

**Actions Necessary to Perfect Liens**

- **Feeder Limited Partner LP Interest Pledge Agreement ("*Feeder Pledge*") between the Feeder Limited Partner and OPIC:**

The Feeder Limited Partner must join with OPIC in giving notice of the Feeder Pledge to the SPV GP, as general partner of the Fund, in the form set forth in Annex 1 to the Feeder Pledge (the "Notice of Charge").

A copy of such Notice of Charge, stating the date and time of receipt thereof, shall be signed by the SPV GP, as general partner of the Fund, and returned to OPIC.

The SPV GP, as general partner of the Fund, shall deliver to OPIC certified extracts of the Fund's (i) register of limited partnership interests showing that the Feeder Limited Partner is a limited partner of the Fund and (ii) register of mortgages of partnership interests showing that the Limited Partnership Interest is subject to the Feeder Pledge.

The Feeder Limited Partner shall deliver to OPIC the OPIC Assignment in the form set forth in Annex 2 to the Feeder Pledge, duly executed by the Feeder Limited Partner and the SPV GP, but undated.

The Feeder Limited Partner shall deliver to OPIC the Power of Attorney in the form set forth in Annex 3 to the Feeder Pledge, duly executed by the Feeder Limited Partner.

The SPV GP, as general partner of the Fund, must register the Feeder Pledge in the register of mortgages of partnership interests maintained by the SPV GP.

The Feeder Limited Partner must make the appropriate entries in its register of mortgages and charges in respect of the Feeder Pledge.

- **(b) (4) LP Interest Pledge Agreement (the "(b) (4) Pledge") between the (b) (4) Vehicle and OPIC:**

The (b) (4) Vehicle must join with OPIC in giving notice of the (b) (4) Pledge to the SPV GP, as general partner of the Fund, in the form set forth in Annex 1 to the (b) (4) Pledge (the "Notice of Charge").

A copy of such Notice of Charge, stating the date and time of receipt thereof, shall be signed by the SPV GP, as general partner of the Fund, and returned to OPIC.

The SPV GP, as general partner of the Fund, shall deliver to OPIC certified extracts of the Fund's (i) register of limited partnership interests showing that the (b) (4) Vehicle is a limited partner of the Fund and (ii) register of mortgages of partnership interests showing that the Limited Partnership Interest is subject to the (b) (4) Pledge.

(b) (4) Vehicle shall deliver to OPIC the OPIC Assignment in the form set forth in Annex 2 to the (b) (4) Pledge, duly executed by the (b) (4) Vehicle and the SPV GP, but undated.

(b) (4) Vehicle shall deliver to OPIC the Power of Attorney in the form set forth in Annex 3 to the (b) (4) Pledge, duly executed by Latin Power GP, as general partner of the (b) (4) Vehicle.

The SPV GP, as general partner of the Fund, must register the (b) (4) Pledge in the register of mortgages of partnership interests maintained by the SPV GP.

Latin Power GP, as general partner of the (b) (4) Vehicle, must make the appropriate entries in its register of mortgages and charges in respect of the (b) (4) Pledge.

• **Equity Vehicle Share Pledge Agreement (the “Equity Share Pledge”) between the Equity Vehicle and OPIC:**

The Equity Vehicle must deposit with OPIC:

- (i) a signed but undated share transfer form in favor of OPIC;
- (ii) an executed copy of the Equity Share Pledge evidencing the power of attorney granted in favor of OPIC;
- (iii) a copy of notice of the Equity Share Pledge with an original acknowledgement, both in substantially the forms of the relevant appendices to the Equity Share Pledge;
- (iv) a copy of the register of members of the Feeder Limited Partner with the existence of the Equity Share Pledge noted thereon;
- (v) evidence of the amendment to the articles of association of the Feeder Limited Partner in the manner required by the Equity Share Pledge;
- (vi) an irrevocable proxy by the Equity Vehicle in favor of OPIC in the form appended to the Equity Share Pledge; and
- (vii) a signed but undated letter of resignation from each of the directors of the Feeder Limited Partner.

Latin Power GP, as general partner of the Equity Vehicle, must make the appropriate entries in its register of mortgages and charges in respect of the Equity Share Pledge.

• **(b) (4) Vehicle Share Pledge Agreement (the “(b) (4) Pledge”) between the (b) (4) Vehicle and OPIC:**

The (b) (4) Vehicle must deposit with OPIC:

- (i) a signed but undated share transfer form in favor of OPIC;
- (ii) an executed copy of the (b) (4) Pledge evidencing the power of attorney granted in favor of OPIC;
- (iii) a copy of notice of the (b) (4) Pledge with an original acknowledgement, both in substantially the forms of the relevant appendices to the (b) (4) Pledge;

- (iv) a copy of the register of members of the Feeder Limited Partner with the existence of the (b) (4) Pledge noted thereon;
- (v) evidence of the amendment to the articles of association of the Feeder Limited Partner in the manner required by the (b) (4) Pledge;
- (vi) an irrevocable proxy by the (b) (4) Vehicle in favor of OPIC in the form appended to the (b) (4) Pledge;
- (vii) a signed but undated letter of resignation from each of the directors of the Feeder Limited Partnership.

