



MINISTERIO
DE
ECONOMÍA Y FINANZAS

MINISTERIO DE ECONOMIA Y FINANZAS.-
MINISTERIO DE RELACIONES EXTERIORES.-
Montevideo, 09 FEB. 2009

09/05/001/60/20

VISTO: el proyecto de Contrato de Préstamo a celebrarse entre la República Oriental del Uruguay y el Banco Internacional de Reconstrucción y Fomento (B.I.R.F.), destinado a financiar parcialmente el Programa de Ayuda a la Implementación de Políticas de Desarrollo.-

RESULTANDO: que el monto del financiamiento asciende a U\$S 400:000.000,00 (cuatrocientos millones de dólares de los Estados Unidos de América), que será amortizado en un plazo de veinte años, con quince años de gracia y con una tasa de interés variable.

ASUNTO 3240

CONSIDERANDO: que corresponde proceder a la aprobación del proyecto de Contrato de Préstamo negociado y autorizar que el mismo sea suscrito en representación del país, por el Señor Ministro de Economía y Finanzas, Cr. Alvaro García o por el Sub Secretario de Economía y Finanzas, Ec. Andrés Masoller, indistintamente.

ATENTO: a lo dispuesto por el artículo 145 de la ley N° 15.851, de 24 de diciembre de 1986.

**EL PRESIDENTE DE LA REPUBLICA
RESUELVE:**

1º) Apruébase el proyecto de Contrato de Préstamo a celebrarse entre la República Oriental del Uruguay y el Banco Internacional de Reconstrucción y Fomento (B.I.R.F.) por un monto de hasta U\$S 400:000.000,00 (cuatrocientos millones de dólares de los Estados Unidos de América), destinado a financiar parcialmente el Programa de Ayuda a la Implementación de Políticas de Desarrollo, cuyo texto constituye parte integrante de la presente resolución.-

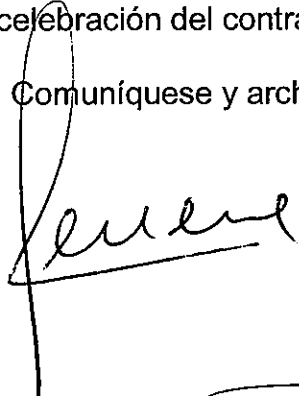
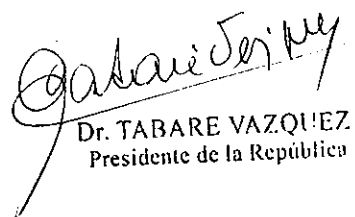
2º).El contrato será oportunamente otorgado y suscrito en nombre y representación del país por el Señor Ministro de Economía y Finanzas, Cr. Alvaro García o por el Señor Sub Secretario de Economía y Finanzas, Ec. Andrés Masoller, indistintamente.-

3º) Desígnanse, indistintamente, a los Dres. Ricardo Pérez Blanco, Marcos Alvarez Rego y Fernando Scelza, para que expidan por la República los dictámenes jurídicos correspondientes

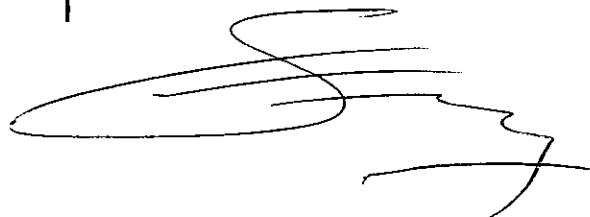
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4º) Dése cuenta a la Asamblea General, dentro de los diez días siguientes a la celebración del contrato.-

5º) Comuníquese y archívese.-

A handwritten signature in black ink, appearing to be 'Luis', written over a horizontal line.A handwritten signature in black ink, appearing to be 'Tabare Vazquez', written over a horizontal line.

Dr. TABARE VAZQUEZ
Presidente de la República

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.



Ministerio de Economía y Finanzas
Uruguay

Montevideo, 19 de diciembre de 2007

Sr. Pedro Alba
Director Subregional para
Argentina, Chile, Paraguay y Uruguay
Banco Mundial
Presente

Ref. Confirmación negociación PRIDPL II

De mi mayor consideración:

Tengo el agrado de dirigirme a Ud. con relación a las enmiendas acordadas entre el Equipo Técnico de este Ministerio y la delegación del Banco Mundial los días 8 y 9 de diciembre de 2008 relativas al Contrato de Préstamo destinado a financiar el "Second Programmatic Reform Implementation Policy Loan (PRIDPL II)" por un monto de US\$ 400.000.000 (dólares estadounidenses cuatrocientos millones).

