Guarantee Agreement

(Enhancing Waterway Connectivity and Water Service Provision in Colombia’s Plan Pazifico Project)

between

REPUBLIC OF COLOMBIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
GUARANTEE AGREEMENT

AGREEMENT between REPUBLIC OF COLOMBIA ("Guarantor") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") ("Guarantee Agreement") in connection with the Loan Agreement of the Signature Date between the Bank and the Borrower ("Loan Agreement"). The Guarantor and the Bank hereby agree as follows:

ARTICLE I – GENERAL CONDITIONS; DEFINITIONS

Section 1.01. The General Conditions (as defined in the Appendix to the Loan Agreement) constitute an integral part of this Agreement.

Section 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Loan Agreement.

ARTICLE II – GUARANTEE

Section 2.01. Without limitation or restriction upon any of its other obligations under the Guarantee Agreement, the Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of all Loan Payments payable by the Borrower pursuant to the Loan Agreement.

ARTICLE III – REPRESENTATIVE; ADDRESSES

Section 3.01. The Guarantor’s Representative is its Minister of Finance and Public Credit.

Section 3.02. The Guarantor’s Address is:

Ministry of Finance and Public Credit
Carrera 8 No. 6 C- 38 Piso 3°
Código Postal 111711, Bogotá, DC
Republic of Colombia

Facsimile: (571) 350-9344
Section 3.03. The Bank’s Address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Facsimile:
(202) 477-6391

AGREED as of the latest of the two dates written below.

REPUBLIC OF COLOMBIA

By

[Signature]
Authorized Representative

Name: Alberto Corrasquilla
Title: Minister of Finance and Public Credit
Date: September 13, 2019

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

[Signature]
Authorized Representative

Name: [Signatures]
Title: Country Director
Date: September 13, 2019

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