Latin Power GP, as general partner of the (b) (4) Vehicle, must make the appropriate entries in its register of mortgages and charges in respect of the (b) (4) Pledge.

- **Latin Power GP Share Pledge Agreement (the “Latin Power Pledge”) between Latin Power GP and OPIC:**

Latin Power GP must deposit with OPIC:

- (i) the share certificates representing the shares charged pursuant to the Latin Power Pledge;
  - (ii) a signed but undated share transfer form in favor of OPIC;
  - (iii) an executed copy of the Latin Power Pledge evidencing the power of attorney granted in favor of OPIC;
  - (iv) a copy of notice of the Latin Power Pledge with an original acknowledgement, both in substantially the forms of the relevant appendices to the Latin Power Pledge;
  - (v) a copy of the register of members of the SPV GP with the existence of the Latin Power Pledge noted thereon;
  - (vi) evidence of the amendment to the articles of association of the SPV GP in the manner required by the Latin Power Pledge;
  - (vii) an irrevocable proxy by the Latin Power GP in favor of OPIC in the form appended to the Latin Power Pledge;
  - (viii) Latin Power GP must make the appropriate entries in its register of mortgages and charges in respect of the Latin Power Pledge; and
  - (ix) a signed but not dated letter of resignation from each of the directors of the SPV GP.
- **GP Pledge and Assignment Agreement (the “GP Pledge”) between the SPV GP, as general partner of the Fund, and OPIC.**

The SPV GP must join with OPIC in giving notice of the GP Pledge to the Fund, the Feeder Limited Partner and the (b) (4) Vehicle in the form set forth in Annex 1 to the GP Pledge (the "Notice of Charge").

A copy of such Notice of Charge, stating the date and time of receipt thereof, shall be signed by the SPV GP, as general partner of the Fund, the Feeder Limited Partner and Latin Power GP, as general partner of the (b) (4) Vehicle.

The SPV GP must make the appropriate entries in its register of mortgages and charges in respect of the GP Pledge.

• **Collateral Account Control and Security Agreement among the Fund, OPIC and The (b) (4) (the "Collateral Account Control and Security Agreement"):**

- (i) The Fund must execute and deliver the Collateral Account Control and Security Agreement, granting OPIC a valid and enforceable, first priority Lien on the cash and cash equivalents of the Fund and the OPIC Account in which they are held.
- (ii) The SPV GP, as general partner of the Fund, must make the appropriate entries in its register of mortgages and charges in respect of the Collateral Account Control and Security Agreement.

• **Operating Account established by the Fund with (b) (4):**

In addition to the OPIC Account, the Fund may establish an Operating Account with (b) (4) in which the balance shall not exceed (b) (4) at any time and in which OPIC shall have a security interest. OPIC may file a UCC-1 financing statement in the State of New York naming the Fund as debtor.

• **Deed of Charge between the Fund and OPIC (the "Deed of Charge"):**

The SPV GP, as general partner of the Fund, must make the appropriate entries in its register of mortgages and charges in respect of the Deed of Charge, noting the existence of the negative pledge contained in the Deed of Charge.

• **IM Security Agreement between Conduit Capital Partners, LLC (the "Investment Manager") and OPIC (the "IM Security Agreement"):**

The IM Security Agreement is governed by the law of the State of New York, which requires the filing by OPIC of a UCC-1 financing statement in the State of Delaware (the jurisdiction under the laws of which the Investment Manager is organized) naming the Investment Manager as debtor and in the State of New York (the jurisdiction in which tangible collateral is located) naming the Investment Manager as debtor.

Litigations

(b) (4)





Disclosure

(b) (4)



(b) (4)



Schedule 3.14(b)(i)

**Portfolio Companies**

None.



**Schedule 7.06(c)**

**Exclusivity: Competing Funds**

1. Latin Power II-C L.D.C.
2. Latin Power II-P L.D.C.

Names and Addresses of Limited Partners

**Equity Vehicle**

b(4), b(6)



b(4), b(6)



b(4), b(6)



(b) (4)



**EXHIBITS**

**EXHIBIT A**

Form of Disbursement Request

[Date]

Overseas Private Investment Corporation  
1100 New York Avenue, NW  
Washington, DC 20527  
United States of America  
Attn: Vice President for the Investment Funds Department  
cc: Chief Financial Officer

Re: Latin Power III Investments, L.P. (D-U-N-S @ Number [\_\_\_\_])  
Disbursement Request

Ladies and Gentlemen:

Reference is made to the Amended and Restated Finance Agreement, dated as of March 1, 2010 (as supplemented, modified, or amended from time to time, the "Finance Agreement"), among Latin Power III Investments, L.P., a limited partnership formed and registered under the laws of the Cayman Islands (the "Fund"); Latin Power III Investments GP, Limited, an exempted limited company organized and existing under the laws of the Cayman Islands (as General Partner); Conduit Capital Partners, LLC, a limited liability company organized and existing under the laws of the State of Delaware (as Investment Manager); and the Overseas Private Investment Corporation, an agency of the United States of America ("OPIC"). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the respective meanings provided in the Finance Agreement.

