

**OFFICIAL
DOCUMENTS**

LOAN NUMBER 8825-MX

Loan Agreement

(Strengthening Entrepreneurship in Productive Forest Landscapes Project)

between

UNITED MEXICAN STATES

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between UNITED MEXICAN STATES duly represented by its Ministry of Finance and Public Credit (*Secretaría de Hacienda y Crédito Público*) ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank").

Whereas the Borrower has informed the Bank that the proceeds of the Loan (as set forth in the table in Section III.A.2 of Schedule 2 to this Agreement and for purposes of supporting Part 1 of the project described in Schedule 1 to this Agreement (the "Project")), shall be used in conformity with the requirements of the Borrower's income, budgetary and public debt laws and the terms of this Agreement.

Whereas, the Bank, acting as administrator of the BioCF *plus*-ISFL Trust Funds, has agreed to make a grant to the Borrower in the amount of ten million Dollars (\$10,000,000) for purposes of supporting Part 2 of the project as described in Schedule 1 of the BioCF *plus*-ISFL Trust Funds Grant Agreement, on the terms and conditions set forth in the BioCF *plus*-ISFL Trust Funds Grant Agreement;

NOW THEREFORE the Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — LOAN

- 2.01. Noting that the Borrower has informed the Bank that the proceeds of the Loan shall be used in conformity with the requirements of the Borrower's income, budgetary and public debt laws and the terms of this Agreement, but without limitation to the provisions of Section 8.01 of the General Conditions, the Bank agrees to lend to the Borrower the amount of fifty six million Dollars (\$56,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist the Borrower in financing the Project.
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement. Unless the Borrower's Representative set forth in Section 6.01 of this Agreement otherwise informs the Bank, the Borrower's Representative for purposes of taking any action required or permitted to be taken

pursuant to this Section is NAFIN's Director of International Financial Institutions (*Director(a) de Organismos Financieros Internacionales*) or any person or persons whom such representative shall designate in writing.

- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge payable by the Borrower shall be equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are March 15 and September 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with the provisions of Schedule 3 to this Agreement.
- 2.08.
 - (a) If on any given day, the Total Exposure exceeds the Standard Exposure Limit (as said terms are defined in sub-paragraphs (b)(ii) and (b)(iii) of this Section), the Borrower shall pay to the Bank a surcharge at the rate of one half of one percent (0.5%) per annum of the Allocated Excess Exposure Amount (as defined in sub-paragraph (b)(i) of this Section) for each said day ("Exposure Surcharge"). The Exposure Surcharge (if any) shall be payable semi-annually in arrears on each Payment Date.
 - (b) For purposes of this Section the following terms have the meanings set forth below:
 - (i) "Allocated Excess Exposure Amount" means for each day during which the Total Exposure exceeds the Standard Exposure Limit, the product of: (A) the total amount of said excess; and (B) the ratio of all (or, if the Bank so determines, a portion) of the Loan to the aggregate amount of all (or the equivalent portions) of the loans made by the Bank to the Borrower and to other borrowers guaranteed by the Borrower that are also subject to an exposure surcharge, as said excess and ratio are reasonably determined from time to time by the Bank.
 - (ii) "Standard Exposure Limit" means the standard limit on the Bank's financial exposure to the Borrower, which, if exceeded, would subject the Loan to the Exposure Surcharge, as determined from time to time by the Bank.

- (iii) "Total Exposure" means for any given day, the Bank's total financial exposure to the Borrower, as reasonably determined by the Bank.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objective of the Project. To this end, and for the purposes of this Agreement, the Borrower, through the *Comisión Nacional Forestal* ("CONAFOR"), shall carry out Part 1 of the Project described in Schedule 1 of this Agreement, all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following, namely, that any of the parties to the *Contrato de Mandato* shall have failed to perform any of their obligations under the *Contrato de Mandato*.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following, namely, that the *Contrato de Mandato* has been duly executed by the parties thereto.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01, there shall be furnished to the Bank the following opinions:
 - (a) the Borrower, through SHCP and CONAFOR, shall issue two separate legal opinions –one for SHCP and one for CONAFOR- satisfactory to the Bank, by counsel acceptable to the Bank, indicating that the *Contrato de Mandato* has been duly authorized or ratified by, and executed and delivered on behalf of, the Borrower, and is legally binding upon the Borrower in accordance with the *Contrato de Mandato*'s terms; and
 - (b) NAFIN has issued a legal opinion satisfactory to the Bank, by NAFIN's counsel satisfactory to the Bank, indicating that the *Contrato de Mandato* has been duly authorized or ratified by, and executed and delivered on behalf of, NAFIN, and is legally binding upon NAFIN in accordance with the *Contrato de Mandato*'s terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. Except as provided in Section 2.02 of this Agreement, the Borrower's Representative is the *Titular de la Unidad de Crédito Público* of SHCP. The

authorized representative to make requests for Conversions or for an IBRD Hedge (as defined in the Hedging Guidelines) on behalf of the Borrower shall be: (a) the *Titular de la Unidad de Crédito Público* of SHCP or any person or persons whom he or she shall designate in writing for this particular purpose; or (b) NAFIN's *Director(a) de Organismos Financieros Internacionales* de NAFIN.

