

**CONFORMED COPY**

**LOAN NUMBER 7250-ME**

# **Guarantee Agreement**

**(State Judicial Modernization Supporting Access to Justice Project)**

**between**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

**and**

**UNITED MEXICAN STATES**

**Dated November 21, 2005**

**GUARANTEE AGREEMENT**

AGREEMENT, dated November 21, 2005, between UNITED MEXICAN STATES (the Guarantor) represented, for the purposes of this Agreement, by the Titular de la Unidad de Crédito Público and the Tesorera de la Federación, of the Ministry of Finance and Public Credit, and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank).

WHEREAS (A) the Guarantor and *Banco Nacional de Obras y Servicios Públicos, S.N.C.* (the Borrower), having been satisfied as to the feasibility and priority of the Project described in Schedule 2 to the Loan Agreement, have requested the Bank to assist in the financing of the Project;

(B) by the Loan Agreement of even date herewith between the Bank and the Borrower, the Bank has agreed to extend to the Borrower a loan in an amount of thirty million Dollars (\$30,000,000) on the terms and conditions set forth in the Loan Agreement, but only on condition that the Guarantor agree to guarantee the obligations of the Borrower in respect of such loan as provided in this Agreement;

(C) the Bank has relied on the representations and opinion (*Oficio No. 305.VII-092/2004* dated April 23, 2004) issued by the *Unidad de Crédito Público* of the Guarantor's Secretariat of Finance and Public Credit confirming that the Project has been designed and will be carried out in a manner consistent with the provisions of Art. 117 (vii) of the Guarantor's Federal Constitution (*Constitución Política de los Estados Unidos Mexicanos*); and

WHEREAS the Guarantor, in consideration of the Bank's entering into the Loan Agreement with the Borrower, has agreed so to guarantee such obligations of the Borrower, and to undertake such other obligations as provided in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

**ARTICLE I**

**General Conditions; Definitions**

Section 1.01. The "General Conditions Applicable to Loan and Guarantee Agreements for Fixed-Spread Loans" of the Bank, dated September 1, 1999, with the modifications set forth in Section 1.01 of the Loan Agreement (the General Conditions) constitute an integral part of this Agreement.

Section 1.02. Unless the context otherwise requires, the several terms defined in the General Conditions, and in the Preamble to, and Section 1.02 of, the Loan Agreement have the respective meanings therein set forth.

## **ARTICLE II**

### **Guarantee**

Section 2.01. The Guarantor declares its commitment to the objectives of the Project as set forth in Schedule 2 to the Loan Agreement, and, to this end, without limitation or restriction upon any of its other obligations under the Guarantee Agreement, the Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of the principal of, and interest and other charges on, the Loan, and the premium, if any, on the prepayment of the Loan, and the punctual performance of all the other obligations of the Borrower, all as set forth in the Loan Agreement.

## **ARTICLE III**

### **Representative of the Guarantor; Addresses**

Section 3.01. The *Titular de la Unidad de Crédito Público* of the Guarantor is designated as representative of the Guarantor for the purposes of Section 11.03 of the General Conditions.

Section 3.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Guarantor:

Secretaría de Hacienda y Crédito Público  
Unidad de Crédito Público  
Palacio Nacional  
Patio Central, Piso 3, Oficina 3010  
Colonia Centro  
06000 México, D.F.  
México

Telex:

1777313-SHOCME

Facsimile:

(52-559) 158-1156

For the Bank:

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

Cable address:

Telex:

Facsimile:

INTBAFRAD  
Washington, D.C.

248423 (MCI); or  
64145 (MCI)

(202) 477-6391

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in Mexico City, United States of Mexico, as of the day and year first above written.

INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT

By/s/ Isabel Guerrero

Acting Regional Vice President  
Latin America and the Caribbean

UNITED MEXICAN STATES

By/s/ Gerardo Rodriguez Regordosa

Authorized Representative

By/s/ Claudia María Bazúa Witte

Authorized Representative  
Tesorería de la Federación