Pursuant to Section 2.01(c) of the Finance Agreement, notice is hereby given that the undersigned requests disbursement of a portion of the Available OPIC Commitment Amount as follows:

Disbursement Date: \_\_\_\_\_

Amount of Disbursement: \$ \_\_\_\_\_

Requested Initial Reset Dates (as  
defined in Funding and OPIC  
Guaranty Agreement) (if any): \_\_\_\_\_

OPIC Commitment Amount, as of the  
Disbursement Date: \$ \_\_\_\_\_

Fund Equity Commitments, as of the  
Disbursement Date: \$ \_\_\_\_\_

Fund Equity Contributions, as of the \$ \_\_\_\_\_

Disbursement Date:

Equity Repayments, as of the  
Disbursement Date:

\$ \_\_\_\_\_

LC Balance, as of the Disbursement  
Date:

\$ \_\_\_\_\_

Aggregate principal amount of all  
Disbursements after giving effect to  
requested Disbursement:

\$ \_\_\_\_\_

Aggregate principal amount of all  
Disbursements after giving effect to  
requested Disbursement, as a  
percentage of the OPIC Commitment  
Amount as of the Disbursement Date:

\_\_\_\_\_ %

Aggregate principal amount of all  
Disbursements after giving effect to  
requested Disbursement, as a  
percentage of the Fund Equity  
Commitments as of the Disbursement  
Date:

\_\_\_\_\_ %

Total Number of Disbursements  
(including requested Disbursement  
and each previous Disbursement):

\_\_\_\_\_

The proceeds to be received by the Fund from the requested Disbursement are required for Payment of [Operating Expenses] [,] [Management Fees] [,] [Fixed OPIC Payments] [,] [Organizational Expenses] [and] [the OPIC Commitment Fee] [,] [establishing [and] [maintenance] of Reasonable Reserves] [and] [purchasing Permitted Portfolio Securities] [and] [Interim Securities][,] as described on Schedule 1 hereto.

Attached as Schedule 2 hereto is a checklist of all actions to be taken and documents to be delivered in connection with the requested Disbursement.

As of the Disbursement Date for the requested Disbursement, (i) each of the conditions set forth in Article[s] [IV and] V of the Finance Agreement have been or will be satisfied, and (ii) such Disbursement will not cause the outstanding principal amount of all Disbursements to exceed the OPIC Commitment Amount or an amount equal to the sum of (x) the amount (if any) by which aggregate Fund Equity Contributions as of the Disbursement Date of such Disbursement exceeds Equity Repayments and (y) the product of two and the LC Balance as of such Disbursement Date. [Included in Schedule 2 hereto is a discussion of the status of the conditions referenced in clause (i) of this paragraph that have not been satisfied as of the date hereof.]<sup>1</sup>

Very truly yours,

<sup>1</sup> Note: Include only if conditions remain unsatisfied.

**Latin Power III Investments, L.P.**

By: Latin Power III Investments GP, Limited.

By:

\_\_\_\_\_  
Name:

Title:

Schedule 1  
to Disbursement Request  
dated [\_\_\_\_\_, \_\_\_\_]

Proposed Use of Proceeds of Disbursement

<b><i>Expenses:</i></b>	
Operating Expenses	
Management Fees	
Fixed OPIC Payments	
Organizational Expenses (subject to Organizational Expense Cap)	
[OPIC Commitment Fee]	
<b><i>Reasonable reserves:</i></b>	
<b><i>Purchases:</i></b>	
Permitted Portfolio Securities	
[Interim Securities]	

Consented Amounts<sup>2</sup>

Portfolio Company	Total Amount Required (debt+equity)	Debt Amount Disb.	Consent Notice Reg. #	Date of Consent Notice	Amount Consented to by OPIC	Prior Amount Invested
1)						
2)						
3)						
4)						
5)						

<sup>2</sup> Note: To be completed with respect to each investment by the Fund to be made with proceeds of the proposed Disbursement.



Schedule 2  
to Disbursement Request  
dated [\_\_\_\_\_, \_\_\_\_]

Checklist for Disbursement to  
Latin Power III Investments, L.P.

Requested Date of Disbursement: [\_\_\_\_\_, \_\_\_\_]

<u>Document/Action</u>	<u>Responsible Party</u>	<u>Status</u>

[Explanation of conditions not satisfied as of [insert date of Disbursement Request]]:<sup>3</sup>

<sup>3</sup> Note: Include explanation only if conditions remain unsatisfied.

## **EXHIBIT B**

**June 2007**

*(Updated from March 2006)*

### **Investment Committee Guidelines**

#### **Purpose**

The purpose of the Investment Committee ("IC" or "Committee") is to guide and set parameters for the investment activities of the funds managed by Conduit Capital Partners LLC. The IC will evaluate and approve investment or disposition of assets, determine whether a potential investment is within the investment guidelines and diversification requirements for the fund, and implement and adjust investment strategy as necessary.

#### **Objectives**

The objective of the Investment Committee is to ensure that the assets of Latin Power III (the "Fund") will be invested with the same care, skill and diligence of prior funds. The primary objective will be to achieve an attractive internal rate of return (IRR) from cash flows, while limiting the risk exposure to ensure the preservation of capital.