6.02. For purposes of Section 10.01 of the General Conditions, as applicable:

the Borrower's address is:

Secretaría de Hacienda y Crédito Público
Unidad de Asuntos Internacionales de Hacienda
Insurgentes Sur 1971, torre III, piso 3, Plaza Inn
Colonia Guadalupe Inn
01020 México City; and

the Borrower's Electronic Address is:

E-mail:
uaih_shcp@hacienda.gob.mx

6.03. For purposes of Section 10.01 of the General Conditions, as applicable:

the Bank's address is:

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

the Bank's Electronic Address is:

Telex:

Facsimile:

E-mail::

248423(MCI) or
64145(MCI)

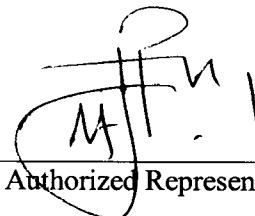
1-202-477-6391

jkern@worldbank.org

AGREED in Mexico City as of the Signature Date.

UNITED MEXICAN STATES

By



Authorized Representative

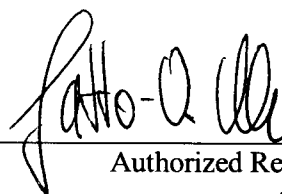
Name: Juan Pablo Newman Aguilar

Title: Titular de la Unidad de Crédito Público

Date: Abril 13, 2018

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

By



Authorized Representative

Name: JUTTA V. KERN

Title: Acting Country Director

Date: March 15, 2018

SCHEDULE 1

Project Description

The objective of the Project is to strengthen sustainable forest management and increase economic opportunities for forest-dependent people and enterprises in Selected Forest Landscapes in Mexico.

The Project consists of the following Part 1, and Part 2 as described in Schedule 1 of the BioCF *plus*-ISFL Trust Funds Grant Agreement:

Part 1. Strengthening Forest Management, Conservation and Business Development

Provision of Direct Support to forest-dependent people and enterprises (Eligible Beneficiaries) to help them combine sustainable forest management with socio-economic development and generate additional income opportunities for the Eligible Beneficiaries, making sustainable management more economically attractive, through the following activities:

1. Forest Entrepreneurship and Social Capital

The carrying out of activities to promote, strengthen, and consolidate the Eligible Beneficiaries' relevant institutions and local development processes for the collective and sustainable management of forest resources including, *inter alia*: (a) the carrying out of participatory rural appraisals; (b) the elaboration of land-use zoning plans ; (c) the development and strengthening of community statutes to regulate the use of collective forest resources; (d) the carrying out of community-to-community seminars and other knowledge sharing activities among Eligible Beneficiaries at different levels of organization; (e) the carrying out of activities for Eligible Beneficiaries and staff of community forestry enterprises to strengthen their capacity on technical aspects of forest management, silviculture, environmental sustainability, business administration, and transformation and marketing of forest products and services, and (f) the provision of support for the adoption of technologies.

2. Sustainable Management of Forest Landscapes

The carrying out of activities to support Eligible Beneficiaries in strengthening their capacities to manage productive forests sustainably including, *inter alia*: (a) analyses to prepare environmental impact assessments and forest management plans to obtain the Borrower's permits for extraction of timber and non-timber forest products, including technical documentation for timber harvesting; (b) forest management activities for the improvement and maintenance of the productive potential of natural forest; (c) activities to support new or established commercial plantations; (d) activities to restore ecosystems in degraded areas including, *inter alia*, reforestation, soil conservation, agroforestry, and

forest fire prevention activities; (e) support for forest management certification, including technical audits of forest management plans; and (f) the provision of PES to Eligible Beneficiaries in exchange for the provision of environmental services in PES Areas, which services include, *inter alia*: (i) services generated by forest ecosystems in the provision of water and the prevention of disasters; (ii) services generated by forest ecosystems in the conservation of biodiversity; and (iii) services generated by forest ecosystems in the capture of carbon at the regional level and at local level with stakeholders.

