

BANCO DE DESARROLLO ECONOMICO Y SOCIAL DE VENEZUELA (BANDES) AND CHINA DEVELOPMENT BANK CORPORATION CONFIRM THAT THIS VERSION OF THE ACCOUNT MANAGEMENT AGREEMENT IS THE FORM AGREED IN THEIR MEETINGS IN BEIJING AND SINGAPORE FROM 2 MARCH TO 18 MARCH 2011 AND IS IN SUBSTANTIALLY AGREED FORM SUBJECT TO REVIEW BY LOCAL COUNSEL, INTERNAL APPROVALS OF EACH PARTY, AND ANY AMENDMENTS OF A MINOR OR TYPOGRAPHICAL NATURE.

Ms Edmee Betancourt
President
For and on behalf of
**BANCO DE DESARROLLO
ECONOMICO Y SOCIAL DE
VENEZUELA (BANDES)**

Mr Tian Yunhai
Deputy Director-General
For and on behalf of
**CHINA DEVELOPMENT BANK
CORPORATION**

2011

BANCO DE DESARROLLO ECONÓMICO Y SOCIAL DE VENEZUELA (BANDES)

AND

CHINA DEVELOPMENT BANK CORPORATION

ACCOUNT MANAGEMENT AGREEMENT

This Agreement is made and entered into on [•] 2011 between:

- (1) **BANCO DE DESARROLLO ECONÓMICO Y SOCIAL DE VENEZUELA (BANDES)**, an entity organised and existing under the Laws of the Bolivarian Republic of Venezuela, and subject to the oversight of the Ministry of People's Power for Planning and Finance of the Bolivarian Republic of Venezuela, created by Presidential Decree N° 1.274 as published in Venezuelan Official Gazette N° 37.228 of June 27, 2001 as amended by Presidential Decree N° 6.214 dated July 15, 2008 as published in Venezuelan Official Gazette N° 5.890 on July 31, 2008, as further amended by the Law for the Partial Reform of Decree N° 6.214 as published in Venezuela Official Gazette N° 39.429 on May 21, 2010 ("**BANDES**"); and
- (2) **CHINA DEVELOPMENT BANK CORPORATION**, a financial institution organised and validly existing under the laws of the People's Republic of China with its registered office at No. 29, Fuchengmenwai Street, Xicheng District, Beijing, the People's Republic of China, 100037 ("**CDB**").

BANDES and CDB shall be hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- (A) The Parties have entered into a facility agreement dated on or about the date hereof pursuant to which CDB will provide a term loan of up to US\$4,000,000,000 in two tranches (the "**Facility**") to BANDES (the "**Facility Agreement**").
- (B) Petróleos de Venezuela S.A. ("**PDVSA**"), acting on behalf of the Bolivarian Republic of Venezuela through its wholly owned subsidiary, PDVSA Petróleo S.A. (the "**PDVSA Subsidiary**"), and China National United Oil Corporation (the "**Purchaser**") have entered into a sales and purchase contract (the "**New Petroleum Sales and Purchase Contract**"), pursuant to which PDVSA Subsidiary will deliver to the Purchaser, on behalf of the Bolivarian Republic of Venezuela, Export Goods throughout the term of the Facility Agreement in accordance with the New Petroleum Sales and Purchase Contract and the four party agreement entered into on or about the date hereof among CDB, BANDES, PDVSA and the Purchaser (the "**Four Party Agreement**").
- (C) It is envisaged that (i) BANDES will open and maintain in its name a Dollar denominated collection account (the "**Collection Account**") into which all proceeds payable under the New Petroleum Sales and Purchase Contract will be paid directly by the Purchaser in accordance with the New Petroleum Sales and Purchase Contract and the Four Party Agreement and (ii) all outstanding amounts under the Facility Agreement shall be repaid using moneys deposited in the Collection Account.
- (D) This Agreement governs the operation and management of the Collection Account.