Luego de haber examinado los textos ajustados, Proyecto de Contrato, Documento de Evaluación del Proyecto y Minutas de Negociación, no se plantean objeciones a los mismos. Por otra parte, conforme a lo acordado durante las negociaciones, se autoriza la distribución y circulación del mencionado Documento de Evaluación del Proyecto.

Sin otro particular, saludo a usted muy atentamente

ANDRÉS MASOLLER
Ministro Interino de
Economía y Finanzas



URUGUAY
Second Programmatic Reform Implementation DPL (PRIDPL II)

Amendment to Agreed Minutes of Negotiations
December 19, 2008

1. Upgrade technical discussions. The World Bank delegation and the Borrower agreed that technical discussions held with the borrower on December 8, 2008 would form the basis for negotiations to agree amendments to the draft loan agreement, financial terms worksheet and program document following the original negotiations carried out on July 16 and 17, 2008. Subsequent to December 9, 2008, the World Bank delegation and the Borrower have been in contact to finalize these inputs for the presentation of the operation to the World Bank Board.

2. Increased loan amount. The original negotiations for the Second Programmatic Reform Implementation DPL (PRIDPL II) were held on July 16 and 17, 2008. Following negotiations, in October 2008 the Borrower requested the World Bank to increase the amount of the loan. The Borrower and Bank team agreed to raise the proposed loan amount from US\$300 million to US\$400 million.

3. Financial Terms.

(a) The financial terms of the Loan are as follows: Commitment-linked variable spread loan, denominated in US dollars with a variable interest rate. The loan will be repaid in 20.5 years (including a 15 year grace period) with level repayments of principal. The Borrower wishes to maintain all risk management options embedded in the 2nd Programmatic Reform Development Policy Loan (DLP) with a Deferred Drawdown Option (DDO), including the possibility to change the amortization schedule for undisbursed amounts. Schedule 2 of the Loan Agreement has been changed to reflect the revised financial terms.

(b) The Borrower's choice of loan financial terms is summarized in the worksheet attached to these minutes (Annex 2).

(c) The Borrower, by signing these minutes, confirms that the Loan choices selected by the Borrower and spelled out in the worksheet of Loan financial terms attached as Annex 2 of these minutes are fully consistent with the Bank's amortization schedule reflected in subparagraph (a) above.

4. Reordering of prior actions. The order of the actions taken under the program outlined in Schedule 1 (Section I) has been changed to reflect the order of the policy areas in the program document. The payments and securities settlement system action has been moved from position (E) to (C).

5. Section 2.06 (b). This section of the Loan Agreement was amended so that the Borrower can change the repayment provisions for each Withdrawal.

6. **Closing Date.** The Closing Date was changed to January 22, 2012.

7. **Definition of Conversion Date.** The Definition of Conversion Date in the General Conditions was amended to provide more flexibility regarding the timing for Conversions.

8. **Disclosure of the Program Document.** The Borrower confirms agreement with the revised version of the bank's draft Program Document dated December 15, 2008, and would find it acceptable to release to the public, in accordance with Bank policies and procedures.

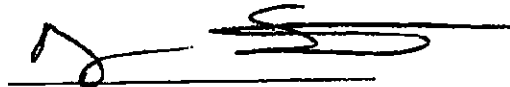
9. **Re-negotiated Loan Agreement.** A copy of the re-negotiated Legal Agreement, reflecting the changes to the version originally negotiated in July is attached hereto as Annex 1.

FOR THE BORROWER:



Mariella Maglia
Ministry of Economy and Finance

FOR THE BANK:



Emily Sinnott
Task Team Leader
The World Bank

Annexes:

1. **Loan Agreement**
2. **Financial Terms of IBRD Loans – Worksheet for Loan Choices**
3. **Program Document dated December 17, 2008**

Segundo Préstamo de Ayuda a la Implementación de
Políticas de Desarrollo.