3. Transformation and Access to Markets

The carrying out of activities to promote and strengthen forest value chains established by community forest enterprises to add value to their timber and non-timber forest products, expand access to markets, and improve competitiveness including, *inter alia*: (a) legal registration of community forest enterprises and inter-community value chains; (b) analyses to prepare strategic business plans, process engineering, and investment feasibility assessments; and (c) strengthening forestry enterprises and their integration into value chains through the purchase of necessary processing equipment, capacity building activities, activities to improve marketing of timber and non-timber forest products and services, and chain of custody certification.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Borrower, through CONAFOR, shall:
 - (a) (i) carry out the Project in accordance with a manual, acceptable to the Bank (Project Operational Manual or POM); and (ii) not amend, abrogate or waive the POM or any of its provisions without the Bank's prior written consent. In case of conflict between the provisions of the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail;
 - (b) assign responsibility for the management, implementation, monitoring and reporting of the Project among its units, all staffed with personnel in adequate numbers, with functions and responsibilities as described in the POM;
 - (c) maintain, throughout Project implementation, a steering committee (Steering Committee) and an operations committee (Operations Committee), all with composition, functions and responsibilities as described in the POM; and
 - (d) ensure, throughout Project implementation, the coordination with other Borrower's agencies participating in the technical implementation of the Project (including SAGARPA, SEMARNAT and INECC) pursuant to adequate arrangements, as described in the POM.

B. *Contrato de Mandato.*

1. For purposes of carrying out Part 1 of the Project, the Borrower, through SHCP, shall enter into a contract (*Contrato de Mandato*) with CONAFOR (in its capacity as the Project implementing entity) and NAFIN, satisfactory to the Bank, whereby:
 - (a) CONAFOR agrees to carry out Part 1 of the Project in accordance with the provisions of this Agreement including compliance with the POM and the Anti-Corruption Guidelines;
 - (b) NAFIN agrees to act as financial agent of the Borrower with respect to the Loan, meaning that, *inter alia*, NAFIN agrees to represent the Borrower *vis-à-vis* the Bank for purposes of submitting Loan withdrawal

applications to the Bank in form and substance sufficient to justify disbursements by the Bank to the Borrower, referred to in the additional instructions cited in Section 2.01 (b) of the General Conditions, all of this in compliance with the provisions of this Agreement, and to abide by the Anti-Corruption Guidelines;

- (c) the Borrower, through SHCP, shall have the right to, in case of fraud or corruption (as defined in the Anti-Corruption Guidelines), provide for the early termination of the *Contrato de Mandato* or temporarily suspend its effects, or, if applicable, require the Restitution of funds transferred to NAFIN under the *Contrato de Mandato*; and
 - (d) CONAFOR agrees to cooperate fully with NAFIN to ensure that NAFIN and CONAFOR are able to comply with all their obligations referred to in this Agreement.
2. The Borrower shall exercise its rights and carry out its obligations under the *Contrato de Mandato* in such a manner as to protect the interests of the Bank and to accomplish the purposes of the Loan.
 3. Except as the Bank may otherwise agree, the Borrower, through SHCP and CONAFOR shall, and shall cause NAFIN to, not amend, terminate, abrogate, waive or fail to enforce any provision of the *Contrato de Mandato*. In case of any conflict between the provisions of the *Contrato de Mandato* and those of this Agreement, the terms of this Agreement shall prevail.

C. Activities Agreements.

1. For purposes of implementing the activities under Part 1 of the Project, and upon the selection and approval of any said activity pursuant to the eligibility criteria and procedures established in the CONAFOR Rules, the Borrower, through CONAFOR, shall, as instructing party (*mandante*) of the Forest Fund, provide a Direct Support to the Eligible Beneficiary pursuant to an agreement (the Activities Agreement) to be entered into between CONAFOR and the Eligible Beneficiary, under terms and conditions substantially similar to those of the model form agreement(s) contained in the POM, which shall include, *inter alia*, their respective responsibilities in the carrying out and financing of the relevant approved activities.
2. The Borrower, through CONAFOR, shall: (a) exercise its rights and carry out its obligations under each Activities Agreement in such a manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan; and (b) not assign, amend, suspend, waive, terminate or fail to enforce any Activities Agreement or any provision thereof in such a manner so as to affect

materially and adversely, in the opinion of the Bank, the implementation of the Project.