1. INTERPRETATION

- 1.1 Unless otherwise defined or the context requires otherwise, terms defined in the Facility Agreement shall have the same meanings when used herein, in addition:

"**Average Balance**" has the meaning given to it in Clause 6.2 (*Interest*);

“**Minimum Balance**” has the meaning given to it in Clause 9.1 (*Minimum Balance*).

- 1.2 Clause 1.2 (*Construction*) of the Facility Agreement shall apply to this Agreement, provided that references to:
- 1.2.1 the “**Lender**” shall be construed as references to CDB;
 - 1.2.2 the “**Borrower**” shall be construed as references to BANDES; and
 - 1.2.3 “**this Agreement**” shall be construed as references to this Agreement.
- 1.3 A reference to the Collection Account includes each sub-account or ledger account of such Collection Account and any replacement account.

2. OPENING OF THE COLLECTION ACCOUNT

- 2.1 CDB shall (subject to it receiving any information, authorisation or other document which CDB considers necessary in connection with opening and maintaining the Collection Account), open the Collection Account in the name of BANDES to handle BANDES Dollar clearing services. CDB is committed to provide effective Dollar clearing services for BANDES.
- 2.2 CDB will provide Dollar clearing services to BANDES through CDB’s correspondent banks abroad from time to time.
- 2.3 CDB shall, within five (5) Business Days of the opening of the Collection Account, notify each of BANDES, the Purchaser and PDVSA of the account details of such Collection Account.
- 2.4 The Parties shall exchange specimens of their respective authorised signatories and SWIFT BKE.
- 2.5 BANDES will promptly notify CDB in writing of any change in:
- 2.5.1 its name or address;
 - 2.5.2 the authority of any authorised signatory even if such a change has been recorded in a public register; or
 - 2.5.3 any information, authorisation or document provided by BANDES under Clause 2.1 above.

Until such time as CDB has received notice of any change, it is entitled to rely on any information, authorisation or document previously provided to it.

3. DEPOSITS

- 3.1 BANDES shall procure that all amounts to be paid by the Purchaser under the New Petroleum Sales and Purchase Contract are paid directly into the Collection Account by the Purchaser in accordance with the New Petroleum Sales and Purchase Contract and the Four Party Agreement.

3.2 For the avoidance of doubt, BANDES may also deposit its own funds or funds from any other source into the Collection Account, including transferring funds (and/or authorising CDB to transfer funds) from the Existing Collection Account to the Collection Account.

3.3 Any deposit made into the Collection Account must be in Dollars.

3.4 If CDB receives any deposit for the Collection Account in a currency other than Dollars before 3:00 pm (Beijing time) on any day, it shall effect the conversion of those moneys into Dollars on that day, at the spot rate of exchange quoted by CDB for the conversion of that currency into Dollars on that day. If CDB receives any deposit for the Collection Account in a currency other than Dollars after 3:00 pm (Beijing time) on any day, it shall effect the conversion of those moneys into Dollars on the following day at the spot rate of exchange quoted by CDB for the conversion of that currency into Dollars on the following day (provided if banks in Beijing are not open for business on the following day, CDB shall effect the conversion on the next immediate day that banks in Beijing are open for business).

4. WITHDRAWALS

4.1 BANDES shall ensure that the balance standing to the credit of the Collection Account at all times complies with the requirements of the Facility Agreement and the Four Party Agreement and is sufficient to meet all payments and withdrawals to be made from the Collection Account at any relevant time.

4.2 Any withdrawal that BANDES makes from the Collection Account shall be subject to the provisions of the Facility Agreement, the Four Party Agreement and otherwise in the manner and on such terms and conditions as set out in this Agreement.

4.3 BANDES shall not be permitted to make any withdrawal from the Collection Account:

4.3.1 during the thirty-five (35)-day period prior to any Repayment Date;

4.3.2 if a Default or an Event of Default has occurred and is continuing; or

4.3.3 if, or if as a result of the withdrawal, the amount standing to the credit of the Collection Account on the proposed withdrawal date is, or would be, less than the Required Amount.

4.4 CDB may process payments and withdrawals in any order of priority in its sole discretion.

4.5 All amounts withdrawn from the Collection Account for application in or towards making a specific payment or meeting a specific liability shall be applied in or towards making that payment or meeting that liability, and for no other purpose.

