of the Lender designated by the Lender at approximately 11:00 a.m. (London time) two Business Days (as hereinafter defined) prior to the first day of such Interest Period for the offering to leading banks in the London interbank market of United States Dollar deposits for a period and in an amount comparable to such Interest Period and the principal amount upon which interest is to be paid during such Interest Period;⁴ (b) “Special LIBOR” shall mean, with respect to any Interest Period, the rate of interest per annum specified as the Dollar LIBOR Interbank fixing rate in the Financial Times under the table entitled “Money Rates”, 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

¹ Do not consolidate or otherwise move around the paragraphs in this Note. Specific provisions of this Note are identified in the Agreement by the paragraphs in which such provisions appear.

² An alternative Reference Rate (e.g., “Treasury”, “Prime”, etc) may be used in place LIBOR if approved in writing by Eximbank.

³ All references to Special LIBOR remain even if an alternative Reference Rate is used in place of LIBOR.

⁴ A different definition of LIBOR may be used if approved in writing by Eximbank.

Period; *provided* that 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; (c) “Interest Period” shall mean, with respect to any amount of principal advanced, (i) the period commencing on the relevant Disbursement Date listed on the first column of Schedule 1 with respect to such amount and extending up to, but not including, the next Payment Date (as hereinafter defined); *provided*, however, that if such Disbursement Date is within sixty (60) days of such Payment Date⁵, the Interest Period shall end on the next succeeding Payment Date; and (ii) thereafter the period commencing on each Payment Date and extending up to, but not including, the next Payment Date; [and] (d) “Business Day” shall mean any day [on which dealings in Dollar deposits are carried on in the London interbank market and] on which the Federal Reserve Bank of New York [and commercial banks in London and New York City are]/[is] open for domestic and foreign exchange business.⁶

The principal hereof shall be due and payable semi-annually on _____ 15 and _____ 15 of each year (each, a “Payment Date”), beginning on the first such Payment Date set forth in Schedule 2 hereto. Each payment of principal shall be in the percentage amounts set forth in such Schedule 2 hereto as hereinafter provided. Interest on the amount of said principal amount remaining unpaid from time to time is due and payable on each Payment Date of each year, beginning on _____ 15, 20__ and thereafter so long as any principal hereof remains outstanding. 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.⁷

[In the event that any amount of the principal hereof 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 (x) _____ percent (___%) per annum above the interest rate then applicable under first paragraph hereof until the end of the then current Interest Period, and (y) thereafter _____ percent (___%) per annum above the [the Lender to specify rate].]⁸

[Notwithstanding the fourth paragraph hereof,] beginning on the date (the “Eximbank Claim Payment Date”) on which the Export-Import Bank of the United States (“Eximbank”) shall have

⁵ If the Lender and a Borrower agree on a longer or shorter billing cycle and this is agreed to by Ex-Im Bank in writing, then such alternative billing cycle period should be specified here.

⁶ The bracketed text is only to be used if the Reference Rate is a “LIBOR” based rate. The Lender is permitted to use an alternative definition of Business Day if Ex-Im Bank accepts it in writing.

⁷ A day count basis of actual/365 days instead of actual/360 days is permitted if approved in writing by Eximbank.

⁸ The Lender has the option to either delete this paragraph or to provide alternative language which, if acceptable to Ex-Im Bank, may be used.

made a claim payment to the Lender under its Medium Term Single Buyer [**Policy/Commitment No. _____**], in the event any amount of principal of or accrued interest on this Note owing to Eximbank is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to Eximbank, 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 otherwise then applicable under the first paragraph hereof.

All payments received hereunder shall be applied in the manner and order of priority determined by the Lender in its sole discretion.

Whenever any payment falls due on a day that is not a Business Day, the due date for payment shall be extended to the next following Business Day.

All payments to be made by the Maker under this Note shall be made in United States 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, without set-off, counterclaim, deduction, withholding on account of taxes levied or imposed under the laws of the Government of The Bolivarian Republic of Venezuela, restrictions or conditions of whatever nature.

The Maker may from time to time prepay on any Payment Date all or part of the principal amount of this Note, *provided* that: (a) any partial prepayment shall be in a minimum principal amount of [**the Lender to specify amount in US\$**]; (b) the Maker shall have given the Lender and Eximbank at least ten (10) days' prior written notice of the prepayment (which notice shall be irrevocable); and (c) the Maker shall have paid in full all amounts due under this Note as of the date of such prepayment, including interest on the amount prepaid which has accrued to the date of prepayment. Prepayments shall be applied to the installments of principal of this Note in the inverse order of their maturity, and, in cases where more than one promissory note of the Maker is outstanding, pro rata to each such promissory note.⁹

Upon default in the prompt and full payment of any installment of principal hereof or the interest on this Note, the entire outstanding principal amount hereof and interest on the Note to the date of payment shall immediately become due and payable at the option and upon the demand of Eximbank.

This 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, and, as to interest, only to the extent of the interest accrued thereon.

The obligations of the Maker under this Note are obligations for which the full faith and

⁹ Alternative language provided by the Lender that is acceptable to Ex-Im Bank may be used in this paragraph.

credit of The Bolivarian Republic of Venezuela are pledged.

The Maker hereby waives demand, diligence, presentment, protest, and notice of every kind, and warrants to the holder that all action 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. The failure of the holder hereof or of Eximbank to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance.

To the maximum extent permitted by law, the Maker agrees to pay on demand all costs and expenses of the Lender or Eximbank that are incurred in connection with the enforcement of this Note, including, but not limited to, reasonable attorneys' fees and expenses related thereto.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, U.S.A.¹⁰

THE BOLIVARIAN REPUBLIC OF VENEZUELA,
acting by and through its Ministry of Finance

By _____
(Signature)

Name _____
(Print)

Title _____
(Print)

Promissory Note No. _____

¹⁰ If the Note is in a face amount of US\$250,000.00 or less, it may be governed by the laws of the District of Columbia, if the Lender prefers.

Schedule 1

<u>Disbursement Date</u> ¹¹	<u>Amount of Principal Advanced</u>	<u>Signature of Authorized Officer of the Lender</u>
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		

¹¹ Each Disbursement must be separately listed in this grid, including Disbursements made on the same day.

Schedule 2

<u>No.</u>	<u>Payment Date</u> ¹²	<u>Amortization Percentage</u>	<u>Amount of Principal Repaid</u>	<u>Remaining Amount of Principal to be Repaid</u>	<u>Signature of Authorized Officer of the Lender</u>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

¹² This and the following columns (except the signature column which is completed upon receipt of the relevant payment) are to be completed when the Note is executed.