D. Safeguards.

1. The Borrower, through CONAFOR, shall carry out the Project in accordance with the EMF, the IPPF and the PF. Except as otherwise agreed by the Bank, the Borrower, through CONAFOR, shall not amend, abrogate, waive, or fail to enforce the EMF, the PF and/or the IPPF or any of their provisions.
2. Without limitation to the provisions set forth in paragraph 1 above, and for purposes of implementing the activities under Part 1 of the Project, the Borrower, through CONAFOR, shall cause each Eligible Beneficiary, pursuant to the pertinent Activities Agreement, to: (a) implement the pertinent activity in accordance with the EMF and the PF; (b) adopt the procedures detailed in said EMF and PF for environmental screening, evaluation, implementation and monitoring of the selected activity, including the procedures for the preparation of site-specific environmental management plans and/or PF related action plan, when applicable; and (c) implement and/or cause to be implemented the pertinent site-specific environmental management plan and/or PF related action plan in accordance with its terms and in a manner acceptable to the Bank.

Section II. Project Monitoring Reporting and Evaluation

The Borrower, through CONAFOR, shall furnish to the Bank each Project Report not later than sixty (60) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Loan Proceeds

A. General.

1. Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; (b) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the table set forth below.
3. Without limitations to paragraph 1 above, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account on or after the Effective Date and pay to itself the Front-end Fee payable pursuant to Section 3.01 of the General Conditions. The remaining proceeds of the Loan shall be disbursed in Dollars unless otherwise agreed between the Borrower and the Bank and so reflected in the Disbursement and Financial Information Letter. Consistently with Section

2.05 of the General Conditions, the Borrower may use an amount equivalent to the amount in Dollars provided under this Agreement to finance Eligible Expenditures.

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Direct Supports under Part 1 of the Project	55,860,000	100%
(2) Front-end Fee	140,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(3) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 4.05 (c) of the General Conditions
TOTAL AMOUNT	56,000,000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed \$11,200,000 may be made for payments made prior to this date but on or after the date twelve (12) months prior to the Signature Date, for Eligible Expenditures, under Category (1).
2. The Closing Date is March 31, 2023.

SCHEDULE 3

The Borrower shall repay the principal amount in the Loan in full on September 15, 2032.

APPENDIX

Section I. Definitions

1. “Activities Agreement” means any of the agreements referred to in Section I.C.1 of Schedule 2 to this Agreement.
2. “AFOLU” means Agriculture, Forestry, and Other Land Use.
3. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
4. “BioCF *plus*-ISFL Trust Funds” means BioCF*plus* Initiative for Sustainable Forest Landscapes-TF No. 072967 and BioCF*plus* Initiative for Sustainable Forest Landscapes-TF No. 072503.
5. “BioCF *plus*-ISFL Trust Funds Grant Agreement” means the agreement for the financing of Part 2 of the Project as described in its Schedule 1, among the Borrower, through SHCP and CONAFOR (in its capacity as the Project implementing entity), NAFIN (in its capacity as the Borrower’s financial agent), and the Bank, the latter acting not in its individual capacity but solely in its capacity as administrator of the BioCF *plus*-ISFL Trust Funds, dated as of the BioCF *plus*-ISFL Trust Fund Grant Agreement, as such grant agreement may be amended from time to time. It includes all appendices, schedules and agreements supplemental to the BioCF *plus*-ISFL Trust Fund Grant Agreement.
6. “*Contrato de Mandato*” means the agreement between the Borrower (through SHCP and CONAFOR (in its capacity as the Project implementing entity) and NAFIN referred to in Section I.B.1 of Schedule 2 to this Agreement. “Category” means a category set forth in the table in Section III.A.2 of Schedule 2 to this Agreement.
7. “*Comisión Nacional Forestal*” or “CONAFOR” means the Borrower’s National Forestry Commission created by Borrower’s Presidential Decree published in its Official Gazette on April 4, 2001, or any successor thereto.
8. “CONAFOR Rules” means a set of rules, guidelines and procedures issued by the Borrower, through SEMARNAT and CONAFOR, (*Reglas de Operación*) and published annually in the official Gazette for the implementation of the activities under Part 1 of the Project, as the same may be amended from time to time.