Legal Department
CONFIDENTIAL DRAFT
(Subject to Change)
Pilar González
December 19, 2008-Re-negotiated Version

LOAN NUMBER _____

Loan Agreement

(Second Programmatic Reform Implementation Development Policy Loan)

between

REPÚBLICA ORIENTAL DEL URUGUAY

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated

, 200_

LOAN AGREEMENT

Agreement dated _____, 200_, entered into between REPÚBLICA ORIENTAL DEL URUGUAY ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Bank has decided to provide this financing on the basis, inter alia, of (a) the actions which the Borrower has already taken under the Program and which are described in Section I of Schedule 1 to this Agreement, and (b) the Borrower's maintenance of an appropriate macro-economic policy framework. The Borrower and the Bank therefore 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. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of \$400,000,000 (four hundred million Dollars), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Sections 2.07 and 2.08 of this Agreement ("Loan").
- 2.02. The Borrower may withdraw the proceeds of the Loan in support of the Program in accordance with Section II of Schedule 1 to this Agreement.
- 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. The Borrower shall pay the Front-end Fee not later than sixty days after the Effective Date.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Variable Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02 (d) of the General Conditions.
- 2.05. The Payment Dates are February 15 and August 15 in each year.

- 2.06 (a) Except as otherwise provided in paragraph (b) of this Section, the principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 2 to this Agreement.
- (b) The Borrower may at the time of requesting a Withdrawal also request repayment provisions different from those set out in Schedule 2 to this Agreement for such Withdrawal, provided that: (i) the average maturity of such Withdrawal does not exceed 18 years from the Withdrawal Date and the final maturity of such Withdrawal does not exceed 30 years from the Withdrawal Date (or such other average maturity and/or final maturity as may be generally applicable to loans made by the Bank to the Borrower at the time of such agreement), and (ii) such repayment provisions have been agreed between the Borrower and the Bank prior to the Withdrawal Date of any such Withdrawal.
- 2.07. (a) **Subject to the provisions of Section 2.08 of this Agreement**, the Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa; and (iii) the setting of limits on the Variable Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- 2.08 Notwithstanding any provision to the contrary in Article II of this Agreement or Article III of the General Conditions, the Borrower may request that an amount withdrawn from the Loan Account shall be converted into Uruguayan Pesos ("UYU") through the issuance by the Bank of UYU bonds in connection with such conversion (the "UYU Notes"). Such withdrawn amount shall accrue interest, and the principal amount thereof shall be repayable, in each case exclusively on such terms and conditions as the Borrower and the Bank may separately agree, subject always to the Bank's determination in its sole discretion that it can issue the UYU Notes for such amount on reasonable terms.
- 2.09 Without limitation upon the provisions of Section 5.10 of the General Conditions, the Borrower shall promptly furnish to the Bank such information relating to the provisions of this Article II as the Bank may, from time to time, reasonably request.

ARTICLE III — PROGRAM

- 3.01 The Borrower declares its commitment to the Program and its implementation. To this end, and further to Section 5.08 of the General Conditions:
- (a) the Borrower and the Bank shall from time to time, at the request of either party, exchange views on the progress achieved in carrying out the Program and the actions specified in Section I of Schedule 1 to this Agreement;
 - (b) prior to each such exchange of views, the Borrower shall furnish to the Bank for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Bank shall reasonably request; and
 - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Borrower shall promptly inform the Bank of any situation which would have the effect of materially reversing the objectives of the Program or any action taken under the Program including any action specified in Section I of Schedule 1 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Events of Suspension consist of the following:
- (a) A situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.
 - (b) The Borrower's macroeconomic policy framework has become inconsistent with the objectives of the Program.
 - (c) An action has been taken or a policy has been adopted to reverse any action or policy under the Program (including any action listed in Section I of Schedule 1 to this Agreement) in a manner that would, in the opinion of the Bank, adversely affect the achievement of the objectives of the Program.

ARTICLE V — TERMINATION

- 5.01. Without prejudice to the provisions of the General Conditions, the Effectiveness Deadline is the date ninety (90) days after the date of this Agreement, but in no case later than the eighteen (18) months after the Bank's approval of the loan which expire on _____.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Borrower's Representative is its Minister of Economy and Finance.

6.02. The Borrower's Address is:

Ministerio de Economía y Finanzas
Colonia No. 1089, Tercer Piso
Montevideo, Uruguay

Cable:	Telex:	Facsimile:
MINECON	269 MICECON UY, Montevideo Uruguay	(59-82) 1712-2688

6.03. The Bank's Address is:

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

Cable address:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED at _____, _____, as of the day and year first above written.