4.6 None of the restrictions contained in this Agreement on the withdrawal of funds from the Collection Account shall affect the obligations of BANDES to make all payments required to be made to CDB on the due date of the payment in accordance with the Facility Agreement and the other Transaction Documents.

5. OVERDRAFTS

5.1 CDB may refuse to act on any instruction for withdrawal from the Collection Account if as a result of such withdrawal:

- 5.1.1 the balance standing to the credit of the Collection Account would fall below the Minimum Balance; or
- 5.1.2 the terms and conditions of any Finance Document would be contravened.

6. INTEREST

6.1 Provided that the amount standing to the credit of the Collection Account is in excess of the Minimum Balance, CDB will pay interest on the last day of each Interest Period as follows:

- 6.1.1 for the period beginning on the date of this Agreement to (but not including) the first day of the first Interest Period under the Facility Agreement, CDB shall pay interest on the daily balance standing to the credit of the Collection Account at the daily rate of Dollar deposits as published by CDB from time to time (for the avoidance, of doubt, interest accruing during this period shall be paid on the last day of the first Interest Period under the Facility Agreement);
- 6.1.2 in respect of an Interest Period of less than 1 month duration, CDB shall pay interest on the daily balance standing to the credit of the Collection Account at the daily rate of Dollar deposits as published by CDB from time to time;
- 6.1.3 in respect of an Interest Period of greater than 1 month but less than 3 months duration, CDB shall pay interest:
 - (A) for that part of the Interest Period beginning on the first day of the Interest Period and ending on the 31st day prior to the last day of that Interest Period, on the daily balance standing to the credit of the Collection Account at the daily rate of Dollar deposits as published by CDB from time to time;
 - (B) for that part of the Interest Period beginning on the 30th day prior to the last day of the Interest Period to the last day of that Interest Period, on the Average Balance standing to the credit of the Collection Account at CDB's thirty (30) day Dollar deposit rate as notified to BANDES.
- 6.1.4 in respect of a 3 month Interest Period, for the first two months of that Interest Period, where the Average Balance for a month is less than the Required Amount, CDB shall pay interest in respect of that month on such Average Balance at the daily rate of Dollar deposits as published by CDB from time to time; and
- 6.1.5 in respect of a 3 month Interest Period, for the first two months of that Interest Period, where the Average Balance for a month equals or exceeds the Required Amount, CDB shall pay interest in respect of that month:
 - (A) on that part of the Average Balance that is equal to the Required Amount, at CDB's thirty (30)-day Dollar deposit rate as notified to BANDES; and
 - (B) on that part of the Average Balance that is in excess of the Required Amount at the daily rate of Dollar deposits as published by CDB from time to time;
- 6.1.6 in respect of a 3 month Interest Period, for the third month of that Interest Period and provided that the amount standing to the credit of the Collection Account is

equal to or greater than the Required Amount on the 30th day prior to the last day of that Interest Period, CDB shall pay interest on the Average Balance at CDB's thirty (30) day Dollar deposit rate as notified to BANDES.

6.2 The “Average Balance” for any month, is:

$$\frac{(A + B) - C}{30}$$

Where:

- A equals the amount standing to the credit of the Collection Account on the first day of the month, multiplied by thirty (30);
- B equals the aggregate amount of all Deposits made into the Collection Account after the first day of the month, where a “Deposit” is the amount of the deposit multiplied by the number of days from the date of such deposit to the last day of that month; and
- C equals the aggregate amount of all Withdrawals made from the Collection Account in the period beginning on the first day of the month and ending on the last day of that month, where a “Withdrawal” is the amount of a withdrawal multiplied by the number of days from the date of such withdrawal to the last day of that month.

6.3 Interest will be calculated on the last day of each month and paid at the end of each Interest Period. Where the last day of the quarter is a Sunday or public holiday in PRC, interest for that day will be calculated based on the rate as at the preceding Business Day.