#### **Investment Committee Makeup**

(b) (4)



#### **Investment Committee Meetings**

- The Committee will meet regularly or as necessary to discuss general investment activities of the fund(s).
- The Committee will meet whenever a proposed investment or divestment is presented to the Committee
- A Committee meeting must be announced at least seven days prior to the scheduled date.

#### **Evaluation and Approval of Investments and Exits**

The following are general guidelines to be followed when a new investment is presented. Although these are guidelines, the IC members acknowledge that because of the extensive travel required by members there will be some level of flexibility when approving investments.

#### **Investment Committee Voting Guidelines**

(b) (4)



(b) (4)

### **Proposed Investments**

(b) (4)

## EXHIBIT C

### OPIC Valuation Principles

- (1) As of each reporting date, each Unquoted Investment of the Fund shall be valued at either (i) the Original Cost thereof as of such reporting date, or (ii) if different from such Original Cost, the carrying value for such investment as of the previous reporting date (provided that such carrying value was determined in compliance with these OPIC Valuation Principles), unless:
- (A) where applicable, such Unquoted Investment may be valued at Fair Value based on the "Price of Recent Investment Methodology" as described in the *International Private Equity and Venture Capital Guidelines* (developed by EVCA, BVCA and AFIC) in effect as of the date of the Finance Agreement provided that the recent investment was made by a financial (but not a strategic) investor; or
- (B) there has been a material diminution in the value of the investment below such Original Cost or carrying value as of the previous reporting date, as applicable, in which case the investment shall be written down therefrom by multiples of twenty five percent (25%) only. (A material diminution of the value of an investment may result from, *inter alia*, a breach of covenant, failure to service debt, a filing for creditor protection or bankruptcy, major lawsuit (particularly concerning intellectual property rights), loss or change of management, fraud within the company, substantial changes in market conditions, major regulatory changes, expropriating events by local or national governments, any event resulting in profitability falling significantly below the levels at the time of investment, the company is performing substantially and consistently behind plan, and any other issue significantly affecting the value of the investment).
- (2) As of each reporting date, each Quoted Investment of the Fund shall be valued on the basis of its quoted mid-market price on such reporting date (or, if not quoted on such date, the last day of trading immediately preceding such reporting date), to which each of the following discounts shall be applied (to the extent applicable):
- (A) if such Quoted Investment is not subject to any restriction on its sale, the level of discount shall be as follows:

NUMBER OF DAYS TRADING VOLUME	DISCOUNT (%)
Up to 20	0
20 to 49	10
50 to 100	20
Over 100	25

- (B) if such Quoted Investment is subject to any restriction or lock-up, a minimum discount of twenty five percent (25%) shall be applied, increasing to thirty five percent (35%) if the lock-up is for a period longer than eight (8) months.

(3) Each of the following terms used in these OPIC Valuation Principles shall have its respective meaning set forth in the *International Private Equity and Venture Capital Guidelines* (developed by EVCA, BVCA and AFIC) in effect as of the date of the Finance Agreement: (A) Unquoted Investment; (B) Fair Value; and (C) Quoted Investment.



## EXHIBIT D

### Form of Portfolio Acquisition Certificate

#### LATIN POWER III INVESTMENTS, L.P.

#### Portfolio Acquisition Certificate

This certificate is delivered pursuant to Section 6.12(a)(i) of the Amended and Restated Finance Agreement (as the same may be amended, modified or supplemented from time to time, the "Finance Agreement"), dated as of March 1, 2010, among Latin Power III Investments, L.P., an exempted partnership formed and registered under the laws of the Cayman Islands (the "Fund"); Latin Power III Investments GP, Limited, an exempted limited company organized and existing under the laws of the Cayman Islands (as General Partner); Conduit Capital Partners, LLC, a limited liability company organized and existing under the laws of the State of Delaware (as Investment Manager); and the Overseas Private Investment Corporation, an agency of the United States of America ("OPIC"). Except as otherwise provided herein, all capitalized terms used herein shall have the meanings set forth in the Finance Agreement.

The undersigned, the General Partner, on its own behalf and on behalf of the Fund, DOES HEREBY CERTIFY, REPRESENT AND WARRANT that:

1. The Fund has acquired the Portfolio Securities consisting of \_\_\_\_\_ [shares] [partnership interests] [equity ownership interests] [\_\_\_\_\_] (referred to herein as the "Applicable Portfolio Securities") of \_\_\_\_\_, a [corporation] [partnership] [limited liability company] organized under the laws of \_\_\_\_\_ (the "Portfolio Company"), representing \_\_\_\_% of the total issued and outstanding (as of the date of such acquisition) shares, partnership interests, and other equity ownership interests and voting interests of every kind, class and nature ("Capital Stock") in or with respect to the Portfolio Company (or \_\_\_\_% of the Capital Stock measured on a fully-diluted basis as of the date of acquisition). Such acquisition was made [indirectly] [directly] by [the Fund] [through the acquisition of [shares] [partnership interests] [equity ownership interests] [\_\_\_\_\_] (referred to herein as the "Applicable Parent Portfolio Securities") of \_\_\_\_\_, a [corporation] [partnership] [limited liability company] organized under the laws of [Delaware] (the "Parent Portfolio Company")].