REPÚBLICA ORIENTAL DEL URUGUAY

By

Authorized Representative

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By

Authorized Representative

SCHEDULE 1

Program Actions; Availability of Loan Proceeds

Section I. Actions Taken Under the Program

The actions taken by the Borrower under the Program include the following:

- A. (1) The DGI is leading and coordinating the IRPF collection efforts of different collection-retention agencies as provided in Article 8 of the Tax Reform Law (which amends Article 1 of Chapter I of Title 7 of the Borrower's *Texto Ordenado 1996*).
- (2) The Borrower has fulfilled the following implementation targets with respect to the Tax Reform Law:
- (a) DGI and BPS inspectors have been trained in the skills required for their jobs;
 - (b) 210 DGI posts outside DGI headquarters and a tax call center for consultations have been established;
 - (c) a single tax registry is in operation;
 - (d) IRPF tax files are being transferred monthly from BPS to DGI; and
 - (e) DGI has consolidated taxpayer information into a single IRPF tax file combining income from different sources for each multi-employed contributor.
- B. The Executive has presented to Parliament for approval a draft capital markets law.
- C. (1) The Board of Directors of BCU has approved a plan that is satisfactory to the Bank for the implementation of an overall payments and securities settlement system reform.
- (2) The Board of Directors of BCU has submitted to MEF for approval by the Executive a new draft payments system law (*Anteproyecto de Ley sobre Compensación y Liquidación de Pagos y Valores*).
- D. The Borrower's House of Representatives (*Cámara de Diputados*) has approved a draft Insolvency and Enterprise Reorganization Law (*Ley de Concursos y Reorganización Empresarial*).
- E. (1) The Executive has issued Decree No. 266/07 establishing as obligatory from January 1, 2009 the International Financial Reporting Standards (*Normas Internacionales de Información Financiera*) adopted by the International Accounting Standards Board as of the date of publication of said Executive Decree, which include: (a) the requirement for enterprises to

consolidate financial statements; and (b) the requirement that enterprises provide information about related party transactions.

(2) The Borrower's House of Representatives (*Cámara de Diputados*) has approved amendments to the Borrower's Law number 16.060 of September 4, 1989, published in the Borrower's Official Gazette on November 1, 1989 (*Ley de Sociedades Comerciales*) to eliminate inconsistencies with the accounting standards referred to in paragraph E (1) above.

(3) The Executive has adopted a resolution (*Resolución del Poder Ejecutivo 580/07*) that strengthens the composition of the CPNCA by adding representatives of BCU, DGI, private universities and the Association of Private Banks of Uruguay (*Asociación de Bancos Privados del Uruguay*).

(4) The Executive has presented to Parliament draft legislation establishing a system of independent accounting oversight.

F. The Borrower is implementing a new structural income transfer policy (*Plan de Equidad Social*), which includes as a core component the new family allowances system established by Law No. 18.227 dated December 22, 2007 and published in the Borrower's Official Gazette on January 9, 2008.

G. The Borrower is implementing tax reform legislation to eliminate exemptions to selected sectors and industries and to adopt a new unified social contribution rate for employers (Articles 87-94 of the Tax Reform Law).

Section II. Availability of Loan Proceeds

- A. General.** The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of this Section and such additional instructions as the Bank may specify by notice to the Borrower.
- B. Allocation of Loan Amounts.** The Borrower shall be entitled to withdraw the proceeds of the Loan from the Loan Account in support of the Program in various draw-downs of a Single Tranche. The allocation of the amounts of the Loan to this end is set out in the table below:

Allocations	Amount of the Tranche Allocated (expressed in Dollars)
Single Tranche	400,000,000
TOTAL AMOUNT	400,000,000