6.4 CDB shall pay accrued interest in Dollars and into the Collection Account.

7. PAYMENT ORDERS

7.1 CDB will accept the following types of payment orders from BANDES:

- 7.1.1 SWIFT MT103;
- 7.1.2 MT200;
- 7.1.3 MT202; and
- 7.1.4 MTX99.

7.2 The cut-off time for receipt by CDB of a payment order is 3:00 pm (Beijing time) five (5) Business Days before the value date.

7.3 The cut-off time for receipt by CDB of amendments and cancellations to a payment order is 3:00 pm (Beijing time) five (5) Business Days before the value date.

7.4 In the case of:

- 7.4.1 a delayed or incorrect payment for which BANDES is responsible, BANDES shall bear interest and fees incurred or claimed by the receiving bank in addition to charges under Clause 11 (*Charges, Fees, Costs and Taxes*);

- 7.4.2 a delayed or incorrect payment for which CDB is responsible, CDB shall bear interest and fees incurred or claimed by the receiving bank;
- 7.4.3 a delayed payment to BANDES for which the ordering bank is responsible, BANDES shall claim for compensation with the ordering bank. CDB shall provide back value services to BANDES upon receipt of interest and fees from the ordering bank; and
- 7.4.4 an incorrect payment to the Collection Account for which the ordering bank is responsible, CDB shall reverse the entry in the Collection Account for the same amount with the original value date with BANDES's authorization. CDB shall return payment to the ordering bank.

8. ACCEPTANCE OF INSTRUCTIONS

8.1 CDB may refuse to accept or to act on any instruction for any matter relating to the Collection Account if:

- 8.1.1 CDB is unable to verify BANDES' identity to CDB's satisfaction;
- 8.1.2 the signature is different from the specimen signature furnished to CDB or not signed in the authorised manner or not drawn in accordance with the signature requirements prevailing at the time of presentation;
- 8.1.3 CDB has any doubt on the authenticity, clarity or completeness of the instruction;
- 8.1.4 the form or content of such instruction is not in accordance with CDB's requirements, policies or practices as CDB may prescribe from time to time;
- 8.1.5 CDB has received or is obliged to comply with any regulatory, judicial or statutory requirement or request not to proceed with the payment or withdrawal request or to effect a payment to any government body or agency or is served with a court order or other form of legal process requiring CDB to freeze the Collection Account or to disallow withdrawals;
- 8.1.6 funds in the Collection Account have been earmarked for any reason; or
- 8.1.7 a payment order is issued contrary to any term of the Facility Agreement or this Agreement (including without limitation) Clause 4 (*Withdrawals*), Clause 5 (*Overdrafts*) or Clause 7 (*Payment Orders*);

and CDB will not be liable to BANDES as a result of such refusal.

8.2 Notwithstanding Clause 8.1 above, CDB may act upon any instruction which CDB reasonably believes (acting in accordance with international banking practice) to be given by BANDES, without inquiry as to the identity or the authority of the person giving or purporting to be giving such instruction or the authority thereof and notwithstanding that such instruction may conflict with other instructions given by BANDES, or any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instructions.

8.3 CDB may as it deems fit record all instructions received from BANDES or BANDES' authorised signatories, and all other telephone conversations conducted with BANDES and BANDES' authorised signatories, and BANDES agrees to be bound by such recording.

9. MINIMUM BALANCE

- 9.1 Without prejudice to any other requirements set forth in the Facility Agreement, BANDES will maintain a minimum credit balance in the Collection Account of US\$100,000 (the “**Minimum Balance**”).
- 9.2 If BANDES fails to maintain the Minimum Balance, CDB may charge a fee in accordance with Clause 11.4 (*Charges, Fees, Costs and Taxes*) below.

10. DEALINGS WITH ITSELF AND THIRD PARTIES

- 10.1 CDB is authorised to deal with and use the services of third parties and/or deal with itself in executing orders, performing agreements and depositing goods and/or documents of title in custody and for any other purpose in connection with its relations with BANDES.
- 10.2 CDB shall exercise reasonable skill and care in the choice of such a third party provided that CDB shall at no time be liable for any loss, damage or liability arising from the act or omission of any such third party.