2. Attached hereto as Schedule I is:

(a) a description of any material terms and conditions relating to the acquisition of the Applicable Portfolio Securities [and the Applicable Parent Portfolio Securities] that are different from the descriptions provided for such material terms and conditions in, or are not described in, either the Consent Application or the Investment Committee materials provided to OPIC in connection with such acquisition; and

(b) an index of the deal documents relating to such acquisition (e.g. sale and purchase agreement; shareholders agreement; voting trust agreement; side letters, management, consulting or other services agreements; security interest agreement).

3. (a) The corporate form and authorized capital of the Portfolio Company and the national and local registration numbers, and places of registration for the Applicable Portfolio Securities as applicable, are set forth in Schedule II hereto.

(b) [The corporate form and authorized capital of the Parent Portfolio Company and the national and local registration numbers, and places of registration for the Applicable Parent Portfolio Securities as applicable, are set forth in Schedule II hereto.]

4. (a) There are no voting agreements, proxies, or similar restrictions on voting agreed to by any Financing Party [or the Parent Portfolio Company] with respect to the [Applicable Parent Portfolio Securities or the] Applicable Portfolio Securities, except as are described in Schedule III hereto.

(b) No change in ownership or control of any Financing Party [or the Parent Portfolio Company] will adversely affect any contractual right of any Financing Party or the Parent Portfolio Company with respect to [the Applicable Parent Portfolio Securities or] the Applicable Portfolio Securities, including any such Person's rights to appoint members of the board of directors or similar bodies of the Portfolio Company [or the Parent Portfolio Company,] conversion rights, anti-dilution rights, registration rights, and tag along rights and, except as disclosed in Schedule IV hereto, all such rights are transferable to a subsequent owner of [the Applicable Parent Portfolio Securities and] the Applicable Portfolio Securities.

5. Attached hereto as Exhibit A are updated versions, as applicable, of Schedule[s] [3.04(c) and] 3.14(b)(i), incorporating the acquisition of the Applicable Portfolio Securities [and the Applicable Parent Portfolio Securities].

6. [The Fund's/Parent Portfolio Company's] acquisition of the Applicable Portfolio Securities [and the Fund's acquisition of the Applicable Parent Portfolio Securities] complies with all applicable provisions of the Finance Agreement and with the terms of OPIC's approval set forth in the Consent Notice from OPIC to the Fund dated \_\_\_\_\_, a copy of which is attached hereto as Exhibit B. The information set forth in the Consent Application (requesting OPIC's approval of the Fund's investment in the Applicable Portfolio Securities) submitted to OPIC on and dated \_\_\_\_\_, a copy of which is attached hereto as Exhibit C, on which the Consent Notice was based is complete, continues to be true and accurate in all material respects, and does not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not materially misleading as of the date hereof. The Fund hereby represents and warrants to OPIC that as of the date hereof and as of the date of acquisition of the Applicable Portfolio Securities (both before and after giving effect to such acquisition) all representations and warranties made by the Interested Parties in the Financing Documents are and shall be true and correct in all respects as if made on such date or dates (except representations which speak as of a particular date, which shall speak only as of such date, and except representations amended, with OPIC's consent, by amendments to schedules to the Finance Agreement).

7. Attached hereto as Schedule V is (a) a statement of the Operating Expenses payable by the Fund and (b) a summary of the liabilities (contingent and otherwise), in each case incurred in connection with the acquisition of the [Applicable Parent Portfolio Securities and the] Applicable Portfolio Securities.

**LATIN POWER III INVESTMENTS GP, Limited, on behalf  
of itself and the Fund**

By: \_\_\_\_\_  
Name:  
Title:

Schedule I  
To Portfolio  
Acquisition Certificate

DISCLOSURES PURSUANT TO SECTION 2

Schedule II  
To Portfolio  
Acquisition Certificate

DISCLOSURES PURSUANT TO SECTION 3



Schedule III  
To Portfolio  
Acquisition Certificate

DISCLOSURES PURSUANT TO SECTION 4(a)

Schedule IV  
To Portfolio  
Acquisition Certificate

DISCLOSURES PURSUANT TO SECTION 4(b)

Schedule V  
To Portfolio  
Acquisition Certificate

DISCLOSURES PURSUANT TO SECTION 7

Exhibit A  
to Portfolio  
Acquisition Certificate

UPDATES TO [SCHEDULE 3.04(c) AND] SCHEDULE 3.14(b)(i)

Exhibit B  
to Portfolio  
Acquisition Certificate

CONSENT NOTICE

Exhibit C  
to Portfolio  
Acquisition Certificate

CONSENT APPLICATION

(OPIC Form 168A and 168B)

## EXHIBIT E

### Form of Authorized Officer Certificate

[Date]

Overseas Private Investment Corporation  
1100 New York Avenue, NW  
Washington, DC 20527  
United States of America  
Attn: Vice President for the Investment Funds Department  
cc: Chief Financial Officer

Re: Latin Power III Investments, L.P.  
Disbursement Request

Ladies and Gentlemen:

Reference is made to the Amended and Restated Finance Agreement, dated as of March 1, 2010 (as supplemented, modified, or amended from time to time, the "Finance Agreement"), among Latin Power III Investments, L.P., an exempted partnership formed and registered under the laws of the Cayman Islands (the "Fund"); Latin Power III Investments GP, Limited, an exempted limited company organized and existing under the laws of the Cayman Islands (as General Partner); Conduit Capital Partners, LLC, a limited liability company organized and existing under the laws of the State of Delaware (as Investment Manager); and the Overseas Private Investment Corporation, an agency of the United States of America ("OPIC"). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the respective meanings provided in the Finance Agreement.