- C. Payment of Front-end Fee.** No withdrawal shall be made from the Loan Account until the Bank has received payment in full of the Front-end Fee.
- D. Withdrawal of Loan Proceeds.** If, at any time prior to the receipt by the Bank of a request for withdrawal of an amount of the Loan, the Bank determines that a review of the Borrower's macroeconomic policy framework or of its progress in carrying out the Program is warranted, the Bank shall give notice to the Borrower to that effect. Upon the giving of such notice, no withdrawals shall be made of the Unwithdrawn Loan Balance unless and until the Bank has notified the Borrower of its satisfaction, after an exchange of views as described in paragraphs (a) and (b) of Section 3.01 of this Agreement, with (1) the progress achieved by the Borrower in carrying out the Program; and (2) the appropriateness of the Borrower's macroeconomic policy framework.
- E. Deposits of Loan Amounts.** Except as the Bank may otherwise agree:
1. all withdrawals from the Loan Account shall be deposited by the Bank into an account designated by the Borrower and acceptable to the Bank; and
 2. the Borrower shall ensure that upon each deposit of an amount of the Loan into this account, an equivalent amount is accounted for in the Borrower's budget management system, in a manner acceptable to the Bank.
- F. Audit.** Upon the Bank's request, the Borrower shall:
1. have the account designated by the Borrower pursuant to Section E.1 of this Section audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank;

2. furnish to the Bank as soon as available, but in any case no later than four months after the date of the Bank's request for such audit, a certified copy of the report of such audit, of such scope and in such detail as the Bank shall reasonably request; and
3. furnish to the Bank such other information concerning the account and its audit as the Bank shall reasonably request.

G. Excluded Expenditures. The Borrower undertakes that the proceeds of the Loan shall not be used to finance Excluded Expenditures. If the Bank determines at any time that an amount of the Loan was used to make a payment for an Excluded Expenditure, the Borrower shall, promptly upon notice from the Bank, refund an amount equal to the amount of such payment to the Bank. Amounts refunded to the Bank upon such request shall be cancelled.

H. Closing Date. The Closing Date is January 22, 2012.

SCHEDULE 2

Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share"). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each February 15 and August 15 Beginning February 15, 2024 through August 15, 2028	9.09 %
On February 15, 2029	9.10%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
 - (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
 - (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
- (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.
4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.
5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.

APPENDIX

Section I. Definitions

1. "BCU" means *Banco Central del Uruguay*, the Borrower's Central Bank.
2. "BPS" means *Banco de Previsión Social*, the Borrower's social security entity.
3. "CPNCA" means *Comisión Permanente de Normas Contables Adecuadas*, the Borrower's Permanent Commission on Adequate Accounting Standards created pursuant to the Executive's Resolution No. 90/991.
4. "DGI" means *Dirección General Impositiva*, the Borrower's General Tax Directorate under MEF.
5. "Excluded Expenditure" means any expenditure:
 - (a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Bank or the Association has financed or agreed to finance, or which the Bank or the Association has financed or agreed to finance under another loan, credit, or grant;
 - (b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Bank by notice to the Borrower:

Group	Sub-group	Description of Item
112		Alcoholic beverages
121		Tobacco, un-manufactured, tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitutes)
525		Radioactive and associated materials
667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and

		goldsmiths' or silversmiths' wares (including set gems)
971		Gold, non-monetary (excluding gold ores and concentrates)

- (c) for goods intended for a military or paramilitary purpose or for luxury consumption;
 - (d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Borrower or international agreements to which the Borrower is a party;
 - (e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
 - (f) with respect to which the Bank determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Borrower or other recipient of the Loan proceeds, without the Borrower (or other such recipient) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.
6. "Executive" means the executive branch of the government of the Borrower.
 7. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated July 1, 2005 (as amended through February 12, 2008) with the modifications set forth in Section II of this Appendix.
 8. "IRPF" means *Impuesto a la Renta de las Personas Físicas*, the Borrower's personal income tax established pursuant to Article 8 of the Tax Reform Law.
 9. "MEF" means *Ministerio de Economía y Finanzas*, the Borrower's Ministry of Economy and Finance.
 10. "Parliament" means the legislative branch of the government of the Borrower.
 11. "Program" means the program of actions, objectives and policies designed to promote growth and achieve sustainable reductions in poverty and set forth or referred to in the letter dated December 15, 2008 from the Borrower to the Bank declaring the Borrower's commitment to the execution of the Program, and requesting assistance from the Bank in support of the Program during its execution.
 12. "Single Tranche" means the amount of the Loan allocated to the category entitled "Single Tranche" in the table set forth in Part B of Section II of Schedule 1 to this Agreement.
 13. "Tax Reform Law" means the Borrower's law number 18.083 of December 27, 2006, as complemented by the Borrower's law number 18.172 of August 31, 2007 and the Borrower's law number 18.314 of July 4, 2008.