11. CHARGES, FEES, COSTS AND TAXES

- 11.1 BANDES will pay such fees as CDB may determine from time to time for the opening, closing, maintaining and operation of the Collection Account.
- 11.2 Without limiting the generality of Clause 11.1 above, BANDES shall pay the following fees in respect of the following transactions:

Price Schedule

Bank to bank transfer	free of charge
Amendments or cancellations of bank-to-bank transfer	free of charge
Customer Transfer (remitting fees for BANDES)	US\$30
Amendments or Cancellations for Customer Transfer	US\$40
Additional Account Statements (being those provided otherwise than in accordance with Clause 12.1 of this Agreement)	US\$5 per page
Inquiry - Within 3 months	US\$30
Inquiry - Over 3 months	US\$50
Account Maintenance	US\$300 per month per account

- 11.3 CDB may without notice, debit the Collection Account with the service charges and any other amount representing any interest, fee, commission, service charge, tax, levy or reimbursement payable by BANDES to CDB PROVIDED THAT in the event that such debiting results in the amount standing to the credit to the Collection Account to be less

than the Minimum Balance or as otherwise required under the Facility Agreement, CDB will give BANDES five (5) Business Days notice before effecting such debit.

- 11.4 CDB may impose a fee on the Collection Account where the credit balance falls below the Minimum Balance.
- 11.5 All payments by BANDES under this Agreement must be made free and clear of and without deduction of any tax or levy. In addition, BANDES will pay such goods and services tax (or any tax that may be substituted for or levied in addition to it) which may at any time be charged on any such payment. BANDES further agrees to indemnify CDB against any payment made by CDB in respect of such tax or levy.

12. ACCOUNT STATEMENTS AND INTEREST SCHEDULES

- 12.1 CDB shall send a quarterly account statement to BANDES in respect of the Collection Account on the tenth (10th) day after the beginning of each Interest Period in the form set out in Appendix 1 (*Form of Account Statement*) of this Agreement. If such day falls on a day that is not a Business Day, CDB shall send the account statement on the next Business Day following such tenth (10th) day after the beginning of the relevant Interest Period.
- 12.2 BANDES shall:
 - 12.2.1 promptly examine all account statements; and
 - 12.2.2 check whether the instructions given by or on behalf of BANDES have been executed correctly and in full by CDB and shall notify CDB of any error or omission as soon as possible.
- 12.3 If BANDES has not informed CDB in writing of any error or omission contained in any account statement, or in the execution of any instructions, within ten (10) days from the date on which BANDES is deemed to have received the relevant account statement, BANDES shall be deemed to have:
 - 12.3.1 confirmed the accuracy of the contents of any such account statement; and
 - 12.3.2 waived its right to bring an action against CDB in respect of any error or omission which could have been brought to the attention of CDB within the said time limit.
- 12.4 CDB will send interest schedules to BANDES promptly after each Repayment Date, for the Interest Period immediately preceding that Repayment Date.
- 12.5 CDB's records, statements and schedules as to dates, amounts or rates shall, in the absence of manifest error, be conclusive evidence of the facts reflected in those records, statements and schedules.

13. RIGHTS OF INQUIRY

- 13.1 CDB will use all reasonable endeavours to answer any inquiry from BANDES in respect of the Collection Account within five (5) Business Days upon receipt of such an inquiry.
- 13.2 When the inquiry cannot be answered within five (5) Business Days upon receipt of the inquiry, CDB shall inform BANDES about the investigation process in respect of BANDES' inquiry on the day falling five (5) Business Days after the date of receipt of the inquiry.

14. RIGHTS OF APPROPRIATION, DEBIT, SET-OFF

14.1 CDB will be entitled at any time and without notice to BANDES, to perform any or all of the following:

14.1.1 appropriate, set-off or debit all or part of the balances in the Collection Account to pay and discharge all or part of BANDES' liabilities to CDB; and where required, to earmark for any other purpose any amounts deposited or expected to be deposited into the Collection Account;

14.1.2 retain as security and/or sell by public or private sale any of BANDES' assets or valuables deposited with CDB for safe custody to pay and discharge all or part of BANDES' liabilities to CDB;

14.1.3 refuse any withdrawals from the Collection Account where the Collection Account is earmarked for sums owing to CDB until such sums are paid in full; and

14.1.4 debit from the Collection Account any sum wrongly credited into the Collection Account.