The undersigned, [name of Authorized Officer], [title of Authorized Officer] of the General Partner, hereby certifies, represents, and warrants for and on behalf of each of the Interested Parties as of the first Disbursement Date:

1. Authority. The undersigned, [name of Authorized Officer], [title of Authorized Officer] of the General Partner, is authorized and empowered to execute and deliver this Certificate, as an Authorized Officer of the General Partner, on behalf of each of the Interested Parties.

2. Charter Documents. Attached as Exhibits 1- through 1- hereto are originals or copies of the Charter Documents of each of the Interested Parties, together with evidence that each such Charter Document has been approved, filed, and recorded in accordance with all Applicable Laws by the competent and appropriate Governmental Authorities in the relevant jurisdiction of organization of such Financing Party. Each of the attached Charter Documents contains any amendments to date, is a true, complete and correct copy thereof, and is in full force and effect in accordance with its terms without default as of the date of this Certificate. Other than those approvals attached hereto, in respect of the Charter Documents of each Interested Party, there are no other approvals, filings, or recordations from or by any Governmental Authorities required from such Interested Party's jurisdiction of organization.

3. Resolutions. Attached as Exhibits 2- through 2- hereto are originals or copies of the approvals of the [Partners][Advisory Board] or resolutions of the Board of Directors (or the equivalent governing body), as the case may be, of each of the Interested Parties authorizing such Interested Party to execute, deliver, and perform the Finance Agreement and each of the other Financing Documents to which it is or will be a party or which it will execute and to engage in the transactions contemplated thereby. Each of said resolutions is true and complete and in full force and effect without default and has not been modified as of the date of this Certificate.

4. Government Approvals. Attached as Exhibit 3 hereto are originals or copies of each Authorization obtained by any Interested Party that is required under Section 6.03 of the Finance Agreement. Such Authorizations are true and complete, in full force and effect and non-appealable.

5. Incumbency Certificates. Attached as Exhibits 4- through 4- hereto are the names, titles, and specimen signatures and initials of the persons authorized to execute and deliver on behalf of each of the Interested Parties, the Finance Agreement, the Notes, and each of the other Financing Documents to which any of the Interested Parties is or will be a party, and all other notices, certificates, or instruments contemplated under any of the Financing Documents executed in connection with the Finance Agreement.

6. Project Documents. Attached as Exhibit 5 hereto are originals or copies of each of the following Fund Documents, and other documents required to be delivered pursuant to Sections 4.02(b) and (c) of the Finance Agreement, and any amendments thereto, each of which has been duly executed and delivered by each of the Interested Parties that is a party thereto, is true and complete, and is in full force and effect in accordance with its terms without default:

- (a) Exhibit 5-A: the Private Placement Memorandum;
- (b) Exhibit 5-B: the subscription agreements;
- (c) Exhibit 5-C: the Management Agreement;
- (d) Exhibit 5-D: [each agreement, understanding or arrangement governing the allocation or distribution of the Carried Interest, or otherwise relating to the compensation of the General Partner, Latin Power GP, the Ultimate GP, the Carry Partnership, or Investment Manager for activities relating to the Fund, and any side letters or other agreements between or among any of the Limited Partners, the Equity Vehicle, any Parallel Equity Vehicle, the General Partner, Latin Power GP, the Ultimate GP, the Feeder Limited Partner, the Carry Partnership, the Tax-exempt Feeder, the owners of interests in the Tax-exempt Feeder and the Fund];
- (e) Exhibit 5-E: [list all other contracts to provide services to any Financing Party or pursuant to which any such party has an obligation (other than the Loan Documents) the total commitment (whether contingent or otherwise) of which exceeds a value of \$1,000,000)];
- (f) Exhibit 5-F: the Feeder Limited Partner Operating Document;
- (g) Exhibit 5-G: the Equity Vehicle Partnership Agreement;
- (h) Exhibit 5-H: the (b) (4) Vehicle Partnership Agreement;
- (i) Exhibit 5-I: the (b) (4) Vehicle Partnership Agreement;
- (j) Exhibit 5-J: the General Partner Operating Document;
- (k) Exhibit 5-K: Latin Power GP Operating Document;
- (l) Exhibit 5-L: the Carry Partnership Agreement;
- (m) Exhibit 5-M: the Investment Manager Operating Agreement
- (n) Exhibit 5-N: the Letter of Credit;



- (o) Exhibit 5-O: the Revolving Loan and Letter of Credit Agreement;
- (p) Exhibit 5-P: the Vehicle Sideletter;
- (q) Exhibit 5-Q: the Latin Power GP Sideletter; and
- (r) Exhibit 5-R: each Security Document.