14. "UYU" means Uruguayan Pesos, the Borrower's local currency.
15. "UYU Notes" means the UYU bonds referred to in Section 2.08 of this Agreement.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. The last sentence of paragraph (a) of Section 2.03 (relating to Applications for Withdrawal) is deleted in its entirety.
2. Sections 2.04 (*Designated Accounts*) and 2.05 (*Eligible Expenditures*) are deleted in their entirety, and the remaining Sections in Article II are renumbered accordingly.
3. Sections 5.01 (*Project Execution Generally*), and 5.09 (*Financial Management; Financial Statements; Audits*) are deleted in their entirety, and the remaining Sections in Article V are renumbered accordingly.
4. Paragraph (a) of Section 5.05 (renumbered as such pursuant to paragraph 3 above and relating to *Use of Goods, Works and Services*) is deleted in its entirety.
5. Paragraph (c) of Section 5.06 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

"Section 5.06. Plans; Documents; Records

... (c) The Borrower shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under the Loan until two years after the Closing Date. The Borrower shall enable the Bank's representatives to examine such records."

6. Paragraph (c) of Section 5.07 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

Section 5.07. Program Monitoring and Evaluation

... (c) The Borrower shall prepare, or cause to be prepared, and furnish to the Bank not later than six months after the Closing Date, a report of such scope and in such detail as the Bank shall reasonably request, on the execution of the Program, the performance by the Loan Parties and the Bank of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Loan.

7. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

- (a) The definition of the term "Conversion Date" is modified to read as follows:

“Conversion Date’ means, in respect of a Conversion, the Execution Date (as herein defined) or such other date as requested by the Borrower and accepted by the Bank, on which the Conversion enters into effect, and as further specified in the Conversion Guidelines.”

- (b) The definition of the term “Eligible Expenditure” is modified to read as follows:

“Eligible Expenditure’ means any use to which the Loan is put in support of the Program, other than to finance expenditures excluded pursuant to the Loan Agreement.”

- (c) The term “Financial Statements” and its definition as set forth in the Appendix are deleted in their entirety.

- (d) The term “Fixed Spread” is modified to read as follows:

“Fixed Spread” means, for each Withdrawal, the Bank’s fixed spread for the Loan Currency of the Withdrawal in effect at 12:01 a.m. Washington, D.C. time, on the Withdrawal Date; provided, that: (a) for purposes of determining the Default Interest Rate, pursuant to Section 3.02 (d), that is applicable to an amount of the Withdrawn Loan Balance on which interest is payable at a Fixed Rate, the “Fixed Spread” means the Bank’s fixed spread in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of the Loan Agreement, for the Currency of denomination of such amount; (b) for purposes of fixing the Variable Spread pursuant to Section 4.02, “Fixed Spread” means the Bank’s fixed spread for the Loan Currency in effect at 12:01 a.m. Washington, D.C. time on the Conversion Date; and (c) upon a Currency Conversion of all or any amount of the Unwithdrawn Loan Balance pursuant to Section 4.04 (a), the Fixed Spread shall be adjusted on the Execution Date in the manner specified in the Conversion Guidelines.

- (e) The term “Project” is modified to read “Program” and its definition is modified to read as follows (and all references to “Project” throughout these General Conditions are deemed to be references to “Program”):

“Program’ means the program referred to in the Loan Agreement in support of which the Loan is made.”

- (f) The term “Variable Spread” is modified to read as follows:

“Variable Spread” means, for each Withdrawal and each Interest Period: (1) the Bank’s standard variable spread for Loans in effect at 12:01 a.m. Washington, D.C. time, on the Withdrawal Date; (2) minus (or plus) the weighted average margin, for the Interest Period, below (or above) LIBOR, or other reference rates, for six-month deposits, in respect of the Bank’s outstanding borrowings or portions thereof allocated by it to fund loans that carry interest at a rate based on the Variable Spread; as reasonably determined by the Bank and expressed as a

percentage per annum. In the case of a Loan denominated in more than one Currency, "Variable Spread" applies separately to each of such Currencies.

(g) A new term "Withdrawal" is added to read as follows:

"Withdrawal" means each amount of the Loan withdrawn by the Borrower from the Loan Account pursuant to Section 2.01.

(h) A new term "Withdrawal Date" is added to read as follows:

"Withdrawal Date" means, for each Withdrawal, the date on which the Bank pays the Withdrawal.

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