14.2 In the event:

14.2.1 CDB accepts or incurs liability, whether on the Collection Account or in respect of any activities or transactions in connection with or in the Collection Account (regardless of whether or not BANDES has knowledge of such activities or transactions), whether or not at BANDES' request, whether the liability is incurred in Beijing or elsewhere, present or future, actual or contingent, liquidated or unliquidated, primary or collateral, several or joint either alone or jointly with any other person;

14.2.2 BANDES fails to make payment of any amount due to CDB; or

14.2.3 BANDES fails to return to CDB any amount which has been wrongly credited to the Collection Account through any means or correctly credited but subsequently defaulted by the remitting or paying party,

BANDES will bear all costs, charges, expenses or any losses directly or indirectly related to any of the actions taken by CDB in Clause 15.1 (*Indemnity*) and will immediately upon demand from CDB, pay CDB such amount.

15. INDEMNITY

15.1 BANDES will on demand fully indemnify CDB against all claims, demands, actions or proceedings which may be made against CDB, and all damages, liabilities, losses and expenses (including legal fees on a full indemnity basis) which CDB may incur or suffer, directly or indirectly, in relation to this Agreement.

15.2 BANDES will also indemnify CDB against all losses, costs and liabilities incurred by CDB as a result of:

15.2.1 an error in or a misunderstanding arising from a communication by BANDES; and/or

15.2.2 acting on a communication given by or on behalf of BANDES.

15.3 If any sum due and payable by BANDES is not paid on the due date, including without limitation any moneys claimed under this Clause 15 (*Indemnity*), BANDES shall be liable to pay interest on such unpaid sum at such rate or rates as CDB may from time to time stipulate from the date payment is due up to the date of payment as well as before judgement.

16. NO LIABILITY FOR LOSS

16.1 CDB will not be liable for any loss, damage or expense suffered or incurred by BANDES:

16.1.1 as a result of computer breakdown, mechanical failure or malfunction, interruption of services or other reasons of any kind whatsoever through no fault of CDB;

16.1.2 if CDB is prevented from acting as a result of governmental restrictions, imposition of emergency procedures or suspension of trading by any relevant market, civil order or threatened act of terrorism, natural disaster, war, strike or other circumstances beyond CDB's control;

16.1.3 for any embarrassment or loss of reputation that BANDES may incur or suffer directly or indirectly arising out of or in connection with the refusal of CDB to honour any withdrawal request whether through the use of electronic services or by any other means;

16.1.4 arising from the exercise by CDB of any of CDB's rights under this Agreement; or

16.1.5 arising out of CDB honouring orders drawn on, and orders accepted and presented for payment against, the Collection Account or complying with any other directions given regarding the Collection Account, which orders, directions and receipts are signed by BANDES or in CDB's good faith determination appear to it to be signed by BANDES.

16.2 If any event described in Clause 16.1 above occurs and CDB has debited the Collection Account, CDB is not obliged to reverse the debit or pay or compensate BANDES in respect of the amount so debited.

17. SUSPENSION

17.1 CDB has the right to, at any time and in its sole discretion, suspend the operation of the Collection Account and/or services provided pursuant to this Agreement and for such duration as CDB sees fit including, but not limited to, upon the occurrence of the following events:

17.1.1 receipt of contradictory instructions from the signatories to the Collection Account or any officer of BANDES, whether or not that officer is a signatory to the Collection Account;

17.1.2 as a result of any force majeure, natural disaster, calamity or event, industrial action, power failure, computer malfunction, system failure or any other reason, CDB's customer records, the Collection Account or services are not available or access to such records, the Collection Account or services are hindered in any material respect;

17.1.3 CDB is notified or becomes aware of any dispute between signatories to the Collection Account; or

17.1.4 CDB is notified or becomes aware of any petition, application or resolution or the appointment of a receiver or judicial manager to declare BANDES bankrupt or insolvent.