Other than as listed above and attached hereto, there are no contracts or agreements that are required to be delivered pursuant to Section 4.02(b) of the Finance Agreement.

7. Appointment of Agent. Attached as Exhibit 6 hereto is evidence that [ ] has been duly and irrevocably appointed as agent for service of process for each of the parties listed thereon and in each of the jurisdictions specified therein as required by Section 4.03 and Section 8.03(c) of the Finance Agreement and holds such appointments unconditionally and without reservation until at least [ ], together with evidence of the prepayment of the fees of such agent through such date, to the extent not previously provided to OPIC.

8. Insurance. Each insurance policy required by Section 6.04 of the Financing Agreement is in full force and effect without default.

9. Appointment of Accountants. Attached as Exhibit 7 hereto is evidence that [ ] has been duly appointed as the Accountants, it has been instructed in accordance with Section 6.05 of the Finance Agreement, and it holds such appointment without reservation.

10. USA Patriot Act and OFAC List Certification. The undersigned has complied, in respect to each Limited Partner, with all applicable requirements of the Anti-Money Laundering Laws, and no Limited Partner or any of its record or beneficial owners is a Person included in the OFAC List (the assessment of ownership of a widely-held pension plan or public company being deemed to have occurred if the General Partner and Latin Power GP have verified that no Blocked Person controls or owns 5% or more of such entity).

11. D-U-N-S® Number and TIN. The Fund's D-U-N-S® Number is [ ]. The Fund's U.S. Taxpayer Identification number is [ ]. [The Fund does not have a U.S. Taxpayer Identification Number because [ ]]

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IN WITNESS WHEREOF, the undersigned, [name of Authorized Officer], has executed this Certificate in his capacity as an Authorized Officer of the General Partner, and the undersigned, [name of Authorized Officer], has executed this Certificate in his capacity as an Authorized Officer of Latin Power GP, each this [ ] day of [ ], [ ]<sup>4</sup>.

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
<sup>4</sup> Date the First Disbursement Date.

## EXHIBIT F

### Form of Closing Certificate

This certificate is delivered pursuant to Section 5.03 of the Amended and Restated Finance Agreement (as the same may be amended, modified or supplemented from time to time, the "Finance Agreement"), dated as of March 1, 2010, among Latin Power III Investments, L.P., an exempted partnership formed and registered under the laws of the Cayman Islands (the "Fund"); Latin Power III Investments GP, Limited, an exempted limited company organized and existing under the laws of the Cayman Islands ("SPV GP") (as General Partner); Conduit Capital Partners, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Conduit Capital") (as Investment Manager); and the Overseas Private Investment Corporation, an agency of the United States of America ("OPIC"). Except as otherwise provided herein, all capitalized terms used herein shall have the meanings set forth in the Finance Agreement.

The undersigned, [name of Authorized Officer], [title of Authorized Officer] of the General Partner of the Fund, hereby certifies, represents, and warrants for and on behalf of each of the Interested Parties that, as of the date of this Certificate:

1. Authority. The undersigned, [name of Authorized Officer], [title of Authorized Officer] of the General Partner of the Fund, is authorized and empowered to execute and deliver this Certificate, as an Authorized Officer of the Fund.
2. Representations and Warranties; Performance. The representations and warranties of each Interested Party set forth in Article III of the Finance Agreement and in all other Financing Documents are true and correct in all material respects as of the date of this Certificate as if made on such date, after giving effect to the Disbursement disbursed on such date (the "Subject Disbursement"), the purchase of any Portfolio Securities to be purchased by the Fund or with the proceeds of the Subject Disbursement. Each Interested Party has performed in all respects each of its respective obligations to be performed under the Finance Agreement and each other Financing Document to which it is a party.
3. No Defaults. No Default or Event of Default has occurred or is continuing.
4. No Change in Circumstances. No condition or circumstance exist, including as a result of any change in Applicable Law, that any Interested Party expects could have a Material Adverse Effect.
5. Financial Statements; Other Information. Any financial statement, report, or other information that any Financing Party is required to furnish pursuant to Section 6.07 of the Finance Agreement on or before the date of this Certificate has been provided to OPIC pursuant to Section 5.04 of the Finance Agreement.
6. Payment or Reimbursement of Expenses. All fees, reimbursements and other amounts due and payable to OPIC under any Financing Document [have been paid] [will be paid from the proceeds of the Subject Disbursement, as set forth in the Disbursement Request], including, but not limited to, the Fixed OPIC Payments, Taxes payable pursuant to Section 2.08 of the Finance Agreement, fees and expenses of OPIC legal counsel and the costs of registration and recordation of any Financing Document.

