**STAND BY LETTER OF CREDIT - SBLC**

**NUMBER [XXXXX]**

**Standby Letter of Credit to cover the compliance with the obligations of Chapter V of the Annex - Regulation of Guarantees of the Reliability Charge - of Resolution CREG 061 of 2007 and those resolutions that may add, modify or substitute it.**

**PLANT OR GENERATION UNIT:** (include the full name of the project, plant and/or generation unit) **[Name]**

**ISSUING DATE: [Day Month Year]**

**EXPIRATION DATE: [Day Month Year]**

**VALUE:** (Include the value of the SBLC in United States dollars, in letters and numbers) USD United States Dollars

**ISSUING BANK:** (include the following information about the foreign financial institution):

**[Business name]**

**[Type/ID number]**

**[Office address, city and country]**

**[Certified email]**

**[City phone number with country and city code]**

**CORRESPONDENT BANK IN COLOMBIA:** (include the following data from the Colombian financial institution):

**[Business name]**

**[Type/ID number]**

**[Office address, city and country]**

**[Certified email]**

**[Phone of the entity]**

**THE APPLICANT:**

**[Business name]**

**[Type/ID number]**

**[Office address, city and country]**

**[Certified email]**

**[Phone of the entity]**

**THE GUARANTEED:**

**[Business name]**

**[Type/ID number]**

**[Office address, city and country]**

**[Certified email]**

**[Phone of the entity]**

**THE BENEFICIARY:**

**XM COMPAÑÍA DE EXPERTOS EN MERCADOS S.A ESP – XM S.A ESP**

**NIT 900.042.857-1**

**Calle 12 Sur # 18-168. Medellin Colombia.**

**Info@xm.com.co; notificacionesjudiciales@xm.com.co**

**+57 (604) 317 2929**

By order of our client (**include the name of the Applicant**), a company identified with **type** and un **number** (hereinafter the “APPLICANT”), **name of the financial entity**, banking establishment with **main address** in **city**, **country** and through the branch located in **city**, **country** (hereinafter the “ISSUING BANK”) legally represented in this document by **type** and **number**, hereby establish our irrevocable standby letter of credit **number** in favor of yourselves, XM Compañía de Expertos en Mercados S.A.E. E.SP. (the “BENEFICIARY”) in the amount of USD **amount in text** (USD **amount in numbers**).

This standby letter of credit is to be paid upon first demand. Funds under this standby letter of credit are avalaible to the BENEFICIARY whitin fifteen (15) calendar days following the payment request into the Colombian bank account indicated by the BENEFICIARY

The payment request can be submitted through SWIFT system messaging services, courier services or certified email.

All bank charges must be paid by THE APPPLICANT. Therefore, the amount paid will be net, free of any type of deduction, deposit, commission, reserve, tax, rate, contribution, allocation or withholding by the ISSUING BANK and/or tax or exchange authorities that may affect the total covered value at the time of payment.

The standby letter of credit may be used partially during its validity and as many times as necessary until the total amount is completed.

Any change made to this standby letter of credit must have the approval of the BENEFICIARY. Likewise, the standby letter of credit may be released before its expiration date, if the BENEFICIARY sends to the ISSUING BANK a communication signed by its Legal Representative.

THE ISSUING BANK of this letter of credit waives judicial, extrajudicial or any other type of requirements for the payment of the covered obligation, both in Colombia and abroad.

This letter of credit is enforceable in accordance with the RUU 600 Standards of the International Chamber of Commerce -ICC- (ICC Uniform Customs and Practice for Documentary Credits UCP 600) or those Standards that modify, add or replace them and as not provided for here are governed by the Rules of the State of New York, United States of America.

Any dispute that may arise between the BENEFICIARY and the ISSUING BANK related to the execution and payment of this standby letter of credit, must be resolved through a direct arrangement mechanism, without this constituting a budget of procedure to access administration of justice. If an agreement is not reached, the judges of the State of New York will be the ones to definitively resolve the dispute.

The direct arrangement mechanism between the ISSUING BANK and THE BENEFICIARY will be developed as follows:

1. The disagreeing party will send a written objection, which includes a list of the facts and arguments that arise the discussion or disagreement. For this purpose, supporting documents must be attached.

2. The party receiving the objections will have ten (10) calendar days from receipt of the objection letter to resolve and respond to the request to which the corresponding supports will be attached.

3. Once the previous period has expired, the parties must coordinate the date on which a meeting can be held, which must be attended with a conciliatory spirit. The parties must meet at least one (1) time to resolve their differences, in a period that does not exceed thirty (30) calendar days.

4. If agreement is not possible, it will be understood that the direct settlement stage has been completed.

As proof of the above, it is signed by the legal representative of the ISSUING BANK.

**Issuing Bank Representative**

**ID Number**