17.2 CDB will not be liable for any direct or indirect loss, damage, expense or inconvenience suffered or incurred by BANDES as a result of the suspension of the Collection Account or services pursuant to Clause 17.1 above.

18. TERMINATION OF THE ACCOUNT SERVICE

18.1 BANDES may terminate the Collection Account service provided by CDB by giving thirty (30) days' written notice to CDB and paying all amounts owing to CDB under the Facility Agreement, any other Finance Document and this Agreement.

18.2 CDB may at any time by giving ten (10) days' notice terminate the Collection Account service if:

18.2.1 the use of the Collection Account or any part of this Agreement violates the laws and regulations of the People's Republic of China;

18.2.2 the balance of the Collection Account falls below the Minimum Balance required to be maintained under Clause 9 (*Minimum Balance*); and

18.2.3 there are no transactions on the Collection Account for such period of time as CDB may stipulate,

in each case, CDB shall explain the reason for the termination.

18.3 In addition to CDB's rights under Clause 18.2 above and subject to any other provisions agreed in writing between BANDES and CDB, CDB may, at any time, close the Collection Account upon giving one (1) month's notice in writing to BANDES, such period starting from the date BANDES receives or is deemed to receive such notice.

19. DISCHARGE OF LIABILITY

19.1 CDB may (including in the event where CDB terminates the Collection Account) discharge its entire liability with respect to the Collection Account by, at the risk and expense of BANDES, transferring by wire transfer in immediately available funds, the amount of the credit balance of the Collection Account (including any accrued interest up to but not including the date of such transfer) to the bank account specified by BANDES together with such other documents, if any, as may be necessary to transfer to BANDES such claims as CDB may have on such funds or against any placement bank. With respect to external placements, the amounts paid to BANDES shall be net of CDB's placement fees.

20. NOTICES

20.1 Communications in Writing

20.1.1 Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, shall be made by fax or letter.

20.1.2 Notwithstanding Clause 20.1.1 above and for the avoidance of doubt, communication made under Clause 7 (*Payment Orders*) may be made by SWIFT in accordance with the customary practices of CDB. Such communication will be effective only when actually received in readable form.

20.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement is:

20.2.1 in the case of BANDES, that identified with its name below:

Banco de Desarrollo Económico y Social de Venezuela (BANDES)
Av. Universidad
Traposos a Colón Torre BANDES
Caracas 1010 Venezuela
Fax: +58 (212) 5058404
Attention: Edmée Betancourt de Garcia, President

20.2.2 in the case of CDB, that identified with its name below:

China Development Bank Corporation
Shandong Branch
Shandong DaSha
No. 2-1, Ma'anshan Road,
Jinan
Shandong Province
250002
The Peoples' Republic of China
Fax: +86 (531) 8519 8215
Attention: Ms. Xu Jingyi and Mr. Yang Cheng, Division of International Co-operation

or any substitute address, fax number or department or officer as the Party may notify to the other Party by not less than five (5) Business Days' notice.

20.3 Delivery

20.3.1 Any communication or document made or delivered by one person to another under or in connection with this Agreement will be effective:

- (A) if by way of fax, only when received in legible form; or
- (B) if by way of courier, only when it has been left at the relevant address or when a delivery confirmation from the courier company is received,

and, if a particular department or officer is specified as part of its address details provided under Clause 20.2 (*Addresses*), if addressed to that department or officer.

20.3.2 Any communication or document to be made or delivered to CDB will be effective only when actually received by CDB and then only if it is expressly marked for the attention of the department or officer identified with CDB's signature below (or any substitute department or officer as CDB shall specify for this purpose).

20.4 Electronic Communication

20.4.1 Any communication to be made between BANDES and CDB under or in connection with this Agreement may be made by electronic mail or other electronic means, if BANDES and CDB:

- (A) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
- (B) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
- (C) notify each other of any change to their address or any other such information supplied by them.