7. Authorizations. The Fund has delivered to OPIC on or prior to the date of this Certificate true and complete originals or copies of each Authorization required under Section 6.03, each of which is set forth on Schedule 3.02 of the Finance Agreement or has been otherwise notified to the Fund by OPIC. [Attached as Exhibit A to this Certificate is a true and complete original or copy of each such Authorization required by Section 6.03 and not previously delivered to OPIC]. Each such Authorization, and each other Authorization required by Section 6.03 of the Finance Agreement and previously delivered to OPIC, is in full force and effect and non-appealable. [The Fund has delivered to OPIC a true and complete original or copy of each Authorization required by Section 6.03 of the Finance Agreement and each such Authorization is in full force and effect and non-appealable.]

8. OPIC Approval. With respect to any Portfolio Securities proposed to be acquired with the proceeds of the Subject Disbursement, OPIC has provided the Fund with its Consent Notice[s], dated as of [\_\_\_\_\_, \_\_\_\_], pursuant to Section 2.09(c) of the Finance Agreement [and the Fund has returned to OPIC [a] fully executed counterpart[s] thereof]. All information set forth in the Consent Application[s] on which such Consent Notice[s] [was] [were] based is and shall continue to be true and complete and such Consent Application[s] [does] [do] not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not materially misleading.

9. Fund Equity Contributions. The Feeder Limited Partner, the (b) (4) Vehicle and the General Partner have made Fund Equity Contributions in accordance with the terms of the Partnership Agreement and in an aggregate amount sufficient to ensure that, after giving effect to the Subject Disbursement, the principal amount of all Disbursements shall not exceed the sum of (x) the amount (if any) by which aggregate Fund Equity Contributions as of the Disbursement Date of such Disbursement exceeds Equity Repayments and (y) the product of two and the LC Balance as of the Disbursement Date of the Subject Disbursement.

10. Legal Opinions. As contemplated by Section 4.06 and 5.08, attached as Exhibit [D] hereto are opinions of legal counsel to the Interested Parties [and \_\_\_\_\_] dated the date hereof.<sup>5</sup>

11. Disbursement Request. The Fund has delivered a Disbursement Request to OPIC with respect to the Subject Disbursement, dated [\_\_\_\_\_, \_\_\_\_], in accordance with Section 2.01(c) of the Finance Agreement, together with all other documents or instruments required in connection therewith.

12. Security Arrangements. Each Security Document and related financing statements have been duly filed and registered or recorded in every jurisdiction in which such filing and registration or recording is necessary or advisable to make valid and effective the Liens intended to be created thereby and the other rights of OPIC purported to be granted thereunder, and the Fund, the Investment Manager and the General Partner have delivered to OPIC evidence that such filings, registrations, and recordings have been made. The Feeder Limited Partner, the (b) (4) Vehicle, and the General Partner have delivered to OPIC all certificates representing the pledged [limited liability company] interests in the Fund, duly endorsed for transfer in accordance with the applicable Security Documents.

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<sup>5</sup> Required for first Disbursement; add for subsequent Disbursements only if OPIC requires.

13. Note[s]; Other Document[s]. [Attached as Exhibit [E] hereto are] [The Fund has delivered to OPIC] executed originals of the Note[s] issued in connection with the Subject Disbursement [and [list other certificates, opinions, agreements, documents, instruments, and evidence requested by OPIC in accordance with the Finance Agreement]].

14. Funding Documents. Suitable arrangements have been made for funding the Subject Disbursement in accordance with the Funding Documents. All conditions precedent to the obligations of any party to the Funding Documents have been satisfied, and the Fund has performed all of its obligations to be performed under the Funding Documents as of the date of this Certificate.

15. Application of Proceeds. The proceeds of the Disbursements prior to the Subject Disbursement have been applied since the date of the immediately preceding Disbursement as follows: [describe application of proceeds]; and the proceeds of the Subject Disbursement are proposed to be applied as follows: [describe proposed application of proceeds, including any cross-reference to Section 16 below, as applicable].

The following chart sets forth the application of all prior Disbursements:

Operating Expenses:	\$(_____)
Management Fees:	\$(_____)
Fixed OPIC Payments:	\$(_____)
Organizational Expenses (subject to Organizational Expense Cap):	\$(_____)
Reasonable reserves:	\$(_____)
Permitted Portfolio Securities:	\$(_____)

16. Portfolio Company Securities to be Acquired. [In accordance with Paragraph 8 above,] [T][t]he proceeds of the Subject Disbursement are proposed to be applied to [a potential investment of approximately \_\_\_\_\_ Dollars (\$\_\_\_\_\_)] to be made by the Fund in which the Fund will receive \_\_\_\_\_[shares] [or describe other equity interests received].

17. Application of Funds. The Financing Parties have satisfied the requirements of Section 2.09 of the Finance Agreement with respect to the use of proceeds of all prior Disbursements (if any) and under Section 7.04(b) with respect to the application of Available Cash, and all duly executed and complete documents and agreements (each of which is in full force and effect without default) required to be delivered after the consummation of any prior Disbursement, including any Portfolio Acquisition Certificate in connection therewith, have been provided to OPIC.

18. Documents in Full Force and Effect. The documents referred to in Sections 4.01, 4.02, and 4.05 of the Finance Agreement and all Authorizations and resolutions required by Section 4.01 of the Finance Agreement and all Financing Documents obtained, adopted, required, or entered into, as the case may be, after the immediately preceding Disbursement, remain in full force and effect without modification.