9. “Direct Support” means a non-reimbursable contribution in an amount defined pursuant to CONAFOR Rules, to any given Eligible Beneficiary to assist in the financing of PES, goods, works, non-consulting services and consulting services incurred by an Eligible Beneficiary, for the carrying out of a selected activity under Part 1 of the Project, collectively referred to as “Direct Supports”.
10. “Eligible Beneficiary” means any of the following: (a) *ejidos/ejidatarios*; (b) *comunidades/comuneros* (agrarian communities); (c) small landholders; (d) *avecindados* and other rural forest dwellers without land tenure rights; (e) producer associations/organizations; (f) community enterprises; (g) forest enterprises; and (h) any other potential beneficiary as agreed between the Borrower and the Bank; all listed and defined in the POM; collectively referred to as “Eligible Beneficiaries”.
11. “EMF” means Environmental Management Framework, the framework prepared by CONAFOR, acceptable to the Bank, published on CONAFOR’s and on the Bank’s external website on November 24, 2017, setting forth the principles, guidelines, rules and procedures to assess the potential environmental, social, health and safety impacts of Project activities, and mitigation, monitoring and institutional measures to be taken to offset or eliminate any such negative impacts, or reduce them to acceptable levels, including: (a) measures for chance findings of physical cultural property; (b) guidelines for the identification of existing environmental conditions and potential direct and indirect environmental impacts resulting from the carrying out of the Project activities (including a list of type of investments not eligible for financing under the Project); (c) guidelines for the carrying out of environmental assessments and the preparation and implementation of environmental management plans, when applicable; (d) a pest management plan; and (e) measures for enhancing each identified positive impact; as said framework may be amended from time to time with the Bank’s prior written approval.
12. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated July 14, 2017.
13. “Forest Fund” means Fondo Forestal Mexicano, a fund established as a budgetary vehicle pursuant to the *Contrato de Mandato dated July 10, 2003 as modified of July 9, 2013*.
14. “INECC” means the Borrower’s National Institute of Ecology and Climate Change.
15. “IPPF” means Indigenous People Planning Framework, the framework prepared by CONAFOR, acceptable to the Bank, and published on CONAFORs website and Bank’s external website on November 22, 2017 and republished on December

- 19, 2017, detailing measures to mitigate any adverse impact on indigenous peoples as a result of any activity carried out under the Project and to ensure that they benefit from said Parts of the Project, including procedures for the preparation and implementation of the pertinent indigenous peoples development plan(s).
16. “NAFIN” means *Nacional Financiera, S.N.C., I.B.D.*, a Mexican development bank serving as the Borrower’s financial agent for purposes of the Loan, or any successor thereto.
 17. “Operations Committee” means the committee referred to in Section I.A. 1(c) of Schedule 2 to this Agreement and described in the POM.
 18. “PES” means payment for environmental services.
 19. “PES Area” means any area within the Selected Forest Landscapes given its environmental, hydrological or biodiversity value which meets the criteria set forth in the POM for the provision of PES.
 20. “PF” means Process Framework, the framework prepared by CONAFOR, acceptable to the Bank and published on CONAFOR’s website and Bank’s external website on November 22, 2017, describing, *inter alia*, the participatory process by which the selected activities under Part 1 of the Project will be prepared and implemented, and a description of the arrangements for implementing and monitoring the process, including mitigation measures of potential negative impacts on the livelihoods of indigenous peoples and other local communities as a result of the carrying out of said activities, including guidelines for the preparation and implementation of site-specific PF action plans, when applicable.
 21. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the ‘World Bank Procurement Regulations for IPF Borrowers’, dated July 2016, revised November 2017.
 22. “Project Operational Manual” or “POM” means the manual (including CONAFOR Rules as applicable to this Project) referred to in Section I.A.1 (a)(i) of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written consent of the Bank.
 23. “Restitution” means the refund to the Borrower of the portion of the equivalent amount of the Loan with respect to which fraud and corruption as defined in the Anti-Corruption Guidelines has occurred.
 24. “SAGARPA” means *Secretaría de Agricultura, Ganadería, Desarrollo Rural, Pesca y Alimentación*, the Borrower’s Secretariat of Agriculture, Livestock, Rural Development, Fisheries and Food, or any successor thereto.

25. "Selected Forest Landscapes" means any area in the following Borrower's states: Campeche, Chiapas, Chihuahua, Coahuila, Durango, Estado de México, Guerrero, Hidalgo, Jalisco, Michoacán, Nayarit, Nuevo León, Oaxaca, Puebla, Quintana Roo, San Luis Potosi, Tamaulipas, Tlaxcala and Veracruz, or any other area as agreed between the Borrower and the Bank, and listed in the POM.
26. "SEMARNAT" means *Secretaría de Medio Ambiente y Recursos Naturales*, the Borrower's Secretariat for Environment and Natural Resources, or any successor thereto.
27. "SHCP" means *Secretaría de Hacienda y Crédito Público*, the Borrower's Ministry of Finance and Public Credit, or any successor thereto.
28. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
29. "Steering Committee" means the committee referred to in Section I.A.1(c) of Schedule 2 to this Agreement and described in the POM.