20.4.2 Any electronic communication made between BANDES and CDB will be effective only when actually received in readable form and in the case of any electronic communication made by CDB to BANDES only if it is addressed in such a manner as BANDES shall specify for this purpose.

20.5 English Language

20.5.1 Any notice or other communication given under or in connection with this Agreement must be in English.

20.5.2 All other documents provided under or in connection with this Agreement must be:

- (A) in English; or
- (B) if not in English, and if so required by CDB, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

21. DOCUMENTS

21.1 BANDES accepts CDB's scanned records of any and all forms, documents, instructions, or communications as final and conclusive and the same will be binding on BANDES for all purposes. BANDES agrees that all such records are relevant and admissible in evidence. BANDES will not dispute the accuracy or the authenticity of the contents of such records merely on the basis that such records were produced by or are the output of a computer system, and BANDES waives any right to so object.

22. DISCLOSURE OF INFORMATION

22.1 BANDES hereby expressly agrees that:

22.1.1 CDB or its affiliates may from time to time provide or obtain information about BANDES, its accounts and transactions to or from CDB or its affiliates and its or their contractors, data carriers, agents or third parties around the world for the purpose of transaction and payment processing and for other purposes directly related to the services which CDB or its affiliates may provide (including other financial products and services) to BANDES;

22.1.2 CDB or its affiliates shall also be entitled to disclose information as permitted or required by any applicable law, legal process, regulation or by an order, judgement or decree of a court or for the purposes of any legal process which concerns CDB or its affiliates. Disclosure may also be made to government and regulatory agencies and authorities and to credit rating agencies; and

22.1.3 this permission to transfer and disclose information shall continue notwithstanding any termination of this Agreement or cessation of any service relating to BANDES.

23. DETERMINATIONS

Any determination by CDB of a rate or amount or responsibility for delay in relation to this Agreement or any document or payment order referred to in this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

24. PARTIAL INVALIDITY

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

25. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of CDB, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

26. AMENDMENT

Any term of this Agreement may be amended or waived only in writing.

27. GOVERNING LANGUAGE

This Agreement is drawn up in the English language and shall be translated into the Spanish and Chinese languages. In the event of an inconsistency between the Spanish, Chinese or English language versions of this Agreement, the English language version shall prevail.

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

29. INCONSISTENCY

In the event of any inconsistency between the terms of this Agreement and the Facility Agreement, the terms of the Facility Agreement shall prevail.

30. WAIVER OF IMMUNITY

30.1 BANDES irrevocably and unconditionally:

30.1.1 agrees that if CDB brings proceedings against it or its assets in relation to this Agreement, no immunity (sovereign or otherwise) from those proceedings (including, without limitation, suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) will be claimed by or on behalf of itself or with respect to its assets;

30.1.2 waives any such right to immunity which it or its assets now has or may subsequently acquire; and

30.1.3 consents generally in respect of any such proceedings to the giving of any relief or the issue of any process in connection with those proceedings, including, without limitation, the making, enforcement or execution against any assets whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in those proceedings.

30.2 Exceptions

30.2.1 Notwithstanding sub-clause 30.1 above, BANDES does not waive such immunity in respect of any of its property or assets which are:

- (A) used by a diplomatic or consular mission of Venezuela (except as may be necessary to elect service of process);
- (B) property of a military character and under the control of a military authority or defence agency or property forming part of the cultural heritage of Venezuela; or
- (C) subject to immunity under the laws of Venezuela.

31. GOVERNING LAW

31.1 This Agreement and the Collection Account are governed by the law of the People's Republic of China.

32. DISPUTE RESOLUTION

Any dispute arising from or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (“**Commission**”) for arbitration. Arbitration shall take place in Beijing and shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties.

SIGNED BY

BANCO DE DESARROLLO ECONÓMICO Y SOCIAL DE VENEZUELA (BANDES)

By:

Name: [•]

Title: **PRESIDENT**

CHINA DEVELOPMENT BANK CORPORATION

By:

Name: [•]

Title: **PRESIDENT**